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As filed with the Securities and Exchange Commission on June 28, 2010

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

SEE TABLE OF ADDITIONAL REGISTRANTS ON FOLLOWING PAGE

(Exact name of registrant as specified in its charter)

Delaware	**8711**	**13-3818604**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

4820 Eastgate Mall
San Diego, CA 92121
(858) 812-7300
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Eric DeMarco
President and Chief Executive Officer
4820 Eastgate Mall
San Diego, CA 92121
(858) 812-7300
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Scott M. Stanton, Esq.
J. Nathan Jensen, Esq.
Morrison & Foerster LLP
12531 High Bluff Drive, Suite 100
San Diego, California 92130
(858) 720-5100

Approximate date of commencement of proposed sale of the securities to the public:
As soon as practicable after the effective date of this registration statement.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. o

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer o	Accelerated filer ☒	Non-accelerated filer o (Do not check if a smaller reporting company)	Smaller reporting company o

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

o Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer)

o Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer)

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price per Unit	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee(1)
10% Senior Secured Exchange Notes due 2017	$225,000,000	100%	$225,000,000	$16,042.50
Guarantees of 10% Senior Secured Exchange Notes due 2017(2)	$225,000,000	(3)	(3)	(3)

(1) Represents the maximum principal amount at maturity of 10% Senior Secured Notes due 2017 that may be issued pursuant to the exchange offer described in this registration statement. Estimated solely for purposes of calculating the registration fee pursuant to Rule 457(f) under the Securities Act of 1933, as amended.

(2) The guarantors are U.S. wholly-owned subsidiaries of Kratos Defense & Security Solutions, Inc. and have guaranteed the notes being registered.

(3) Pursuant to Rule 457(n) under the Securities Act of 1933, as amended, no separate fee is payable for the guarantees of the notes.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

TABLE OF ADDITIONAL REGISTRANTS

Exact name of Registrant as specified in its Charter*	State of other Jurisdiction of Incorporation or Organization	I.R.S. Employee Identification Number
AI Metrix, Inc.	Delaware	94-3406239
Charleston Marine Containers, Inc.	Delaware	13-3895313
Dallastown Realty I, LLC	Delaware	13-3891517
Dallastown Realty II, LLC	Delaware	11-3531172
Defense Systems, Inc.	Virginia	54-1869791
Digital Fusion, Inc.	Delaware	13-3817344
Digital Fusion Solutions, Inc.	Florida	59-3443845
DTI Associates, Inc.	Virginia	54-1462882
Gichner Holdings, Inc.	Delaware	26-0537776
Gichner Systems Group, Inc.	Delaware	26-0537748
Gichner Systems International, Inc.	Delaware	13-3506543
Haverstick Consulting, Inc.	Indiana	35-1938389
Haverstick Government Solutions, Inc.	Ohio	61-1340684
HGS Holdings, Inc.	Indiana	35-2198582
JMA Associates, Inc.	Delaware	52-2228456
Kratos Commercial Solutions, Inc.	Delaware	33-0896808
Kratos Government Solutions, Inc.	Delaware	33-0431023
Kratos Mid-Atlantic, Inc.	Delaware	51-0261462
Kratos Southeast, Inc.	Georgia	58-1885960
Kratos Southwest, L.P.	Texas	74-2144182
Kratos Texas, Inc.	Texas	75-2982611
Madison Research Corporation	Alabama	63-0934056
Polexis, Inc.	California	33-0717132
Reality Based IT Services, Ltd.	Maryland	52-2191091
Rocket Support Services, LLC	Indiana	20-5113660
Shadow I, Inc.	California	51-0569123
Shadow II, Inc.	California	20-3744832
Shadow III, Inc.	California	20-5651555
Summit Research Corporation	Alabama	63-1285794
SYS	California	95-2467354
WFI NMC Corp.	Delaware	33-0936782

* The address of the principal executive offices of all of the registrants is 4820 Eastgate Mall, San Diego, CA 92121 and the telephone number is (858) 812-7300.

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The information in this prospectus is not complete and may be changed. We may not offer these securities for exchange until the Securities and Exchange Commission declares our registration statement effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer, solicitation or sale is not permitted.

Subject to completion, dated June 28, 2010

PROSPECTUS

KRATOS
FROM STRENGTH TO SUCCESS

Offer to Exchange
10% Senior Secured Notes due 2017
($225,000,000 in principal amount outstanding)

We are offering to exchange, upon the terms and subject to the conditions set forth in this prospectus and the accompanying letter of transmittal, our new registered 10% Senior Secured Notes due 2017 (the "exchange notes") for all of our outstanding unregistered 10% Senior Secured Notes due 2017 (the "original notes"). We will not receive any proceeds from the exchange offer.

Material Terms of the Exchange Offer

Terms of Exchange Notes. The terms of the exchange notes will be substantially identical to the original notes, except that the exchange notes will not be subject to transfer restrictions or registration rights relating to the original notes. See the section entitled "Description of the Exchange Notes" that begins on page 46 for more information about the exchange notes and related exchange guarantees to be issued in this exchange offer.

Expiration Date. The exchange offer expires at 5:00 p.m., New York City time, on , 2010, unless extended.

Notes Exchanged. All original notes tendered in accordance with the procedures in this prospectus and not withdrawn will be exchanged for an equal amount of exchange notes.

Conditions. The exchange offer is not conditioned upon a minimum aggregate principal amount of original notes being tendered. The exchange offer is subject only to the conditions that it not violate applicable laws or any applicable interpretation of the staff of the Securities and Exchange Commission (SEC).

Guarantees. We are also offering to exchange the notes guarantees associated with the original notes, which we refer to as the original guarantees, for the notes guarantees associated with the exchange notes, which we refer to as the exchange guarantees. The terms of the exchange guarantees will be substantially identical to the original guarantees, except that the exchange guarantees will not be subject to the transfer restrictions or registration rights relating to the original guarantees.

Market for Exchange Notes. There is no existing market for the exchange notes, and we do not intend to apply for their listing on any securities exchange or arrange for them to be quoted on any quotation system.

If you do not exchange your original notes and related original guarantees for exchange notes and related exchange guarantees in the exchange offer, you will continue to be subject to the restrictions on transfer provided in the original notes and related original guarantees and the indenture governing those notes. In general, you may not offer or sell your original notes and related original guarantees unless such offer or sale is registered under the federal securities laws or are sold in a transaction exempt from or not subject to the registration requirements of the federal securities laws and applicable state securities laws.

See "Risk Factors" beginning on page 13 for a discussion of certain risks that you should consider before participating in the exchange offer.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed on the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2010

Each broker-dealer that receives exchange notes for its own account pursuant to this exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. The letter of transmittal accompanying this prospectus states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act of 1933. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer during the 180 day period following the closing of the exchange offer in connection with resales of exchange notes received in exchange for original notes where such original notes were acquired by such broker-dealer as a result of market-making or other trading activities. We have agreed that during the 180 day period following the closing of the exchange offer we will make this prospectus available to any broker-dealer for use in connection with any such resale. See "Plan of Distribution."

ABOUT THIS PROSPECTUS

In making your decision regarding participation in the exchange offer, you should rely only on the information contained or incorporated by reference in this prospectus. We have not authorized anyone to provide you with any other information. We are not making an offer of these securities in places where offers and sales are not permitted. The information contained in this prospectus and any applicable prospectus supplement is accurate only on the date such information is presented. Our business, financial condition, results of operations and prospectus may have changed since that date. You should read this prospectus together with the additional information described under the heading "Where You Can Find More Information and Incorporation by Reference."

This prospectus may be supplemented from time to time to add, update or change information in this prospectus. Any statement contained in this prospectus will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in such prospectus supplement modifies or supersedes such statement. Any statement so modified will be deemed to constitute a part of this prospectus only as so modified, and any statement so superseded will be deemed not to constitute a part of this prospectus.

The registration statement containing this prospectus, including the exhibits to the registration statement, provides additional information about us and the securities offered under this prospectus.

The registration statement, including the exhibits, can be read on the website of the SEC or at the offices of the SEC as further described in "Where You Can Find More Information and Incorporation by Reference." You may obtain a copy of the registration statement and its exhibits, free of charge, by oral or written request directed to: Kratos Defense & Security Solutions, Inc., 4820 Eastgate Mall, San Diego, CA 92121, Attention: Corporate Secretary, phone number (858) 812-7300. **The exchange offer is expected to expire on , 2010 and you must make your exchange decision by this expiration date. To obtain timely delivery of the requested information, you must request this information by , 2010, which is five business days before the expiration date of the exchange offer.**

FORWARD-LOOKING STATEMENTS

This prospectus contains "forward-looking statements". Forward-looking statements relate to expectations, beliefs, future plans and strategies, anticipated events or trends and similar expressions concerning matters that are not historical facts or that necessarily depend upon future events. In some cases, you can identify forward-looking statements by terms such as "may," "will," "should," "could," "would," "expect," "plan," "anticipate," "believe," "estimate," "project," "predict," "potential" and similar forms of these words and expressions. Forward-looking statements contained in this prospectus include statements regarding our plans, strategies and objectives for our future operations; statements regarding future economic conditions; and statements of assumptions underlying any of the foregoing.

The forward-looking statements contained in this prospectus reflect our current views about future events, are based on assumptions, and are subject to known and unknown risks and uncertainties. Many important factors could cause actual results or achievements to differ materially from any future results or achievements expressed in or implied by our forward-looking statements, including the factors listed below. Many of the factors that will determine future events or achievements are beyond our ability to control or predict. Certain of these are important factors that could cause actual results or achievements to differ materially from the results or achievements reflected in our forward-looking statements, including, but not limited to:

- our high level of indebtedness;
- our ability to make interest and principal payments on our debt and satisfy the other covenants contained in the indenture that will governs the original notes and the exchange notes, our credit facility and other debt agreements;
- general economic conditions and inflation, interest rate movements and access to capital;
- changes or cutbacks in spending or the appropriation of funding by the U.S. federal government;
- changes in the scope or timing of our projects;
- our ability to realize the benefits of our acquisitions, including our ability to achieve anticipated opportunities and operating synergies, and accretion to reported earnings estimated to result from acquisitions in the time frame expected by management or at all;
- our revenues projections; and
- the effect of competition.

The forward-looking statements contained in this prospectus reflect our views and assumptions only as of the date of this prospectus. You should not place undue reliance on forward-looking statements. Except as required by law, we assume no responsibility for updating any forward-looking statements nor do we intend to do so. Our actual results, performance or achievements could differ materially from the results expressed in, or implied by, these forward-looking statements. The risks included here are not exhaustive. Refer to "Risk Factors" for further discussion regarding our exposure to risks.

PROSPECTUS SUMMARY

This summary highlights information from this prospectus, but does not contain all material features of the exchange offer. To understand all of the terms of the exchange offer and for a more complete understanding of our business, you should carefully read the entire prospectus and the documents incorporated by reference in this prospectus.

In this prospectus, references to "we," "our," "us," "the Company" or "Kratos"' mean Kratos Defense & Security Solutions, Inc. and its subsidiaries on a consolidated basis. In this prospectus, we use the term "original notes" to refer to the 10% Senior Secured Notes due 2017 that were issued on May 19, 2010, and the term "exchange notes" to refer to the 10% Senior Secured Notes due 2017, that have been registered under the Securities Act of 1933 and are being offered in exchange for the original notes as described in this prospectus.

Company Overview

We are one of the leading providers of mission-critical engineering, information technology services, strategic communications and warfighter solutions for customers primarily within the U.S. Department of Defense (DoD), U.S. intelligence agencies and other U.S. federal agencies. We believe we have particular expertise in providing services related to Command, Control, Communications, Computing, Combat Systems, Intelligence, Surveillance and Reconnaissance (C5ISR); weapons systems sustainment; military weapon range operations; network engineering services; information assurance and cyber security solutions and security and surveillance systems. Our employees are strategically located at key military installations throughout the United States and a majority of our over 2,600 employees have national security clearances. These security clearances, along with our past performance qualifications, are a requirement for the majority of our contract vehicles and customer engagements.

We offer our customers solutions and expertise to support their mission-critical needs by leveraging our skills across our core service areas. Our primary customers include the U.S. Army, U.S. Navy, U.S. Air Force and other agencies under the DoD. In addition, we provide services to various U.S. federal, state and local governments as well as commercial customers. We believe our strong customer relationships provide for a diversified and stable contract base. We also provide solutions and services for a wide range of well-established military programs and platforms, including DDG-51 Arleigh Burke Class Aegis, Chaparral, Oriole Rocket Target System, Predator, Reaper, Fire Scout and other Unmanned Aerial Vehicles (UAVs), Surface-Launched Advanced Medium Range Air-to-Air Missiles and Virginia Class Submarines.

On May 19, 2010, we acquired Gichner Holdings, Inc. (Gichner), a privately held leading manufacturer, designer and integrator of customized tactical military products and facilities, subsystems and modular systems for the U.S. military and its allies, for a total purchase price of approximately $133 million in cash.

On a pro forma basis which includes the recently completed Gichner acquisition, as of March 28, 2010, total backlog, which represents the estimated revenue we expect to realize over the remaining life of awarded contracts and task orders that we have in hand (funded and unfunded), was approximately $745 million, of which approximately $285 million was funded backlog.

Our Solutions and Services

We provide a comprehensive suite of mission-critical engineering, information technology services, strategic communications and warfighter solutions, in support of key programs for military, government and civil applications. We operate two principal segments, based on the nature of our solutions offered: Kratos Government Solutions, or our KGS segment, and Public Safety and Security, or our PSS segment.

Kratos Government Solutions

Under our KGS segment we offer three basic categories of solutions: Weapons Systems Solutions, Defense Engineering Solutions and Information Technology Solutions.

Weapons Systems Solutions

Weapons Systems Solutions includes logistics, engineering technical support, target operations support, international programs, rocket program services, technology initiatives and advanced weapon system research and engineering. We have experience with sophisticated weapons systems including Reaper and Fire Scout UAVs, Avenger, Fire Support Team Vehicles, anti-tank guided missiles, Lasers, M3P machine guns, Terminal High Altitude Aerial Defense missiles, night vision systems, Multiple Launch Rocket System, OH-58(D) Kiowa Warrior helicopters, electronic repair shelters, CH-47 Chinook helicopters, UH-60 Black Hawk helicopters, AH-64 Apache helicopters, Aviation Ground Support Equipment and Air Traffic Control. We primarily focus on proven programs and platforms that have a large installed base for which we can provide ongoing weapon system sustainment and life cycle support and assessment. For example, on the Kiowa OH-58 Helicopter, we designed, integrated, installed, tested and deployed a new main weapon system which delivers a higher rate of fire, greater killing power and accuracy. We believe we have expertise in designing, testing and integrating weapons onto existing UAVs, by proving concepts prior to full development.

We provide tactical combat vehicle shelters for C5ISR systems, weapon systems and warfighters. Our tactical military facilities and products include lightweight, high-strength enclosures for widely recognized military programs and platforms, as well as ruggedized and readily transported enclosures. Our product design approach focuses on highly engineered enclosures and facilities that have the flexibility to be modified to customer specifications. We routinely design, integrate and install components into our standard products, such as communication systems infrastructure, racks and cabinets and power distribution and lighting, among others.

Our customized products and solutions are currently deployed on a wide range of well-funded and proven military programs, including High Mobility Multipurpose Wheeled Vehicle (HMMWV) Command Post Platform, the MQ-1C Sky Warrior and RQ-7 Shadow UAVs, Patriot Surface to Air Missile System, the DDG-1000 Zumwalt-class, Expeditionary TriCon Sheler, NAVAIR Mobile Facility, Multi-Temperature Refrigerated Container System, Persistent Threat Detection System, Transportable Blackhawk Operations Simulator and Warfighter Information Network-Tactical. For example, we provide tactical enclosures for the MQ-1C Sky Warrior under the Universal Ground Control Station program, which provides ground control for the operation of this UAV. We also design and build the Air Vehicle Transporter that attaches to the HMMWV to transport the RQ-7 Shadow UAV and its equipment.

Our customers include the Aviation and Missile Command, Naval Surface Warfare Center, Warner Robins Air Logistics Center, Defense Logistics Agency and industry partners. In addition, we provide services and products internationally through Foreign Military Sales and other U.S. government contracts.

Defense Engineering Solutions

Defense Engineering Solutions provides a full spectrum of C5ISR, engineering and operational solutions in support of weapons range operations, rocket support services, ballistic missile defense, technical services and engineering and analysis. We also develop program requirements, support implementation of acquisition programs, and develop and test new systems. Key programs and platforms include DDG-51 Aegis Readiness, Oriole Rocket Target, Advanced Hypersonic Weapon, Electromagnetic Railgun and next generation ammunition. For example, we design, manufacture, deliver and launch Aegis Readiness Assessment Vehicles at the Pacific Missile Range Facility to

maintain and continually test the operational readiness of the fleet for U.S. ballistic missile defense. We also test and assess various Navy weapon systems on the weapons range at Dahlgren for the U.S. Navy.

Our customers include the Joint Inter Agency Task Force-South, the Naval Undersea Warfare Center, the Space and Naval Warfare Systems Center and Naval Sea Systems Command.

Information Technology Solutions

Information Technology Solutions provides solutions to government agencies for network design and architecture, engineering and operations, information assurance and cyber security and systems management. Other services include enterprise architecture, business analysis and intelligence, program management, data warehousing, database design and development, application integration and legacy system transformation and sustainment. Our programs and products include NeuralStar, our proprietary product for providing enterprise visibility and centralized monitoring, dopplerVUE, an integrated fault and performance monitoring system, the Ballistic Missile Defense System Control Battle Management and the Defense Information Systems Agency Network.

Our customers include the Ballistic Missile Defense Agency, Defense Contract Management Agency, Air Force Materiel Systems Group, Naval Warfare Systems Center, Defense Information System Agency and other agencies.

Public Safety and Security

Our PSS segment provides independent integrated solutions for advanced public safety, security and surveillance systems for government and commercial applications. Our solutions include designing, installing and servicing building technologies that protect people and property and make facilities more secure and efficient. We also provide solutions in such areas as access control, building automation and control, communications, digital and closed circuit television security and surveillance, fire and life safety, maintenance and services and product support services.

We provide solutions for customers in the healthcare, education, transportation and petro-chemical industries, as well as certain government and military customers. For example, we provide biometrics and other access control technologies to customers such as large data centers, government installations and other commercial enterprises.

Industry Overview

The U.S. federal government and the DoD in particular, are in the midst of a significant transformation that is driven by the U.S. federal government's need to address the changing nature of global threats, along with certain budgetary and procurement considerations. A significant aspect of this transformation is the use of C5ISR and information technology to increase the U.S. federal government's effectiveness and efficiency.

The result is increased defense spending aimed at significantly enhancing military readiness in areas such as missile defense, weapons system sustainment and extension and the overall strengthening of intelligence and security. For example, the objective of the DoD, as it relates to missile defense, is to continue to develop, test and field missile defense systems to protect the United States, its allies and deployed forces. Additionally the U.S. federal government is expected to increase spending on information technology to upgrade networks and transform the U.S. federal government from separate, isolated organizations into larger, enterprise level, network-centric organizations capable of sharing information broadly and quickly.

The delivery and execution of our mission-critical engineering and support services are driven by the priorities of the U.S. federal government, in particular the DoD. The key strategic priorities of the DoD are derived from the Quadrennial Defense Review (QDR), most recently released in February

2010. These priorities are focused on mission-critical capabilities of the U.S. armed forces and providing the support infrastructure necessary to sustain these forces in a time of heightened warfare readiness and deployment. Additionally, a fundamental priority outlined in the QDR is rebalancing the force, which includes the expansion of unmanned aircraft systems for intelligence, surveillance and reconnaissance (ISR); exploiting subsurface operations; enhancing the robustness of ISR capabilities and developing cyberspace operations.

The Fiscal Year (FY) 2011 DoD budget is $708.2 billion, an increase of $18.0 billion over FY 2010. The total budgetary increase of 3% represents a significant opportunity for U.S. federal government contractors supporting the DoD's warfighter, information technology and other operational priorities. The FY 2011 DoD budget includes supplemental funding of $159 billion to support overseas contingency operations, primarily in Iraq and Afghanistan. We participate in several of the largest procurement defense programs as measured by cumulative FY 2009—2013 DoD Budget Authority, including Missile Defense, UAV programs, Future Combat Systems, DDG-51 Arleigh Burke class Aegis Destroyers, and the Littoral Combat Ship.

Based on the most recent QDR and the FY 2011 DoD budget, we believe there will be significant market opportunities for providers of system sustainment, information technology and engineering services and solutions to U.S. federal government agencies over the next several years, particularly those in the defense and homeland security communities.

Competitive Strengths

We believe we have robust past performance qualifications in our respective business areas, including a work force that is experienced with the various systems we service and the customers we serve. We believe the following key strengths distinguish us competitively:

Significant and Highly Specialized Experience

Through existing customer engagements and the government-focused acquisitions we have completed over the past several years, we believe we have amassed significant and specialized experience in areas directly related to weapon system life-cycle extension and sustainment; missile, rocket and weapons system test and evaluation; C5ISR; military range operations and technical services and other highly differentiated services and solutions. This collective experience, or past performance qualifications, is a requirement for the majority of our contract vehicles and customer engagements. Further enhancing our specialized expertise, a majority of our over 2,600 employees have secret, top secret or higher security clearances. We believe these characteristics represent a significant competitive strength and position us to win renewal or follow-on business.

Diverse Base of Key Contracts with Low Concentration

As a result of our business development focus on securing key contracts, we are a preferred contractor on numerous multi-year government-wide acquisition contracts and multiple award contracts. Our preferred contractor status provides us with the opportunity to bid on hundreds of millions of dollars of business each year against a discrete number of other pre-qualified companies. We have a highly diverse base of contracts with no contract representing more than 5% of pro forma 2009 revenue. Our fixed price contracts, which are nearly all production contracts, represent approximately 54% of our pro forma 2009 revenue. Our cost plus and time and materials contracts each represent approximately 24% and 22% of our pro forma 2009 revenue, respectively. Our diverse base of customers includes the U.S. Army, U.S. Navy, U.S. Air Force and other government customers, representing 38%, 32%, 8% and 13% of pro forma 2009 revenue, respectively. We believe our diverse base of customers and low reliance on any one contract provides us with a stable, balanced revenue stream.

In-Depth Understanding of Client Missions

We believe we have a reputation for providing mission-critical services and solutions to our clients. Our relationships with our U.S. Army, U.S. Navy and U.S. Air Force customers generally exceed 10 years, enabling us to develop an in-depth understanding of their missions and technical needs. In addition, we have employees located at customer sites, providing us valuable strategic insights into our clients' ongoing and future program requirements. Our in-depth understanding of our client missions, in conjunction with the strategic location of our employees, enables us to offer technical solutions tailored to our clients' specific requirements and evolving mission objectives. In addition, once we are on-site with a customer, our contract re-compete win rate has historically been in excess of 85%.

Strategic Geographic Locations and Base Realignment and Closure

The U.S. Base Realignment and Closure (BRAC) Act of 2005 is the congressionally authorized process the DoD has implemented to reorganize its base structure to fewer, larger bases in order to more efficiently and effectively support U.S. armed forces, increase operational readiness and facilitate new ways of doing business. As a result of the DoD's BRAC transformation, we have concentrated part of our business strategy on building a significant presence in key BRAC receiving locations where the U.S. federal government is relocating its personnel and related technical and professional services. We believe our focus on increasing our strategic presence in key BRAC receiving locations will provide a significant competitive advantage.

Significant Cash Flow Visibility Driven by Stable Backlog

As of March 28, 2010, our pro forma total backlog was approximately $745 million, of which approximately $285 million was funded backlog. The majority of our sales are from orders issued under long-term contracts, typically three to five years in duration. Our contract backlog provides visibility into stable future revenue and cash flow over a diverse set of customers and contracts.

Highly Skilled Employees and an Experienced Management Team

We deliver our services through a skilled workforce of over 1,800 employees. Our senior managers have significant experience with U.S. federal government agencies, the U.S. military and federal government contractors. Members of our management team have experience growing businesses both organically and through acquisitions. We believe that the cumulative experience and differentiated expertise of our personnel in our core focus areas, coupled with our sizable employee base, the majority of which hold national security clearances, allow us to qualify for and bid on larger projects in a prime contracting role.

Our Strategy

Our strategy is to grow our business as a leading provider of highly differentiated services in our core areas of focus by delivering comprehensive, high-end engineering services, technical solutions and information technology solutions to U.S. federal government agencies while improving our profitability. To achieve our objective, we intend to:

Expand Services Provided to Existing Clients and Expand Client Base

We are focused on expanding the services we provide to our current clients by leveraging our strong relationships, technical capabilities and past performance qualifications and by offering a wider range of solutions. We are also focused on expanding our client base into areas with significant growth opportunities by leveraging our capabilities, industry reputation, long-term client relationships and diverse contract base. We believe our understanding of client missions, processes and needs, in conjunction with our full lifecycle information technology offerings, positions us to capture new

business from existing clients as the U.S. federal government continues to increase the volume of information services contracted to professional services providers.

Capitalize on Current Contract Base

We are aggressively pursuing task orders under our existing contract vehicles to maximize our revenue and strengthen our client relationships. We have developed several internal tools that facilitate our ability to track, prioritize and win task orders under these contract vehicles. We believe the combination of these tools, our technical expertise, past performance qualifications and knowledge of our clients' needs, will position us to win additional task orders.

Focus on Operating Margin Expansion

We believe we have significant opportunities to increase our operating margins and improve profitability by capitalizing on our corporate infrastructure investments and internally developed tools, improving efficiencies and reducing costs and concentrating on high value-added prime contracts. On a pro forma basis, our contract mix will include additional higher margin, fixed price contracts.

Concentrate on High Value-Added Prime Contracts

We expect to further improve our operating margins as we strive to increase the percentage of revenue we derive from our work as a prime contractor and from engagements where contracts are awarded on a best value, rather than on a low cost, basis. The U.S. federal government's move toward performance-based contract awards to realize greater returns on its investments has resulted in a shift to greater utilization of best value awards. We believe this shift will enable us to expand our operating margins as we are awarded more contracts of this nature.

Pursue Strategic Acquisitions

We intend to supplement our organic growth by selectively identifying, acquiring and integrating businesses that meet our primary objective of providing us with enhanced capabilities to pursue a broader cross section of the DoD, U.S. Department of Homeland Security (DHS) and other U.S. government markets, complement and broaden our existing client base and relationships, expand our primary service offerings and enhance past performance qualifications to win new business. Our senior management team has significant experience identifying, integrating and operating acquired companies.

Risk Factors

Investment in our notes involves substantial risks. See "Risk Factors" starting on page 11, the risks under the heading "Risk Factors" in our Form 10-K for the fiscal year ended December 27, 2009 and any subsequent period reports, as well as other information included in this prospectus for a discussion of certain risks relating to an investment in our notes.

Ratio of Earnings to Fixed Charges

The following summary is qualified by the more detailed information appearing in the computation table found in Exhibit 12.1 to the registration statement of which this prospectus is a part and the historical financial statements, including the notes to those financial statements, incorporated by reference in this prospectus.

Our earnings are inadequate to cover fixed charges. The following table sets forth the dollar amount of the coverage deficiency for all periods. We have not included a ratio of earnings to

combined fixed charges and preferred stock dividends because no preferred dividends are accrued, accruing or payable on our outstanding preference shares.

	Fiscal Year Ended					Three Months Ended
	December 31, 2005	December 31, 2006	December 31, 2007	December 28, 2008	December 27, 2009	March 28, 2010
Ratio of Earnings to Fixed Charges	—	—	—	—	—	—
Deficiency of Earnings Available to Cover Fixed Charges	$ (0.6)	$ (26.7)	$ (25.9)	$ (104.7)	$ (37.3)	$ (0.1)

Corporate Information

We were incorporated in the State of New York on December 19, 1994 and began operations in March 1995. We reincorporated in the State of Delaware in 1997. On September 12, 2007, we changed our name from Wireless Facilities, Inc. to Kratos Defense & Security Solutions, Inc. Our principal executive offices are located at 4820 Eastgate Mall, San Diego, California 92121, phone number 858-812-7300. Our common stock has been publicly traded since 1999 and is listed on the NASDAQ Global Select Market under the symbol "KTOS."

Summary of the Terms of the Exchange Offer

On May 19, 2010 we completed a private offering of $225 million of 10% Senior Secured Notes due 2017. In connection with the issuance of the original notes, we entered into a registration rights agreement in which we agreed that you, as a holder of unregistered notes, which we refer to as the original notes, would be entitled to exchange your unregistered notes for exchange notes registered under the Securities Act of 1933, as amended (Securities Act). The exchange offer is intended to satisfy these rights. After the exchange offer is completed, you will no longer be entitled to any registration rights with respect to your original notes. The exchange notes will be our obligations and will be entitled to the benefits of the indenture relating to the exchange notes. The form and terms of the exchange notes are identical in all material respects to the form and terms of the original notes, except that:

- the exchange notes will have been registered under the Securities Act and, therefore, will contain no restrictive legends;
- the exchange notes will not have registration rights;
- the exchange notes will not have rights to additional interest; and
- the exchange notes will bear a different CUSIP number from the original notes.

You should read the discussion under the heading "The Exchange Offer" beginning on page 36 and "Description of the Exchange Notes" beginning on page 46 for further information about the exchange offer and the exchange notes.

The Exchange Offer	We are offering to exchange up to $225,000,000 principal amount of exchange notes for an identical principal amount of original notes.
Expiration of the Exchange Offer	The exchange offer will expire at 5:00 p.m., New York City time, on , 2010, unless we extend the exchange offer, in which case the expiration date will mean the latest date and time to which we extend the exchange offer. See "The Exchange Offer—Expiration Date; Extensions; Amendments."
Procedures for Tendering Original Notes Held in the Form of Book-Entry Interests	The original notes were issued as global securities and were deposited with Wilmington Trust FSB who holds the original notes as the custodian for the Depository Trust Company (DTC). Beneficial interests in the original notes are held by participants in DTC on behalf of the beneficial owners of the original notes. We refer to beneficial interests in notes held by participants in DTC as notes held in book-entry form. Beneficial interests in notes held in book-entry form are shown on, and transfers of the notes can be made only through, records maintained in book-entry form by DTC and its participants.

	If you are a holder of an original note held in the form of a book-entry interest and you wish to tender your book-entry interest for exchange in the exchange offer, you must transmit to Wilmington Trust FSB, as exchange agent, on or prior to the expiration date of the exchange offer, the following: • a computer-generated message transmitted by means of DTC's Automated Tender Offer Program (ATOP) system that, when received by the exchange agent will form a part of a confirmation of book-entry transfer in which you acknowledge and agree to be bound by the terms of the letter of transmittal; and • a timely confirmation of book-entry transfer of your original notes into the exchange agent's account at DTC, according to the procedure for book-entry transfers described in this prospectus under the heading "The Exchange Offer—Procedures for Tendering."
Procedures for Tendering Original Notes Held in Certificated Form	If you hold your original notes in certificated form and wish to accept the exchange offer, sign and date the letter of transmittal, and deliver the letter of transmittal, along with certificates for the original notes and any other required documentation, to the exchange agent on or before the expiration date in accordance with the instructions contained in this prospectus and the letter of transmittal.
Special Procedures for Beneficial Owners	If you are a beneficial owner whose original notes are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and wish to tender those original notes in the exchange offer, please contact the registered holder as soon as possible and instruct them to tender on your behalf and comply with the instructions in this prospectus and the letter of transmittal.
Guaranteed Delivery Procedures	If you are unable to deliver the original notes, the letter of transmittal or any other required documents to the exchange agent or comply with the applicable ATOP procedures prior to the expiration date, you may tender your original notes according to the guaranteed delivery procedures described in this prospectus under the heading "The Exchange Offer—Guaranteed Delivery Procedures."
Withdrawal Rights	You may withdraw original notes you tendered by furnishing a notice of withdrawal to the exchange agent or by complying with applicable ATOP procedures at any time before 5:00 p.m. New York City time on the expiration date. See "The Exchange Offer—Withdrawal of Tenders."

Acceptance of Original Notes and Delivery of Exchange Notes	If the conditions described under "The Exchange Offer—Conditions" are satisfied, we will accept for exchange any and all original notes that are properly tendered and not withdrawn before the expiration date. See "The Exchange Offer—Procedures for Tendering." If we close the exchange offer, the exchange notes will be delivered promptly following the expiration date. Otherwise, we will promptly return any original notes accepted.
Consequences of Failure to Exchange	If you do not exchange your original notes for exchange notes, you will continue to be subject to the restrictions on transfer provided in the original notes and in the indenture governing the original notes. In general, the original notes may not be offered or sold unless registered under the Securities Act, except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. We do not intend to register the original notes under the Securities Act.
Registration Rights	You are entitled to exchange your original notes for exchange notes with substantially identical terms. This exchange offer satisfies this right. After the exchange offer is completed, you will no longer be entitled to any exchange or registration rights with respect to your original notes.
Federal Income Tax Considerations	The exchange of original notes for exchange notes in the exchange offer will not be a taxable event for U.S. federal income tax purposes. See "The Exchange Offer—Federal Income Tax Consequences" and "Certain U.S. Federal Income Tax Considerations" for a discussion of U.S. federal income tax considerations you should consider before tendering original notes in the exchange offer.
Exchange Agent	Wilmington Trust FSB is serving as exchange agent for the exchange offer. The address for the exchange agent is listed under "The Exchange Offer—Exchange Agent." If you would like more information about the exchange offer, you should call the exchange agent at (302) 636-6181. The facsimile number for the exchange agent is (302) 636-4139, Attention: Sam Hamed.

See "The Exchange Offer" for more detailed information concerning the terms of the exchange offer.

The Exchange Notes

The form and terms of the exchange notes to be issued in the exchange offer are the same as the form and terms of the original notes, except that the exchange notes will be registered under the Securities Act and, accordingly, will not bear legends restricting their transfer and will not be entitled to any rights under the registration rights agreement. The exchange notes issued in the exchange offer will evidence the same debt as the original notes, and both the original notes and the exchange notes are governed by the same indenture.

Issuer	Kratos Defense & Security Solutions, Inc.
Title	$225,000,000 aggregate principal amount of 10% Senior Secured Notes due 2017.
Maturity Date	June 1, 2017.
Interest Rate	We will pay interest on the exchange notes at an annual interest rate of 10%.
Interest Payment Dates	We will make interest payments on the exchange notes semi-annually in arrears on each December 1 and June 1, beginning December 1, 2010. Interest will accrue from the issue date of the original notes.
Guarantees	The exchange notes will be fully and unconditionally guaranteed, jointly and severally, on a senior secured basis by our existing and future domestic restricted subsidiaries (other than discontinued subsidiaries).
Ranking	The exchange notes and the guarantees will rank senior in right of payment to all of our and the guarantors' existing and future subordinated indebtedness and equal in right of payment with all of our and the guarantors' existing and future senior indebtedness, including indebtedness under our revolving credit facility.
Security Interest	The exchange notes and the related guarantees will be secured by a lien on substantially all of our and the guarantors' assets, subject to certain exceptions and permitted liens. However, the security interest in such assets (other than real property, plant, equipment, certain intellectual property and the capital stock of our subsidiaries (collectively, the Notes Priority Collateral)) that secure the exchange notes and the exchange guarantees will be contractually subordinated to liens thereon that secure our revolving credit facility. The security interest in assets securing the revolving credit facility that consist of Notes Priority Collateral will be contractually subordinated to liens thereon that secure the exchange notes.

Optional Redemption	On or after June 1, 2014, we may redeem some or all of the notes at the redemption prices set forth under "Description of the Exchange Notes—Redemption—Optional Redemption on or after June 1, 2014," plus accrued and unpaid interest to the date of redemption. Prior to June 1, 2013, we may redeem up to 35% of the aggregate principal amount of the notes at the premium set forth under "Description of the Exchange Notes—Redemption—Optional Redemption Upon Equity Offerings," plus accrued and unpaid interest to the redemption date, with the net cash proceeds of certain equity offerings. In addition, we may, at our option, redeem some or all of the notes at any time prior to June 1, 2014, by paying a "make whole" premium, plus accrued and unpaid interest, if any, to the date of redemption.
Change of Control Offer	If we experience certain change-of-control events, the holders of the notes will have the right to require us to purchase all or a portion of their notes at a price in cash equal to 101% of the principal amount thereof, plus accrued and unpaid interest to the date of purchase.
Asset Sale Offer	Upon certain asset sales, we may be required to offer to use the net proceeds thereof to purchase some of the notes at 100% of the principal amount thereof, plus accrued and unpaid interest to the date of purchase.
Use of Proceeds	We will not receive any cash proceeds from the issuance of the exchange notes. See "Use of Proceeds."

See "Description of the Exchange Notes" for more detailed information about the terms of exchange notes.

RISK FACTORS

An investment in the exchange notes involves significant risks. You should consider carefully the following risk factors and all of the information contained in this prospectus before deciding whether to purchase the exchange notes. The risks and uncertainties described below are not the only risks and uncertainties that we face. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our business operations. If any of those risks actually occurs, our business, financial condition and results of operations would suffer. The risks discussed below also include forward-looking statements. See "Forward-Looking Statements" in this prospectus.

Risks Related to the Exchange Notes

If you do not exchange your notes pursuant to this exchange offer, you may never be able to sell your notes.

It may be difficult for you to sell original notes that are not exchanged in the exchange offer. Those notes may not be offered or sold unless they are registered or there are exemptions from the registration requirements under the Securities Act and applicable state securities laws. If you do not tender your original notes or if we do not accept some of your original notes, those notes will continue to be subject to the transfer and exchange restrictions in:

- the indenture;
- the legend on the original notes; and
- the offering circular relating to the original notes.

The restrictions on transfer of your original notes arise because we issued the original notes pursuant to an exemption from the registration requirements of the Securities Act and applicable state securities laws. In general, you may only offer or sell the original notes if they are registered under the Securities Act and applicable state securities laws, or offered and sold pursuant to an exemption from such requirements. Holders who do not tender their original notes will not have any further registration rights under the registration rights agreement or otherwise, and we do not intend to register the original notes under the Securities Act. To the extent original notes are tendered and accepted in the exchange offer, the trading market, if any, for the original notes would be adversely affected.

There is no active market for the exchange notes and if an active trading market does not develop for these notes you may not be able to resell them.

There is currently no trading market for the exchange notes. We do not intend to list the exchange notes on any national securities exchange. The initial purchasers of the original notes have advised us that they intend to make a market in the exchange notes; however, the initial purchasers of the original notes are not obligated to make a market in the exchange notes, and they may discontinue their market-making activities at any time without notice. In addition, market-making activity will be subject to the limits imposed by law. Further, even if a market were to exist, the exchange notes could trade at prices that may be lower than the initial offering price depending on many factors, including prevailing interest rates, the markets for similar securities, general economic conditions and our financial condition, current stock price, performance and prospects.

The liquidity of, and the trading market for, the exchange notes may be adversely affected by general declines or disruptions in the market for non-investment grade debt. Historically, the market for non-investment grade debt has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the exchange notes. Any such disruptions could adversely affect the prices at which the exchange notes may be sold.

Your original notes will not be accepted for exchange if you fail to follow the applicable exchange offer procedures and, as a result, your original notes will continue to be subject to existing transfer restrictions and you may not be able to sell them.

We will not accept your original notes for exchange if you do not follow the applicable exchange offer procedures. We will issue exchange notes as part of the applicable exchange offer only after timely receipt of your original notes, a properly completed and duly executed letter of transmittal and all other required documents. Therefore, if you want to tender your original notes, please allow sufficient time to ensure timely delivery. If we do not receive your original notes, letter of transmittal and other required documents by the expiration date of the applicable exchange offer, we will not accept your original notes for exchange. We are under no duty to give notification of defects or irregularities with respect to the tenders of original notes for exchange. If there are defects or irregularities with respect to your tender of original notes, we will not accept your original notes for exchange.

We have substantial indebtedness, which may limit our financial flexibility.

In connection with the sale of the original notes, we incurred $225.0 million of indebtedness. In addition, we have $25.0 million of availability under our revolving credit facility. As a result of this indebtedness, our interest payment obligations will increase. The degree to which we will be leveraged could have adverse effects on our business, including the following:

- it may make it difficult for us to satisfy our obligations under the notes and our other indebtedness and contractual and commercial commitments;
- it may limit our flexibility in planning for, or reacting to, changes in our business and the industries in which we operate;
- it may require us to dedicate a substantial portion of our cash flow from operations to payments on our indebtedness, thereby reducing the availability of our cash flow to fund working capital, capital expenditures and other general corporate purposes;
- it may restrict us from making strategic acquisitions or exploiting business opportunities;
- it may place us at a competitive disadvantage compared to our competitors that have less debt;
- it may limit our ability to borrow additional funds;
- it may prevent us from raising the funds necessary to repurchase notes tendered to us if there is a change of control, which would constitute a default under the indenture governing the notes and under our revolving credit facility; and
- it may decrease our ability to compete effectively or operate successfully under adverse economic and industry conditions.

Despite our current indebtedness level, we and our subsidiaries may still be able to incur substantially more debt, which could exacerbate the risks associated with our substantial leverage.

We may be able to incur substantial additional indebtedness in the future. Although the indenture governing the notes and our revolving credit facility will limit our ability and the ability of our subsidiaries to incur additional indebtedness, these restrictions are subject to a number of qualifications and exceptions and, under certain circumstances, debt incurred in compliance with these restrictions could be substantial. For example, indebtedness in excess of $25.0 million may be incurred under our revolving credit facility in reliance on the $15.0 million general debt basket as well as the fixed charge debt incurrence test, which additional indebtedness may be secured subject to certain conditions. See clause (22) of the definition of the term "Permitted Liens" under "Description of the Exchange

Notes—Certain Definitions." In addition, the indenture governing the notes and our revolving credit facility will not prevent us from incurring obligations that do not constitute indebtedness. See the sections entitled "Description of the Exchange Notes—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" and "Description of Certain Indebtedness—revolving credit facility." To the extent that we incur additional indebtedness or such other obligations, the risks associated with our substantial leverage described above, including our possible inability to service our debt, would increase.

The value of the collateral may not be sufficient to satisfy all the obligations secured by such collateral. As a result, holders of the notes may not receive full payment on their notes following an event of default.

The liens on our assets (other than Notes Priority Collateral, defined under "Description of the Exchange Notes—Collateral") securing the exchange notes and the guarantees will be contractually subordinated to the liens thereon that secure our revolving credit facility. The holders of obligations under our revolving credit facility will be entitled to receive proceeds from any realization of such collateral to repay their obligations in full before the holders of the exchange notes and other obligations secured by liens subordinated to our revolving credit facility will be entitled to any recovery from such collateral. In the event of a foreclosure, the proceeds from the sale of all of such collateral may not be sufficient to satisfy the amounts outstanding under the notes (and other obligations similarly secured, if any) after payment in full of all obligations secured by our revolving credit facility.

No appraisal has been made of the collateral. The value of the collateral in the event of liquidation will depend upon market and economic conditions, the availability of buyers and similar factors. The collateral does not include contracts, agreements, licenses and other rights that by their express terms prohibit the assignment thereof or the grant of a security interest therein. Some of these may be material to us and such exclusion could have a material adverse effect on the value of the collateral. By its nature, some or all of the collateral may not have a readily ascertainable market value or may not be saleable or, if saleable, there may be substantial delays in its liquidation. To the extent that liens, security interests and other rights granted to other parties (including the lenders under our revolving credit facility) encumber assets owned by us, those parties have or may exercise rights and remedies with respect to the property subject to their liens that could adversely affect the value of that collateral and the ability of the trustee under the indenture governing the exchange notes or the holders thereof to realize or foreclose on that collateral. Consequently, we cannot assure investors in the exchange notes that liquidating the collateral securing the exchange notes would produce proceeds in an amount sufficient to pay any amounts due under the notes after also satisfying the obligations to pay any creditors with prior claims on the collateral, including the lenders under our revolving credit facility. If the proceeds of any sale of collateral are not sufficient to repay all amounts due on the exchange notes, the holders of the exchange notes (to the extent not repaid from the proceeds of the sale of the collateral securing the exchange notes) would have only an unsecured, unsubordinated claim against our and the guarantors' remaining assets. In addition, under the intercreditor agreement between the collateral agent for the exchange notes and the agent under our revolving credit facility, the right of the lenders to exercise certain remedies with respect to the collateral could delay liquidation of the collateral. Bankruptcy laws and other laws relating to foreclosure and sale also could substantially delay or prevent the ability of the collateral agent or any holder of the exchange notes to obtain the benefit of any collateral securing the notes. Such delays could have a material adverse effect on the value of the collateral.

Our debt service obligations may adversely affect our cash flow.

A higher level of indebtedness increases the risk that we may default on our debt obligations. We may not be able to generate sufficient cash flow to pay the interest on our debt, and future working capital, borrowings or equity financing may not be available to pay or refinance such debt. If we are

unable to generate sufficient cash flow to pay the interest on our debt, we may have to delay or curtail our operations.

Our ability to generate cash flows from operations and to make scheduled payments on our indebtedness will depend on our future financial performance. Our future financial performance will be affected by a range of economic, competitive and business factors that we cannot control, such as those described under "Risks Related to our Business." A significant reduction in operating cash flows resulting from changes in economic conditions, increased competition or other events beyond our control could increase the need for additional or alternative sources of liquidity and could have a material adverse effect on our business, financial condition, results of operations, prospects and our ability to service our debt and other obligations. If we are unable to service our indebtedness, we will be forced to adopt an alternative strategy that may include actions such as reducing capital expenditures, selling assets, restructuring or refinancing our indebtedness or seeking additional equity capital. These alternative strategies may not be effected on satisfactory terms, if at all, and they may not yield sufficient funds to make required payments on the notes and our other indebtedness.

If for any reason we are unable to meet our debt service and repayment obligations, we would be in default under the terms of the agreements governing our debt, which would allow our creditors at that time to declare certain outstanding indebtedness to be due and payable, which would in turn trigger cross-acceleration or cross-default rights between the relevant agreements. In addition, our lenders could compel us to apply all of our available cash to repay our borrowings or they could prevent us from making payments on the exchange notes. If the amounts outstanding under the exchange notes, our revolving credit facility and any other indebtedness, were to be accelerated, our assets may not be sufficient to repay in full the money owed to the lenders or to our other debt holders, including you as noteholders.

The indenture governing the original notes and exchange notes and the credit agreement governing our revolving credit facility impose significant operating and financial restrictions on us and our subsidiaries that may prevent us from pursuing certain business opportunities and restrict our ability to operate our business.

The indenture governing the notes and the credit agreement governing our revolving credit facility contains covenants that restrict our and our subsidiaries' ability to take various actions, such as:

- incur or guarantee additional indebtedness or issue certain preferred stock;
- pay dividends or make other distributions on, or redeem or purchase, any equity interests or make other restricted payments;
- make certain acquisitions or investments;
- create or incur liens;
- transfer or sell assets;
- incur restrictions on the payments of dividends or other distributions from our restricted subsidiaries;
- enter into transactions with affiliates; and
- consummate a merger or consolidation or sell, assign, transfer, lease or otherwise dispose of all or substantially all of our assets.

Our revolving credit facility also requires us to comply with specified financial ratios, including a borrowing base availability and minimum fixed charge coverage ratio. Our ability to comply with these covenants will likely be affected by many factors, including events beyond our control, and we may not satisfy those requirements. Our failure to comply with our debt-related obligations could result in an

event of default under our other indebtedness and the acceleration of our other indebtedness, in whole or in part, could result in an event of default under the indenture.

The restrictions contained in the indenture and in the credit agreement governing our revolving credit facility will also limit our ability to plan for or react to market conditions, meet capital needs or otherwise restrict our activities or business plans and adversely affect our ability to finance our operations, enter into acquisitions or to engage in other business activities that would be in our interest.

The exchange notes may receive a reduced rating in the future, which could cause a decline in the liquidity or market price of the notes.

If one or more rating agencies assigns the exchange notes a reduced rating lower than the rating in the future, the market price of the notes may be adversely affected.

We will in most cases have control over the collateral, and the sale of particular assets by us could reduce the pool of assets securing the exchange notes and the guarantees.

The collateral documents allow us to remain in possession of, retain exclusive control over, freely operate, and collect, invest and dispose of any income from, the collateral securing the exchange notes and the related guarantees. There are circumstances other than repayment or discharge of the exchange notes under which the collateral securing the exchange notes and guarantees will be released automatically, without your consent or the consent of the trustee, including:

- a sale, transfer or other disposal of such collateral in a transaction not prohibited under the indenture governing the notes;
- with respect to collateral held by a guarantor, upon the release of such guarantor from its guarantee of the exchange notes;
- with respect to collateral that is capital stock, upon the dissolution of the issuer of such capital stock in accordance with the indenture governing the exchange notes; and
- with respect to our assets (other than Notes Priority Collateral) that secure our revolving credit facility, upon any release in connection with a foreclosure or exercise of remedies with respect to such collateral in accordance with the terms of our revolving credit facility.

Pursuant to the terms of the intercreditor agreement, the holders of the exchange notes may not be able to control actions with respect to the collateral, whether or not the holders of the exchange notes agree or disagree with those actions.

The indenture governing the exchange notes also permits us to designate any existing or future restricted subsidiary that is a guarantor of the exchange notes or any future subsidiary as an unrestricted subsidiary. If we designate such a future subsidiary guarantor as an unrestricted subsidiary for purposes of the indenture governing the exchange notes, all of the liens on any collateral owned by such subsidiary or any of its subsidiaries and any guarantees of the exchange notes by such subsidiary or any of its subsidiaries will be released under the indenture governing the exchange notes but not necessarily under our revolving credit facility. Designation of an unrestricted subsidiary will reduce the aggregate value of the collateral securing the exchange notes to the extent that liens on the assets of the unrestricted subsidiary and its subsidiaries are released.

The lien-ranking provisions set forth in the intercreditor agreement substantially limit the rights of the holders of the exchange notes with respect to liens on the assets (other than Notes Priority Collateral) securing the exchange notes and the guarantees.

The rights of the holders of the exchange notes with respect to the liens on our assets (other than Notes Priority Collateral) securing the exchange notes and the guarantees are substantially limited pursuant to the terms of the lien-ranking provisions set forth in the intercreditor agreement. Under those lien-ranking provisions, at any time that obligations, such as our revolving credit facility, that have the benefit of senior liens on our assets (other than Notes Priority Collateral) are outstanding, any actions that may be taken in respect of such collateral, including the ability to cause the commencement of enforcement proceedings against such collateral and to control the conduct of such proceedings, and the approval of amendments to, releases of such collateral from the lien of, and waivers of past defaults under, the collateral documents, will be at the direction of the holders of such obligations secured by the senior liens on such collateral. The trustee, on behalf of the holders of the exchange notes, will not have the ability to control or direct such actions, even if the rights of the holders of the exchange notes are adversely affected. See "Description of the Exchange Notes—Intercreditor Agreement."

The rights of holders of exchange notes to the collateral securing the exchange notes may be adversely affected by the failure to perfect security interests in the collateral and other issues generally associated with the realization of security interests in collateral.

Your rights in the collateral may be adversely affected by the failure to perfect security interests in certain collateral in the future. Applicable law requires that certain property and rights acquired after the grant of a general security interest, such as real property, equipment subject to a certificate and certain proceeds, can be perfected only at the time at which such property and rights are acquired and identified. The trustee and the collateral agent for the exchange notes may not monitor, and we are not required to inform the trustee and the collateral agent of, the future acquisition of property and rights that constitute collateral, and necessary action may not be taken to properly perfect the security interest in such after-acquired collateral. The collateral agent for the exchange notes has no obligation to monitor the acquisition of additional property or rights that constitute collateral or the perfection of any security interest in favor of the exchange notes against third parties. A failure to monitor such acquisition and take necessary action may result in the loss of the effectiveness of the grant of the security interest therein or the priority of the security interest in favor of the exchange notes against third parties.

In addition, the security interest of the collateral agent for the exchange notes will be subject to practical challenges generally associated with the realization of security interests in collateral. For example, the collateral agent may need to obtain the consent of third parties and make additional filings. If we are unable to obtain these consents or make these filings, the security interests may be invalid and the holders of the exchange notes will not be entitled to the collateral or any recovery with respect to the collateral. The collateral agent may not be able to obtain any such consent. Further, the consents of any third parties may not be given when required to facilitate a foreclosure on such collateral. Accordingly, the collateral agent may not have the ability to foreclose upon those assets, and the value of the collateral may significantly decrease. We are also not required to obtain third party consents in certain categories of collateral.

The imposition of certain permitted liens will cause the assets on which such liens are imposed to be excluded from the collateral securing the exchange notes and the guarantees. There are also certain other categories of property that are also excluded from the collateral.

The indenture governing the exchange notes will permit liens in favor of third parties to secure certain indebtedness, such as indebtedness incurred under our revolving credit facility (which could

exceed $25.0 million in the aggregate), purchase money indebtedness and capital lease obligations, and assets subject to such liens will in certain circumstances be excluded from the collateral securing the exchange notes and the guarantees. Our ability to incur purchase money indebtedness and capital lease obligations is subject to limitations as described in "Description of the Exchange Notes—Collateral." Certain of these third party liens rank senior to the liens securing the exchange notes under the indenture. In addition, certain categories of assets are excluded from the collateral securing the exchange notes and the guarantees and the liens on certain categories of assets are not required to be perfected. Excluded assets include certain contracts, certain equipment, and the assets of any non-guarantor subsidiary and certain capital stock and other securities of domestic subsidiaries substantially all of whose assets consist of the equity of foreign entities. See "Description of the Exchange Notes." If an event of default occurs and the exchange notes are accelerated, the exchange notes and the guarantees will rank equally with the holders of other unsubordinated and unsecured indebtedness of the relevant entity with respect to such excluded property and will be effectively subordinated to holders of obligations secured by a lien perfected on such excluded property.

The pledge of the capital stock of our subsidiaries that secure the exchange notes will automatically be released from the lien on them and no longer constitute collateral when the pledge of such capital stock or such other securities would require the filing of separate financial statements with the SEC for that subsidiary.

The exchange notes and the guarantees will be secured by a pledge of the stock of some of our subsidiaries. Under the SEC regulations in effect as of the issue date of the exchange notes, if the par value, book value as carried by us or market value (whichever is greatest) of the capital stock, other securities or similar items of a subsidiary pledged as part of the collateral is greater than or equal to 20% of the aggregate principal amount of the exchange notes then outstanding, such a subsidiary would be required to provide separate financial statements to the SEC. Therefore, the indenture and the collateral documents provide that any capital stock and other securities of our subsidiaries will be excluded from the collateral to the extent that the pledge of such capital stock or other securities to secure the exchange notes would cause such companies to be required to file separate financial statements with the SEC pursuant to Rule 3-16 of Regulation S-X (as in effect from time to time).

As a result, holders of the exchange notes could lose a portion or all of their security interest in the capital stock or other securities of those subsidiaries. It may be more difficult, costly and time-consuming for holders of the exchange notes to foreclose on the assets of a subsidiary than to foreclose on its capital stock or other securities, so the proceeds realized upon any such foreclosure could be significantly less than those that would have been received upon any sale of the capital stock or other securities of such subsidiary. See "Description of the Exchange Notes."

Rights of holders of exchange notes in the collateral may be adversely affected by bankruptcy proceedings.

The right of the collateral agent for the exchange notes to repossess and dispose of the collateral securing the exchange notes upon acceleration is likely to be significantly impaired by U.S. federal bankruptcy law if bankruptcy proceedings are commenced by or against us prior to or possibly even after the collateral agent has repossessed and disposed of the collateral. Under the U.S. Bankruptcy Code, a secured creditor, such as the collateral agent for the exchange notes, is prohibited from repossessing its security from a debtor in a bankruptcy case, or from disposing of security repossessed from a debtor, without bankruptcy court approval. Moreover, bankruptcy law permits the debtor to continue to retain and to use collateral, and the proceeds, products, rents or profits of the collateral, even though the debtor is in default under the applicable debt instruments; *provided* that the secured creditor is given "adequate protection." The meaning of the term "adequate protection" may vary according to circumstances, but it is intended in general to protect the value of the secured creditor's interest in the collateral and may include cash payments or the granting of additional security, if and at such time as the court in its discretion determines, for any diminution in the value of the collateral as a

result of the stay of repossession or disposition or any use of the collateral by the debtor during the pendency of the bankruptcy case. In view of the broad discretionary powers of a bankruptcy court, it is impossible to predict how long payments under the exchange notes could be delayed following commencement of a bankruptcy case, whether or when the collateral agent would repossess or dispose of the collateral, or whether or to what extent holders of the exchange notes would be compensated for any delay in payment of loss of value of the collateral through the requirements of "adequate protection." Furthermore, in the event the bankruptcy court determines that the value of the collateral is not sufficient to repay all amounts due on the exchange notes, the holders of the exchange notes would have "under-secured claims" as to the difference. Federal bankruptcy laws do not permit the payment or accrual of interest, costs and attorneys' fees for "under-secured claims" during the debtor's bankruptcy case. Additionally, the trustee's ability to foreclose on the collateral on your behalf may be subject to the consent of third parties, prior liens and practical problems associated with the realization of the trustee's security interest in the collateral. Moreover, the debtor or trustee in a bankruptcy case may seek to void an alleged security interest in collateral for the benefit of the bankruptcy estate. It may successfully do so if the security interest is not properly perfected or was perfected within a specified period of time (generally 90 days) prior to the initiation of such proceeding. Under such circumstances, a creditor may hold no security interest and be treated as holding a general unsecured claim in the bankruptcy case. It is impossible to predict what recovery (if any) would be available for such an unsecured claim if we became a debtor in a bankruptcy case. While U.S. bankruptcy law generally invalidates provisions restricting a debtor's ability to assume and/or assign a contract, there are exceptions to this rule which could be applicable in the event that we become subject to a U.S. bankruptcy proceeding.

Under certain circumstances, a court could cancel the exchange notes or the related guarantees and the security interests that secure the exchange notes and the guarantees under fraudulent conveyance laws.

Our issuance of the exchange notes and the related guarantees may be subject to review under U.S. federal or state fraudulent transfer laws. If we become a debtor in a case under the U.S. Bankruptcy Code or encounter other financial difficulty, a court could avoid (that is, cancel) our obligations under the exchange notes. The court might do so if it finds that when we issued the exchange notes, (a) we received less than reasonably equivalent value or fair consideration and (b) we either (1) were or were rendered insolvent, (2) were left with inadequate capital to conduct our business or (3) believed or reasonably should have believed that we would incur debts beyond our ability to pay. The court could also avoid the exchange notes, without regard to the factors described in clauses (a) and (b) above, if it finds that we issued the exchange notes with actual intent to hinder, delay or defraud our creditors.

Similarly, if one of our guarantors becomes a debtor in a case under the U.S. Bankruptcy Code or encounters other financial difficulty, a court might cancel its guarantee if it finds that when such guarantor issued its guarantee (or in some jurisdictions, when payments become due under the guarantee), factors (a) and (b) above applied to such guarantor, such guarantor was a defendant in an action for money damages or had a judgment for money damages docketed against it (if, in either case, after final judgment the judgment is unsatisfied), or if it found that such guarantor issued its guarantee with actual intent to hinder, delay or defraud its creditors.

A court could avoid any payment by us or any guarantor pursuant to the exchange notes or a guarantee or any realization on the pledge of assets securing the exchange notes or the guarantees, and require the return of any payment or the return of any realized value to us or such guarantor, as the case may be, or to a fund for the benefit of our or such guarantor's creditors. In addition, under the circumstances described above, a court could subordinate rather than avoid obligations under the exchange notes, the guarantees or the pledges. If the court were to avoid any guarantee, funds may not be available to pay the exchange notes from another guarantor or from any other source.

The test for determining solvency for purposes of the foregoing will vary depending on the law of the jurisdiction being applied. In general, a court would consider an entity insolvent either if the sum of its existing debts exceeds the fair value of all of its property, or its assets' present fair saleable value is less than the amount required to pay the probable liability on its existing debts as they become due. For this analysis, "debts" include contingent and unliquidated debts. If a court avoided our obligations under the notes and the obligations of all of the guarantors under their guarantees, holders of the exchange notes would cease to be our creditors or creditors of the future guarantors and likely have no source from which to recover amounts due under the exchange notes. Even if the guarantee of a guarantor is not avoided as a fraudulent transfer, a court may subordinate the guarantee to such guarantor's other debt. In that event, the guarantees would be structurally subordinated to all of such guarantor's other debt.

The indenture governing the exchange notes will limit the liability of each guarantor on its guarantee to the maximum amount that such guarantor can incur without risk that its guarantee will be subject to avoidance as a fraudulent transfer. This limitation may not protect such guarantees from fraudulent transfer challenges or, if it does, that the remaining amount due and collectible under the guarantees may not suffice, if necessary, to pay the exchange notes in full when due.

Any future pledge of collateral may be avoidable in bankruptcy.

Any future pledge of collateral in favor of the trustee or collateral agent, including pursuant to security documents delivered after the date of the indenture governing the exchange notes, may be avoidable by the pledgor (a debtor in possession) or by its trustee in bankruptcy if certain events or circumstances exist or occur, including, among others, if (1) the pledgor is insolvent at the time of the pledge, (2) the pledge permits the holders of the exchange notes to receive a greater recovery than if the pledge had not been given and (3) a bankruptcy proceeding in respect of the pledgor is commenced within 90 days following the pledge or the perfection thereof, or, in certain circumstances, a longer period.

The collateral is subject to casualty risks.

We intend to maintain insurance or otherwise insure against hazards in a manner appropriate and customary for our business. There are, however, certain losses that may be either uninsurable or not economically insurable, in whole or in part. Insurance proceeds may not compensate us fully for our losses. If there is a complete or partial loss of any of the collateral, the insurance proceeds may not be sufficient to satisfy all of the secured obligations, including the exchange notes and the guarantees.

Our ability to repurchase the exchange notes upon a change of control may be limited.

Upon the occurrence of specific change of control events, we will be required to offer to repurchase all outstanding exchange notes at 101% of the principal amount, plus accrued and unpaid interest, if any, to the date of repurchase. The lenders under our revolving credit facility will have the right to accelerate the indebtedness thereunder upon a change of control. Any of our future debt agreements may contain a similar provision. However, we may not have sufficient funds at the time of the change of control to make the required repurchase of exchange notes or repayment of our other indebtedness. Any of our future debt agreements may contain similar restrictions. If we fail to repurchase any exchange notes submitted in a change of control offer, it would constitute an event of default under the indenture governing the exchange notes which would, in turn, constitute an event of default under our revolving credit facility and could constitute an event of default under our other indebtedness, even if the change of control itself would not cause a default. Important corporate events, such as takeovers, recapitalizations or similar transactions, may not constitute a change of control under the indenture governing the exchange notes and thus not permit the holders of the

exchange notes to require us to repurchase or redeem the exchange notes. See "Description of the Exchange Notes—Repurchase Upon Change of Control."

Risks Related to our Business

Our business could be adversely affected by changes in the contracting or fiscal policies of the U.S. federal government and governmental entities.

We derive a significant portion of our revenue from contracts with the U.S. federal government and government agencies and subcontracts under U.S. federal government prime contracts and the success of our business and growth of our business will continue to depend on our successful procurement of government contracts either directly or through prime contractors. Accordingly, changes in government contracting policies or government budgetary constraints could directly affect our financial performance. Among the factors that could adversely affect our business are:

- changes in fiscal policies or decreases in available government funding, including budgetary constraints affecting U.S. federal government spending generally, or specific departments or agencies in particular;
- the adoption of new laws or regulations or changes to existing laws or regulations;
- changes in political or social attitudes with respect to security and defense issues;
- changes in U.S. federal government programs or requirements, including the increased use of small business providers;
- increases in the U.S. federal government initiatives related to in-sourcing;
- changes in or delays related to government restrictions on the export of defense articles and services;
- potential delays or changes in the government appropriations process; and
- delays in the payment of our invoices by government payment offices.

These and other factors could cause governments and government agencies, or prime contractors that use us as a subcontractor, to reduce their purchases under existing contracts, to exercise their rights to terminate contracts at-will or to abstain from exercising options to renew contracts, any of which could have an adverse effect on our business, financial condition and results of operations. Many of our government customers are subject to stringent budgetary constraints. The award of additional contracts from government agencies could be adversely affected by spending reductions or budget cutbacks at these agencies.

We may not realize the anticipated benefits of the acquisitions, including our acquisition of Gichner, because of integration difficulties.

Integrating the operations of acquired businesses, including our acquisition of Gichner, successfully or otherwise realizing any of the anticipated benefits of an acquisition, including anticipated cost savings and additional revenue opportunities, involves a number of potential challenges. The failure to meet these integration challenges could seriously harm our financial condition and results of operations. Realizing the benefits of acquisitions will depend in part on the integration of information technology (IT) operations and personnel. These integration activities are complex and time-consuming and we may encounter unexpected difficulties or incur unexpected costs, including:

- our inability to achieve the operating synergies anticipated in an acquisition;
- diversion of management attention from ongoing business concerns to integration matters;

- difficulties in consolidating and rationalizing IT platforms and administrative infrastructures;
- complexities associated with managing the geographic separation of combined businesses and consolidating multiple physical locations where management may determine consolidation is desirable;
- difficulties in integrating personnel from different corporate cultures while maintaining focus on providing consistent, high quality customer service;
- challenges in demonstrating to our customers and to acquisition customers that the combination will not result in adverse changes in customer service standards or business focus; and
- possible cash flow interruption or loss of revenue as a result of change of ownership transitional matters.

We may not successfully integrate the operations acquired businesses in a timely manner, and we may not realize the anticipated benefits and synergies of an acquisition to the extent, or in the time frame, anticipated.

If we are unable to manage our growth profitably after an acquisition is completed, our business and financial results could suffer.

Our future financial results will depend in part on our ability to profitably manage our growth on a combined basis with acquired entities. We will need to maintain existing customers and attract new customers, recruit, retain and effectively manage employees, as well as expand operations and integrate customer support and financial control systems. If our integration-related expenses and capital expenditure requirements are greater than anticipated or if we are unable to manage our growth profitably after an acquisition, our financial condition and results of operations may suffer.

Our ability to utilize our net operating loss carryforwards and certain other tax attributes may be limited.

Federal and state tax laws impose restrictions on the utilization of net operating loss and tax credit carryforwards in the event of an "ownership change" for tax purposes as defined by Section 382 of the Internal Revenue Code. Under Section 382 of the Internal Revenue Code, if a corporation undergoes an "ownership change" (generally defined as greater than 50% change (by value) in its equity ownership over a three year period), the corporation's ability to use its pre-change net operating loss carryforwards and other pre-change tax attributes to offset its post-change income may be limited. We believe that an "ownership change" has occurred, which will limit our utilization of the net operating loss carryforwards. We are currently evaluating the extent of the limitation on our annual utilization of the net operating loss carryforwards. Any potential limitation would not impact the income tax provisions for the year ended December 26, 2010. In addition, future equity offerings or acquisitions that have equity as a component of the purchase price could result in an "ownership change".

We derive a substantial amount of our revenues from the sale of our solutions either directly or indirectly to U.S. government entities pursuant to government contracts, which differ materially from standard commercial contracts, involve competitive bidding and may be subject to cancellation or delay without penalty, any of which may produce volatility in our revenues and earnings.

Government contracts frequently include provisions that are not standard in private commercial transactions, and are subject to laws and regulations that give the U.S. federal government rights and remedies not typically found in commercial contracts, including provisions permitting the U.S. federal government to:

- terminate our existing contracts;
- reduce potential future income from our existing contracts;

- modify some of the terms and conditions in our existing contracts;
- suspend or permanently prohibit us from doing business with the U.S. federal government or with any specific government agency;
- impose fines and penalties;
- subject us to criminal prosecution;
- suspend work under existing multiple year contracts and related task orders if the necessary funds are not appropriated by the U.S. Congress;
- decline to exercise an option to extend an existing multiple year contract; and
- claim rights in technologies and systems invented, developed or produced by us.

In addition, government contracts are frequently awarded only after formal competitive bidding processes, which have been and may continue to be protracted and typically impose provisions that permit cancellation in the event that necessary funds are unavailable to the public agency. Competitive procurements impose substantial costs and managerial time and effort in order to prepare bids and proposals for contracts that may not be awarded to us. In many cases, unsuccessful bidders for government agency contracts are provided the opportunity to formally protest certain contract awards through various agencies, administrative and judicial channels. The protest process may substantially delay a successful bidder's contract performance, result in cancellation of the contract award entirely and distract management. We may not be awarded contracts for which we bid, and substantial delays or cancellation of purchases may follow our successful bids as a result of such protests.

Certain of our government contracts also contain "organizational conflict of interest" clauses that could limit our ability to compete for certain related follow-on contracts. For example, when we work on the design of a particular solution, we may be precluded from competing for the contract to install that solution. While we actively monitor our contracts to avoid these conflicts, we cannot guarantee that we will be able to avoid all organizational conflict of interest issues.

We may not receive the full amounts estimated under the contracts in our backlog, which could reduce our revenue in future periods below the levels anticipated and which makes backlog an uncertain indicator of future operating results.

As of March 29, 2009 and March 28, 2010, our total backlog was approximately $690 million and $583 million, respectively, of which $165 million was funded as of March 29, 2009 and $185 million was funded as of March 28, 2010. Funded backlog is estimated future revenue under government contracts and task orders for which funding has been appropriated by Congress and authorized for expenditure by the applicable agency, plus our estimate of the future revenue we expect to realize from our commercial contracts that are under firm orders. Although funded backlog represents only business which is considered to be firm, cancellations or scope adjustments may still occur. Unfunded backlog reflects our estimate of future revenue under awarded government contracts and task orders for which either funding has not yet been appropriated or expenditure has not yet been authorized. Unfunded backlog does not include estimates of revenue from government-wide acquisition contracts (GWACs) or General Services Administration (GSA) schedules beyond awarded or funded task orders, but does include estimates of revenue beyond awarded or funded task orders for other types of indefinite delivery/indefinite quantity (IDIQ) contracts. The amount of unfunded backlog is not exact or guaranteed and is based upon, among other things, management's experience under such contracts and similar contracts, the particular clients, the type of work and budgetary expectations. Our management may not accurately assess these factors or estimate the revenue we will realize from these contracts, and our unfunded and total backlog may not reflect the actual revenue ultimately received from these contracts.

Backlog is typically subject to large variations from quarter to quarter and comparisons of backlog from period to period are not necessarily indicative of future revenues. The contracts comprising our backlog may not result in actual revenue in any particular period or at all, and the actual revenue from such contracts may differ from our backlog estimates. The timing of receipt of revenues, if any, on projects included in backlog could change because many factors affect the scheduling of projects. Cancellation of or adjustments to contracts may occur. Additionally, all U.S. government contracts included in backlog, whether or not funded, may be terminated at the convenience of the U.S. government. The failure to realize all amounts in our backlog could adversely affect our revenues and gross margins. As a result, our funded and total backlog as of any particular date may not be an accurate indicator of our future earnings.

We are subject to environmental laws and potential exposure to environmental liabilities. This may affect our ability to develop, sell or rent our property or to borrow money where such property is required to be used as collateral.

Because of our recent acquisition of Gichner, we use hazardous materials common to industrial manufacturing. We are required to follow U.S. federal, state and local environmental laws and regulations regarding the handling, storage and disposal of these materials, including the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and the Toxic Substances Control Act. We could be subject to fines, suspensions of production, alteration of our manufacturing processes or interruption or cessation of our operations if we fail to comply with present or future laws or regulations related to the use, storage, handling, discharge or disposal of toxic, volatile or otherwise hazardous chemicals used in our manufacturing processes. These regulations could require us to acquire expensive remediation equipment or to incur significant other expenses to comply with environmental regulations. Our failure to control the handling, use, storage or disposal of, or adequately restrict the discharge of, hazardous substances could subject us to liabilities and production delays, which could cause us to miss our customers' delivery schedules, thereby reducing our sales for a given period. We may also have to pay regulatory fines, penalties or other costs (including remediation costs), which could materially reduce our profits and adversely affect our financial condition. Permits are required for our operations, and these permits are subject to renewal, modification and, in some cases, revocation.

Environmental and health and safety laws change rapidly and have tended to become more stringent over time. As a result, acquired entities may not have always been and may not always be in compliance with all environmental and health and safety laws, regulations and/or permit conditions. Additionally, future environmental and health and safety laws and regulations may require us to make substantial expenditures. Additionally, our costs to comply with, or any liabilities under, these laws and regulations could have a material adverse effect on our business, financial condition and results of operations. Environmental permits and other governmental authorizations are required for our operations. A decision by a government agency to deny or delay issuing a new or renewed material permit or approval, or to revoke or substantially modify an existing permit or approval, could have a material adverse effect on our ability to continue operations at the affected facility and on our business, financial condition and results of operations.

In addition, under environmental laws, ordinances or regulations, a current or previous owner or operator of property may be liable for the costs of removal or remediation of some kinds of hazardous substances or petroleum products on, under, or in its property, adjacent or nearby property, or offsite disposal locations, without regard to whether the owner or operator knew of, or caused, the presence of the contaminants, and regardless of whether the practices that resulted in the contamination were legal at the time they occurred. One of our recently acquired entities has incurred, is incurring currently, and may incur in the future, liabilities under CERCLA and other environmental cleanup laws

at our current or former facilities, adjacent or nearby properties or offsite disposal locations. The costs associated with future cleanup activities that we may be required to conduct or finance may be material. The presence of, or failure to remediate properly, hazardous substances or petroleum products may adversely affect the ability to sell or rent the property or to borrow funds using the property as collateral and may require us to record environmental covenants restricting the use of such property. Additionally, we may become subject to claims by third parties based on damages, including personal injury and property damage, and costs resulting from the disposal or release of hazardous substances into the environment.

We face intense competition from many competitors that have greater resources than we do, which could result in price reductions, reduced profitability or loss of market share.

We operate in highly competitive markets and generally encounter intense competition to win contracts from many other firms, including mid-tier U.S. federal contractors with specialized capabilities and large defense and IT services providers. Competition in our markets may increase as a result of a number of factors, such as the entrance of new or larger competitors, including those formed through alliances or consolidation. These competitors may have greater financial, technical, marketing and public relations resources, larger client bases and greater brand or name recognition than we do. These competitors could, among other things:

- divert sales from us by winning very large-scale government contracts, a risk that is enhanced by the recent trend in government procurement practices to bundle services into larger contracts;
- force us to charge lower prices; or
- adversely affect our relationships with current clients, including our ability to continue to win competitively awarded engagements in which we are the incumbent.

If we lose business to our competitors or are forced to lower our prices, our revenue and our operating profits could decline. In addition, we may face competition from our subcontractors who, from time to time, seek to obtain prime contractor status on contracts for which they currently serve as a subcontractor to us. If one or more of our current subcontractors are awarded prime contractor status on such contracts in the future, it could divert sales from us or could force us to charge lower prices, which could cause our margins to suffer.

Our financial results may vary significantly from quarter to quarter.

We expect our revenue and operating results to vary from quarter to quarter. Reductions in revenue in a particular quarter could lead to lower profitability in that quarter because a relatively large amount of our expenses are fixed in the short-term. We may incur significant operating expenses during the start-up and early stages of large contracts and may not be able to recognize corresponding revenue in that same quarter. We may also incur additional expenses when contracts expire, are terminated or are not renewed.

In addition, payments due to us from U.S. federal government agencies may be delayed due to billing cycles or as a result of failures of government budgets to gain congressional and administration approval in a timely manner. The U.S. federal government's fiscal year ends September 30. If a U.S. federal budget for the next U.S. federal fiscal year has not been approved by that date in each year, our clients may have to suspend engagements that we are working on until a budget has been approved. Any such suspensions may reduce our revenue in the fourth quarter of that year or the first quarter of the subsequent year. The U.S. federal government's fiscal year end can also trigger increased purchase requests from clients for equipment and materials. Any increased purchase requests we receive as a result of the U.S. federal government's fiscal year end would serve to increase our third or fourth quarter revenue, but will generally decrease profit margins for that quarter, as these activities generally are not as profitable as our typical offerings.

Additional factors that may cause our financial results to fluctuate from quarter to quarter include those addressed elsewhere in "Risk Factors" and the following, among others:

- the terms of customer contracts that affect the timing of revenue recognition;
- variability in demand for our services and solutions;
- commencement, completion or termination of contracts during any particular quarter;
- timing of award or performance incentive fee notices;
- timing of significant bid and proposal costs;
- variable purchasing patterns under GSA Schedule 70 contracts, GWACs, blanket purchase agreements and other contracts;
- restrictions on and delays related to the export of defense articles and services;
- costs related to government inquiries;
- strategic decisions by us or our competitors, such as acquisitions, divestitures, spin-offs and joint ventures;
- strategic investments or changes in business strategy;
- changes in the extent to which we use subcontractors;
- seasonal fluctuations in our staff utilization rates;
- changes in our effective tax rate including changes in our judgment as to the necessity of the valuation allowance recorded against our deferred tax assets; and
- the length of sales cycles.

Significant fluctuations in our operating results for a particular quarter could cause us to fall out of compliance with the financial covenants contained in our credit facility, which if not waived by the lenders thereunder, could restrict our access to capital and cause us to take extreme measures to pay down our debt under the credit facility.

If we fail to establish and maintain important relationships with government entities and agencies and other government contractors, our ability to bid successfully for new business may be adversely affected.

To develop new business opportunities, we primarily rely on establishing and maintaining relationships with various government entities and agencies. We may be unable to successfully maintain our relationships with government entities and agencies, and any failure to do so could materially adversely affect our ability to compete successfully for new business. In addition, we often act as a subcontractor or in "teaming" arrangements in which we and other contractors bid together on particular contracts or programs for the U.S. federal government or government agencies. As a subcontractor or team member, we often lack control over fulfillment of a contract, and poor performance on the contract could tarnish our reputation, even when we perform as required. We expect to continue to depend on relationships with other contractors for a portion of our revenue in the foreseeable future. Moreover, our revenue and operating results could be materially adversely affected if any prime contractor or teammate chooses to offer a client services of the type that we provide or if any prime contractor or teammate teams with other companies to independently provide those services.

We derive a significant portion of our revenues from a limited number of customers.

We have derived, and believe that we will continue to derive, a significant portion of our revenues from a limited number of customers. To the extent that any significant customer uses less of our services or terminates its relationship with us, our revenues could decline significantly. As a result, the loss of any significant client could seriously harm our business. For the year ended December 27, 2009, two customers, each representing multiple agency customers, comprised approximately 60% and 52% of our U.S. federal business revenues and total revenues, respectively. On a pro forma basis including the Gichner acquisition, these two customers accounted for approximately 77% and 69%, respectively, of our U.S. federal business for the year ended December 27, 2009. None of our customers are obligated to purchase additional services from us. As a result, the volume of work that we perform for a specific customer is likely to vary from period to period, and a significant client in one period may not use our services in a subsequent period.

Our margins and operating results may suffer if we experience unfavorable changes in the proportion of cost-plus-fee or fixed-price contracts in our total contract mix.

Although fixed-price contracts entail a greater risk of a reduced profit or financial loss on a contract compared to other types of contracts we enter into, fixed-price contracts typically provide higher profit opportunities because we may be able to benefit from cost savings. In contrast, cost-plus-fee contracts are subject to statutory limits on profit margins, and generally are the least profitable of our contract types. Our U.S. federal government customers typically determine what type of contract we enter into. Cost-plus-fee and fixed-price contracts in our U.S. federal business accounted for approximately 36% and 31%, respectively, of our U.S. federal business revenues for the year ended December 27, 2009. On a pro forma basis including the Gichner acquisition, our cost-plus-fee and fixed-price contracts accounted for approximately 24% and 54%, respectively, of our U.S. federal business for the year ended December 27, 2009. To the extent that we enter into more cost-plus-fee or less fixed-price contracts in proportion to our total contract mix in the future, our margins and operating results may suffer.

Our cash flow and profitability could be reduced if expenditures are incurred prior to the final receipt of a contract.

We provide various professional services and sometimes procure equipment and materials on behalf of our U.S. federal government customers under various contractual arrangements. From time to time, in order to ensure that we satisfy our customers' delivery requirements and schedules, we may elect to initiate procurement in advance of receiving final authorization from the government customer or a prime contractor. If our government or prime contractor customers' requirements should change or if the government or the prime contractor should direct the anticipated procurement to a contractor other than us or if the equipment or materials become obsolete or require modification before we are under contract for the procurement, our investment in the equipment or materials might be at risk if we cannot efficiently resell them. This could reduce anticipated earnings or result in a loss, negatively affecting our cash flow and profitability.

Loss of our GSA contracts or GWACs would impair our ability to attract new business.

We are a prime contractor under several GSA contracts and GWACs. We believe that our ability to provide services under these contracts will continue to be important to our business because of the multiple opportunities for new engagements each contract provides. If we were to lose our position as prime contractor on one or more of these contracts, we could lose substantial revenues and our operating results could suffer. GSA contracts and other GWACs typically have a five-year initial term with multiple options exercisable at the government client's discretion to extend the contract for one or more additional five-year terms. We cannot be assured that our government clients will continue to exercise the options remaining on our current contracts, nor can we be assured that our future clients will exercise options on any contracts we may receive in the future.

Failure to properly manage projects may result in additional costs or claims.

Our engagements often involve large scale, highly complex projects. The quality of our performance on such projects depends in large part upon our ability to manage relationships with our customers, and to effectively manage the project and deploy appropriate resources, including third-party contractors, and our own personnel, in a timely manner. Any defects or errors or failure to meet clients' expectations could result in claims for substantial damages against us. Our contracts generally limit our liability for damages that arise from negligent acts, error, mistakes or omissions in rendering services to our clients. However, we cannot be sure that these contractual provisions will protect us from liability for damages in the event we are sued. In addition, in certain instances, we guarantee customers that we will complete a project by a scheduled date. If the project experiences a performance problem, we may not be able to recover the additional costs we will incur, which could exceed revenues realized from a project. Finally, if we underestimate the resources or time we need to complete a project with capped or fixed fees, our operating results could be seriously harmed.

The loss of any member of our senior management could impair our relationships with U.S. federal government clients and disrupt the management of our business.

We believe that the success of our business and our ability to operate profitably depends on the continued contributions of the members of our senior management. We rely on our senior management to generate business and execute programs successfully. In addition, the relationships and reputation that many members of our senior management team have established and maintain with U.S. federal government personnel contribute to our ability to maintain strong client relationships and to identify new business opportunities. We do not have any employment agreements providing for a specific term of employment with any member of our senior management. The loss of any member of our senior management could impair our ability to identify and secure new contracts, maintain good client relations and otherwise manage our business.

If we fail to attract and retain skilled employees or employees with the necessary security clearances, we might not be able to perform under our contracts or win new business.

The growth of our business and revenue depends in large part upon our ability to attract and retain sufficient numbers of highly qualified individuals who have advanced information technology and/or engineering skills. These employees are in great demand and are likely to remain a limited resource in the foreseeable future. Certain U.S. federal government contracts require us, and some of our employees, to maintain security clearances. Obtaining and maintaining security clearances for employees involves a lengthy process, and it is difficult to identify, recruit and retain employees who already hold security clearances. In addition, some of our contracts contain provisions requiring us to staff an engagement with personnel that the client considers key to our successful performance under the contract. In the event we are unable to provide these key personnel or acceptable substitutions, the client may terminate the contract and we may lose revenue.

If we are unable to recruit and retain a sufficient number of qualified employees, our ability to maintain and grow our business could be limited. In a tight labor market, our direct labor costs could increase or we may be required to engage large numbers of subcontractor personnel, which could cause our profit margins to suffer. Conversely, if we maintain or increase our staffing levels in anticipation of one or more projects and the projects are delayed, reduced or terminated, we may underutilize the additional personnel, which would increase our general and administrative expenses, reduce our earnings and possibly harm our results of operations.

If our subcontractors fail to perform their contractual obligations, our performance and reputation as a prime contractor and our ability to obtain future business could suffer.

As a prime contractor, we often rely upon other companies to perform work we are obligated to perform for our clients as subcontractors. As we secure more work under our GWACs, we expect to require an increasing level of support from subcontractors that provide complementary and supplementary services to our offerings. Depending on labor market conditions, we may not be able to identify, hire and retain sufficient numbers of qualified employees to perform the task orders we expect to win. In such cases, we will need to rely on subcontracts with unrelated companies. Moreover, even in favorable labor market conditions, we anticipate entering into more subcontracts in the future as we expand our work under our GWACs. We are responsible for the work performed by our subcontractors, even though in some cases we have limited involvement in that work.

If one or more of our subcontractors fail to satisfactorily perform the agreed-upon services on a timely basis or violate U.S. federal government contracting policies, laws or regulations, our ability to perform our obligations as a prime contractor or meet our clients' expectations may be compromised. In extreme cases, performance or other deficiencies on the part of our subcontractors could result in a client terminating our contract for default. A termination for default could expose us to liability, including liability for the agency's costs of procurement, could damage our reputation and could hurt our ability to compete for future contracts.

Our contracts and administrative processes and systems are subject to audits and cost adjustments by the U.S. federal government, which could reduce our revenue, disrupt our business or otherwise adversely affect our results of operations.

U.S. federal government agencies, including the Defense Contract Audit Agency (DCAA), routinely audit and investigate government contracts and government contractors' administrative processes and systems. These agencies review our performance on contracts, pricing practices, cost structure and compliance with applicable laws, regulations and standards. They also review the adequacy of our compliance with government standards for our accounting and management of internal control systems, including: control environment and overall accounting system, general information technology system, budget and planning system, purchasing system, material management and accounting system, compensation system, labor system, indirect and other direct costs system, billing system and estimating system used for pricing on government contracts. Both contractors and the U.S. government agencies conducting these audits and reviews have come under increased scrutiny. The current audits and reviews have become more rigorous and the standards to which contractors are being held are being more strictly interpreted, increasing the likelihood of an audit or review resulting in an adverse outcome.

While we have submitted all applicable incurred cost claims, the actual indirect cost audits by the DCAA have not been completed for fiscal 2005 and subsequent fiscal years. Although we have recorded contract revenues subsequent to fiscal 2004 based upon costs that we believe will be approved upon final audit or review, we do not know the outcome of any ongoing or future audits or reviews and, if future adjustments exceed our estimates, our profitability would be adversely affected.

Our failure to comply with complex procurement laws and regulations could cause us to lose business and subject us to a variety of penalties.

We must comply with laws and regulations relating to the formation, administration and performance of U.S. federal government contracts, which affect how we do business with our clients, prime contractors, subcontractors and vendors and may impose added costs on us. Our role as a contractor to agencies and departments of the U.S. government results in our being routinely subject to investigations and reviews relating to compliance with various laws and regulations, including those

associated with organizational conflicts of interest. These investigations may be conducted without our knowledge. Adverse findings in these investigations or reviews can lead to criminal, civil or administrative proceedings and we could face civil and criminal penalties and administrative sanctions, including termination of contracts, forfeiture of profits, suspension of payments, fines and suspension or debarment from doing business with U.S. federal government agencies. In addition, we could suffer serious harm to our reputation and competitive position if allegations of impropriety were made against us, whether or not true. If our reputation or relationship with U.S. federal government agencies were impaired, or if the U.S. federal government otherwise ceased doing business with us or significantly decreased the amount of business it does with us, our revenue and operating profit would decline.

If we experience systems or service failure, our reputation could be harmed and our clients could assert claims against us for damages or refunds.

We create, implement and maintain IT solutions that are often critical to our clients' operations. We have experienced, and may in the future experience, some systems and service failures, schedule or delivery delays and other problems in connection with our work. If we experience these problems, we may:

- lose revenue due to adverse client reaction;
- be required to provide additional services to a client at no charge;
- receive negative publicity, which could damage our reputation and adversely affect our ability to attract or retain clients; and
- suffer claims for substantial damages.

In addition to any costs resulting from product or service warranties, contract performance or required corrective action, these failures may result in increased costs or loss of revenue if clients postpone subsequently scheduled work or cancel, or fail to renew, contracts.

While many of our contracts limit our liability for consequential damages that may arise from negligence in rendering services to our clients, we cannot ensure that these contractual provisions will be legally sufficient to protect us if we are sued. In addition, our errors and omissions and product liability insurance coverage may not be adequate, may not continue to be available on reasonable terms or in sufficient amounts to cover one or more large claims, or the insurer may disclaim coverage as to some types of future claims. The successful assertion of any large claim against us could seriously harm our business. Even if not successful, these claims could result in significant legal and other costs, may be a distraction to our management and may harm our reputation.

Security breaches in sensitive U.S. federal government systems could result in the loss of clients and negative publicity.

Many of the systems we develop, install and maintain involve managing and protecting information involved in intelligence, national security and other sensitive or classified U.S. federal government functions. A security breach in one of these systems could cause serious harm to our business, damage our reputation and prevent us from being eligible for further work on sensitive or classified systems for U.S. federal government clients. We could incur losses from such a security breach that could exceed the policy limits under our errors and omissions and product liability insurance. Damage to our reputation or limitations on our eligibility for additional work resulting from a security breach in one of the systems we develop, install and maintain could materially reduce our revenue.

Our employees may engage in misconduct or other improper activities, which could cause us to lose contracts.

We are exposed to the risk that employee fraud or other misconduct could occur. Misconduct by employees could include intentional failures to comply with U.S. federal government procurement regulations, engaging in unauthorized activities or falsifying time records. Employee misconduct could also involve the improper use of our clients' sensitive or classified information, which could result in regulatory sanctions against us and serious harm to our reputation and could result in a loss of contracts and a reduction in revenues. It is not always possible to deter employee misconduct, and the precautions we take to prevent and detect this activity may not be effective in controlling unknown or unmanaged risks or losses, which could cause us to lose contracts or cause a reduction in revenues. In addition, alleged or actual employee misconduct could result in investigations or prosecutions of employees engaged in the subject activities, which could result in unanticipated consequences or expenses and management distraction for us regardless of whether we are alleged to have any responsibility.

Our business is dependent upon our ability to keep pace with the latest technological changes.

The market for our services is characterized by rapid change and technological improvements. Failure to respond in a timely and cost effective way to these technological developments would result in serious harm to our business and operating results. We have derived, and we expect to continue to derive, a substantial portion of our revenues from providing innovative engineering services and technical solutions that are based upon today's leading technologies and that are capable of adapting to future technologies. As a result, our success will depend, in part, on our ability to develop and market service offerings that respond in a timely manner to the technological advances of our customers, evolving industry standards and changing client preferences.

If we are unable to manage our growth, our business could be adversely affected.

Sustaining our growth has placed significant demands on our management, as well as on our administrative, operational and financial resources. For us to continue to manage our growth, we must continue to improve our operational, financial and management information systems and expand, motivate and manage our workforce. If we are unable to manage our growth while maintaining our quality of service and profit margins, or if new systems that we implement to assist in managing our growth do not produce the expected benefits, our business, prospects, financial condition or operating results could be adversely affected.

We may be harmed by intellectual property infringement claims and our failure to protect our intellectual property could enable competitors to market products and services with similar features.

We may become subject to claims from our employees or third parties who assert that software and other forms of intellectual property that we use in delivering services and solutions to our clients infringe upon intellectual property rights of such employees or third parties. Our employees develop some of the software and other forms of intellectual property that we use to provide our services and solutions to our clients, but we also license technology from other vendors. If our employees, vendors, or other third parties assert claims that we or our clients are infringing on their intellectual property rights, we could incur substantial costs to defend those claims. If any of these infringement claims are ultimately successful, we could be required to cease selling or using products or services that incorporate the challenged software or technology, obtain a license or additional licenses from our employees, vendors, or other third parties, or redesign our products and services that rely on the challenged software or technology.

We attempt to protect our trade secrets by entering into confidentiality and intellectual property assignment agreements with third parties, our employees and consultants. However, these agreements can be breached and, if they are, there may not be an adequate remedy available to us. In addition, others may independently discover our trade secrets and proprietary information and in such cases we could not assert any trade secret rights against such party. Enforcing a claim that a party illegally obtained and is using our trade secret is difficult, expensive and time consuming, and the outcome is unpredictable. If we are unable to protect our intellectual property, our competitors could market services or products similar to our services and products, which could reduce demand for our offerings. Any litigation to enforce our intellectual property rights, protect our trade secrets or determine the validity and scope of the proprietary rights of others could result in substantial costs and diversion of resources, with no assurance of success.

If we fail to maintain an effective system of internal controls, we may not be able to accurately report our financial results or prevent fraud.

Effective internal controls are necessary for us to provide reliable financial reports. If we cannot provide reliable financial reports, our operating results could be misstated, our reputation may be harmed and the trading price of the notes could be negatively affected. Our management has concluded that there are no material weaknesses in our internal controls over financial reporting as of December 27, 2009. However, there can be no assurance that our controls over financial processes and reporting will be effective in the future or that additional material weaknesses or significant deficiencies in our internal controls will not be discovered in the future. Any failure to remediate any future material weaknesses or implement required new or improved controls, or difficulties encountered in their implementation, could harm our operating results, cause us to fail to meet our reporting obligations or result in material misstatements in our financial statements or other public disclosures. Inferior internal controls could also cause investors to lose confidence in our reported financial information, which could have a negative effect on the trading price of the notes. In addition, from time to time we acquire businesses which could have limited infrastructure and systems of internal controls.

Our stock price may be volatile, which may result in lawsuits against us and our officers and directors.

The stock market in general and the stock prices of government services companies in particular, have experienced volatility that has often been unrelated to or disproportionate to the operating performance of those companies. The market price of our common stock has fluctuated in the past and is likely to fluctuate in the future. Factors which could have a significant impact on the market price of our common stock include, but are not limited to, the following:

- quarterly variations in operating results;
- announcements of new services by us or our competitors;
- the gain or loss of significant customers;
- changes in analysts' earnings estimates;
- rumors or dissemination of false information;
- pricing pressures;
- short selling of our common stock;
- impact of litigation and government inquiries;
- general conditions in the market;
- political and/or military events associated with current worldwide conflicts; and

- events affecting other companies that investors deem comparable to us.

Companies that have experienced volatility in the market price of their stock have frequently been the subject of securities class action litigation. We and certain of our current and former officers and directors have been named defendants in class action and derivative lawsuits. These matters and any other securities class action litigation and derivative lawsuits in which we may be involved could result in substantial costs to us and a diversion of our management's attention and resources, which could materially harm our financial condition and results of operations.

We have incurred and may continue to incur goodwill impairment charges in our reporting entities which could harm our profitability.

A significant portion of our net assets come from goodwill and other intangible assets. In accordance with *FASB ASC Topic 350 Intangibles—Goodwill and Other* (Topic 350), we periodically review the carrying values of our goodwill to determine whether such carrying values exceed the fair market value. Our acquired companies are subject to annual review for goodwill impairment. If impairment testing indicates that the carrying value of a reporting unit exceeds its fair value, the goodwill of the reporting unit is deemed impaired. Accordingly, an impairment charge would be recognized for that reporting unit in the period identified.

In 2008, as a result of our annual review, we recorded a goodwill impairment charge of $105.8 million related to our KGS segment, to reflect the declining market and economic conditions through December 28, 2008. In the beginning of 2009, we performed another impairment test for goodwill in accordance with Topic 350 as of February 28, 2009. The test indicated that the book value for our KGS segment exceeded the fair values of the businesses and resulted in our recording a charge totaling $41.3 million in that segment for the impairment of goodwill. The impairment charge was primarily driven by adverse equity market conditions that caused a decrease in current market multiples and our average stock price as of February 28, 2009, compared with the test performed as of December 28, 2008. Future reviews could result in further impairment charges, which could have a significant effect on our financial results.

The commercial business arena in which we operate has relatively low barriers to entry and increased competition could result in margin erosion, which would make profitability even more difficult to sustain.

We believe that other than the technical skills required in our commercial business, the barriers to entry in this area are relatively low. We do not have any intellectual property rights in this segment of our business to protect our methods, and business start-up costs do not pose a significant barrier to entry. The success of our commercial business is dependent on our employees, customer relations and the successful performance of our services. If we face increased competition as a result of new entrants in our markets, we could experience reduced operating margins and loss of market share and brand recognition.

SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA

The following table sets forth selected consolidated financial data as of and for the fiscal years ended December 31, 2005, December 31, 2006, December 31, 2007, December 28, 2008, and December 27, 2009, which have been derived from our audited financial statements as of such dates and for such periods, and as of and for the three months ended March 29, 2009 and March 28, 2010 which have been derived from our unaudited financial statements. You should not regard the results of operations for the three months ended March 28, 2010 as indicative of the results of operations that may be expected for the entire fiscal year. You should read the following information together with our historical consolidated financial statements and the related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our Form 10-Q for the three months ended March 28, 2010 and in our Annual Report on Form 10-K for the fiscal year ended December 27, 2009, which are incorporated by reference herein.

	Fiscal Year Ended (audited)					Three Months Ended (unaudited)	
	December 31, 2005	December 31, 2006	December 31, 2007	December 28, 2008	December 27, 2009	March 29, 2009	March 28, 2010
	(All amounts except per share data in millions)						
Consolidated Statements of Operations Financial Data:							
Revenue	$ 130.7	$ 138.2	$ 180.7	$ 286.2	$ 334.5	$ 82.6	$ 68.7
Gross profit	29.8	26.2	29.7	58.2	69.3	17.2	16.5
Loss from continuing operations	(0.9)	(25.9)	(23.6)	(93.2)	(27.0)	(41.2)	(0.1)
Provision (benefit) for income taxes	(1.8)	14.5	1.3	(0.7)	1.0	0.3	0.3
Income (loss) from continuing operations	1.2	(41.2)	(27.2)	(104.0)	(38.3)	(41.5)	(0.4)
Income (loss) from discontinuing operations	0.4	(16.7)	(13.6)	(7.1)	(3.2)	(0.6)	0.6
Net income (loss)	$ 1.6	$ (57.9)	$ (40.8)	$ (111.1)	$ (41.5)	$ (42.1)	$ 0.2
Income (loss) from continuing operations per common share							
Basic	$ 0.16	$ (5.56)	$ (3.67)	$ (11.18)	$ (2.76)	$ (3.24)	$ (0.02)
Diluted	$ 0.16	$ (5.56)	$ (3.67)	$ (11.18)	$ (2.76)	$ (3.24)	$ (0.02)
Income (loss) from discontinuing operations per common share							
Basic	$ 0.06	$ (2.26)	$ (1.84)	$ (0.77)	$ (0.23)	$ (0.05)	$ 0.04
Diluted	$ 0.06	$ (2.26)	$ (1.84)	$ (0.77)	$ (0.23)	$ (0.05)	$ 0.04
Net income (loss) per common share							
Basic	$ 0.22	$ (7.82)	$ (5.51)	$ (11.95)	$ (2.99)	$ (3.29)	$ 0.02
Diluted	$ 0.22	$ (7.82)	$ (5.51)	$ (11.95)	$ (2.99)	$ (3.29)	$ 0.02
Weighted average shares							
Basic	7.4	7.4	7.4	9.3	13.9	12.8	15.9
Diluted	7.4	7.4	7.4	9.3	13.9	12.8	15.9

	As of					
	December 31, 2005	December 31, 2006	December 31, 2007	December 28, 2008	December 27, 2009	March 28, 2010
(All amounts in millions)			(Audited)			(Unaudited)
Consolidated Balance Sheet Data:						
Cash and cash equivalents	$ 7.4	$ 5.6	$ 8.9	$ 3.7	$ 9.9	$ 6.3
Working capital	67.4	(3.8)	23.4	35.0	37.1	35.5
Total assets	342.0	337.7	335.3	312.4	241.6	255.9
Short-term debt	0.3	51.4	2.7	6.1	4.7	6.2
Long-term debt	0.4	—	74.0	76.9	51.6	48.3
Total stockholders' equity	$ 229.7	$ 187.1	$ 167.2	$ 146.9	$ 124.9	$ 126.2

USE OF PROCEEDS

We will not receive any cash proceeds from the issuance of the exchange notes. In consideration for issuing the exchange notes as contemplated in this prospectus, we will receive in exchange original notes in like principal amount. The original notes surrendered in exchange for exchange notes will be retired and canceled and cannot be reissued. Issuance of the exchange notes will not result in a change in our amount of outstanding debt.

THE EXCHANGE OFFER

Purpose and Effect of the Exchange Offer

We issued $225 million aggregate principal amount of the original notes on May 19, 2010 to Jefferies & Company, Inc., B. Riley & Co., LLC, Imperial Capital, LLC, KeyBanc Capital Markets Inc. and Noble International Investments, Inc., the initial purchasers, pursuant to a purchase agreement. The initial purchasers subsequently sold the original notes to "qualified institutional buyers," as defined in Rule 144A under the Securities Act, in reliance on Rule 144A, and outside the United States under Regulation S of the Securities Act. As a condition to the sale of the original notes, we entered into a registration rights agreement with the initial purchasers on May 19, 2010. Pursuant to the registration rights agreement, we agreed that we would:

- file an exchange offer registration statement with the SEC;
- use our commercially reasonable efforts to have the exchange offer registration statement declared effective by the SEC; and
- commence the exchange offer promptly after the exchange offer registration statement is declared effective by the SEC.

Upon the effectiveness of the exchange offer registration statement, we will offer the exchange notes in exchange for the original notes. A copy of the registration rights agreement is filed as an exhibit to the registration statement of which this prospectus forms a part.

Resale of the Exchange Notes

Based upon an interpretation by the staff of the SEC contained in no-action letters issued to third parties, we believe that you may exchange original notes for exchange notes in the ordinary course of business. For further information on the SEC's position, see Exxon Capital Holdings Corporation, available May 13, 1988, Morgan Stanley & Co. Incorporated, available June 5, 1991 and Shearman & Sterling, available July 2, 1993, and other interpretive letters to similar effect. You will be allowed to resell exchange notes to the public without further registration under the Securities Act and without delivering to purchasers of the exchange notes a prospectus that satisfies the requirements of Section 10 of the Securities Act so long as you do not participate, do not intend to participate, and have no arrangement with any person to participate, in a distribution of the exchange notes. However, the foregoing does not apply to you if you are: a broker-dealer who purchased the exchange notes directly from us to resell pursuant to Rule 144A or any other available exemption under the Securities Act; or you are an "affiliate" of ours within the meaning of Rule 405 under the Securities Act.

In addition, if you are a broker-dealer, or you acquire exchange notes in the exchange offer for the purpose of distributing or participating in the distribution of the exchange notes, you cannot rely on the position of the staff of the SEC contained in the no-action letters mentioned above and must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction, unless an exemption from registration is otherwise available.

Each broker-dealer that receives exchange notes for its own account in exchange for original notes, which the broker-dealer acquired as a result of market-making activities or other trading activities, must

acknowledge that it will deliver a prospectus in connection with any resale of the exchange notes. The letter of transmittal for use in connection with any such resale will state that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. A broker-dealer may use this prospectus, as it may be amended or supplemented from time to time, in connection with resales of exchange notes received in exchange for original notes which the broker-dealer acquired as a result of market-making or other trading activities.

Terms of the Exchange Offer

Upon the terms and subject to the conditions stated in this prospectus and in the letter of transmittal, we will accept all original notes properly tendered and not withdrawn prior to 5:00 p.m. New York City time, on the expiration date. After authentication of the exchange notes by the trustee or an authenticating agent, we will issue $1,000 principal amount of exchange notes in exchange for each $1,000 principal amount of original notes accepted in the exchange offer. Holders may tender some or all of their original notes in denominations of $2,000 or any integral multiple of $1,000.

If you wish to exchange your original notes for exchange notes in the exchange offer, you will be required to represent that:

- any exchange notes to be received by you will be acquired in the ordinary course of your business;
- that, at the time of the commencement and consummation of the exchange offer, you have no arrangement or understanding with any person to participate in the distribution (within the meaning of Securities Act) of the exchange notes in violation of the Securities Act;
- that you are not our "affiliate" (as defined in Rule 405 promulgated under the Securities Act) or, if you are an affiliate, you will comply with any applicable registration and prospectus delivery requirements;
- if you are not a broker-dealer, that you are not engaged in, and do not intend to engage in, the distribution of exchange notes; and
- if you are a broker-dealer that will receive exchange notes for your own account in exchange for original notes that were acquired as a result of market-making or other trading activities, that you will deliver a prospectus in connection with any resale of such exchange notes.

You will make these representations to us by signing or agreeing to be bound by the letter of transmittal.

Broker-dealers that are receiving exchange notes for their own account must have acquired the original notes as a result of market-making or other trading activities in order to participate in the exchange offer. Each broker-dealer that receives exchange notes for its own account pursuant to this exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of the exchange notes during the 180 day period following the completion of the exchange offer, exclusive of any period during which a stop order suspending the effectiveness of the registration statement of which this prospectus is a part is in effect or we have suspended the use of this prospectus. The letter of transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer during the 180 day period following the closing of the exchange offer in connection with resales of exchange notes received in exchange for original notes where such original notes were acquired by such broker-dealer as a result of market-making or other trading activities. We have agreed that, during the

180 day period following the closing of the exchange offer, we will make this prospectus available to any broker-dealer for use in connection with any such resale. See "Plan of Distribution."

The exchange notes will evidence the same debt as the original notes and will be issued under and entitled to the benefits of the same indenture. The form and terms of the exchange notes are identical in all material respects to the form and terms of the original notes except that:

- the exchange notes will be issued in a transaction registered under the Securities Act;
- the exchange notes will not be subject to transfer restrictions and, except in limited circumstances, holders of exchange notes will have no registration rights; and
- provisions providing for an increase in the stated interest rate on the original notes if the original notes are not exchanged for registered exchange notes will be eliminated.

Holders of original notes that are not entitled to participate in the exchange offer and holders who do not receive freely-tradable exchange notes will have, for a period of 180 days following the consummation of the exchange offer, the right to require us to file a registration statement covering resales of their notes. If we do not timely file or cause this resale registration statement to become effective, these holders will be entitled to additional interest.

As of the date of this prospectus, $225 million aggregate principal amount of the original notes was outstanding. In connection with the issuance of the original notes, we arranged for the original notes to be issued and transferable in book-entry form through the facilities of DTC, acting as depositary. The exchange notes will also be issuable and transferable in book-entry form through DTC.

This prospectus, together with the accompanying letter of transmittal, is initially being sent to all registered holders as of the close of business on , 2010. We intend to conduct the exchange offer as required by the Exchange Act of 1934 (Exchange Act), and the rules and regulations of the SEC under the Exchange Act, including Rule 14e-1, to the extent applicable.

The exchange offer is not conditioned upon any minimum aggregate principal amount of original notes being tendered, and holders of the original notes do not have any appraisal or dissenters' rights under the General Corporation Law of the State of Delaware or under the indenture in connection with the exchange offer. No governmental approvals or consents must be received to consummate the exchange offer. We shall be considered to have accepted original notes tendered according to the procedures in this prospectus when, as and if we have given oral or written notice of acceptance to the exchange agent. See "—Exchange Agent." The exchange agent will act as agent for the tendering holders for the purpose of receiving exchange notes from us and delivering exchange notes to those holders.

If any tendered original notes are not accepted for exchange because of an invalid tender or the occurrence of other events described in this prospectus, the unaccepted original notes will be credited to the holder's account at DTC according to the procedures described below or, in the case of original notes tendered by delivery of certificates, certificates for these unaccepted original notes will be returned, at our cost, to the tendering holder of the original notes, promptly after the expiration date.

Holders who tender original notes in the exchange offer will not be required to pay brokerage commissions or fees or, except as described in the following sentence, transfer taxes related to the exchange of original notes in the exchange offer. If you instruct us to register exchange notes in the name of, or request that original notes not tendered or not accepted in the exchange offer be returned to, a person other than you, you will be responsible for the payment of any applicable transfer tax. We will pay all charges and expenses, other than applicable taxes, in connection with the exchange offer. See "—Solicitation of Tenders; Fees and Expenses."

Neither we nor our board of directors makes any recommendation to holders of original notes as to whether to tender or refrain from tendering all or any portion of their original notes pursuant to the exchange offer. Moreover, no one has been authorized to make any recommendation. Holders of original notes must make their own decision whether to tender in the exchange offer and, if so, the amount of original notes to tender after reading this prospectus and the letter of transmittal and consulting with their advisors, if any, based on their own financial position and requirements.

Expiration Date; Extensions; Amendments

The term "expiration date" shall mean 5:00 p.m., New York City time, on , 2010 unless we, in our sole discretion, extend the exchange offer, in which case the term "expiration date" shall mean the latest date to which the exchange offer is extended.

We expressly reserve the right, in our sole discretion:

- to delay acceptance of any original notes or to terminate the exchange offer and to refuse to accept original notes not previously accepted, if any of the conditions described under "—Conditions" shall have occurred and shall not have been waived by us;
- to extend the expiration date of the exchange offer;
- to amend the terms of the exchange offer in any manner;
- to purchase or make offers for any original notes that remain outstanding subsequent to the expiration date; and
- to the extent permitted by applicable law, to purchase original notes in the open market, in privately negotiated transactions or otherwise.

The terms of the purchases or offers described in the fourth and fifth clauses above may differ from the terms of the exchange offer.

Any delay in acceptance, termination, extension, or amendment will be followed as promptly as practicable by oral or written notice to the exchange agent and by making a public announcement. If the exchange offer is amended in a manner determined by us to constitute a material change, we will promptly disclose the amendment in a manner reasonably calculated to inform the holders.

Without limiting the manner in which we may choose to make public announcements of any delay in acceptance, termination, extension, or amendment of the exchange offer, we shall have no obligation to publish, advise, or otherwise communicate any public announcement, other than by making a timely press release to an appropriate news agency.

You are advised that we may extend the exchange offer because some of the holders of the original notes do not tender on a timely basis.

Interest on the Exchange Notes

The exchange notes will bear interest from May 19, 2010, the date of issuance of the original notes that are being tendered in exchange for the exchange notes, or, if later, the most recent date on which interest was paid or provided for on the original notes surrendered for the exchange notes, at a rate of 10% per year. Accordingly, holders of original notes that are accepted for exchange will not receive interest that is accrued but unpaid on the original notes at the time of tender. We will pay interest on the exchange notes twice a year, on December 1st and June 1st, beginning December 1, 2010.

Procedures for Tendering

Only a holder may tender his, her or its original notes in the exchange offer. Any beneficial owner whose original notes are registered in the name of such owner's broker, dealer, commercial bank, trust

company or other nominee or are held in book-entry form and who wishes to tender should contact the registered holder promptly and instruct the registered holder to tender on such owner's behalf. If the beneficial owner wishes to tender on his, her or its own behalf, the beneficial owner must, prior to completing and executing the letter of transmittal and delivering the owner's original notes, either make appropriate arrangements to register ownership of the original notes in the owner's name or obtain a properly completed bond power from the registered holder. The transfer of record ownership may take considerable time and may not be completed prior to the expiration time.

The tender by a holder will constitute an agreement between the holder, us and the exchange agent according to the terms and subject to the conditions described in this prospectus and in the letter of transmittal.

A holder who desires to tender original notes and who cannot comply with the procedures set forth in this prospectus for tender on a timely basis or whose original notes are not immediately available must comply with the procedures for guaranteed delivery set forth below.

The method of delivery of original notes and the letter of transmittal and all other required documents to the exchange agent is at the election and risk of the holders. Delivery of such documents will be deemed made only when actually received by the exchange agent or deemed received under the ATOP procedures described below. In all cases, sufficient time should be allowed to assure delivery to the exchange agent prior to the expiration date. No letter of transmittal or original notes should be sent to us. Holders may also request that their respective brokers, dealers, commercial banks, trust companies or nominees effect the tender for holders in each case as described in this prospectus and in the letter of transmittal.

Original Notes Held in Book-Entry Form. We understand that the exchange agent will make a request promptly after the date of the prospectus to establish accounts for the original notes for the purpose of facilitating the exchange offer, and subject to their establishment, any financial institution that is a participant in DTC may make book-entry delivery of original notes by causing DTC to transfer the original notes into the exchange agent's account for the original notes using DTC's procedures for transfer.

The exchange offer is eligible for DTC's ATOP. Accordingly, DTC participants may, instead of physically completing and signing the letter of transmittal and delivering it to the exchange agent, electronically transmit their acceptance of the exchange offer by causing DTC to transfer original notes held in book-entry form to the exchange agent in accordance with DTC's ATOP procedures for transfer. DTC will then send a book-entry confirmation, including an agent's message to the exchange agent.

The term "agent's message" means a message transmitted by DTC, received by the exchange agent and forming part of the book-entry confirmation, which states that DTC has received an express acknowledgment from the participant in DTC tendering original notes that are the subject of that book-entry confirmation that the participant has received and agrees to be bound by the terms of the letter of transmittal, and that we may enforce such agreement against such participant. If you use ATOP procedures to tender original notes you will not be required to deliver a letter of transmittal to the exchange agent, but you will be bound by its terms just as if you had signed it.

If you desire to tender original notes held in book-entry form with DTC, the exchange agent must receive, prior to 5:00 p.m. New York City time on the expiration date, at its address set forth in this prospectus, a confirmation of book-entry transfer of the original notes into the exchange agent's account at DTC, which is referred to in this prospectus as a "book-entry confirmation," and an agent's message transmitted pursuant to DTC's ATOP procedures. In lieu of transmitting an agent's message pursuant to DTC's ATOP procedures, you may deliver to the exchange agent, prior to 5:00 p.m. New York City time on the expiration date, at the address set forth in this prospectus, a properly completed

and validly executed letter of transmittal, or manually signed facsimile thereof, together with any signature guarantees and other documents required by the instructions in the letter of transmittal.

Original Notes Held in Certificated Form. For a holder to validly tender original notes held in physical, or certificated, form, the exchange agent must receive, prior to 5:00 p.m. New York City time on the expiration date, at its address set forth in this prospectus:

- a properly completed and validly executed letter of transmittal, or a manually signed facsimile thereof, together with any signature guarantees and any other documents required by the instructions to the letter of transmittal; and
- certificates for tendered original notes.

Signatures. Signatures on a letter of transmittal or a notice of withdrawal, as the case may be, must be guaranteed by a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc., a commercial bank or trust company having an office or correspondent in the United States or an "eligible guarantor institution" within the meaning of Rule 17Ad-15 under the Exchange Act, unless the original notes tendered with the letter of transmittal are tendered:

- by a registered holder who has not requested that exchange notes or certificates representing original notes not being tendered be issued to a person other than the registered holder, sent to an address other than that of a registered holder or credited to different account maintained at DTC; or
- for the account of an institution eligible to guarantee signatures.

If the letter of transmittal is signed by a person other than the registered holder or DTC participant who is listed as the owner, the original notes must be endorsed or accompanied by appropriate bond powers which authorize the person to tender the original notes on behalf of the registered holder or DTC participant who is listed as the owner, in either case signed as the name of the registered holder who appears on the original notes or the DTC participant who is listed as the owner. If the letter of transmittal or any original notes or bond powers are signed or endorsed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, those persons should so indicate when signing, and unless waived by us, evidence satisfactory to us of their authority to so act must be submitted with the letter of transmittal.

If you tender your notes through ATOP, signatures and signature guarantees are not required.

Determinations of Validity. All questions as to the validity, form, eligibility, including time of receipt, acceptance and withdrawal of the tendered original notes will be determined by us in our sole discretion. This determination will be final and binding. We reserve the absolute right to reject any and all original notes not properly tendered or any original notes our acceptance of which would, in the opinion of our counsel, be unlawful. We also reserve the absolute right to waive any irregularities or conditions of tender as to particular original notes. Our interpretation of the terms and conditions of the exchange offer, including the instructions in the letter of transmittal, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of original notes must be cured within the time we shall determine. Although we intend to notify holders of defects or irregularities related to tenders of original notes, neither we, the exchange agent nor any other person shall be under any duty to give notification of defects or irregularities related to tenders of original notes, nor shall any of us incur liability for failure to give notification. Tenders of original notes will not be considered to have been made until the irregularities have been cured or waived. Any original notes received by the exchange agent that we determine are not properly tendered or the tender of which is otherwise rejected by us and as to which the defects or irregularities have not been cured or waived by

us will be returned by the exchange agent to the tendering holder unless otherwise provided in the letter of transmittal, promptly following the expiration date.

Guaranteed Delivery Procedures

Holders who wish to tender their original notes and:

- whose original notes are not immediately available;
- who cannot complete the procedure for book-entry transfer on a timely basis;
- who cannot deliver their original notes, the letter of transmittal or any other required documents to the exchange agent prior to the expiration date; or
- who cannot complete a tender of original notes held in book-entry form using DTC's ATOP procedures on a timely basis;

may effect a tender if they tender through an institution eligible to guarantee signatures described under "—Procedures for Tendering—Signatures," or if they tender using ATOP's guaranteed delivery procedures.

A tender of original notes made by or through an eligible institution will be accepted if:

- prior to 5:00 p.m., New York City time, on the expiration date, the exchange agent receives from an eligible institution a properly completed and duly executed notice of guaranteed delivery, by facsimile transmittal, mail or hand delivery, that:

  (1) sets forth the name and address of the holder, the certificate number or numbers of the holder's original notes and the principal amount of the original notes tendered;

  (2) states that the tender is being made; and

  (3) guarantees that, within three business days after the expiration date, a properly completed and validly executed letter of transmittal or facsimile, together with a certificate(s) representing the original notes to be tendered in proper form for transfer, or a confirmation of book-entry transfer into the exchange agent's account at DTC of original notes delivered electronically, and any other documents required by the letter of transmittal will be deposited by the eligible institution with the exchange agent.

- the properly completed and executed letter of transmittal or a facsimile, together with the certificate(s) representing all tendered original notes in proper form for transfer, or a book-entry confirmation, and all other documents required by the letter of transmittal are received by the exchange agent within three business days after the expiration date.

A tender made through DTC's ATOP procedures will be accepted if:

- prior to 5:00 p.m., New York City time, on the expiration date, the exchange agent receives an agent's message from DTC stating that DTC has received an express acknowledgment from the participant in DTC tendering the original notes that they have received and agree to be bound by the notice of guaranteed delivery; and
- the exchange agent receives, within three business days after the expiration date, either:

  (1) a book-entry conformation, including an agent's message, transmitted via DTC's ATOP procedures; or

  (2) a properly completed and executed letter of transmittal or a facsimile, together with the certificate(s) representing all tendered original notes in proper form for transfer, or a book-entry confirmation, and all other documents required by the letter of transmittal.

Upon request to the exchange agent, a notice of guaranteed delivery will be sent to holders who wish to tender their original notes according to the guaranteed delivery procedures described above.

Withdrawal of Tenders

Except as otherwise provided in this prospectus, tenders of original notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the expiration date. To withdraw a tender of original notes in the exchange offer:

- a written or facsimile transmission of a notice of withdrawal must be received by the exchange agent at its address listed below prior to 5:00 p.m., New York City time, on the expiration date; or
- you must comply with DTC's ATOP withdrawal procedures.

Any notice of withdrawal must:

- specify the name of the person having deposited the original notes to be withdrawn;
- identify the original notes to be withdrawn, including the certificate number or numbers and principal amount of the original notes or, in the case of original notes transferred by book-entry transfer, the name and number of the account at DTC from which the original notes were tendered and the name and number of the account at DTC to be credited;
- be signed by the same person and in the same manner as the original signature on the letter of transmittal by which the original notes were tendered, including any required signature guarantee, or be accompanied by documents of transfer sufficient to permit the trustee for the original notes to register the transfer of the original notes into the name of the person withdrawing the tender; and
- specify the name in which any of these original notes are to be registered, if different from that of the person who deposited the original notes to be withdrawn.

All questions as to the validity, form and eligibility, including time of receipt, of the withdrawal notices will be determined by us, and our determination shall be final and binding on all parties. Any original notes so withdrawn will be judged not to have been tendered according to the procedures in this prospectus for purposes of the exchange offer, and no exchange notes will be issued in exchange for those original notes unless the original notes so withdrawn are validly retendered. Any original notes that have been tendered but are not accepted for exchange will be returned to the holder of the original notes without cost to the holder or, in the case of original notes tendered by book-entry transfer into the holder's account at DTC according to the procedures described above. This return or crediting will take place as soon as practicable after withdrawal, rejection of tender or termination of the exchange offer. Properly withdrawn original notes may be retendered by following one of the procedures described above under "—Procedures for Tendering" at any time prior to the expiration date.

Conditions

The exchange offer is subject only to the following conditions:

- the compliance of the exchange offer with applicable law, any applicable policy or interpretation of the Staff of the SEC;
- the proper tender of the original notes; and
- the representation by each holder of the original notes (i) that any exchange notes to be received by it will be acquired in the ordinary course of its business; (ii) that, at the time of the commencement and consummation of the exchange offer, it has no arrangement or

understanding with any person to participate in the distribution (within the meaning of Securities Act) of the exchange notes in violation of the Securities Act; (iii) that it is not our "affiliate" (as defined in Rule 405 promulgated under the Securities Act) or, if it is an affiliate, it will comply with any applicable registration and prospectus delivery requirements; (iv) if such holder is not a broker-dealer, that it is not engaged in, and does not intend to engage in, the distribution of exchange notes; and (v) if such holder is a broker-dealer that will receive exchange notes for its own account in exchange for original notes that were acquired as a result of market-making or other trading activities, that it will deliver a prospectus in connection with any resale of such exchange notes; and

If any of these conditions are not met, we will not be required to accept for exchange, or to issue exchange notes in exchange for, any original notes and may terminate or amend the exchange offer. These conditions are for our sole benefit and may be asserted by us regardless of the circumstances giving rise to any such condition or may be waived by us in whole or in part at any time and from time to time in our discretion. All such conditions must be satisfied or waived by us at or before the expiration date.

Exchange Agent

Wilmington Trust FSB has been appointed as exchange agent for the exchange offer. In this capacity, the exchange agent has no fiduciary duties and will be acting solely on the basis of our directions. Requests for assistance, requests for additional copies of this prospectus or of the letter of transmittal, and requests for the notice of guaranteed delivery should be directed to the exchange agent. You should send certificates for original notes, letters of transmittal and any other required documents to the exchange agent addressed to:

By Regular Mail, Overnight Mail or Courier:
Wilmington Trust FSB
c/o Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-1626

Delivery of the letter of transmittal to an address other than as listed above or transmission of instructions via facsimile other than as described above does not constitute a valid delivery of the letter of transmittal.

Solicitation of Tenders; Fees and Expenses

We will bear the expenses of requesting that holders of original notes tender those notes for exchange notes. The principal solicitation under the exchange offer is being made by mail. Additional solicitations may be made by our officers and regular employees and our affiliates in person, by telegraph, telephone or telecopier.

We have not retained any dealer-manager in connection with the exchange offer and will not make any payments to brokers, dealers or other persons soliciting acceptances of the exchange offer. We, however, will pay the exchange agent reasonable and customary fees for its services and will reimburse the exchange agent for its reasonable out-of-pocket costs and expenses in connection with the exchange offer and will indemnify the exchange agent for all losses and claims incurred by it as a result of the exchange offer. We may also pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this prospectus, letters of transmittal and related documents to the beneficial owners of the original notes and in handling or forwarding tenders for exchange.

We will pay the expenses to be incurred in connection with the exchange offer, including fees and expenses of the exchange agent and trustee, SEC registration fees, and accounting and legal fees, printing costs, transfer taxes and related fees and expenses.

You will not be obligated to pay any transfer tax in connection with the exchange, except if you instruct us to register exchange notes in the name of, or request that notes not tendered or not accepted in the exchange offer be returned to, a person other than you, you will be responsible for the payment of any applicable transfer tax.

Accounting Treatment

The exchange notes will be recorded at the same carrying value as the original notes, as reflected in our accounting records on the date of the exchange. Accordingly, no gain or loss for accounting purposes will be recognized by us upon the closing of the exchange offer. We will amortize the expenses of the exchange offer over the term of the exchange notes.

Federal Income Tax Consequences

The exchange of the original notes for the exchange notes in the exchange offer will not constitute a taxable event or exchange for U.S. federal income tax purposes, and thus will have no U.S. federal income tax consequences to holders of original notes. The exchange notes received pursuant to the exchange offer will be treated as a continuation of the original notes. Consequently, there will be no change in a holder's adjusted tax basis in the exchange notes, and the holder's holding period in the exchange notes will be the same as that applicable to the original notes. In addition, the U.S. federal income tax consequences of holding and disposing of the exchange notes will be the same as those applicable to the original notes.

Participation in the Exchange Offer; Untendered Notes

Participation in the exchange offer is voluntary. Holders of the original notes are urged to consult their financial and tax advisors in making their own decisions on what action to take.

As a result of the making of, and upon acceptance for exchange of all original notes tendered under the terms of, this exchange offer, we will have fulfilled a covenant contained in the terms of the registration rights agreement. Holders of the original notes who do not tender in the exchange offer will continue to hold their original notes and will be entitled to all the rights, and subject to the limitations, applicable to the original notes under the indenture. Holders of original notes will no longer be entitled to any rights under the registration rights agreement that by their terms terminate or cease to have further effect as a result of the making of this exchange offer. See "Description of the Exchange Notes." All untendered original notes will continue to be subject to the restrictions on transfer described in the indenture. To the extent that original notes are tendered and accepted in the exchange offer, the trading market for untendered original notes could be adversely affected. This is because there will probably be many fewer remaining original notes outstanding following the exchange, significantly reducing the liquidity of the untendered notes.

We may in the future seek to acquire untendered original notes in the open market or through privately negotiated transactions, through subsequent exchange offers or otherwise. We intend to make any acquisitions of original notes following the applicable requirements of the Exchange Act, and the rules and regulations of the SEC under the Exchange Act, including Rule 14e-1, to the extent applicable. We have no present plan to acquire any original notes that are not tendered in the exchange offer or to file a registration statement to permit resales of any original notes that are not tendered in the exchange offer.

DESCRIPTION OF THE EXCHANGE NOTES

You can find the definitions of certain terms used in this description under the subheading "Certain Definitions." In this description, "Kratos" and "the Company" refers only to Kratos Defense & Security Solutions, Inc. and not to any of its subsidiaries.

Kratos will issue the exchange notes under an indenture among itself, the guarantors and Wilmington Trust FSB, as trustee and collateral agent (the "indenture" or "Indenture"). The exchange notes will be subject to and governed by the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"). The terms of the exchange notes will include those stated in the indenture and those made part of the indenture by reference to the Trust Indenture Act. Unless the context requires otherwise, all references to the "Notes" include the original notes and the exchange notes and all references to the guarantees or the "Guarantees" include the original guarantees and the exchange guarantees. The exchange notes and the original notes will be treated as a single class for all purposes of the indenture.

The following description is a summary of the material provisions of the indenture, but it does not restate the agreement in its entirety. Since this description is only a summary, you should refer to the indenture and the forms of the Notes, which are filed as exhibits to our Form 8-K filed with the SEC on May 25, 2010, for a complete description of our obligations and your rights. Certain defined terms used in this description but not defined below under "—Certain Definitions" have the meanings assigned to them in the indenture.

The registered holder of an exchange note will be treated as the owner of it for all purposes. Only registered holders will have rights under the indenture.

Brief Description of the Notes and the Guarantees

The Notes. The Notes:

- are senior secured obligations of the Company;
- rank equally in right of payment with all other senior obligations of the Company, including all borrowings under our Credit and Security Agreement with certain lenders and with KeyBank National Association, as Administrative Agent, Lead Arranger and Sole Book Runner (the "Credit Agreement"), and senior in right of payment to all Indebtedness that by its terms is subordinated to the Notes;
- pursuant to the Intercreditor Agreement, are secured by a Lien on the Notes Priority Collateral of the Company that is contractually senior to a Lien thereon that secures the Credit Agreement, subject to Permitted Liens;
- pursuant to the Intercreditor Agreement, are secured by a Lien on the Credit Facility Priority Collateral of the Company that is contractually subordinated to a Lien thereon that secures the Credit Agreement, subject to Permitted Liens;
- are effectively junior to the Company's obligations under the Credit Agreement, to the extent of the value of the Credit Facility Priority Collateral of the Company securing such obligations, and effectively senior to the Company's obligations under Indebtedness secured on a junior priority basis by Liens on the Notes Priority Collateral of the Company to the extent of the value of the Notes Priority Collateral of the Company; and
- are unconditionally guaranteed, jointly and severally, on a senior secured basis by all of the Company's existing and future Domestic Restricted Subsidiaries (other than Discontinued Subsidiaries), as set forth under "—Guarantees" below.

The Guarantees. The Notes are initially guaranteed by all of our existing and future direct and indirect Domestic Restricted Subsidiaries (other than Discontinued Subsidiaries). Each Guarantee of a Guarantor is:

- a senior secured obligation of such Guarantor;
- ranked equally in right of payment with all other senior obligations of such Guarantor, including all of such Guarantor's obligations under the Credit Agreement, and senior in right of payment to all Indebtedness that by its terms is subordinated to the Guarantee of such Guarantor;
- pursuant to the Intercreditor Agreement, secured by a Lien on the Notes Priority Collateral of such Guarantor that is contractually senior to a Lien thereon that secures the Credit Agreement, subject to Permitted Liens;
- pursuant to the Intercreditor Agreement, secured by a Lien on the Credit Facility Priority Collateral of such Guarantor that is contractually subordinated to a Lien thereon that secures the Credit Agreement, subject to Permitted Liens; and
- effectively junior to such Guarantor's obligations under the Credit Agreement, to the extent of the value of the Credit Facility Priority Collateral of such Guarantor securing such obligations, and effectively senior to such Guarantor's obligations under Indebtedness secured on a junior priority basis by Liens on the Notes Priority Collateral of such Guarantor to the extent of the value of such Notes Priority Collateral.

Principal, Maturity and Interest

The Company will issue up to an aggregate of $225.0 million in exchange notes in the exchange offer. The Company may issue additional Notes (Additional Notes) from time to time, subject to the limitations set forth under "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock."

The Notes will mature on June 1, 2017.

Interest on the Notes accrues at the rate of 10% per annum and is due and payable semiannually in cash on each of June 1 and December 1, commencing on December 1, 2010, to the Persons who are registered Holders at the close of business on each of May 15 and November 15 immediately preceding the applicable interest payment date. Interest on the Notes accrues from the most recent date to which interest has been paid or, if no interest has been paid, from and including the Issue Date. The Company will pay interest on overdue principal of and premium, if any, on the Notes at 1% per annum in excess of the above rate and will pay interest on overdue installments of interest at such increased rate to the extent lawful. Interest is computed on the basis of a 360-day year comprised of twelve 30-day months.

Collateral

Pursuant to an Intercreditor Agreement, the Notes and the Guarantees are secured by (i) a Lien on the Notes Priority Collateral that is contractually senior to a Lien on the Notes Priority Collateral that secures the Credit Agreement and (ii) a Lien on the Credit Facility Priority Collateral that is contractually subordinated to a Lien on the Credit Facility Priority Collateral that secures the Credit Agreement, in each case subject to Permitted Liens.

"Notes Priority Collateral" means all existing and future property and assets owned by the Company and the Guarantors (other than Excluded Assets (as defined below) and the Credit Facility Priority Collateral). The Notes Priority Collateral includes, but is not limited to, the Company's and the Guarantors' real property, equipment, machinery, apparatus, motor vehicles, fittings, furniture, furnishings and fixtures, parts and accessories of the equipment, and all replacements and substitutions

therefor or accessions thereto, trademarks, licenses, trade names, patents, trade secrets, domain names and copyrights, and general intangibles necessary for the operation of the equipment, machinery and motor vehicles, including warranties and operational manuals and similar items, Capital Stock of each Subsidiary (other than any Discontinued Subsidiary) owned by the Company or any such Guarantor, supporting obligations securing or guaranteeing licenses of intellectual property granted to the Company and its Subsidiaries, and all identifiable proceeds of each of the foregoing (including insurance proceeds, eminent domain proceeds and condemnation proceeds for loss of the foregoing).

"Excluded Assets" include:

(1) vehicles and other items covered by certificates of title or ownership to the extent that a security interest cannot be perfected solely by filing a UCC-1 financing statement (or similar instrument);

(2) leasehold interests in real property with respect to which the Company or any Guarantor is a tenant or subtenant;

(3) any asset or property right of any nature if the grant of such security interest shall constitute or result in (A) the abandonment, invalidation or unenforceability of such asset or property right or the loss of use of such asset or property right or (B) a breach, termination or default under any lease, license, contract or agreement, other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity, to which the Company or Guarantor is party;

(4) any asset or property right of any nature to the extent that any applicable law or regulation prohibits the creation of a security interest thereon (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity)

(5) any applications for trademarks or service marks filed in the United States Patent and Trademark Office (the PTO) pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d);

(6) the voting Capital Stock of any Foreign Subsidiary in excess of 65% of all of the outstanding voting Capital Stock of such Foreign Subsidiary;

(7) property and assets owned by the Company or any Guarantor that are the subject of Permitted Liens described in clause (6) or (7) of the definition thereof for so long as such Permitted Liens are in effect and the Indebtedness secured thereby otherwise prohibits any other Liens thereon;

(8) any Capital Stock or other securities of the Company's Subsidiaries to the extent that the pledge of such securities results in the Company being required to file separate financial statements of such Subsidiary with the SEC, but only to the extent necessary for the Company not to be subject to such requirement and only for so long as such requirement is in existence; *provided* that neither the Company nor any of its Subsidiaries shall take any action in the form of a reorganization, merger or other restructuring a principal purpose of which is to provide for the release of the Lien on any securities pursuant to this clause;

(9) any Capital Stock of any Discontinued Subsidiary; and

(10) (i) deposit and securities accounts the balance of which consists exclusively of (a) withheld income Taxes and federal, state or local employment taxes in such amounts as are required to

be paid to the Internal Revenue Service or state or local government agencies within the following two months with respect to employees of the Company or any of the Guarantors, and (b) amounts required to be paid over to an employee benefit plan pursuant to DOL Reg. Sec. 2510.3-102 on behalf of or for the benefit of employees of the Company or any Guarantor, and (ii) all segregated deposit accounts constituting (and the balance of which consists solely of funds set aside in connection with) tax accounts, and trust accounts,

provided, that notwithstanding anything to the contrary in the immediately preceding sentence, no asset described in clause (1) through (10) above (other than clause (8)) shall constitute an "Excluded Asset" if such asset is subject to a Permitted Lien described in clause (18) or (22) of the definition thereof.

The "Credit Facility Priority Collateral" consists of all of the Company's and each Guarantors' existing and future (i) accounts, (ii) receivables, (iii) inventory, (iv) deposit accounts and all cash, cash equivalents, checks and other instruments on deposit therein or credited thereto, (iv) securities accounts and all investment property, cash and cash equivalents, (v) lock boxes and all cash, checks and other instruments on deposit therein or credited thereto, (vi) general intangibles, (vii) contract rights, instruments, documents, chattel paper (whether tangible or electronic), drafts and acceptances, and all other forms of obligations owing to the Company or such Guarantor, and (viii) all supporting obligations (other than with respect to supporting obligations securing or guaranteeing licenses of intellectual property granted to the Company and its Subsidiaries); together with all of the Company's or such Guarantor's ledger sheets, ledger cards, files, correspondence, records, books of account, business papers, computers, computer software (owned by the Company or any Guarantor or in which it has an interest), computer programs, tapes, disks and documents and all proceeds and products of the foregoing in whatever form, including: cash, deposit accounts (whether or not comprised solely of proceeds), certificates of deposit, insurance proceeds (including credit insurance), negotiable instruments and other instruments for the payment of money, chattel paper, security agreements, documents, and tort claim proceeds. Notwithstanding anything to the contrary in the immediately preceding sentence, (i) trademarks, licenses, trade names, patents, trade secrets, domain names, and copyrights of the Company or any Guarantor, and general intangibles necessary for the operation of the equipment, machinery and motor vehicles, including warranties and operational manuals and similar items, (ii) any Capital Stock of any Subsidiary of the Company or any Guarantor (other than a Discontinued Subsidiary), (iii) any real property, equipment, machinery, apparatus, motor vehicles, fittings, furniture, furnishings and fixtures, parts and accessories of the equipment, and all replacements and substitutions therefor or accessions thereto owned by the Company or any Guarantor, (iv) supporting obligations securing or guaranteeing licenses of intellectual property granted to the Company and its Subsidiaries, and (v) the identifiable proceeds of each of the foregoing (including insurance proceeds, eminent domain proceeds and condemnation proceeds for loss of the foregoing) shall not constitute Credit Facility Priority Collateral.

No appraisals of any Collateral have been prepared in connection with the offering of the Notes. The value of the Collateral at any time will depend on market and other economic conditions, including the availability of suitable buyers for the Collateral. In the event of a foreclosure, liquidation, bankruptcy or similar proceeding, no assurance can be given that the proceeds from any sale or liquidation of the Collateral will be sufficient to pay any of the Company's Obligations under the Notes or any of the Guarantees thereof, in full or at all.

The right of the Collateral Agent to repossess and dispose or otherwise exercise remedies in respect of the Collateral upon the occurrence of an Event of Default is likely to be significantly impaired by applicable bankruptcy law if a bankruptcy proceeding were to be commenced by or against the Company or any Guarantor prior to the Collateral Agent having repossessed and disposed of the Collateral or otherwise completed the exercise of its remedies with respect to the Collateral. Under the Bankruptcy Code, a secured creditor such as the Collateral Agent is prohibited from repossessing its security from a debtor in a bankruptcy case, or from disposing of security repossessed from such

debtor, without bankruptcy court approval. Moreover, the Bankruptcy Code permits the debtor to continue to retain and to use collateral even though the debtor is in default under the applicable debt instruments; *provided* that, under the Bankruptcy Code, the secured creditor is given "adequate protection." The meaning of the term "adequate protection" may vary according to circumstances, but it is intended in general to protect the value of the secured creditor's interest in the collateral securing the Obligations owed to it and may include cash payments or the granting of additional security, if and at such times as the bankruptcy court in its discretion determines, for any diminution in the value of such collateral as a result of the stay of repossession or disposition or any use of the collateral by the debtor during the pendency of the bankruptcy case. In view of the lack of a precise definition of the term "adequate protection" and the broad discretionary powers of a bankruptcy court, it is impossible to predict how long payments under the Notes or the Guarantees could be delayed following commencement of a bankruptcy case, whether or when the Collateral Agent could repossess or dispose of the Collateral or whether or to what extent Holders would be compensated for any delay in payment or loss of value of the Collateral through the requirement of "adequate protection."

Moreover, the Collateral Agent may need to evaluate the impact of the potential liabilities before determining to foreclose on Collateral consisting of real property because a secured creditor that holds a lien on real property may be held liable under environmental laws for the costs of remediating or preventing release or threatened releases of hazardous substances at such real property. Consequently, the Collateral Agent may decline to foreclose on such Collateral or exercise remedies available if it does not receive indemnification to its satisfaction from the Holders.

The Collateral Agent's ability to foreclose on the Collateral may be subject to lack of perfection, the consent of third parties, prior liens and practical problems associated with the realization of the Collateral Agent's Lien on the Collateral.

Intercreditor Agreement

The Collateral Agent, on behalf of itself, the Trustee and the Holders, and the Administrative Agent, on behalf of itself and the Credit Facility Claim Holders, have entered into an Intercreditor Agreement, which provides for the following:

Lien Priorities. Notwithstanding the date, manner or order of grant, attachment or perfection of any Liens granted to the Collateral Agent, the Trustee or the Holders on the Credit Facility Priority Collateral or of any Liens granted to the Administrative Agent or the Credit Facility Claim Holders on the Credit Facility Priority Collateral and notwithstanding any provision of the Uniform Commercial Code as from time to time in effect in the State of New York (the UCC) or any other applicable law or the Indenture Documents or the Credit Facility Documents or any other circumstance whatsoever, so long as the Discharge of the Credit Facility Claims has not occurred: (a) any Lien on the Credit Facility Priority Collateral now or hereafter held by or on behalf of the Administrative Agent or any Credit Facility Claim Holders or any agent or trustee therefor securing any Credit Facility Claims, will be senior in all respects and prior to any Lien thereon that secures any of the Indenture Obligations; and (b) any Lien on such Credit Facility Priority Collateral now or hereafter held by or on behalf of the Collateral Agent, the Trustee or any Holders or any agent or trustee therefor securing any Indenture Obligations, regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, will be junior and subordinate in all respects to all Liens thereon that secures any Credit Facility Claims. Notwithstanding the date, manner or order of grant, attachment or perfection of any Liens granted to the Administrative Agent or the Credit Facility Claim Holders on the Notes Priority Collateral or of any Liens granted to the Collateral Agent, the Trustee or the Holders on the Notes Priority Collateral and notwithstanding any provision of the UCC or any other applicable law or the Credit Facility Documents or the Indenture Documents or any other circumstance whatsoever, so long as the Discharge of Indenture Obligations has not occurred: (a) any Lien on the Notes Priority Collateral now or hereafter held by or on behalf of the Collateral Agent, the Trustee or

any Holders or any agent or trustee therefor securing any Indenture Obligations, will be senior in all respects and prior to any Lien thereon that secures any of the Credit Facility Claims (except as provided in the definition of Indenture Obligations); and (b) any Lien on such Notes Priority Collateral now or hereafter held by or on behalf of the Administrative Agent or any Credit Facility Claim Holders or any agent or trustee therefor securing any Credit Facility Claims, regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, will be junior and subordinate in all respects to all Liens thereon that secure any Indenture Obligations (except as provided in the definition of Indenture Obligations).

Prohibition on Contesting Liens. The Collateral Agent, on behalf of itself, the Trustee and each Holder, and the Administrative Agent, on behalf of itself and each Credit Facility Claim Holder, agrees that it will not and will waive any right to contest or support any other Person in contesting, in any proceeding (including any insolvency or liquidation proceeding), the priority, validity, perfection or enforceability of a Lien held by or on behalf of any of the Credit Facility Claim Holders in the Common Collateral or by or on behalf of any of the Holders in the Common Collateral, as the case may be; *provided* that nothing in the Intercreditor Agreement shall be construed to prevent or impair the rights of: (a) the Administrative Agent or any Credit Facility Claim Holder to enforce the Intercreditor Agreement, including the priority of the Liens securing the Credit Facility Claims; or (b) the Collateral Agent, the Trustee or any Holder to enforce the Intercreditor Agreement, including the priority of the Liens securing the Indenture Obligations.

New Liens. The Administrative Agent, on behalf of itself and each Credit Facility Claim Holder, agrees that, so long as the Discharge of Indenture Obligations has not occurred, it shall not obtain a Lien on any asset or property of the Company or any Guarantor unless the Company or the Administrative Agent shall have provided the Collateral Agent with prior written notice thereof. The Collateral Agent, on behalf of itself, the Trustee and the Holders, agrees that, so long as the Discharge of Credit Facility Claims has not occurred, it shall not obtain a Lien on any asset or property of the Company or any Guarantor unless the Company or the Collateral Agent shall have provided the Administrative Agent with prior written notice thereof. To the extent the foregoing is not complied with for any reason, without limiting any other right or remedy available to the Administrative Agent or the Collateral Agent, as applicable, the Administrative Agent, on behalf of itself and the Credit Facility Claim Holders, and the Collateral Agent, on behalf of itself, the Trustee and the Holders, agrees that any amounts received by or distributed to any of the Credit Facility Claim Holders or the Holders pursuant to or as a result of any Lien granted in contravention of the foregoing shall be subject to "—Application of Proceeds".

Exercise of Remedies in Respect of Credit Facility Priority Collateral. So long as the Discharge of Credit Facility Claims has not occurred, whether or not any insolvency or liquidation proceeding has been commenced by or against the Company or any Guarantor, (a) the Collateral Agent, the Trustee and the Holders will not exercise or seek to exercise any rights or remedies (including set-off) with respect to any Credit Facility Priority Collateral that secures any Indenture Obligations, institute any action or proceeding with respect to such rights or remedies (including any action of foreclosure), contest, protest or object to any foreclosure proceeding or action brought by the Administrative Agent or any Credit Facility Claim Holder, the exercise of any right under any Indenture Document or any lockbox agreement, control agreement, blocked account agreement, landlord waiver or bailee's letter or similar agreement or arrangement to which the Collateral Agent, the Trustee or any Holder is a party relating to any Credit Facility Priority Collateral, or any other exercise by any such Person, of any rights and remedies relating to the Credit Facility Priority Collateral under the Credit Facility Documents or otherwise, or object to the forbearance by the Credit Facility Claim Holders from bringing or pursuing any foreclosure proceeding or action or any other exercise of any rights or remedies relating to the Credit Facility Priority Collateral, and (b) the Administrative Agent and the Credit Facility Claim Holders have the exclusive right to enforce rights, exercise remedies (including set-off and the right to

credit bid their debt) and make determinations regarding the release, disposition, or restrictions with respect to the Credit Facility Priority Collateral without any consultation with or the consent of the Collateral Agent, the Trustee or any Holder; *provided*, *however*, that (i) in any insolvency or liquidation proceeding commenced by or against the Company or any Guarantor, the Collateral Agent may file a proof of claim or statement of interest with respect to the Indenture Obligations, subject to the limitations contained in the Intercreditor Agreement, (ii) the Collateral Agent may take any action (not adverse to the prior Liens on the Credit Facility Priority Collateral that secures the Indenture Obligations, or the rights of the Administrative Agent or the Credit Facility Claim Holders to exercise remedies in respect thereof) in order to preserve or protect its Lien on such Credit Facility Priority Collateral so long as such action is consistent with the terms and limitations on the Collateral Agent, the Trustee and the Holders imposed by the Intercreditor Agreement, and (iii) the Collateral Agent may take any action to foreclose upon any such Credit Facility Priority Collateral so long as (1) 180 days have elapsed from the date that the Collateral Agent has given written notice to the Administrative Agent of the occurrence of an Event of Default under and as defined in the Indenture Documents, (2) the Administrative Agent is not diligently pursuing in good faith the exercise of its enforcement rights or remedies against such Credit Facility Priority Collateral at the end of such 180-day period, and (3) the proceeds received by the Collateral Agent, the Trustee or any Holder in connection with such foreclosure action by the Collateral Agent is applied pursuant to "—Application of Proceeds;" *provided further* that, to the extent the Administrative Agent or the Credit Facility Claim Holders are stayed or otherwise prohibited by law from exercising such rights or remedies in respect of the relevant Credit Facility Priority Collateral during such 180-day period, then the foregoing 180-day period will be automatically extended by the number of days of such stay or prohibition.

Exercise of Remedies in Respect of Notes Priority Collateral. So long as the Discharge of Indenture Obligations has not occurred, whether or not any insolvency or liquidation proceeding has been commenced by or against the Company or any Guarantor, (a) the Administrative Agent and the Credit Facility Claim Holders will not exercise or seek to exercise any rights or remedies (including set-off) with respect to any Notes Priority Collateral that secures any Credit Facility Claims, institute any action or proceeding with respect to such rights or remedies (including any action of foreclosure), contest, protest or object to any foreclosure proceeding or action brought by the Collateral Agent, the Trustee or any Holder, the exercise of any right under any Credit Facility Document or any lockbox agreement, control agreement, blocked account agreement, landlord waiver or bailee's letter or similar agreement or arrangement to which the Administrative Agent or any Credit Facility Claim Holder is a party relating to any Notes Priority Collateral, or any other exercise by any such Person, of any rights and remedies relating to the Notes Priority Collateral under the Indenture Documents or otherwise, or object to the forbearance by the Holders from bringing or pursuing any foreclosure proceeding or action or any other exercise of any rights or remedies relating to the Notes Priority Collateral, and (b) subject to certain limitations contained in the Intercreditor Agreement, the Collateral Agent, the Trustee and the Holders have the exclusive right to enforce rights, exercise remedies (including set-off and the right to credit bid their debt) and make determinations regarding the release, disposition, or restrictions with respect to the Notes Priority Collateral without any consultation with or the consent of the Administrative Agent or any Credit Facility Claim Holder; *provided*, *however*, that (i) in any insolvency or liquidation proceeding commenced by or against the Company or any Guarantor, the Administrative Agent may file a proof of claim or statement of interest with respect to the Credit Facility Claims, subject to certain limitations contained in the Intercreditor Agreement, (ii) the Administrative Agent may take any action (not adverse to the prior Liens on the Notes Priority Collateral that secures the Credit Facility Claims, or the rights of the Collateral Agent, the Trustee or the Holders to exercise remedies in respect thereof) in order to preserve or protect its Lien on such Notes Priority Collateral so long as such action is consistent with the terms and limitations on the Administrative Agent and the Credit Facility Claim Holders imposed by the Intercreditor Agreement, and (iii) the Administrative Agent may take any action to foreclose upon any such Notes Priority

Collateral so long as (1) 270 days have elapsed from the date that the Administrative Agent has given written notice to the Collateral Agent of the occurrence of an Event of Default under and as defined in the Credit Facility Documents (and so long as at the time such notice is given an Event of Default under and as defined in the Indenture Documents has occurred and be continuing), (2) the Collateral Agent is not diligently pursuing in good faith the exercise of its enforcement rights or remedies against such Notes Priority Collateral at the end of such 270-day period, and (3) the proceeds received by the Administrative Agent or any Credit Facility Claim Holder in connection with such foreclosure action by the Administrative Agent is applied pursuant to "—Application of Proceeds;" *provided further* that, to the extent the Collateral Agent, the Trustee or the Holders are stayed or otherwise prohibited by law from exercising such rights or remedies in respect of the relevant Credit Facility Priority Collateral during such 270-day period, then the foregoing 270-day period will be automatically extended by the number of days of such stay or prohibition.

Collateral Access and Other Rights in favor of the Administrative Agent. The Collateral Agent will consent to allow the Administrative Agent and its officers, employees and agents reasonable and non-exclusive access to and use of any real property, equipment and fixtures of the Company or any Guarantor, for a period not exceeding 180 days; *provided*, that, to the extent the Administrative Agent is stayed or otherwise prohibited by law from exercising such rights or remedies in respect of the relevant Credit Facility Priority Collateral during such 180-day period, then the foregoing 180-day period shall be automatically extended by the number of days of such stay or prohibition (the "Processing and Sale Period"), as necessary or reasonably appropriate to remove or sell, in any lawful manner, any Credit Facility Priority Collateral, subject to the following conditions and limitations:

(i) The Processing and Sale Period will commence on the date that the Collateral Agent shall have given the Administrative Agent notice of the occurrence of an Event of Default and the Collateral Agent's intention to commence its exercise of remedies subject to the terms of the Intercreditor Agreement and will terminate on the earlier to occur of (A) the day which is 180 days (as such period may be extended) thereafter, and (B) the Discharge of Credit Facility Claims.

(ii) Each of the Collateral Agent and foreclosure purchaser will be entitled, as a condition of permitting such access and use, to receive written confirmation from the Administrative Agent that (A) the access or use requested by the Administrative Agent is not prohibited by law; and (B) the Collateral Agent, the Trustee and the Holders are adequately insured at no cost to them for damage to property and liability to persons, including property and liability insurance, that may occur incidental to such access or use.

The Collateral Agent and such foreclosure purchaser will: (i) provide reasonable cooperation to the Administrative Agent and its officers, employees and agents, in connection with the removal and sale of any Credit Facility Priority Collateral by the Administrative Agent and its officers, employees and agents, as provided above; and (ii) be entitled to receive, from the Administrative Agent, fair compensation and reimbursement for their reasonable out-of-pocket costs and expenses incurred in connection with such cooperation. The Collateral Agent and such foreclosure purchaser (or its transferee or successor) will not otherwise be contractually required to remove, insure, protect, store, safeguard, sell or deliver any Credit Facility Priority Collateral or to provide any support, assistance or cooperation to the Administrative Agent in respect thereof.

The Intercreditor Agreement also provides that notwithstanding anything to the contrary therein, so long as the Discharge of Credit Facility Claims has not occurred, whether or not any insolvency or liquidation proceeding has been commenced by or against the Company or any Guarantor, the Collateral Agent, the Trustee and the Holders will not foreclose upon or otherwise sell or dispose of any of the Notes Priority Collateral or institute any action or proceeding with respect thereto (including any action of foreclosure) until after a period of 180 days, such period commencing from the date that

the Collateral Agent shall have given written notice to the Administrative Agent of the occurrence of an Event of Default and the Collateral Agent's intention to commence its exercise of remedies subject to the terms of the Intercreditor Agreement; *provided*, *however*, that the provisions of this paragraph shall not be construed to limit the right of the Collateral Agent, the Trustee or the Holders to (i) file a proof of claim or statement of interest with respect to the Indenture Obligations, subject to the limitations contained in the Intercreditor Agreement, in any insolvency or liquidation proceeding commenced by or against the Company or any Guarantor, (ii) take any action in order to preserve or protect their Lien on the Notes Priority Collateral, or (iii) prepare for, or commence marketing activities for, the foreclosure, sale or other disposition of the Notes Priority Collateral.

The Collateral Agent will consent (given without any representation, warranty or obligation whatsoever) to the grant by the Company or any Guarantor to the Collateral Agent of a non-exclusive royalty-free license to use any patent, trademark, copyrights, any licenses relating thereto or proprietary information or books and records of the Company or such Guarantor, as the case may be, that is subject to a consensual Lien held by the Collateral Agent, in connection with the enforcement of any consensual Lien held by the Administrative Agent upon any inventory of the Company or such Guarantor or the collection of accounts or performance of contracts of the Company or such Guarantor, as the case may be, and to the extent the use of such patent, trademark, copyrights, any licenses relating thereto or proprietary information or books and records is necessary or appropriate, in the commercially reasonable opinion of the Administrative Agent, to manufacture, produce, complete, remove or sell any such inventory in any lawful manner, or to collect accounts or perform contracts of the Company or such Guarantor. Any consent so delivered by the Collateral Agent shall be binding on its successors and assigns, including a purchaser of the patent, trademark, copyrights, any licenses relating thereto or proprietary information or books and records subject to such license at a foreclosure sale conducted in foreclosure of any Lien held by the Collateral Agent.

Application of Proceeds. So long as the Discharge of Credit Facility Claims has not occurred, the Credit Facility Priority Collateral or proceeds thereof (or amounts in respect thereof) received in connection with the sale or other disposition of, or collection on, such Credit Facility Priority Collateral upon the exercise of remedies (or in respect of any Credit Facility Priority Collateral in the event of the occurrence of an insolvency or liquidation proceeding with respect to the Company or any Guarantor), shall be applied in the following order: *first*, to the payment of (a) the costs and expenses incurred by the Administrative Agent in connection with the Credit Agreement or the costs and expenses otherwise payable under the Credit Agreement, and (b) the costs and expenses specifically incurred by the Collateral Agent in connection with such sale or other disposition or collection relating to such Credit Facility Priority Collateral by the Collateral Agent on the Credit Facility Priority Collateral that is permitted pursuant to "Exercise of Remedies in Respect of Credit Facility Priority Collateral", until all such costs and expenses as set forth in clauses (a) and (b) hereof shall have been paid in full in cash; *provided* that, notwithstanding anything in this clause to the contrary, in no event shall proceeds of Credit Facility Priority Collateral collected prior to the commencement of such sale, disposition or collection by the Collateral Agent, be used to pay (i) costs and expenses of the Collateral Agent pursuant to this clause, or (ii) costs and expenses incurred prior to such date of commencement; *second*, by the Administrative Agent to the Credit Facility Claims in such order as specified in the relevant Credit Facility Documents (or, if an order is not specified in the Credit Facility Documents, in such order determined by the Administrative Agent in its sole discretion) until the Discharge of Credit Facility Claims has occurred; *third*; by the Collateral Agent to the Indenture Obligations in such order as specified in the Indenture until the Discharge of Indenture Obligations has occurred; *fourth*, by the Administrative Agent and the Collateral Agent to the Excess Credit Facility Claims and the Excess Indenture Obligations, respectively, on a pro rata basis until all such Obligations have been paid in full in cash; and *fifth*, to the Company or applicable Guarantor, or its successors or assigns, or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds.

So long as the Discharge of Indenture Obligations has not occurred, the Notes Priority Collateral or proceeds thereof (or amounts in respect thereof) received in connection with the sale or other disposition of, or collection on, such Notes Priority Collateral upon the exercise of remedies (or in respect of any Notes Priority Collateral in the event of the occurrence of an insolvency or liquidation proceeding with respect to the Company or any Guarantor), shall be applied: *first*, to the payment of (a) the costs and expenses incurred by the Collateral Agent in connection with the Indenture Documents or the costs and expenses otherwise payable under the Indenture Documents, and (b) the costs and expenses specifically incurred by the Administrative Agent in connection with such sale or other disposition or collection relating to such Notes Priority Collateral by the Administrative Agent on the Notes Priority Collateral that is permitted pursuant to "Exercise of Remedies in Respect of Notes Priority Collateral", until all such costs and expenses as set forth in clauses (a) and (b) hereof shall have been paid in full in cash; *provided* that, notwithstanding anything in this clause to the contrary, in no event shall proceeds of Notes Priority Collateral collected prior to the commencement of such sale, disposition or collection by the Administrative Agent, be used to pay (i) costs and expenses of the Administrative Agent pursuant to this clause, or (ii) costs and expenses incurred prior to such date of commencement; *second*, by the Collateral Agent to the Indenture Obligations in such order as specified in the Indenture until the Discharge of Indenture Obligations has occurred; *third*; by the Administrative Agent to the Credit Facility Claims in such order as specified in the Credit Facility Documents (or, if an order is not specified in the Credit Facility Documents, in such order determined by the Administrative Agent in its sole discretion) until the Discharge of Credit Facility Claims has occurred; *fourth*, by the Administrative Agent and the Collateral Agent to the Excess Credit Facility Claims and the Excess Indenture Obligations, respectively, on a *pro rata* basis until all such Obligations have been paid in full in cash; and *fifth*, to the Company or applicable Guarantor, or its successors or assigns, or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds.

Turnover. Any Credit Facility Priority Collateral or proceeds thereof (or amounts in respect thereof) received by the Collateral Agent, the Trustee or any Holder in connection with the exercise of any right or remedy (including set-off) relating to the Credit Facility Priority Collateral in contravention of the Intercreditor Agreement shall be segregated and held in trust and forthwith paid over to the Administrative Agent for the benefit of itself and the Credit Facility Claim Holders in the same form as received, with any necessary endorsements or as a court of competent jurisdiction may otherwise direct. Any Notes Priority Collateral or proceeds thereof (or amounts in respect thereof) received by the Administrative Agent or any Credit Facility Claim Holder in connection with the exercise of any right or remedy (including set-off) relating to the Notes Priority Collateral in contravention of the Intercreditor Agreement shall be segregated and held in trust and forthwith paid over to the Collateral Agent for the benefit of itself, the Trustee and the Holders in the same form as received, with any necessary endorsements or as a court of competent jurisdiction may otherwise direct.

Release of Liens—Intercreditor Agreement. If in connection with (a) the exercise of the Administrative Agent's remedies in respect of the Credit Facility Priority Collateral or (b) any sale, lease, exchange, transfer or other disposition of any Credit Facility Priority Collateral that, with respect to this clause (b), is both permitted or not prohibited under (i) the terms of the Credit Facility Documents (whether or not an "event of default" thereunder, and as defined therein, has occurred and is continuing) and (ii) the terms of the Indenture, the Administrative Agent, on behalf of itself and the Credit Facility Claim Holders, releases (or indicates that it will release) any of its Liens on any part of the Credit Facility Priority Collateral, the Collateral Agent, on behalf of itself, the Trustee and the Holders, agree to promptly execute and deliver to the Administrative Agent or the Company such termination statements, releases and other documents as the Administrative Agent or the Company may reasonably request to effect such release. If in connection with (a) the exercise of the Collateral Agent's remedies in respect of the Notes Priority Collateral or (b) any sale, lease, exchange, transfer or other disposition of any Notes Priority Collateral that, with respect to this clause (b), is both permitted

or not prohibited under (i) the terms of the Indenture Documents (whether or not an Event of Default has occurred and is continuing) and (ii) under the terms of the Credit Agreement, the Collateral Agent, on behalf of itself, the Trustee and the Holders, releases (or indicates that it will release) any of its Liens on any part of the Notes Priority Collateral, the Administrative Agent, on behalf of itself and the Credit Facility Claim Holders, agree to promptly execute and deliver to the Collateral Agent or the Company such termination statements, releases and other documents as the Collateral Agent or the Company may reasonably request to effect such release.

Bankruptcy Financing and Other Matters. If the Company or any Guarantor shall be subject to any insolvency or liquidation proceeding and the Administrative Agent shall desire to permit the use of cash collateral or to permit the Company or any Guarantor to obtain financing under Section 363 or Section 364 of Title 11 of the United States Code or any similar Bankruptcy Law ("DIP Financing") in an aggregate principal amount, which when taken together with the aggregate principal amount of all pre-petition Credit Facility Claims (excluding any Credit Facility Cash Management Obligations and Credit Facility Hedging Obligations but including any Protective Advance Obligations), does not exceed the then permitted Maximum Credit Facility Principal Amount on such date, and, in any event, that is not to be secured by any of the Notes Priority Collateral, then the Collateral Agent, on behalf of itself, the Trustee and the Holders, agree that it will raise no objection to such use of cash collateral or DIP Financing and will not request adequate protection or any other relief in connection therewith (except to the extent permitted in the second immediately succeeding paragraph or relating to the Notes Priority Collateral), and, to the extent the Liens securing the Credit Facility Claims are subordinated or *pari passu* with such DIP Financing, subordinate its Liens in the Common Collateral (other than the Notes Priority Collateral) to such DIP Financing (and all Obligations relating thereto) on the same basis as the Liens on the Credit Facility Priority Collateral that secures the Indenture Obligations are subordinated to the Liens thereon that secures the Credit Facility Claims under the Intercreditor Agreement, and agrees that notice received two (2) calendar days prior to the entry of an order approving such usage of cash collateral or approving such financing shall be adequate notice.

Until the Discharge of Credit Facility Claims, the Collateral Agent, on behalf of itself, the Trustee and the Holders, agree that none of them shall seek relief from the automatic stay or any other stay in any insolvency or liquidation proceeding in respect of the Credit Facility Priority Collateral, without the prior written consent of the Administrative Agent. Until the Indenture Obligations have been paid in full, the Administrative Agent, on behalf of itself and the Credit Facility Claim Holders, agrees that none of them shall seek relief from the automatic stay or any other stay in any insolvency or liquidation proceeding in respect of the Notes Priority Collateral, without the prior written consent of the Collateral Agent.

The Collateral Agent, on behalf of itself, the Trustee and the Holders, agree that none of them shall contest (or support any other Person contesting): (a) any request by the Administrative Agent or the Credit Facility Claim Holders for adequate protection; or (b) any objection by the Administrative Agent or the Credit Facility Claim Holders to any motion, relief, action or proceeding based on the Administrative Agent or the Credit Facility Claim Holders claiming a lack of adequate protection, in each case, in respect of the Credit Facility Priority Collateral. Notwithstanding the foregoing, in any insolvency or liquidation proceeding, (i) if the Credit Facility Claim Holders (or any subset thereof) are granted adequate protection in the form of additional collateral in connection with any DIP Financing or use of cash collateral under Section 363 or Section 364 of Title 11 of the United States Code or any similar bankruptcy law, then the Collateral Agent, on behalf of itself, the Trustee or any of the Holders, may seek or request adequate protection in the form of a replacement Lien on such additional collateral, which Lien, if any, on any assets not constituting Notes Priority Collateral or not of the type constituting Notes Priority Collateral shall be subordinated to the Liens securing the Credit Facility Claims and such DIP Financing (and all Obligations relating thereto) on the same basis as the other Liens on the Credit Facility Priority Collateral that secures the Indenture Obligations are so

subordinated to the Liens thereon that secures the Credit Facility Claims under the Intercreditor Agreement, and (ii) in the event the Collateral Agent, on behalf of itself, the Trustee and the Holders, seeks or requests adequate protection and such adequate protection is granted in the form of additional collateral that does not constitute Notes Priority Collateral or is not of the type constituting Notes Priority Collateral, then the Collateral Agent, on behalf of itself, the Trustee or any of the Holders, agrees that the Administrative Agent shall also be granted a senior Lien on such additional collateral as security for the Credit Facility Claims and any such DIP Financing and that any Lien on such additional collateral securing the Indenture Obligations shall be subordinated to the Liens on such collateral securing the Credit Facility Claims and any such DIP Financing (and all Obligations relating thereto) and any other Liens granted to the Credit Facility Claim Holders as adequate protection on the same basis as the other Liens on the Credit Facility Priority Collateral that secures the Indenture Obligations are so subordinated to the Liens thereon that secures such Credit Facility Claims under the Intercreditor Agreement.

The Administrative Agent, on behalf of itself and the Credit Facility Claim Holders, agree that none of them shall contest (or support any other Person contesting): (a) any request by the Collateral Agent, the Trustee or the Holders for adequate protection; or (b) any objection by the Collateral Agent, the Trustee or the Holders to any motion, relief, action or proceeding based on the Collateral Agent, the Trustee or the Holders claiming a lack of adequate protection, in each case, in respect of the Notes Priority Collateral. Notwithstanding the foregoing, in any insolvency or liquidation proceeding, (i) if the Holders (or any subset thereof) are granted adequate protection in the form of additional collateral in connection with any DIP Financing or use of cash collateral under Section 363 or Section 364 of Title 11 of the United States Code or any similar Bankruptcy Law, then the Administrative Agent, on behalf of itself or any of the Credit Facility Claim Holders, may seek or request adequate protection in the form of a replacement Lien on such additional collateral, which Lien, if any, on any assets not constituting Credit Facility Priority Collateral or not of the type constituting Credit Facility Priority Collateral shall be subordinated to the Liens securing the Indenture Obligations and such DIP Financing (and all Obligations relating thereto) on the same basis as the other Liens on the Notes Priority Collateral that secures the Credit Facility Claims are so subordinated to the Liens thereon that secures the Indenture Obligations under the Intercreditor Agreement, and (ii) in the event the Administrative Agent, on behalf of itself and the Credit Facility Claim Holders, seeks or requests adequate protection and such adequate protection is granted in the form of additional collateral that does not constitute Credit Facility Priority Collateral or is not of the type constituting Credit Facility Priority Collateral, then the Administrative Agent, on behalf of itself or any of the Credit Facility Claim Holders, agrees that the Collateral Agent shall also be granted a senior Lien on such additional collateral as security for the Indenture Obligations and any such DIP Financing and that any Lien on such additional collateral securing the Credit Facility Claims shall be subordinated to the Liens on such collateral securing the Indenture Obligations and any such DIP Financing (and all Obligations relating thereto) and any other Liens granted to the Holders as adequate protection on the same basis as the other Liens on the Notes Priority Collateral that secures the Credit Facility Claims are so subordinated to the Liens thereon that secures such Indenture Obligations under the Intercreditor Agreement.

Asset Dispositions in an Insolvency or Liquidation Proceeding. None of the Collateral Agent, the Trustee or any Holder shall, in an insolvency or liquidation proceeding or otherwise, oppose any sale or disposition of any assets of the Company or any Guarantor made in accordance with certain limitations set forth in the Intercreditor Agreement solely consisting of any Credit Facility Priority Collateral that is supported by the Credit Facility Credit Facility Claim Holders, and the Collateral Agent, the Trustee and each Holder will be deemed to have consented under Section 363 of Title 11 of the United States Code (and otherwise) to any sale supported by the Credit Facility Claim Holders and to have released their Liens in such assets. Neither the Administrative Agent nor any Credit Facility Claim Holder shall, in an insolvency or liquidation proceeding or otherwise, oppose any sale or disposition of any assets of

the Company or any Guarantor solely consisting of any Notes Priority Collateral that is supported by the requisite Holders (as determined in accordance with the Indenture) and the Administrative Agent and each Credit Facility Claim Holder will be deemed to have consented under Section 363 of Title 11 of the United States Code (and otherwise) to any sale supported by the Holders and to have released their Liens in such assets.

Purchase Option. Upon the occurrence and during the continuance of (a) the acceleration prior to maturity of all or any portion of the Indebtedness then outstanding under the Credit Agreement, (b) the exercise of any remedy with respect to Liens on the Common Collateral by the Administrative Agent, (c) a default in any scheduled payment of principal, premium, if any, interest or fees under the Indenture or the Credit Agreement that remains uncured or unwaived for a period of 30 days in the aggregate, or (d) the commencement of an insolvency or liquidation proceeding, the Holders may, at their sole expense and effort, upon notice from the Collateral Agent at the direction of such Holders to the Company and the Administrative Agent, irrevocably require the Credit Facility Claim Holders to transfer and assign to the Holders, without warranty or representation or recourse (other than the representation or warranty that such Credit Facility Claims are being transferred without any Lien created by the Credit Facility Claim Holders), all (but not less than all) of the Credit Facility Claims and all rights of the Credit Facility Claim Holders under the Credit Facility Documents with respect to the Credit Facility Claims; *provided* that (x) the Administrative Agent and the Credit Facility Claim Holders shall retain all rights to be indemnified or to be held harmless by the Company and the Guarantors in accordance with the terms of the Credit Facility Documents, (y) such assignment shall not conflict with any law, rule or regulation or order of any court or other governmental authority having jurisdiction, and (z) the Holders shall have paid to the Administrative Agent, for the account of the Credit Facility Claim Holders, in immediately available funds, an amount equal to 100% of the principal of such Indebtedness (including Credit Facility Hedging Obligations, Protective Advance Obligations and Credit Facility Cash Management Obligations) *plus* all accrued and unpaid interest thereon *plus* all accrued and unpaid fees (including, without limitation, reasonable attorney's fees and costs) including any breakage costs and expenses (other than any other fees that become due as a result of the prepayment of the loans and other advances under, or early termination of, the Credit Agreement (such fees are referred to hereinafter as "Termination Fees")) *plus* all the other Credit Facility Claims then outstanding (which shall include, with respect to the aggregate face amount of the letters of credit outstanding under the Credit Agreement, an amount in cash equal to 105% thereof). In order to effectuate the foregoing, the Administrative Agent shall provide an estimated calculation, upon the written request of the Holders submitted through the Collateral Agent from time to time (but in no event more than twice in any calendar month), the amount in cash that would be necessary to so purchase the Credit Facility Claims. If the purchase option is exercised: (a) the parties shall endeavor to close promptly thereafter but in any event within ten (10) Business Days of the notice thereof, (b) such purchase of the Credit Facility Claims shall be exercised pursuant to documentation mutually acceptable to each of the Administrative Agent and the Holders purchasing such claims, and (c) such Credit Facility Claims shall be purchased pro rata among the Holders giving notice to the Collateral Agent of their intent to exercise the purchase option hereunder according to such Holders' portion of the Indenture Obligations outstanding on the date of purchase. Notwithstanding anything to the contrary herein, if, at any time following the consummation of such transfer and assignment and the occurrence of the Discharge of Credit Facility Claims and the Discharge of Indenture Obligations (other than the payment of any fees that become due as a result of the prepayment or termination of the Indenture Obligations), the Holders recover any termination fees prior to the first anniversary of the date of such transfer and assignment is consummated, they shall turn over such fees to Credit Facility Claim Holders in the form and to the extent received.

Release of Liens—Notes. The Company and the Guarantors are entitled to releases of assets included in the Collateral from the Liens securing Indenture Obligations under any one or more of the

following circumstances, and such Liens on such assets shall automatically, without the need for any further action by any Person, be released, terminated and discharged:

(1) in connection with asset dispositions permitted or not prohibited under the covenant described below under "—Certain Covenants—Limitation on Asset Sales;"

(2) if any Guarantor is released from its Guarantee in accordance with the terms of the Indenture (including by virtue of such Guarantor ceasing to be a Restricted Subsidiary), that Guarantor's assets will also be released from the Liens securing its Guarantee and the other Indenture Obligations; or

(3) if required in accordance with the terms of the Intercreditor Agreement or any Collateral Document.

The Liens on the Collateral that secures the Indenture Obligations also will automatically, without the need for any further action by any Person, be released, terminated and discharged:

(1) upon legal defeasance or covenant defeasance or satisfaction and discharge of the Indenture as described below under the captions "—Legal Defeasance and Covenant Defeasance" and "—Satisfaction and Discharge;" or

(2) with the consent of the Holders of the requisite percentage of Notes in accordance with the provisions described below under the caption "—Modification of the Indenture."

The Collateral Documents provide that the Collateral Agent will execute, upon request and at the Company's expense, any documents, instruments, agreements or filings reasonably requested by the Company to evidence the release of the Collateral.

Guarantees

The full and prompt payment of the Company's payment obligations under the Notes and the other Indenture Documents are guaranteed, jointly and severally, by all existing and future, direct and indirect, Domestic Restricted Subsidiaries (other than Discontinued Subsidiaries). Each Guarantor fully and unconditionally guarantees on a senior secured basis (each a "Guarantee" and, collectively, the "Guarantees"), jointly and severally, to each Holder and the Trustee, the full and prompt performance of the Company's Obligations under the Notes and the other Indenture Documents, including the payment of principal of, interest on and premium, if any, on the Notes. The Guarantee of each Guarantor ranks senior in right of payment to all existing and future subordinated Indebtedness of such Guarantor and equally in right of payment with all other existing and future senior Indebtedness of such Guarantor. The obligations of each Guarantor are limited to the maximum amount which, after giving effect to all other contingent and fixed liabilities of such Guarantor and after giving effect to any collections from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under its Guarantee or pursuant to its contribution obligations under the Indenture, that result in the obligations of such Guarantor under the Guarantee not constituting a fraudulent conveyance or fraudulent transfer under federal or state law. The net worth of any Guarantor for such purpose shall include any claim of such Guarantor against the Company for reimbursement and any claim against any other Guarantor for contribution. Each Guarantor may consolidate with or merge into or sell its assets to the Company or another Guarantor without limitation. See "—Certain Covenants—Mergers, Consolidation and Sale of Assets" and "—Limitation on Asset Sales."

Notwithstanding the foregoing, a Guarantor will be released from its Guarantee without any action required on the part of the Trustee or any Holder:

(1) if (a) all of the Capital Stock issued by such Guarantor or all or substantially all of the assets of such Guarantor are sold or otherwise disposed of (including by way of merger or

consolidation) to a Person other than the Company or any other Guarantor or (b) such Guarantor ceases to be a Restricted Subsidiary, and we otherwise comply, to the extent applicable, with the covenant described below under the caption "—Certain Covenants—Limitation on Asset Sales;"

(2) if the Company designates such Guarantor as an Unrestricted Subsidiary in accordance with the covenant described below under the caption "—Certain Covenants—Limitation on Restricted Payments;"

(3) if the Company exercises its legal defeasance option or its covenant defeasance option as described below under the caption "—Legal Defeasance and Covenant Defeasance;" or

(4) upon satisfaction and discharge of the Indenture or payment in full in cash of the principal of, premium, if any, accrued and unpaid interest, if any, on the Notes and all other Obligations that are then due and payable.

At the Company's request and expense, the Trustee will execute and deliver an instrument evidencing such release. A Guarantor may also be released from its obligations under its Guarantee in connection with a permitted amendment of the Indenture. See "—Modification of the Indenture."

As of the Issue Date, all of our Subsidiaries are Restricted Subsidiaries. However, under certain circumstances described below under "—Certain Covenants—Limitation on Restricted Payments," the Company is permitted to designate certain of its Subsidiaries as Unrestricted Subsidiaries. Unrestricted Subsidiaries are not subject to the restrictive covenants of the Indenture and do not guarantee the Notes. In the event of a bankruptcy, liquidation or reorganization of any of these Unrestricted Subsidiaries or any of our existing and future Foreign Restricted Subsidiaries, such Unrestricted Subsidiary or such Foreign Restricted Subsidiary, as the case may be, will pay the holders of their debt and their trade creditors before they will be able to distribute any of their assets to the Company.

Redemption

Optional Redemption prior to June 1, 2014. At any time on or prior to June 1, 2014, the Notes may be redeemed or purchased by the Company in whole or in part, at the Company's option, at a price equal to 100% of the principal amount thereof *plus* the Applicable Premium as of, and accrued and unpaid interest, if any, to, the date of redemption or purchase (the "Redemption Date") (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date). Such redemption or purchase may be made upon notice mailed by first-class mail to each Holder's registered address, not less than 30 nor more than 60 days prior to the Redemption Date.

Optional Redemption on or after June 1, 2014. Except as described above and below, the Notes are not redeemable before June 1, 2014. Thereafter, the Company may redeem the Notes, at its option, in whole or in part, upon not less than 30 nor more than 60 days' notice, at the following redemption prices (expressed as percentages of the principal amount thereof) if redeemed during the twelve-month period commencing on June 1, of the year set forth below:

Year	Percentage
2014	105.000%
2015	102.500%
2016 and thereafter	100.000%

In addition, the Company must pay accrued and unpaid interest, if any, on the Notes redeemed.

Optional Redemption Upon Equity Offerings. At any time, or from time to time, on or prior to June 1, 2013, the Company may, at its option, use an amount not to exceed the net cash proceeds of one or more Equity Offerings to redeem up to 35% of the aggregate principal amount of the Notes (which includes Additional Notes, if any) originally issued under the Indenture at a redemption price of 110% of the aggregate principal amount thereof, *plus* accrued and unpaid interest, thereon, if any, to the date of redemption; *provided* that:

(1) at least 65% of the aggregate principal amount of Notes (which includes Additional Notes, if any) originally issued under the Indenture remains outstanding immediately after any such redemption; and

(2) the Company makes such redemption not more than 120 days after the consummation of any such Equity Offering.

Selection and Notice of Redemption. In the event that the Company chooses to redeem less than all of the Notes, selection of the Notes for redemption will be made by the Trustee either:

(1) in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are listed; or

(2) if the Notes are not then listed on a national securities exchange, on a pro rata basis, by lot or by such method as the Trustee may reasonably determine is fair and appropriate.

If a partial redemption is made with the proceeds of an Equity Offering, the Trustee will select the Notes only on a pro rata basis or on as nearly a pro rata basis as is practicable (subject to DTC procedures), unless such method is otherwise prohibited. No Notes of a principal amount of $2,000 or less shall be redeemed in part and Notes of a principal amount in excess of $2,000 may be redeemed in part in multiples of $1,000 only.

Notice of redemption will be mailed by first-class mail at least 30 but not more than 60 days before the redemption date to the Trustee and each Holder to be redeemed at its registered address. If Notes are to be redeemed in part only, the notice of redemption shall state the portion of the principal amount thereof to be redeemed. A new Note in a principal amount equal to the unredeemed portion thereof will be issued in the name of the Holder thereof upon cancellation of the original Note (or appropriate adjustments to the amount and beneficial interests in the Global Note will be made).

The Company will pay the redemption price for any Note together with accrued and unpaid interest thereon through the date of redemption. On and after the redemption date, interest will cease to accrue on Notes or portions thereof called for redemption as long as the Company has deposited with the paying agent funds in satisfaction of the applicable redemption price pursuant to the Indenture.

Mandatory Redemption; Offers to Purchase; Open Market Purchases

The Company is not required to make any mandatory redemption or sinking fund payments with respect to the Notes. However, under certain circumstances, the Company may be required to offer to purchase the Notes as described under the captions "—Repurchase upon Change of Control" and "—Certain Covenants —Limitation on Asset Sales." The Company may at any time and from time to time purchase Notes in the open market or otherwise.

Repurchase upon Change of Control

Upon the occurrence of a Change of Control, each Holder has the right to require that the Company purchase all or a portion (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of such Holder's Notes using immediately available funds pursuant to the offer described below (the

"Change of Control Offer"), at a purchase price in cash equal to 101% of the principal amount thereof on the date of purchase, *plus* accrued and unpaid interest, if any, to the date of purchase.

Within 30 days following the date upon which the Change of Control occurred, the Company must send, by first-class mail, an offer to each Holder, with a copy to the Trustee, which offer shall govern the terms of the Change of Control Offer. Such offer shall state, among other things, the purchase date, which must be no earlier than 30 days nor later than 60 days from the date such notice is mailed, other than as may be required by law (the "Change of Control Payment Date").

Holders electing to have a Note purchased pursuant to a Change of Control Offer are required to surrender the Note, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Note completed, to the paying agent at the address specified in the notice prior to the close of business on the third business day prior to the Change of Control Payment Date. If only a portion of a Note is purchased pursuant to a Change of Control Offer, a new Note in a principal amount equal to the portion thereof not purchased will be issued in the name of the Holder thereof upon cancellation of the original Note (or appropriate adjustments to the amount and beneficial interests in a Global Note will be made). Notes (or portions thereof) purchased pursuant to a Change of Control Offer will be cancelled and cannot be reissued.

The Company is required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer.

If a Change of Control Offer is made, there can be no assurance that the Company will have available funds sufficient to pay the Change of Control purchase price for all the Notes that might be delivered by Holders seeking to accept the Change of Control Offer. In the event the Company is required to purchase outstanding Notes pursuant to a Change of Control Offer, the Company expects that it would seek third party financing to the extent it does not have available funds to meet its purchase obligations. However, there can be no assurance that the Company would be able to obtain such financing and the terms of the Credit Agreement and/or the Indenture may restrict the ability of the Company to obtain such financing.

Restrictions in the Indenture described herein on the ability of the Company and its Restricted Subsidiaries to incur additional Indebtedness, to grant Liens on its property, to make Restricted Payments and to make Asset Sales may also make more difficult or discourage a takeover of the Company, whether favored or opposed by the management or the Board of Directors of the Company. Consummation of any such Asset Sales in certain circumstances may require redemption or repurchase of the Notes, and there can be no assurance that the Company or the acquiring party will have sufficient financial resources to effect such redemption or repurchase. Such restrictions and the restrictions on transactions with Affiliates may, in certain circumstances, make more difficult or discourage any leveraged buyout of the Company or any of its Subsidiaries by the management of the Company. While such restrictions cover a wide variety of arrangements that have traditionally been used to effect highly leveraged transactions, the Indenture may not afford the Holders protection in all circumstances from the adverse aspects of a highly leveraged transaction, reorganization, restructuring, merger, recapitalization or similar transaction.

One of the events that constitutes a Change of Control under the Indenture is the disposition of "all or substantially all" of the Company's assets under certain circumstances. This term has not been interpreted under New York law (which is the governing law of the Indenture) to represent a specific quantitative test. As a consequence, in the event Holders elect to require the Company to purchase the Notes and the Company elects to contest such election, there can be no assurance as to how a court interpreting New York law would interpret the phrase under such circumstances.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of Notes pursuant to a Change of Control Offer. To the extent that the provisions of any securities laws or regulations conflict with the "Change of Control" provisions of the Indenture, the Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under the "Change of Control" provisions of the Indenture by virtue thereof.

Certain Covenants

The Indenture contains, among others, the following covenants:

Limitation on Restricted Payments. The Company will not, and will not cause or permit any of its Restricted Subsidiaries to, directly or indirectly:

(1) declare or pay any dividend or make any distribution (other than dividends or distributions payable in Qualified Capital Stock of the Company and dividends and distributions payable to the Company or another Restricted Subsidiary of the Company) on or in respect of shares of Capital Stock of the Company or its Restricted Subsidiaries to holders of such Capital Stock;

(2) purchase, redeem or otherwise acquire or retire for value any Capital Stock of the Company or its Restricted Subsidiaries (other than any such Capital Stock held by the Company or any Restricted Subsidiary);

(3) make any principal payment on, purchase, defease, redeem, prepay, decrease or otherwise acquire or retire for value, prior to any scheduled final maturity, scheduled repayment or scheduled sinking fund payment, any Indebtedness of the Company or any Guarantor that is subordinate or junior in right of payment to the Notes or a Guarantee; or

(4) make any Investment (other than Permitted Investments);

(each of the foregoing actions set forth in clauses (1), (2), (3) and (4) being referred to as a "Restricted Payment"), if at the time of such Restricted Payment or immediately after giving effect thereto:

(i) a Default or an Event of Default shall have occurred and be continuing;

(ii) the Company is not able to incur at least $1.00 of additional Indebtedness (other than Permitted Indebtedness) in compliance with the covenant described under "—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock;" or

(iii) the aggregate amount of Restricted Payments (including such proposed Restricted Payment) made subsequent to the Issue Date (the amount expended for such purposes, if other than in cash, being the Fair Market Value of such property at the time of the making thereof) shall exceed the sum of:

(A) 50% of the cumulative Consolidated Net Income (or if cumulative Consolidated Net Income is a loss, minus 100% of such loss) of the Company earned during the period beginning on the first day of the first fiscal quarter after the Issue Date and ending on the last day of the Company's most recent fiscal quarter ending prior to the date the Restricted Payment occurs for which financial statements are available (the "Reference Date") (treating such period as a single accounting period); *plus*

(B) 100% of the aggregate net cash proceeds received by the Company from any Person (other than a Subsidiary of the Company) from the issuance and sale subsequent to the Issue Date and on or prior to the Reference Date of Qualified Capital Stock of the Company (excluding any net proceeds from an Equity Offering to the extent used to

redeem Notes pursuant to the provisions described under "*—Redemption—Optional Redemption Upon Equity Offerings*"); *plus*

(C) 100% of the aggregate net cash proceeds received from the issuance of Indebtedness or shares of Disqualified Capital Stock of the Company that have been converted into or exchanged for Qualified Capital Stock of the Company subsequent to the Issue Date and on or prior to the Reference Date; *plus*

(D) an amount equal to the sum of (i) the net reduction in the Investments (other than Permitted Investments) made by the Company or any of its Restricted Subsidiaries in any Person resulting from repurchases, repayments or redemptions of such Investments by such Person, proceeds realized on the sale of such Investment and proceeds representing the return of capital (excluding dividends and distributions), in each case received by the Company or any of its Restricted Subsidiaries, and (ii) to the extent such Person is an Unrestricted Subsidiary, the portion (proportionate to the Company's equity interest in such Subsidiary) of the fair market value of the net assets of such Unrestricted Subsidiary at the time such Unrestricted Subsidiary is designated a Restricted Subsidiary; *provided*, *however*, that the foregoing sum shall not exceed, in the case of any such Person or Unrestricted Subsidiary, the amount of Investments (excluding Permitted Investments) previously made (and treated as a Restricted Payment) by the Company or any of its Restricted Subsidiaries in such Person or Unrestricted Subsidiary; *plus*

(E) 100% of the aggregate net cash proceeds received from the exercise by any holder of a convertible note of the Company that has been converted into Qualified Capital Stock of the Company subsequent to the Issue Date and on or prior to the Reference Date.

In the case of clause (iii)(B) above, any net cash proceeds from issuances and sales of Qualified Capital Stock of the Company financed directly or indirectly using funds borrowed from the Company or any Subsidiary of the Company, shall be excluded until and to the extent such borrowing is repaid.

Notwithstanding the foregoing, the provisions set forth in the immediately preceding paragraph do not prohibit:

(1) the payment of any dividend or other distribution or redemption within 60 days after the date of declaration of such dividend or call for redemption if such payment would have been permitted on the date of declaration or call for redemption;

(2) the acquisition of any shares of Qualified Capital Stock of the Company, either (i) solely in exchange for other shares of Qualified Capital Stock of the Company or (ii) through the application of net proceeds of a sale for cash (other than to a Subsidiary of the Company) of shares of Qualified Capital Stock of the Company within 60 days after such sale;

(3) the acquisition of any Indebtedness of the Company or the Guarantors that is subordinate or junior in right of payment to the Notes and Guarantees either (i) solely in exchange for shares of Qualified Capital Stock of the Company, or (ii) through the application of net proceeds of a sale for cash (other than to a Subsidiary of the Company) within 60 days after such sale of (a) shares of Qualified Capital Stock of the Company or (b) if no Default or Event of Default would exist after giving effect thereto, Refinancing Indebtedness;

(4) an Investment either (i) solely in exchange for shares of Qualified Capital Stock of the Company or (ii) through the application of the net proceeds of a sale for cash (other than to a Subsidiary of the Company) of shares of Qualified Capital Stock of the Company within 60 days after such sale;

(5) if no Default or Event of Default has occurred and is continuing or would exist after giving effect thereto, the repurchase or other acquisition of shares of Capital Stock of the Company

from employees, former employees, directors or former directors of the Company (or permitted transferees of such employees, former employees, directors or former directors), pursuant to the terms of the agreements (including employment agreements) or plans (or amendments thereto) approved by the Board of Directors of the Company under which such individuals purchase or sell or are granted the option to purchase or sell, shares of such Capital Stock; *provided*, *however*, that the aggregate amount of such repurchases and other acquisitions in any calendar year shall not exceed $2.0 million; *provided further*, *however*, that such amount in any calendar year may be increased by an amount not to exceed the net cash proceeds of key man life insurance policies received by the Company after the Issue Date;

(6) repurchases of Capital Stock deemed to occur upon exercise of stock options, warrants or other similar rights if such Capital Stock represents a portion of the exercise price of such options, warrants or other similar rights;

(7) payments or distributions to dissenting stockholders of Capital Stock of the Company pursuant to applicable law, pursuant to or in connection with a consolidation, merger or transfer of assets that complies with the provisions of the Indenture applicable to mergers, consolidations and transfers of all or substantially all of the property and assets of the Company or any of its Restricted Subsidiaries;

(8) distribution of rights pursuant to a shareholder rights plan of the Company or redemptions of such rights; *provided* that such redemptions are in accordance with the terms of such shareholder rights plan;

(9) any purchase, redemption or acquisition for value of Qualified Capital Stock of the Company in connection with the Company's 401(k) plan or Employee Stock Purchase Plan (as such plans are amended or modified from time to time); and

(10) if no Default shall have occurred and be continuing or would exist after giving effect thereto, other Restricted Payments not to exceed $12.5 million outstanding at any one time in the aggregate.

In determining the aggregate amount of Restricted Payments made subsequent to the Issue Date in accordance with clause (iii) of the first paragraph of this "Limitation on Restricted Payments" covenant amounts expended pursuant to clauses (1), (2)(ii), (3)(ii)(a), (4)(ii) and (10) shall be included in such calculation.

Not later than the date of making any Restricted Payment pursuant to the provisions of the first paragraph described under this covenant and no less frequently than quarterly in the case of all other Restricted Payments, the Company shall deliver to the Trustee an Officers' Certificate stating that such Restricted Payment complies with the Indenture and setting forth in reasonable detail the basis upon which the required calculations were computed, which calculations may be based upon the Company's latest available internal quarterly financial statements.

Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock. (a) The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, assume, guarantee, acquire, become liable, contingently or otherwise, with respect to, or otherwise become responsible for payment of (collectively, "incur," which term shall be deemed to include the entry into a committed revolving credit facility or agreement to increase in the amount of the revolving commitments thereunder, in each case, in an aggregate principal amount equal to the aggregate amount of all revolving commitments thereunder at the time of such entry or increase, as the case may be, and for the avoidance of doubt not the extension or issuance of individual loans or letters of credit thereunder) any Indebtedness (other than Permitted Indebtedness), and the Company will not issue any Disqualified Stock and will not permit any of its Restricted Subsidiaries to issue any shares of preferred stock; *provided*, *however*, that if no Default or Event of Default shall have occurred and be

continuing at the time of or as a consequence of the incurrence of any such Indebtedness, the Company may incur Indebtedness or issue Disqualified Stock and any of its Restricted Subsidiaries that is or, upon such incurrence, becomes a Guarantor may incur Indebtedness, in each case, if on the date of the incurrence of such Indebtedness or the issuance of such Disqualified Stock, as the case may be, the Consolidated Fixed Charge Coverage Ratio of the Company will be, after giving effect to the incurrence thereof, greater than 2.00 to 1.00.

(b) The Company will not, and will not permit any of its Domestic Restricted Subsidiaries to, directly or indirectly, incur any Indebtedness which by its terms (or by the terms of any agreement governing such Indebtedness) is subordinated to any other Indebtedness of the Company or such Domestic Restricted Subsidiary unless such Indebtedness is also by its terms (or by the terms of any agreement governing such Indebtedness) made expressly subordinate to the Obligations of the Company or such Domestic Restricted Subsidiary under (a) in the case of the Company, the Notes and the other Indenture Documents or (b) in the case of such Domestic Restricted Subsidiary, its Guarantee and the other Indenture Documents, in each case, to the same extent and in the same manner as such Indebtedness is subordinated pursuant to subordination provisions that are most favorable to the holders of any other Indebtedness of the Company or such Domestic Restricted Subsidiary.

Limitation on Asset Sales. The Company will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

(1) the Company or the applicable Restricted Subsidiary, as the case may be, receives consideration at the time of such Asset Sale at least equal to the Fair Market Value of the assets sold or otherwise disposed;

(2) at least 75% of the consideration received by the Company or the Restricted Subsidiary, as the case may be, from such Asset Sale is in the form of cash or Cash Equivalents and is received at the time of such disposition; *provided* that (a) the amount of any liabilities (as shown on the most recent applicable balance sheet) of the Company or such Restricted Subsidiary (other than liabilities that are by their terms subordinated to the Notes) that are assumed by the transferee of any such assets shall be deemed to be cash for purposes of this provision so long as the documents governing such liabilities or the assumption thereof provide that there is no further recourse to the Company or any of its Subsidiaries with respect to such liabilities and (b) the Fair Market Value of any marketable securities received by the Company or any such Restricted Subsidiary in exchange for any such assets that are converted into cash or Cash Equivalents within 60 days after the consummation of such Asset Sale shall be deemed to be cash for purposes of this provision; and

(3) the Company shall apply, or cause such Restricted Subsidiary to apply, the Net Cash Proceeds relating to such Asset Sale within 360 days of receipt thereof either:

(a) to the extent the property that is subject to such Asset Sale constitutes Credit Facility Priority Collateral, (i) to repay or prepay Indebtedness and other Obligations under the Credit Agreement and, if the Indebtedness repaid is revolving credit Indebtedness, to correspondingly reduce commitments with respect thereto or (ii) to acquire inventory, documents, contracts, or accounts, chattel paper, instruments or contract rights in respect of any service or sales contracts;

(b) to make (or enter into a definitive and binding agreement committing to do so within 180 days after the date that is 360 days following the date of receipt of such Net Cash Proceeds) an investment in property, plant, equipment or other non-current assets that replace the properties and assets that were the subject of such Asset Sale or that will be

used or useful in a Permitted Business or the acquisition of all of the Capital Stock of a Person engaged in a Permitted Business; or

(c) a combination of repayment and investment permitted by the foregoing clauses (3)(a) and (3)(b);

provided, that if such Asset Sale is of all or substantially all of the Capital Stock of one or more of the Subsidiaries of the Company and if the Net Cash Proceeds of such Capital Stock are not reinvested in the acquisition of all of the Capital Stock of a Person engaged in a Permitted Business as described in clause (3)(b) above, then the portion of the Net Cash Proceeds attributable to Credit Facility Priority Collateral of such Subsidiaries immediately prior to such sale shall be applied as required by clause (3)(a) above, and the portion of the Net Cash Proceeds attributable to Notes Priority Collateral of such Subsidiaries immediately prior to such sale shall be applied as required by clause (3)(b) above, notwithstanding the fact that such Capital Stock constitutes Notes Priority Collateral).

Pending the final application of Net Cash Proceeds, the Company may temporarily reduce revolving credit borrowings or invest such Net Cash Proceeds in Cash Equivalents. On the 361st day after an Asset Sale or such earlier date, if any, as the Board of Directors of the Company or of such Restricted Subsidiary determines not to apply the Net Cash Proceeds relating to such Asset Sale as set forth in clauses (3)(a), (3)(b) or (3)(c) of the preceding paragraph (each, a "Net Proceeds Offer Trigger Date"), such aggregate amount of Net Cash Proceeds which have not been applied on or before such Net Proceeds Offer Trigger Date as permitted in clauses (3)(a), (3)(b) and (3)(c) of the preceding paragraph (each a "Net Proceeds Offer Amount") shall be applied by the Company or such Restricted Subsidiary to make an offer to purchase (the "Net Proceeds Offer") on a date (the "Net Proceeds Offer Payment Date") not less than 30 nor more than 60 days following the applicable Net Proceeds Offer Trigger Date, from all Holders, the maximum principal amount of Notes that may be purchased with the Net Proceeds Offer Amount at a price equal to 100% of the principal amount thereof, *plus* accrued and unpaid interest thereon, if any, to the date of purchase; *provided*, *however*, that if (x) at any time any non-cash consideration received by the Company or any Restricted Subsidiary of the Company, as the case may be, in connection with any Asset Sale is converted into or sold or otherwise disposed of for cash (other than interest received with respect to any such non-cash consideration), then such conversion or disposition shall be deemed to constitute an Asset Sale hereunder on the date of such conversion or disposition, as the case may be, and the Net Cash Proceeds thereof shall be applied in accordance with clause (3) of the immediately preceding paragraph and this paragraph and (y) any Net Cash Proceeds are not applied by the date provided in any definitive and binding agreement described under clause (3)(b) of the immediately preceding paragraph (as such date may be extended in accordance with the terms of such definitive agreement, but in any event, to a date no later than 180 days following such 361st date), such date (as extended, if applicable) shall immediately be deemed to be a "Net Proceeds Trigger Date" and the aggregate amount of such Net Cash Proceeds not applied in accordance with clause (3)(a), (3)(b) or (3)(c), as applicable, by such date shall immediately be deemed to be the "Net Proceeds Offer Amount," and such aggregate amount shall be subject to a Net Proceeds Offer and such Net Cash Proceeds shall be applied in accordance with this paragraph.

The Company may defer any Net Proceeds Offer until there is an aggregate unutilized Net Proceeds Offer Amount equal to or in excess of $5.0 million resulting from one or more Asset Sales in which case the accumulation of such amount shall constitute a Net Proceeds Offer Trigger Date (at which time, the entire unutilized Net Proceeds Offer Amount, and not just the amount in excess of $5.0 million, shall be applied as required pursuant to the immediately preceding paragraph). Upon the completion of each Net Proceeds Offer, the Net Proceeds Offer Amount will be reset at zero, and for the avoidance of doubt, if the aggregate principal amount of Notes properly tendered in connection with such Net Proceeds Offer was less than the Net Proceeds Offer Amount, any Net Cash Proceeds relating to, and remaining following the completion of, such Net Proceeds Offer shall no longer constitute Net Cash Proceeds for purposes of this covenant.

In the event of the transfer of substantially all (but not all) of the property and assets of the Company and its Restricted Subsidiaries as an entirety to a Person in a transaction permitted under "—Merger, Consolidation and Sale of Assets," which transaction does not constitute a Change of Control, the successor entity shall be deemed to have sold the properties and assets of the Company and its Restricted Subsidiaries not so transferred for purposes of this covenant, and shall comply with the provisions of this covenant with respect to such deemed sale as if it constituted an Asset Sale. In addition, the Fair Market Value of such properties and assets of the Company or its Restricted Subsidiaries deemed to be sold shall be deemed to be Net Cash Proceeds for purposes of this covenant.

Each notice of a Net Proceeds Offer shall be mailed first class, postage prepaid, to the record Holders as shown on the register of Holders within 20 days following the Net Proceeds Offer Trigger Date, with a copy to the Trustee, and shall comply with the procedures set forth in the Indenture. Upon receiving notice of the Net Proceeds Offer, Holders may elect to tender their Notes in whole or in part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) in exchange for cash. To the extent Holders properly tender Notes in an amount exceeding the Net Proceeds Offer Amount, Notes of tendering Holders will be purchased on a pro rata basis (based on amounts tendered) or on as nearly a pro rata basis as is practicable (subject to DTC procedures). A Net Proceeds Offer shall remain open for a period of 20 business days or such longer period as may be required by law.

The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the repurchase of Notes pursuant to a Net Proceeds Offer. To the extent that the provisions of any securities laws or regulations conflict with this covenant "—Limitation on Asset Sales", the Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this covenant "—Limitation on Asset Sales" by virtue of such compliance.

Limitation on Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries. The Company will not, and will not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or permit to exist or become effective any encumbrance or restriction on the ability of any Restricted Subsidiary of the Company to:

(1) pay dividends or make any other distributions on or in respect of its Capital Stock;

(2) make loans or advances or to pay any Indebtedness or other obligation owed to the Company or any other Restricted Subsidiary of the Company; or

(3) transfer any of its property or assets to the Company or any other Restricted Subsidiary of the Company, except for such encumbrances or restrictions existing under or by reason of:

(a) applicable law, rule or regulation;

(b) the Notes, the Indenture, the Guarantees or the Collateral Agreements;

(c) customary non-assignment provisions of any lease of any Restricted Subsidiary of the Company to the extent such provisions restrict the transfer of the lease or the property leased thereunder;

(d) any instrument governing Acquired Indebtedness, which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person or the properties or assets of the Person so acquired;

(e) the Credit Agreement (and all replacements or substitutions thereof on terms with respect to such encumbrances or restrictions no more adverse to the Holders);

(f) agreements existing on the Issue Date to the extent and in the manner such agreements are in effect on the Issue Date;

(g) restrictions on the transfer of assets subject to any Lien permitted under the Indenture;

(h) restrictions imposed by any agreement to sell assets or Capital Stock permitted under the Indenture to any Person pending the closing of such sale;

(i) provisions in joint venture agreements and other similar agreements (in each case relating solely to the respective joint venture or similar entity or the equity interests therein) entered into in the ordinary course of business;

(j) restrictions contained in the terms of the Purchase Money Indebtedness or Capitalized Lease Obligations not incurred in violation of the Indenture; *provided*, that such restrictions relate only to the assets financed with such Indebtedness;

(k) restrictions in other Indebtedness incurred in compliance with the covenant described under "—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock;" *provided* that such restrictions, taken as a whole, are, in the good faith judgment of the Company's Board of Directors, no more materially restrictive with respect to such encumbrances and restrictions than those contained in the existing agreements referenced in clauses (b), (e) and (f) above;

(l) restrictions on cash or other deposits imposed by customers under contracts or other arrangements entered into or agreed to in the ordinary course of business;

(m) restrictions on the ability of any Foreign Restricted Subsidiary to make dividends or other distributions resulting from the operation of covenants contained in documentation governing Indebtedness of such Subsidiary permitted under the Indenture; or

(n) an agreement governing Indebtedness incurred to Refinance the Indebtedness issued, assumed or incurred pursuant to an agreement referred to in clause (b), (d), (e), (f), (j) or (k) above; *provided*, *however*, that the provisions relating to such encumbrance or restriction contained in any such Indebtedness are no less favorable to the Company as determined by the Board of Directors of the Company in their reasonable and good faith judgment than the provisions relating to such encumbrance or restriction contained in agreements referred to in such clause (b), (d), (e), (f) , (j) or (k).

Limitation on Issuances and Sales of Capital Stock of Subsidiaries. The Company will not permit or cause any of its Restricted Subsidiaries to issue or sell any Capital Stock (other than to the Company or to a Wholly Owned Subsidiary of the Company or permit any Person (other than the Company or a Wholly Owned Subsidiary of the Company) to own or hold any Capital Stock of any Restricted Subsidiary of the Company or any Lien or security interest therein (other than as required by applicable law); *provided*, *however*, that this provision shall not prohibit (1) any issuance or sale if, immediately after giving effect thereto, such Restricted Subsidiary would no longer constitute a Restricted Subsidiary and any Investment in such Person remaining after giving effect to such issuance or sale would have been permitted to be made under the "—Limitation on Restricted Payments" covenant if made on the date of such issuance or sale or (2) the sale of all of the Capital Stock of a Restricted Subsidiary in compliance with the provisions of the "—Limitation on Asset Sales" covenant.

Limitation on Liens. The Company will not, and will not cause or permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, assume or permit or suffer to exist any Liens (other than Permitted Liens) of any kind against or upon any property or assets of the Company or any of its Restricted Subsidiaries whether owned on the Issue Date or acquired after the Issue Date, or any proceeds therefrom, or assign or otherwise convey any right to receive income or profits therefrom.

Limitation on Sale and Leaseback Transactions. The Company will not, and will not permit any of its Restricted Subsidiaries to, enter into any sale and leaseback transaction; *provided* that the Company and any Restricted Subsidiary may enter into a sale and leaseback transaction if:

(1) the Company or such Restricted Subsidiary could have (a) incurred Indebtedness in an amount equal to the Attributable Debt relating to such sale and leaseback transaction pursuant to the covenant described above under the caption "—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" and (b) incurred a Lien to secure such Indebtedness pursuant to the covenant described above under the caption "—Limitation on Liens;" and

(2) the transfer of assets in such sale and leaseback transaction is permitted by, and the Company applies the proceeds of such transaction in compliance with, the covenant described above under the caption "—Limitation on Asset Sales."

Merger, Consolidation and Sale of Assets. The Company will not, in a single transaction or series of related transactions, consolidate or merge with or into any Person, or sell, assign, transfer, lease, convey or otherwise dispose of (or cause or permit any Restricted Subsidiary of the Company to sell, assign, transfer, lease, convey or otherwise dispose of) all or substantially all of the Company's assets (determined on a consolidated basis for the Company and the Company's Restricted Subsidiaries) whether as an entirety or substantially as an entirety to any Person unless:

(1) either:

(a) the Company shall be the surviving or continuing corporation; or

(b) the Person (if other than the Company) formed by such consolidation or into which the Company is merged or the Person which acquires by sale, assignment, transfer, lease, conveyance or other disposition the properties and assets of the Company and of the Company's Restricted Subsidiaries substantially as an entirety (the "Surviving Entity"):

(x) shall be a corporation organized and validly existing under the laws of the United States or any State thereof or the District of Columbia; and

(y) shall expressly assume, (i) by supplemental indenture, executed and delivered to the Trustee, the due and punctual payment of the principal of, and premium, if any, and interest, if any, on all of the Notes and the performance of every covenant of the Notes and the Indenture on the part of the Company to be performed or observed thereunder, (ii) by an assumption and joinder, executed and delivered to the Trustee, the performance of every covenant of the Registration Rights Agreement, and (iii) by amendment, supplement or other instrument, executed and delivered to the Trustee, all obligations of the Company under the Collateral Agreements, and in connection therewith shall cause such instruments to be filed and recorded in such jurisdictions and take such other actions as may be required by applicable law to perfect or continue the perfection of the Lien created under the Collateral Agreements on the Collateral owned by or transferred to the surviving entity;

(2) immediately after giving effect to such transaction and the assumption contemplated by clause (1)(b)(y) above (including giving effect to any Indebtedness and Acquired Indebtedness incurred or anticipated to be incurred in connection with or in respect of such transaction), the Company or such Surviving Entity, as the case may be, shall (a) be able to incur at least $1.00 of additional Indebtedness (other than Permitted Indebtedness) in compliance with the "—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" covenant or (b) have a Consolidated Fixed Charge Coverage Ratio that no worse than the

Company's Consolidated Fixed Charge Coverage Ratio immediately prior to such transaction and any related financing transaction;

(3) immediately after giving effect to such transaction and the assumption contemplated by clause (1)(b)(y) above (including, without limitation, giving effect to any Indebtedness and Acquired Indebtedness incurred or anticipated to be incurred and any Lien granted in connection with or in respect of the transaction), no Default or Event of Default shall have occurred or be continuing; and

(4) the Company or the Surviving Entity shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture comply with the applicable provisions of the Indenture and that all conditions precedent in the Indenture relating to such transaction have been satisfied.

For purposes of the foregoing, the transfer (by lease, assignment, sale or otherwise, in a single transaction or series of transactions) of all or substantially all of the properties or assets of one or more Restricted Subsidiaries of the Company the Capital Stock of which constitutes all or substantially all of the properties and assets of the Company, shall be deemed to be the transfer of all or substantially all of the properties and assets of the Company.

The Indenture provides that upon any consolidation, combination or merger or any transfer of all or substantially all of the assets of the Company in accordance with the foregoing, in which the Company is not surviving or the continuing corporation, the successor Person formed by such consolidation or into which the Company is merged or to which such conveyance, lease or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of, the Company under the Indenture and the Notes with the same effect as if such surviving entity had been named as such. Upon such substitution, the Company and any Guarantors that remain Subsidiaries of the Company shall be released from their obligations under the Indenture and the Guarantees.

Each Guarantor (other than any Guarantor whose Guarantee is to be released in accordance with the terms of the Guarantee and the Indenture in connection with any transaction complying with the provisions of this covenant and the "—Limitation on Asset Sales" covenant) will not, and the Company will not cause or permit any Guarantor to, consolidate with or merge with or into any Person, other than the Company or any other Guarantor unless:

(1) the entity formed by or surviving any such consolidation or merger (if other than the Guarantor) or to which such sale, lease, conveyance or other disposition shall have been made is a corporation organized and existing under the laws of the United States or any State thereof or the District of Columbia;

(2) such entity assumes (a) by supplemental indenture, executed and delivered to the Trustee, all of the obligations of the Guarantor under the Guarantee and the performance of every covenant of the Guarantee and the Indenture, (b) by an assumption and joinder, executed and delivered to the Trustee, the performance of every covenant of the Registration Rights Agreement, and (c) by amendment, supplement or other instrument (in form and substance satisfactory to the Trustee and the Collateral Agent) executed and delivered to the Trustee and the Collateral Agent, all obligations of the Guarantor under the Collateral Agreements and in connection therewith shall cause such instruments to be filed and recorded in such jurisdictions and take such other actions as may be required by applicable law to perfect or continue the perfection of the Lien created under the Collateral Agreements on the Collateral owned by or transferred to the surviving entity; and

(3) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing.

Any merger or consolidation of (i) a Guarantor with and into the Company (with the Company being the surviving entity) or another Guarantor or (ii) a Guarantor or the Company with an Affiliate organized solely for the purpose of reincorporating such Guarantor or the Company in another jurisdiction in the United States or any state thereof or the District of Columbia need only comply with:

(A) clause (4) of the first paragraph of this covenant; and

(B) (x) in the case of a merger or consolidation involving the Company as described in clause (ii), clause 1(b)(y) of the first paragraph of this covenant and (y) in the case of a merger or consolidation involving the Guarantor as described in clause (ii), clause (2) of the immediately preceding paragraph.

Limitations on Transactions with Affiliates. (a) The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, enter into or permit to exist any transaction or series of related transactions (including, without limitation, the purchase, sale, lease or exchange of any property or the rendering of any service) with, or for the benefit of, any of its Affiliates (each an "Affiliate Transaction"), other than

(x) Affiliate Transactions permitted under paragraph (b) below, and

(y) Affiliate Transactions on terms that are no less favorable than those that might reasonably have been obtained in a comparable transaction at such time on an arm's-length basis from a Person that is not an Affiliate of the Company or such Restricted Subsidiary.

All Affiliate Transactions (and each series of related Affiliate Transactions which are similar or part of a common plan) involving aggregate payments or other property with a Fair Market Value in excess of $5.0 million shall be approved by a majority of the members of the Board of Directors of the Company (including a majority of the disinterested members thereof), as the case may be, such approval to be evidenced by a Board Resolution stating that such Board of Directors has determined that such transaction complies with the foregoing provisions and the Company shall deliver an Officers' Certificate to the Trustee certifying that such transactions are in compliance with clause (a)(y) of the preceding paragraph. If the Company or any Restricted Subsidiary of the Company enters into an Affiliate Transaction (or a series of related Affiliate Transactions related to a common plan) that involves an aggregate Fair Market Value of more than $10.0 million, the Company shall, prior to the consummation thereof, obtain a favorable opinion as to the fairness of the financial terms of such transaction or series of related transactions to the Company or the relevant Restricted Subsidiary, as the case may be, from an Independent Financial Advisor and file the same with the Trustee.

(b) The restrictions set forth in the first paragraph of this covenant shall not apply to:

(1) reasonable fees and compensation paid to and indemnity provided on behalf of, officers, directors, employees or consultants of the Company or any Restricted Subsidiary of the Company as determined in good faith by the Company's Board of Directors or senior management;

(2) transactions exclusively between or among the Company and any of its Restricted Subsidiaries or exclusively between or among such Restricted Subsidiaries; *provided* that such transactions are not otherwise prohibited by the Indenture;

(3) any agreement as in effect as of the Issue Date or any transaction contemplated thereby and any amendment thereto or any replacement agreement thereto so long as any such

amendment or replacement agreement is not materially more disadvantageous to the Holders in any material respect than the original agreement as in effect on the Issue Date;

(4) Restricted Payments permitted by the Indenture and Permitted Investments described in clause (10) of the definition thereof;

(5) any merger or other transaction with an Affiliate solely for the purpose of reincorporating the Company in another jurisdiction or creating a holding company of the Company; and

(6) any employment, stock option, stock repurchase, employee benefit compensation, business expense reimbursement, severance, termination or other employment-related agreements, arrangements or plans entered into by the Company or any of its Restricted Subsidiaries in the ordinary course of business.

Additional Subsidiary Guarantees. If (a) the Company or any of its Restricted Subsidiaries acquires or creates another Domestic Restricted Subsidiary after the Issue Date (other than a Discontinued Subsidiary) or (b) if any Domestic Restricted Subsidiary that was a Discontinued Subsidiary is no longer a Discontinued Subsidiary, then the Company shall cause such Domestic Restricted Subsidiary to:

(1) execute and deliver to the Trustee a supplemental indenture pursuant to which such Domestic Restricted Subsidiary shall unconditionally guarantee on a senior secured basis all of the Company's obligations under the Notes and the Indenture on the terms set forth in the Indenture;

(2) take such actions necessary or advisable to grant to the Collateral Agent for the benefit of the Holders a perfected security interest in the assets of such new Domestic Restricted Subsidiary of the type that would constitute Collateral (which for the avoidance of doubt shall not include any Excluded Assets), subject to the Permitted Liens, including the filing of Uniform Commercial Code financing statements in such jurisdictions as may be required by the Security Agreement or by law;

(3) take such further action and execute and deliver such other documents specified in the Indenture or otherwise reasonably requested by the Trustee or the Collateral Agent to effectuate the foregoing; and

(4) deliver to the Trustee an Opinion of Counsel that such supplemental indenture and any other documents required to be delivered have been duly authorized, executed and delivered by such Domestic Restricted Subsidiary and constitutes a legal, valid, binding and enforceable obligations of such Domestic Restricted Subsidiary and such other opinions regarding the perfection of such Liens in the assets of such Domestic Restricted Subsidiary as provided for in the Indenture.

Thereafter, such Domestic Restricted Subsidiary shall be a Guarantor for all purposes of the Indenture.

Real Estate Mortgages and Filings. With respect to any fee interest in any real property (individually and collectively, the "Premises") (a) owned by the Company or any of its Domestic Restricted Subsidiaries on the Issue Date or (b) acquired by the Company or any such Domestic Restricted Subsidiary after the Issue Date with a purchase price of greater than $1.0 million, on the Issue Date in the case of clause (a) and within 90 days of the acquisition thereof in the case of clause (b):

(1) the Company shall deliver to the Collateral Agent, as mortgagee, fully executed counterparts of Mortgages, each dated as of the Issue Date or the date of acquisition of such property, as the case may be, duly executed by the Company or the applicable Domestic Restricted

Subsidiary, together with evidence of the completion (or satisfactory arrangements for the completion), of all recordings and filings of such Mortgage as may be necessary to create a valid, perfected Lien, subject to Permitted Liens, against the properties purported to be covered thereby;

(2) the Company shall deliver to the Collateral Agent mortgagee's title insurance policies in favor of the Collateral Agent, as mortgagee for the ratable benefit of the Collateral Agent, the Trustee and the Holders in an amount equal to 100% of the Fair Market Value of the Premises purported to be covered by the related Mortgage, insuring that title to such property is marketable and that the interests created by the Mortgage constitute valid Liens thereon free and clear of all Liens, defects and encumbrances other than Permitted Liens, and shall be accompanied by evidence of the payment in full of all premiums thereon; and

(3) the Company shall deliver to the Collateral Agent, with respect to each of the covered Premises, the most recent survey of such Premises, together with either (i) an updated survey certification in favor of the Trustee and the Collateral Agent from the applicable surveyor stating that, based on a visual inspection of the property and the knowledge of the surveyor, there has been no change in the facts depicted in the survey or (ii) an affidavit from the Company and the Guarantors stating that there has been no change, other than, in each case, changes that do not materially adversely affect the use by the Company or Guarantor, as applicable, of such Premises for the Company or such Guarantor's business as so conducted, or intended to be conducted, at such Premises.

Conduct of Business. The Company will not, and will not permit any of its Restricted Subsidiaries to, engage in any businesses other than Permitted Businesses.

Reports to Holders. The Indenture provides that, whether or not required by the rules and regulations of the SEC, so long as any Notes are outstanding, the Company will furnish to the Trustee and to the Holders:

(1) all quarterly and annual financial information that would be required to be contained in a filing with the SEC on Forms 10-Q and 10-K if the Company were required to file such Forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" that describes the financial condition and results of operations of the Company and its consolidated Subsidiaries (showing in reasonable detail, either on the face of the financial statements or in the footnotes thereto and in Management's Discussion and Analysis of Financial Condition and Results of Operations, the financial condition and results of operations of the Company and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Company, if any) and, with respect to the annual information only, a report thereon by the Company's certified independent accountants; and

(2) all current reports that would be required to be filed with the SEC on Form 8-K if the Company were required to file such reports,

in each case, within the time periods required for filing such forms and reports as specified in the SEC's rules and regulations.

Notwithstanding the foregoing, the Company may satisfy such requirements prior to the effectiveness of the registration statement contemplated by the Registration Rights Agreement by filing with the SEC such registration statement within the time period required for such filing as specified in the Registration Rights Agreement, to the extent that any such registration statement contains substantially the same information as would be required to be filed by the Company if it were subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, and by providing the Trustee

and Holders with such Registration Statement (and any amendments thereto) promptly following the filing thereof.

In addition, following the consummation of the Exchange Offer, whether or not required by the rules and regulations of the SEC, the Company will file a copy of all such information and reports with the SEC for public availability within the time periods specified in the SEC's rules and regulations (unless the SEC will not accept such a filing). In addition, the Company has agreed that, prior to the consummation of the Exchange Offer, for so long as any Notes remain outstanding, it will furnish to the Holders upon their request, the information required to be delivered pursuant to Rule 144(A)(d)(4) under the Securities Act.

Payments for Consent. The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Holder for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of the Indenture, the Notes or any of the Collateral Agreements unless such consideration is offered to be paid or is paid to all Holders that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or agreement.

Events of Default

The following events are defined in the Indenture as "Events of Default":

(1) the failure to pay interest, if any, on any Notes when the same becomes due and payable and the default continues for a period of 30 days;

(2) the failure to pay the principal of or premium, if any, on any Notes, when such principal or premium becomes due and payable, at maturity, upon optional redemption, upon required offer to purchase (including a default in payment resulting from the failure to make a required offer to purchase), upon acceleration or otherwise;

(3) a default in the observance or performance of any other covenant or agreement contained in the Indenture (other than the payment of the principal of, or premium, if any, or interest, if any, on any Note) or any Collateral Agreement which default continues for a period of 30 days after the Company receives written notice specifying the default (and demanding that such default be remedied) from the Trustee or the Holders of at least 25% of the outstanding principal amount of the Notes (except in the case of a default with respect to the "—Certain Covenants—Merger, Consolidation and Sale of Assets" covenant, which will constitute an Event of Default with such notice requirement but without such passage of time requirement);

(4) the failure to pay at final maturity (giving effect to any applicable grace periods and any extensions thereof) the principal amount of any Indebtedness of the Company or any Restricted Subsidiary of the Company, or the acceleration of the final stated maturity of any such Indebtedness (which acceleration is not rescinded, annulled or otherwise cured within 20 days from the date of acceleration) if the aggregate principal amount of such Indebtedness, together with the principal amount of any other such Indebtedness in default for failure to pay principal at final maturity or which has been accelerated (in each case with respect to which the 20-day period described above has elapsed), aggregates $10.0 million or more at any time;

(5) one or more judgments in an aggregate amount in excess of $10.0 million shall have been rendered against the Company or any of its Restricted Subsidiaries (other than any judgment as to which a reputable and solvent third party insurer has not disclaimed coverage) and such judgments remain undischarged, unpaid or unstayed for a period of 60 days after such judgment or judgments become final and non-appealable;

(6) certain events of bankruptcy affecting the Company, any of its Significant Subsidiaries or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary;

(7) (i) any security interest created by any Collateral Agreement ceases to be in full force and effect (except as permitted by the terms of the Indenture or the Collateral Agreements) or (ii) the breach or repudiation by the Company or any of its Restricted Subsidiaries of any of their obligations under any Collateral Agreement (other than by reason of a release of such obligation or Lien related thereto in accordance with the terms of the Indenture or the Collateral Agreement); *provided* that, in the case of clauses (i) and (ii), such cessation, breach or repudiation, individually or in the aggregate, results in Collateral having a Fair Market Value in excess of $5.0 million not being subject to a valid, perfected security interest in favor of the Collateral Agent (to the extent required under the Collateral Agreements);

(8) the Company or any of the Guarantors, directly or indirectly, contest in any manner the effectiveness, validity, binding nature or enforceability of any Collateral Agreement; or

(9) any Guarantee of a Significant Subsidiary or any group of Domestic Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary ceases to be in full force and effect or any Guarantee of a Significant Subsidiary or any group of Domestic Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary is declared by a court of competent jurisdiction to be null and void and unenforceable or any Guarantee of a Significant Subsidiary or any group of Domestic Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary is found by a court of competent jurisdiction to be invalid or any Guarantor denies its liability under its Guarantee (other than by reason of release of a Guarantor in accordance with the terms of the Indenture).

If an Event of Default (other than an Event of Default specified in clause (6) above with respect to the Company) shall occur and be continuing and has not been waived, the Trustee or the Holders of at least 25% in principal amount of outstanding Notes may declare the principal of and premium, if any, and accrued interest, if any, on all the Notes to be due and payable by notice in writing to the Company and the Trustee specifying the Event of Default and that it is a "notice of acceleration" (the "Acceleration Notice"), and the same shall become immediately due and payable.

If an Event of Default specified in clause (6) above with respect to the Company occurs and is continuing, then all unpaid principal of, and premium, if any, and accrued and unpaid interest, if any, on all of the outstanding Notes shall ipso facto become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder.

The Indenture provides that, at any time after a declaration of acceleration with respect to the Notes as described in the preceding paragraphs, the Holders of a majority in principal amount of the Notes may rescind and cancel such declaration and its consequences:

(1) if the rescission would not conflict with any judgment or decree;

(2) if all existing Events of Default have been cured or waived except nonpayment of principal, premium, if any, or interest, if any, that has become due solely because of the acceleration;

(3) to the extent the payment of such interest is lawful, interest on overdue installments of interest and overdue principal and premium, if any, which has become due otherwise than by such declaration of acceleration, has been paid or deposited with the Trustee for payment therefor without any restriction on or condition to the application by the Trustee towards such payment;

(4) if the Company has paid the Trustee its reasonable compensation and reimbursed the Trustee for its reasonable expenses, disbursements and its advances; and

(5) in the event of the cure or waiver of an Event of Default described in clause (6) of the description above of Events of Default, the Trustee shall have received an Officers' Certificate and an Opinion of Counsel that such Event of Default has been cured or waived.

No such rescission shall affect any subsequent Default or impair any right consequent thereto.

The Holders of a majority in principal amount of the Notes may waive any existing Default or Event of Default under the Indenture, and its consequences, except a default in the payment of the principal of or premium, if any, or interest, if any, on any Notes.

Holders may not enforce the Indenture or the Notes except as provided in the Indenture and under the Trust Indenture Act. The Trustee is under no obligation to exercise any of its rights or powers under the Indenture at the request, order or direction of any of the Holders, unless such Holders have offered to the Trustee an indemnity or security satisfactory to the Trustee. Subject to the provisions of the Indenture and applicable law, the Holders of a majority in aggregate principal amount of the then outstanding Notes have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee.

No past, present or future director, officer, employee, incorporator, or stockholder of the Company or a Guarantor, as such, shall have any liability for any obligations of the Company or the Guarantors under the Notes, the Guarantees or the Indenture or for any claim based on, in respect of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

Under the Indenture, the Company is required to provide an Officers' Certificate to the Trustee promptly upon any Officer obtaining knowledge of any Default or Event of Default (*provided* that such Officers' Certificate shall be provided at least annually whether or not such Officers know of any Default or Event of Default) that has occurred and, if applicable, describe such Default or Event of Default and the status thereof.

Legal Defeasance and Covenant Defeasance

The Company may, at its option and at any time, elect to have its obligations and the obligations of the Guarantors discharged with respect to the outstanding Notes ("Legal Defeasance"). Such Legal Defeasance means that the Company shall be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes, except for:

(1) the rights of Holders to receive payments in respect of the principal of, premium, if any, and interest, if any, on the Notes when such payments are due;

(2) the Company's obligations with respect to the Notes concerning issuing temporary Notes, registration of Notes, mutilated, destroyed, lost or stolen Notes and the maintenance of an office or agency for payments;

(3) the rights, powers, trust, duties and immunities of the Trustee and the Company's obligations in connection therewith; and

(4) the Legal Defeasance provisions of the Indenture.

In addition, the Company may, at its option and at any time, elect to have the obligations of the Company released with respect to certain covenants that are described in the Indenture ("Covenant Defeasance") and thereafter any omission to comply with such obligations shall not constitute a Default or Event of Default with respect to the Notes. In the event Covenant Defeasance occurs, certain events (not including non-payment, bankruptcy, receivership, reorganization and insolvency events) described under "Events of Default" will no longer constitute an Event of Default with respect to the Notes.

In order to exercise either Legal Defeasance or Covenant Defeasance:

(1) the Company must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders cash in U.S. dollars, non-callable U.S. government obligations, or a combination thereof, in such amounts and at such times as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, premium, if any, and interest, if any, on the Notes on the stated date for payment thereof or on the applicable redemption date, as the case may be;

(2) in the case of Legal Defeasance, the Company shall have delivered to the Trustee an Opinion of Counsel in the United States confirming that:

(a) the Company has received from, or there has been published by, the Internal Revenue Service a ruling; or

(b) since the Issue Date, there has been a change in the applicable federal income tax law,

in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, the Holders will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;

(3) in the case of Covenant Defeasance, the Company shall have delivered to the Trustee an Opinion of Counsel in the United States confirming that the Holders will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(4) no Default or Event of Default shall have occurred and be continuing on the date of such deposit pursuant to clause (1) of this paragraph (except such Default or Event of Default resulting from the failure to comply with "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" as a result of the borrowing of funds required to effect such deposit) or insofar as Defaults or Events of Default from bankruptcy or insolvency events are concerned, at any time in the period ending on the 91st day after the date of such deposit;

(5) such Legal Defeasance or Covenant Defeasance shall not result in a breach of, or constitute a default under the Indenture or any other material agreement or instrument to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound;

(6) the Company shall have delivered to the Trustee an Officers' Certificate stating that the deposit was not made by the Company with the intent of preferring the Holders over any other creditors of the Company or with the intent of defeating, hindering, delaying or defrauding any other creditors of the Company or others;

(7) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance have been complied with; and

(8) the Company shall have delivered to the Trustee an Opinion of Counsel (subject to customary qualifications and exclusions) to the effect that the trust resulting from the deposit does not constitute, or is qualified as, a regulated investment company under the Investment Company Act of 1940.

Satisfaction and Discharge

The Indenture (and all Liens on Collateral in connection with the issuance of the Notes) will be discharged and will cease to be of further effect (except as to surviving rights or registration of transfer or exchange of the Notes, as expressly provided for in the Indenture) as to all outstanding Notes when:

(1) either:

(a) all the Notes theretofore authenticated and delivered (except lost, stolen or destroyed Notes which have been replaced or paid and Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust) have been delivered to the Trustee for cancellation; or

(b) all Notes not theretofore delivered to the Trustee for cancellation (i) have become due and payable, (ii) will become due and payable at their stated maturity within one year or (iii) are to be called for redemption within one year and the Company has irrevocably deposited or caused to be deposited with the Trustee funds in an amount sufficient to pay and discharge the entire Indebtedness on the Notes not theretofore delivered to the Trustee for cancellation, for principal of, premium, if any, and interest, if any, on the Notes to the date of such stated maturity or redemption, as the case may be, together with irrevocable instructions from the Company directing the Trustee to apply such funds to the payment thereof at maturity or redemption, as the case may be;

(2) the Company has paid all other sums payable under the Indenture and the Collateral Agreements by the Company; and

(3) the Company has delivered to the Trustee an Officers' Certificate and an Opinion of Counsel stating that all conditions precedent under the Indenture relating to the satisfaction and discharge of the Indenture have been complied with.

Modification of the Indenture

From time to time, the Company, the Guarantors, the Trustee and, if such amendment, modification or supplement relates to any Collateral Agreement, the Collateral Agent, without the consent of the Holders, may amend, modify or supplement the Indenture, the Notes, the Guarantees and the Collateral Agreements:

(1) to cure any ambiguity, defect or inconsistency contained therein;

(2) to provide for uncertificated Notes in addition to or in place of certificated Notes;

(3) to provide for the assumption of the Company's or a Guarantor's obligations to Holders in accordance with the covenant described under "—Certain Covenants—Merger, Consolidation and Sale of Assets;"

(4) to make any change that would provide any additional rights or benefits to the Holders or that does not adversely affect the legal rights of any such Holder under the Indenture, the Notes, the Guarantees or the Collateral Agreements;

(5) to comply with requirements of the SEC in order to effect or maintain the qualification of the Indenture under the Trust Indenture Act;

(6) to allow any Subsidiary or any other Person to guarantee the Notes;

(7) to release a Guarantor as permitted by the Indenture and the relevant Guarantee; or

(8) if necessary, in connection with any addition or release of Collateral permitted under the terms of the Indenture or Collateral Agreements,

so long as such amendment, modification or supplement does not, adversely affect the rights of any of the Holders in any material respect. Other amendments of, modifications to and supplements to the Indenture, the Notes, the Guarantees, the Registration Rights Agreement and the Collateral Agreements may be made with the consent of the Holders of a majority in principal amount of the then outstanding Notes issued under the Indenture, except that,

(a) without the consent of each Holder affected thereby, no amendment may:

(1) reduce the amount of Notes whose Holders must consent to an amendment, supplement or waiver of any provision of the Indenture or the Notes;

(2) reduce the rate of or change or have the effect of changing the time for payment of interest (including defaulted interest) on any Notes;

(3) reduce the principal of or change or have the effect of changing the fixed maturity of any Notes, or change the date on which any Notes may be subject to redemption or reduce the redemption price therefor;

(4) make any Notes payable in money other than that stated in the Notes;

(5) make any change in provisions of the Indenture protecting the right of each Holder to receive payment of principal of, premium, if any, and interest, if any, on such Note on or after the due date thereof or to bring suit to enforce such payment, or permitting Holders of a majority in principal amount of Notes to waive Defaults or Events of Default;

(6) amend, change or modify in any material respect the obligation of the Company to make and consummate a Change of Control Offer after the occurrence of a Change of Control or make and consummate a Net Proceeds Offer with respect to any Asset Sale that has been consummated or, modify any of the provisions or definitions with respect thereto;

(7) subordinate the Notes in right of payment to any other Indebtedness of the Company or any Guarantor; or

(8) release any Guarantor from any of its obligations under its Guarantee or the Indenture otherwise than in accordance with the terms of the Indenture; or

(b) without the consent of the Holders of at least 66-$^{2}/_{3}$% in principal amount of the then outstanding Notes issued under the Indenture, release all or substantially all of the Collateral otherwise than in accordance with the terms of the Indenture and the Collateral Agreements.

Notwithstanding the foregoing, the Trustee and the Collateral Agent will not be required to enter into any amendment that affects the Trustee's or Collateral Agent's rights and obligations under the Indenture and Collateral Agreements.

Governing Law

The Indenture provides that it, the Notes and the Guarantees are governed by, and construed in accordance with, the laws of the State of New York but without giving effect to applicable principles of conflicts of law to the extent that the application of the law, of another jurisdiction would be required thereby.

The Trustee

The Indenture provides that, except during the continuance of an Event of Default, the Trustee will perform only such duties as are specifically set forth in the Indenture. During the existence of an

Event of Default, the Trustee will exercise such rights and powers vested in it by the Indenture, and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

The Indenture and the provisions of the Trust Indenture Act contain certain limitations on the rights of the Trustee, should it become a creditor of the Company, to obtain payments of claims in certain cases or to realize on certain property received in respect of any such claim as security or otherwise. Subject to the Trust Indenture Act, the Trustee will be permitted to engage in other transactions; *provided* that if the Trustee acquires any conflicting interest as described in the Trust Indenture Act, it must eliminate such conflict or resign.

Certain Definitions

Set forth below is a summary of certain of the defined terms used in the Indenture. Reference is made to the Indenture for the full definition of all such terms, as well as any other terms used herein for which no definition is provided.

"Acquired Indebtedness" means Indebtedness of a Person or any of its Subsidiaries existing at the time such Person becomes a Restricted Subsidiary of the Company or at the time it merges or consolidates with or into the Company or any of its Restricted Subsidiaries or in the case of any Indebtedness assumed in connection with the acquisition of assets from such Person and in each case not incurred by such Person in connection with, or in anticipation or contemplation of, such Person becoming a Restricted Subsidiary of the Company or such acquisition, merger or consolidation and which Indebtedness is without recourse to the Company or any of its Subsidiaries or to any of their respective properties or assets other than the Person or the assets to which such Indebtedness related prior to the time such Person became a Restricted Subsidiary of the Company or the time of such acquisition, merger or consolidation.

"Administrative Agent" has the meaning set forth in the definition of the term "Credit Agreement."

"Affiliate" means, with respect to any specified Person, any other Person who directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. The terms "controlling" and "controlled" have meanings correlative of the foregoing.

"Applicable Premium" means, with respect to a Note at any Redemption Date, the greater of (i) 1.00% of the principal amount of such Note and (ii) the excess of (A) the present value at such Redemption Date of (1) the redemption price of such Note on June 1, 2014 (such redemption price being that described in the first paragraph of "—Redemption—Optional Redemption on or after June 1, 2014") *plus* (2) all required remaining scheduled interest payments due on such Notes through June 1, 2014, computed using a discount rate equal to the Treasury Rate *plus* 50 basis points over (B) the principal amount of such Note on such Redemption Date. Calculation of the Applicable Premium will be made by the Company or on behalf of the Company by such Person as the Company shall designate.

"Asset Acquisition" means:

(1) an Investment by the Company or any Restricted Subsidiary of the Company in any other Person pursuant to which such Person shall become a Restricted Subsidiary of the Company or any Restricted Subsidiary of the Company, or shall be merged with or into the Company or any Restricted Subsidiary of the Company, or

(2) the acquisition by the Company or any Restricted Subsidiary of the Company of the assets of any Person (other than a Restricted Subsidiary of the Company) which constitute all or substantially all of the assets of such Person or comprise any division or line of business of such Person or any other properties or assets of such Person other than in the ordinary course of business.

"Asset Sale" means any direct or indirect sale, issuance, conveyance, transfer, lease (other than operating leases entered into in the ordinary course of business), assignment or other transfer (other than a Lien in accordance with the Indenture) for value by (x) the Company or any of its Restricted Subsidiaries to any Person other than the Company or a Guarantor or (y) a Foreign Restricted Subsidiary to any Person other than the Company or a Wholly Owned Subsidiary of the Company of:

(1) any Capital Stock of any Restricted Subsidiary of the Company; or

(2) any other property or assets of the Company or any Restricted Subsidiary of the Company other than in the ordinary course of business;

provided, *however*, that Asset Sales shall not include:

(a) a transaction or series of related transactions for which the Company or its Restricted Subsidiaries receive aggregate consideration of less than $1.0 million;

(b) the sale, lease, conveyance, disposition or other transfer of all or substantially all of the assets of the Company as permitted under "—Certain Covenants—Merger, Consolidation and Sale of Assets;"

(c) any Restricted Payment permitted under "—Certain Covenants—Limitation on Restricted Payments" or a Permitted Investment;

(d) the sale of Cash Equivalents;

(e) the sale or other disposition of used, worn out, obsolete or surplus equipment or damaged equipment the repair of which in the good faith determination of the Company is non-economical; and

(f) to the extent allowable under Section 1031 of the Internal Revenue Code of 1986, as amended (or comparable or successor provision), any exchange of like property for use in any Permitted Business.

"Attributable Debt" in respect of a sale and leaseback transaction occurring on or after the date of the Indenture means, at the time of determination, the present value (discounted at the rate of interest implicit in such transaction, determined in accordance with GAAP) of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale and leaseback transaction (including any period for which such lease has been extended); *provided*, *however*, if such sale and leaseback transaction results in a Capitalized Lease Obligation, the amount of Indebtedness represented thereby will be determined in accordance with the definition of Capitalized Lease Obligation.

"Bankruptcy Code" means the Bankruptcy Reform Act of 1978, as amended, and codified as 11 U.S.C. §§101 *et seq*.

"Beneficial Owner" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only upon the

occurrence of a subsequent condition. The terms "Beneficially Owns" and "Beneficially Owned" have meanings correlative to the foregoing.

"Board of Directors" means, as to any Person, the board of directors or similar governing body of such Person or any duly authorized committee thereof.

"Board Resolution" means, with respect to any Person, a copy of a resolution certified by the Secretary or an Assistant Secretary of such Person to have been duly adopted by the Board of Directors of such Person and to be in full force and effect on the date of such certification, and delivered to the Trustee.

"Capital Stock" means:

(1) with respect to any Person that is a corporation, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, including each class of Common Stock and Preferred Stock of such Person;

(2) with respect to any Person that is not a corporation, any and all partnership, membership or other equity interests of such Person; and

(3) any warrants, rights or options to purchase any of the instruments or interests referred to in clause (1) or (2) above.

"Capitalized Lease Obligation" means, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet prepared in accordance with GAAP, and the stated maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be prepaid by the lessee without payment of a penalty

"Cash Equivalents" means:

(1) marketable direct obligations issued by, or unconditionally guaranteed by, the United States Government or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one year from the date of acquisition thereof;

(2) marketable direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof maturing within one year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either Standard & Poor's Ratings Group ("S&P") or Moody's Investors Service, Inc. ("Moody's");

(3) commercial paper maturing no more than one year from the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 from S&P or at least P-1 from Moody's;

(4) certificates of deposit or bankers' acceptances maturing within one year from the date of acquisition thereof issued by any bank organized under the laws of the United States of America or any state thereof or the District of Columbia or any U.S. branch of a foreign bank having at the date of acquisition thereof combined net capital and surplus of not less than $250.0 million;

(5) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clause (1) above entered into with any bank meeting the qualifications specified in clause (4) above; and

(6) investments in money market funds which invest exclusively in assets satisfying the requirements of clauses (1) through (5) above.

"Cash Management Obligations" means, with respect to any Person, all obligations (including fees, expenses and overdrafts and related liabilities) of such Person to any other Person that arise from credit cards, stored value cards, credit card processing services, debit cards, purchase cards (including so called "procurement cards" or "P-cards"), treasury, depositary or cash management services, including in connection with any automated clearing house transfers of funds, or any similar transactions.

"Change of Control" means the occurrence of one or more of the following events:

(1) any direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one transaction or a series of related transactions, of all or substantially all of the assets of the Company to any Person or group of related Persons for purposes of Section 13(d) of the Exchange Act (a "Group");

(2) the approval by the holders of Capital Stock of the Company of any plan or proposal for the liquidation, winding up or dissolution of the Company;

(3) any Person or Group is or becomes the Beneficial Owner, directly or indirectly, in the aggregate of more than 35% of the total voting power of the Voting Stock of the Company; or

(4) individuals who on the Issue Date constituted the Board of Directors (together with any new directors whose election by such Board of Directors or whose nomination for election by the stockholders of the Company was approved pursuant to a vote of a majority of the directors then still in office who were either directors on the Issue Date or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the Board of Directors then in office.

"Collateral" means all of the assets of the Company or any Guarantor, whether now owned or hereafter existing and whether real, personal or mixed, which secures the Indenture Obligations.

"Collateral Agent" means the collateral agent and any successor under the Indenture.

"Collateral Agreements" means, collectively, the Intercreditor Agreement, the Security Agreement and each Mortgage, in each case, as the same may be in force from time to time.

"Commodity Agreement" means any hedging agreement or other similar agreement or arrangement designed to protect the Company or any Restricted Subsidiary of the Company against fluctuations in commodity prices.

"Common Collateral" means all of the assets of the Company or any Guarantor, whether now owned or hereafter existing and whether real, personal or mixed, with respect to which a Lien is granted or held as security for both the Credit Facility Claims and the Indenture Obligations.

"Common Stock" of any Person means any and all shares, interests or other participations in, and other equivalents (however designated and whether voting or non-voting) of such Person's common stock, whether outstanding on the Issue Date or issued after the Issue Date, and includes, without limitation, all series and classes of such common stock.

"Consolidated EBITDA" means, with respect to any Person, for any period, the excess of:

(x) the sum (without duplication) of:

(1) Consolidated Net Income; and

(2) to the extent Consolidated Net Income has been reduced thereby:

(a) all income taxes of such Person and its Restricted Subsidiaries paid or accrued in accordance with GAAP for such period;

(b) Consolidated Interest Expense, and interest attributable to write-offs of deferred financing costs;

(c) Consolidated Non-cash Charges less any non-cash items increasing Consolidated Net Income for such period; and

(d) all consolidated non-recurring losses for such period; over

(y) to the extent Consolidated Net Income has been increased thereby, all consolidated non-recurring gains for such period,

all as determined on a consolidated basis for such Person and its Restricted Subsidiaries in accordance with GAAP.

"Consolidated Fixed Charge Coverage Ratio" means, with respect to any Person, the ratio of Consolidated EBITDA of such Person during the four consecutive full fiscal quarters (the "Four Quarter Period") most recently ending on or prior to the date of the transaction or event giving rise to the need to calculate the Consolidated Fixed Charge Coverage Ratio for which financial statements are available (the "Transaction Date") to Consolidated Fixed Charges of such Person for the Four Quarter Period.

In addition to and without limitation of the foregoing, for purposes of this definition, "Consolidated EBITDA" and "Consolidated Fixed Charges" shall be calculated after giving effect on a pro forma basis for the period of such calculation to:

(1) the incurrence or repayment of any Indebtedness of such Person or any of its Restricted Subsidiaries (and the application of the proceeds thereof) giving rise to the need to make such calculation and any incurrence or repayment of other Indebtedness (and the application of the proceeds thereof) occurring during the Four Quarter Period or at any time subsequent to the last day of the Four Quarter Period and on or prior to the Transaction Date, as if such incurrence or repayment, as the case may be (and the application of the proceeds thereof), occurred on the first day of the Four Quarter Period;

(2) regardless of whether any revolving credit facility was actually fully drawn during such period, the Consolidated Fixed Charges relating to such revolving credit facility shall be calculated as if loans had been outstanding thereunder in an aggregate principal amount equal to the revolving commitments thereunder, as increased (if applicable), for such entire period (regardless of any limitation imposed thereunder in the making of any such loans, including as a result of any "borrowing base" limitation); and

(3) any Asset Sale or other disposition or Asset Acquisition (including, without limitation, any Asset Acquisition giving rise to the need to make such calculation as a result of such Person or one of its Restricted Subsidiaries (including any Person who becomes a Restricted Subsidiary as a result of any such Asset Acquisition) incurring, assuming or otherwise being liable for Acquired Indebtedness during the Four Quarter Period or at any time subsequent to the last day of the Four Quarter Period and on or prior to the Transaction Date), as if such Asset Sale or other disposition or Asset Acquisition (including the incurrence, assumption or liability for any such Indebtedness or Acquired Indebtedness and also including any Consolidated EBITDA associated with such Asset Acquisition) occurred on the first day of the Four Quarter Period; *provided* that the Consolidated EBITDA of any Person acquired shall be included only to the extent includible pursuant to the definition of "Consolidated Net Income." If such Person or any of its Restricted Subsidiaries directly or indirectly guarantees Indebtedness of a third Person, the preceding sentence shall give effect to the incurrence of such guaranteed Indebtedness as if such Person or any Restricted Subsidiary of such Person had directly incurred or otherwise assumed such guaranteed Indebtedness.

Furthermore, in calculating "Consolidated Fixed Charges" for purposes of determining the denominator (but not the numerator) of this "Consolidated Fixed Charge Coverage Ratio":

(1) interest on outstanding Indebtedness determined on a fluctuating basis as of the Transaction Date (including Indebtedness actually incurred on the Transaction Date) and which will continue to be so determined thereafter shall be deemed to have accrued at the average rate per annum on such Indebtedness during the period of four fiscal quarters (or if less, such period of time that it was outstanding and) ending on or most recently ended prior to the Transaction Date; *provided* that interest on any Indebtedness actually incurred on the Transaction Date or not outstanding on the last date of such four fiscal quarter period, shall be deemed to have accrued at a fixed rate per annum equal to the rate of interest on such Indebtedness in effect on the Transaction Date; and

(2) notwithstanding clause (1) above, interest on Indebtedness determined on a fluctuating basis, to the extent such interest is covered by agreements relating to Interest Swap Obligations, shall be deemed to accrue at the rate per annum resulting after giving effect to the operation of such agreements.

"Consolidated Fixed Charges" means, with respect to any Person for any period, the sum, without duplication, of:

(1) Consolidated Interest Expense (excluding amortization or write-off of deferred financing costs); *plus*

(2) the product of (x) the amount of all dividend payments on any Disqualified Capital Stock of such Person and any series of Preferred Stock of such Person (other than dividends paid in Qualified Capital Stock) paid, accrued or scheduled to be paid or accrued during such period times (y) a fraction, the numerator of which is one and the denominator of which is one minus the then current effective consolidated federal, state and local tax rate of such Person, expressed as a decimal.

"Consolidated Interest Expense" means, with respect to any Person for any period, the aggregate of the interest expense of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, as determined in accordance with GAAP, and including, without duplication, (a) all amortization or accretion of original issue discount; (b) the interest component of Capitalized Lease Obligations paid, accrued and/or scheduled to be paid or accrued by such Person and its Restricted Subsidiaries during such period; and (c) net cash costs under all Interest Swap Obligations (including amortization of fees).

"Consolidated Net Income" means, with respect to any Person, for any period, the aggregate net income (or loss) of such Person and its Restricted Subsidiaries for such period on a consolidated basis, determined in accordance with GAAP; *provided*, *however*, that there shall be excluded therefrom:

(1) after-tax gains and losses from Asset Sales or abandonments or reserves relating thereto;

(2) after-tax items classified as extraordinary gains or losses;

(3) the net income (but not loss) of any Restricted Subsidiary of the referent Person to the extent that the declaration of dividends or similar distributions by that Restricted Subsidiary of that income is restricted by a contract, operation of law or otherwise;

(4) the net income of any Person, other than the referent Person or a Restricted Subsidiary of the referent Person, except to the extent of cash dividends or distributions paid to the referent Person or to a Wholly Owned Subsidiary of the referent Person by such Person;

(5) any restoration to income of any material contingency reserve, except to the extent that provision for such reserve was made out of Consolidated Net Income accrued at any time following the Issue Date;

(6) income or loss attributable to discontinued operations (including, without limitation, operations disposed of during such period whether or not such operations were classified as discontinued);

(7) all gains and losses realized on or because of the purchase or other acquisition by such Person or any of its Restricted Subsidiaries of any securities of such Person or any of its Restricted Subsidiaries;

(8) the cumulative effect of a change in accounting principles;

(9) interest expense attributable to dividends on Qualified Capital Stock pursuant to Statement of Financial Accounting Standards No. 150, "Accounting for Certain Financial Instruments with Characteristics of both Liabilities and Equity;"

(10) non-cash charges resulting from the impairment of intangible assets; and

(11) in the case of a successor to the referent Person by consolidation or merger or as a transferee of the referent Person's assets, any earnings of the successor corporation prior to such consolidation, merger or transfer of assets.

"Consolidated Net Worth" of any Person means the consolidated stockholders' equity of the Person, determined on a consolidated basis in accordance with GAAP, less (without duplication) amounts attributable to Disqualified Capital Stock of such Person.

"Consolidated Non-cash Charges" means, with respect to any Person, for any period, the aggregate depreciation, amortization and other non-cash items and expenses of such Person and its Restricted Subsidiaries to the extent they reduce Consolidated Net Income of such Person and its Restricted Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP (excluding any such charges constituting an extraordinary item or loss or any such charge which requires an accrual of or a reserve for cash charges for any future period).

"Credit Agreement" means the Credit and Security Agreement dated as of the Issue Date, by and among the Company, the lenders party thereto (together with their successors and assigns, the "Lenders") and KeyBank National Association, as administrative agent (in such capacity, together with its successors and assigns, the "Administrative Agent"), setting forth the terms and conditions of the senior credit facility, together with the related documents thereto (including, without limitation, any guarantee agreements and security documents), in each case as such agreements may be amended, restated, supplemented or otherwise modified from time to time, including pursuant to one or more agreements evidencing revolving credit facilities, commercial paper facilities, term loan facilities, receivables financings and/or notes or bond financings, in each case, as amended, restated, modified, renewed, refunded, replaced (whether upon or after termination or otherwise) or refinanced in whole or in part from time to time that extend the maturity of, refinance, replace or otherwise restructure (including increasing the amount of available borrowings thereunder (*provided* that such increase in borrowings is permitted to be incurred pursuant to (a) clause (2) of the definition of the term "Permitted Indebtedness" and/or (b) (i) the Consolidated Fixed Charge Coverage Ratio test under "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" and/or (ii) clause (15) of the definition of the term "Permitted Indebtedness" that, in the case of each of such clauses (i) and (ii), is secured by a Permitted Lien described in clause (22) of the definition thereof that is subject to the Intercreditor Agreement) or adding Subsidiaries of the Company as additional borrowers or guarantors thereunder) all or any portion of the Indebtedness

under such agreement or any successor or replacement agreement and whether by the same or any other agent, lender or group of lenders.

"Credit Facility Cash Management Obligations" means any Cash Management Obligations secured by any collateral under the Credit Facility Collateral Documents pursuant to a Permitted Lien described in clause (23) of the definition thereof.

"Credit Facility Claims" means (a) Indebtedness under the Credit Agreement (including Protective Advance Obligations); (b) the Credit Facility Cash Management Obligations and the Credit Facility Hedging Obligations, and (c) all other Obligations of the Company and the Guarantors under the documents relating to Indebtedness described in clauses (a) and (b) above; *provided*, that notwithstanding the foregoing, the aggregate principal amount of all such Indebtedness (excluding Credit Facility Hedging Obligations and Credit Facility Cash Management Obligations but including the principal amount of all Protective Advance Obligations) that exceeds the Maximum Credit Facility Principal Amount (and any interest thereon) shall not constitute Credit Facility Claims (all such excess principal and interest thereon are referred to herein as "Excess Credit Facility Claims").

"Credit Facility Claim Holder" means each holder of a Credit Facility Claim under the Credit Facility Documents.

"Credit Facility Collateral Documents" has the meaning ascribed thereto in the Intercreditor Agreement.

"Credit Facility Documents" means the Credit Agreement, any other agreement, document or instrument pursuant to which a Lien is granted securing any Credit Facility Claims or under which rights or remedies with respect to such Liens are governed, and each of the other agreements, documents and instruments (including each agreement, document or instrument providing for or evidencing a Credit Facility Hedging Obligation or Credit Facility Cash Management Obligation) providing for or evidencing any Obligation under the Credit Agreement or any other Credit Facility Claim, and any other related document or instrument executed or delivered pursuant to any Credit Facility Document at any time or otherwise evidencing any Credit Facility Claims.

"Credit Facility Hedging Obligations" means, collectively, any Interest Swap Obligations that are permitted to be incurred under clause (4) of the definition of the term "Permitted Indebtedness," Indebtedness under Currency Agreements that are permitted to be incurred under clause (5) of the definition of the term "Permitted Indebtedness" and Indebtedness under Commodity Agreements that are permitted to be incurred under clause (14) of the definition of the term "Permitted Indebtedness," in each case, that are secured by any Credit Facility Priority Collateral under the Credit Facility Collateral Documents pursuant to Liens subject to the Intercreditor Agreement.

"Currency Agreement" means any foreign exchange contract, currency swap agreement or other similar agreement or arrangement designed to protect the Company or any Restricted Subsidiary of the Company against fluctuations in currency values.

"Default" means an event or condition the occurrence of which is, or with the lapse of time or the giving of notice or both would be, an Event of Default.

"Discharge of Credit Facility Claims" means the payment in full in cash of (a) the principal of and interest (including interest accruing on or after the commencement of an insolvency or liquidation proceeding, whether or not such interest would be allowed in such proceeding) and premium, if any, on all Indebtedness (including, without limitation, Credit Facility Hedging Obligations and Credit Facility Cash Management Obligations) outstanding under the Credit Agreement and related documents or, with respect to letters of credit outstanding thereunder, delivery of cash collateral (in an amount of no less than 105% of the undrawn, or drawn and unreimbursed, amount thereof) or backstop letters of credit in respect thereof in compliance with the Credit Facility and related documents, in each case

after or concurrently with termination of all commitments to extend credit thereunder, and (b) any other Credit Facility Claims that are due and payable or otherwise accrued and owing at or prior to the time such principal and interest are paid.

"Discharge of Indenture Obligations" means the earliest to occur of: (A) the payment in full in cash of (a) the principal of and interest (including interest accruing on or after the commencement of an insolvency or liquidation proceeding, whether or not such interest would be allowed in such proceeding) and premium, if any, on all Indebtedness outstanding under the Indenture Documents, and (b) any other Indenture Obligations that are due and payable or otherwise accrued and owing at or prior to the time such principal and interest are paid; (B) the Company's exercise of its legal defeasance option or covenant defeasance option as described in and in accordance with "—Legal Defeasance and Covenant Defeasance"; and (C) the satisfaction and discharge of the Indenture in accordance "—Satisfaction and Discharge.

"Discontinued Subsidiaries" means Restricted Subsidiaries of the Company that have been classified as "discontinued operations" in Note 6 to the Company's unaudited condensed consolidated statements of cash flows for the quarter ended March 28, 2010.

"Disqualified Capital Stock" means that portion of any Capital Stock which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder thereof), or upon the happening of any event (other than an event that would constitute a Change of Control), matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the sole option of the holder thereof (except in each case, upon the occurrence of a Change of Control) on or prior to the first anniversary of the final maturity date of the Notes for cash or is convertible into or exchangeable for debt securities of the Company or its Subsidiaries at any time prior to such anniversary.

"Domestic Restricted Subsidiary" means, with respect to any Person, a Domestic Subsidiary of such Person that is a Restricted Subsidiary of such Person.

"Domestic Subsidiary" means, with respect to any Person, a Subsidiary of such Person that is not a Foreign Subsidiary of such Person.

"Equity Offering" means an underwritten public offering of Common Stock of the Company or any holding company of the Company pursuant to a registration statement filed with the SEC (other than on Form S-8) or any private placement of Common Stock of the Company or any holding company of the Company to any Person other than issuances upon exercise of options by employees of any holding company, the Company or any of the Restricted Subsidiaries.

"Excess Indenture Obligations" means any principal amounts outstanding on the Notes in excess of $225 million and interest thereon.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any successor statute or statutes thereto.

"Exchange Offer" means an exchange offer that may be made by the Company, pursuant to the Registration Rights Agreement, to exchange for any and all the Notes a like aggregate principal amount of Notes having substantially identical terms to the Notes registered under the Securities Act.

"Fair Market Value" means, with respect to any asset or property, the price which could be negotiated in an arm's length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction. Fair Market Value shall be determined by the Board of Directors of the Company acting in good faith and shall be evidenced by a Board Resolution of the Board of Directors of the Company delivered to the Trustee; *provided*, that with respect to any price less than $5.0 million only the good faith determination by the Company's senior management shall be required.

"Foreign Restricted Subsidiary" means any Restricted Subsidiary that is organized under the laws of any jurisdiction other than the United States of America, any state thereof or the District of Columbia.

"Foreign Subsidiary" means, with respect to any Person, any Subsidiary of such Person that is organized under the laws of any jurisdiction other than the United States of America, any state thereof or the District of Columbia.

"GAAP" means accounting principles generally accepted in the United States set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be approved by a significant segment of the accounting profession of the United States, which are in effect as of the Issue Date.

"Global Note" means the initial notes and the Additional Notes.

"Guarantor" means (1) each of the Company's Domestic Restricted Subsidiaries existing on the Issue Date and (2) each of the Company's Domestic Restricted Subsidiaries that in the future executes a supplemental indenture in which such Domestic Restricted Subsidiary agrees to be bound by the terms of the Indenture as a Guarantor; *provided* that any Person constituting a Guarantor as described above shall cease to constitute a Guarantor when its respective Guarantee is released in accordance with the terms of the Indenture.

"Holder" means the Person in whose name a Note is registered on the registrar's books.

"Indebtedness" means with respect to any Person, without duplication:

(1) all Obligations of such Person for borrowed money;

(2) all Obligations of such Person evidenced by bonds, debentures, notes or other similar instruments;

(3) all Capitalized Lease Obligations of such Person;

(4) all Obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations and all Obligations under any title retention agreement (but excluding trade accounts payable and other accrued liabilities arising in the ordinary course of business that are not overdue by 90 days or more or are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted and any deferred purchase price represented by earn outs consistent with the Company's past practice);

(5) all Obligations for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction, whether or not then due;

(6) guarantees and other contingent obligations in respect of Indebtedness referred to in clauses (1) through (5) above and clause (8) below;

(7) all Obligations of any other Person of the type referred to in clauses (1) through (6) which are secured by any Lien on any property or asset of such Person, the amount of any such Obligation being deemed to be the lesser of the Fair Market Value of the property or asset securing such Obligation or the amount of such Obligation;

(8) all Interest Swap Obligations and all Obligations under Currency Agreements of such Person; and

(9) all Disqualified Capital Stock issued by such Person with the amount of Indebtedness represented by such Disqualified Capital Stock being equal to the greater of its voluntary or involuntary liquidation preference and its maximum fixed repurchase price, but excluding accrued dividends, if any.

For purposes hereof, the "maximum fixed repurchase price" of any Disqualified Capital Stock which does not have a fixed repurchase price shall be calculated in accordance with the terms of such Disqualified Capital Stock as if such Disqualified Capital Stock were purchased on any date on which Indebtedness shall be required to be determined pursuant to the Indenture, and if such price is based upon, or measured by, the Fair Market Value of such Disqualified Capital Stock, such Fair Market Value shall be determined reasonably and in good faith by the Board of Directors of the issuer of such Disqualified Capital Stock.

"Indenture Documents" means the Notes, the Indenture, the Guarantees and the Collateral Documents.

"Indenture Obligations" means all Obligations in respect of the Notes or arising under the Indenture Documents. Indenture Obligations shall include all interest accrued (or which would, absent the commencement of an insolvency or liquidation proceeding, accrue) after the commencement of an insolvency or liquidation proceeding in accordance with and at the rate specified in the relevant Indenture Document whether or not the claim for such interest is allowed as a claim in such insolvency or liquidation proceeding.

"Independent Financial Advisor" means a nationally-recognized accounting, appraisal or investment banking firm: (1) that does not, and whose directors, officers and employees or Affiliates do not, have a direct or indirect financial interest in the Company; and (2) that, in the judgment of the Board of Directors of the Company, is otherwise independent and qualified to perform the task for which it is to be engaged.

"Intercreditor Agreement" means the Intercreditor Agreement among the Administrative Agent, the Collateral Agent, the Company and the Guarantors, dated as of the Issue Date, as the same may be amended, supplemented or modified from time to time.

"Interest Swap Obligations" means the obligations of any Person pursuant to any arrangement with any other Person, whereby, directly or indirectly, such Person is entitled to receive from time to time periodic payments calculated by applying either a floating or a fixed rate of interest on a stated notional amount in exchange for periodic payments made by such other Person calculated by applying a fixed or a floating rate of interest on the same notional amount and shall include, without limitation, interest rate swaps, caps, floors, collars and similar agreements.

"Investment" in any Person means any direct or indirect advance, loan (other than advances or extensions of trade credit to customers in the ordinary course of business that are recorded as accounts receivable on the balance sheet of the lender) or other extensions of credit (including by way of guarantee or similar arrangement) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase or acquisition for value of Capital Stock, Indebtedness or other similar instruments issued by such Person. If the Company or any Restricted Subsidiary issues, sells or otherwise disposes of any Capital Stock of a Person that is a Restricted Subsidiary such that, after giving effect thereto, such Person is no longer a Restricted Subsidiary, any Investment by the Company or any Restricted Subsidiary in such Person remaining after giving effect thereto will be deemed to be a new Investment at such time. The acquisition by the Company or any Restricted Subsidiary of a Person that holds an Investment in a third Person will be deemed to be an Investment by the Company or such Restricted Subsidiary in such third Person at such time. Except as otherwise provided for herein, the amount of an Investment shall be its fair market value at the time the Investment is made and without giving effect to subsequent changes in value.

For purposes of the definition of "Unrestricted Subsidiary", the definition of "Restricted Payment" and the covenant described under "—Certain Covenants —Limitation on Restricted Payments:"

(1) "Investment" shall include the portion (proportionate to the Company's equity interest in such Subsidiary) of the fair market value of the net assets of any Subsidiary of the Company at the time that such Subsidiary is designated an Unrestricted Subsidiary; *provided*, *however*, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Company shall be deemed to continue to have a permanent "Investment" in an Unrestricted Subsidiary equal to an amount (if positive) equal to (A) the Company's "Investment" in such Subsidiary at the time of such redesignation less (B) the portion (proportionate to the Company's equity interest in such Subsidiary) of the fair market value of the net assets of such Subsidiary at the time of such redesignation; and

(2) any property transferred to or from an Unrestricted Subsidiary shall be valued at its fair market value at the time of such transfer, in each case as determined in good faith by the Board of Directors of the Company.

"Issue Date" means the date of original issuance of the Notes.

"Lenders" has the meaning set forth in the definition of the term "Credit Agreement."

"Lien" means any lien, mortgage, deed of trust, pledge, security interest, charge or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof and any agreement to give any security interest).

"Maximum Credit Facility Principal Amount" means the sum of (i) the maximum aggregate principal amount of Indebtedness that is permitted to be incurred by the Company and its Subsidiaries pursuant to clause (2) of the definition of the term "Permitted Indebtedness", plus (ii) the maximum aggregate principal amount of Indebtedness that is permitted to be incurred by the Company and its Subsidiaries pursuant the Consolidated Fixed Charge Coverage Ratio test under "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock", plus (iii) the maximum aggregate principal amount of Indebtedness that is permitted to be incurred by the Company and its Subsidiaries pursuant to clause (15) of the definition of the term "Permitted Indebtedness" that, in the case of each of such clauses (ii) and (iii), is permitted to be secured by a Permitted Lien described in clause (22) of the definition thereof that is subject to the Intercreditor Agreement.

"Mortgages" means the mortgages, deeds of trust, deeds to secure Indebtedness or other similar documents securing Liens on the Premises as well as the other Collateral secured by and described in the mortgages, deeds of trust, deeds to secure Indebtedness or other similar documents.

"Net Cash Proceeds" means, with respect to any Asset Sale, the proceeds in the form of cash or Cash Equivalents including payments in respect of deferred payment obligations when received in the form of cash or Cash Equivalents (other than the portion of any such deferred payment constituting interest) received by the Company or any of its Restricted Subsidiaries from such Asset Sale net of:

(1) reasonable out-of-pocket costs, commissions, expenses and fees incurred by the Company or such Restricted Subsidiary, as the case may be, in connection with such Asset Sale (including, without limitation, legal, accounting and investment banking fees and sales commissions);

(2) all taxes and other costs and expenses actually paid or estimated in good faith by the Company or such Restricted Subsidiary, as the case may be, to be payable in cash in connection with such Asset Sale;

(3) repayment of Indebtedness that is secured by the property or assets that are the subject of such Asset Sale and is required to be repaid in connection with such Asset Sale; and

(4) appropriate amounts to be provided by the Company or such Restricted Subsidiary, as the case may be, as a reserve, in accordance with GAAP, against any liabilities associated with such Asset Sale and retained by the Company or any Restricted Subsidiary, as the case may be, after such Asset Sale, including, without limitation, pension and other post-employment benefit liabilities, liabilities related to environmental matters and liabilities under any indemnification obligations associated with such Asset Sale.

provided , however, that if, after the payment of all taxes with respect to such Asset Sale, the amount of estimated taxes, if any, pursuant to clause (2) above exceeded the tax amount actually paid in cash in respect of such Asset Sale, the aggregate amount of such excess shall, at such time, constitute Net Cash Proceeds.

"Obligations" means all obligations for principal, premium, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"Offering" means the offering of the Notes hereunder.

"Officer" means the Chief Executive Officer, the President, the Chief Financial Officer or any Vice President of the Company.

"Officers' Certificate" means a certificate signed by two Officers of the Company, at least one of whom shall be the principal financial officer of the Company, and delivered to the Trustee.

"Opinion of Counsel" means a written opinion of counsel who shall be reasonably acceptable to the Trustee.

"Permitted Business" means any business that is the same as or similar, reasonably related, complementary or incidental to the business in which the Company and its Restricted Subsidiaries are engaged on the Issue Date.

"Permitted Indebtedness" means, without duplication, each of the following:

(1) Indebtedness under the Notes issued in the Offering or in the Exchange Offer in an aggregate outstanding principal amount not to exceed $225.0 million and the related Guarantees;

(2) Indebtedness incurred pursuant to the Credit Agreement in an aggregate principal amount at any time outstanding not to exceed the excess of (a) $25.0 million over (b) the aggregate amount of all Net Cash Proceeds of Asset Sales applied to permanently repay the principal amount of any such Indebtedness pursuant to clause (3)(a) of "—Certain Covenants—Limitation on Asset Sales;"

(3) other Indebtedness of the Company and its Restricted Subsidiaries outstanding on the Issue Date;

(4) Interest Swap Obligations of the Company or any Restricted Subsidiary of the Company covering Indebtedness of the Company or such Restricted Subsidiary; *provided*, *however*, that such Interest Swap Obligations are entered into for the purpose of fixing or hedging interest rates with respect to any fixed or variable rate Indebtedness that is permitted by the Indenture to be outstanding to the extent that the notional amount of any such Interest Swap Obligation does not exceed the principal amount of Indebtedness to which such Interest Swap Obligation relates;

(5) Indebtedness under Currency Agreements; *provided* that in the case of Currency Agreements which relate to Indebtedness of the Company or any Restricted Subsidiary of the Company, such Currency Agreements do not increase the Indebtedness of the Company or such

Restricted Subsidiary outstanding other than as a result of fluctuations in foreign currency exchange rates or by reason of fees, indemnities and compensation payable thereunder;

(6) intercompany Indebtedness of the Company or any Restricted Subsidiary for so long as such Indebtedness is held by the Company or any Restricted Subsidiary; *provided* that (a) if owing by the Company or any Guarantor, such Indebtedness shall be unsecured and contractually subordinated in all respects (other than with respect to the maturity thereof) to the Obligations of the Company under the Notes and the other Indenture Documents or such Guarantor under its Guarantee and the other Indenture Documents, as the case may be, and (b) if as of any date any Person other than the Company or a Restricted Subsidiary owns or holds any such Indebtedness or holds a Lien in respect of such Indebtedness (other than Permitted Liens of the type described in clause (17), (18) or (20) of the definition thereof), such date shall be deemed the incurrence of Indebtedness not permitted under this clause (6) by the issuer of such Indebtedness;

(7) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business; *provided*, *however*, that such Indebtedness is extinguished within five business days of such incurrence;

(8) Indebtedness of the Company or any of its Restricted Subsidiaries in respect of or represented by letters of credit issued for the account of the Company or such Restricted Subsidiary, as the case may be, that are issued in support of, or to provide security for, (a) trade obligations or (b) any other liabilities (including workers' compensation claims and payment obligations in connection with self-insurance or similar requirements but excluding any liabilities in respect of borrowed money or any other Indebtedness), in each case, in the ordinary course of business;

(9) obligations of the Company or any of its Restricted Subsidiaries in respect of performance, bid and surety bonds and completion guarantees provided by the Company or any such Restricted Subsidiary in the ordinary course of business;

(10) Indebtedness represented by Capitalized Lease Obligations and Purchase Money Indebtedness (including Capitalized Lease Obligations or Purchase Money Indebtedness arising in connection with a sale and leaseback transaction) of the Company and its Restricted Subsidiaries incurred in the ordinary course of business (including Refinancings thereof that do not result in an increase in the aggregate principal amount of Indebtedness of such Person as of the date of such proposed Refinancing (*plus* the amount of any premium required to be paid under the terms of the instrument governing such Indebtedness and *plus* the amount of reasonable expenses incurred by the Company in connection with such Refinancing)) not to exceed $10.0 million at any time outstanding;

(11) Refinancing Indebtedness;

(12) Indebtedness represented by guarantees by the Company or a Restricted Subsidiary of Indebtedness incurred by the Company or a Restricted Subsidiary so long as the incurrence of such Indebtedness by the Company or any such Restricted Subsidiary is otherwise permitted by the terms of the Indenture;

(13) Indebtedness arising from agreements of the Company or a Subsidiary providing for indemnification, adjustment of purchase price or similar obligations, in each case, incurred in connection with the disposition of any business, assets or Subsidiary, other than guarantees of Indebtedness incurred by any Person acquiring all or any portion of such business, assets or Subsidiary for the purpose of financing such acquisition; *provided* that the maximum aggregate

liability in respect of all such Indebtedness shall at no time exceed the gross proceeds actually received by the Company and the Subsidiary in connection with such disposition;

(14) Indebtedness under Commodity Agreements; *provided* that such Commodity Agreements are entered into in the ordinary course of the Company's or its Restricted Subsidiaries' businesses, not for speculative purposes and otherwise in compliance with the Indenture; and

(15) additional Indebtedness of the Company and its Restricted Subsidiaries in an aggregate principal amount not to exceed $15.0 million at any time outstanding.

For purposes of determining compliance with the "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" covenant, (a) the outstanding principal amount of any item of Indebtedness shall be counted only once and (b) in the event that an item of Indebtedness meets the criteria of more than one of the categories of Permitted Indebtedness described in clauses (1) through (15) above or is entitled to be incurred pursuant to the Consolidated Fixed Charge Coverage Ratio provisions of such covenant, the Company will be permitted, in its sole discretion, to classify (or later reclassify) such item of Indebtedness in any manner that complies with such covenant; *provided*, that Permitted Indebtedness under the Credit Agreement outstanding on the Issue Date will initially be deemed to have been incurred on such date under clause (2) above. Accrual of interest, accretion or amortization of original issue discount, the payment of interest on any Indebtedness in the form of additional Indebtedness with the same terms, and the payment of dividends on Disqualified Capital Stock in the form of additional shares of the same class of Disqualified Capital Stock will not be deemed to be an incurrence of Indebtedness or an issuance of Disqualified Capital Stock for purposes of the "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" covenant.

"Permitted Investments" means:

(1) Investments by the Company or any Restricted Subsidiary of the Company in any Person that is or will become immediately after such Investment both a Wholly Owned Subsidiary and a Guarantor or that will merge or consolidate with or into the Company or a Guarantor, or that transfers or conveys all or substantially all of its assets to the Company or a Guarantor;

(2) Investments in the Company by any Restricted Subsidiary of the Company;

(3) Investments in any Foreign Restricted Subsidiary by any other Foreign Restricted Subsidiary;

(4) Investments in cash and Cash Equivalents;

(5) Commodity Agreements, Currency Agreements and Interest Swap Obligations entered into in the ordinary course of the Company's or its Restricted Subsidiaries' businesses, not for speculative purposes and otherwise in compliance with the Indenture;

(6) Investments in the Notes (including Additional Notes, if any);

(7) Investments in securities of trade creditors or customers received pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of such trade creditors or customers in exchange for claims against such trade creditors or customers;

(8) Investments made by the Company or its Restricted Subsidiaries as a result of consideration received in connection with an Asset Sale made in compliance with the "—Certain Covenants—Limitation on Asset Sales" covenant;

(9) Investments in existence on the Issue Date;

(10) loans and advances, including advances for travel and moving expenses, to employees, officers and directors of the Company and its Restricted Subsidiaries in the ordinary course of

business for bona fide business purposes not in excess of $1.0 million at any one time outstanding;

(11) advances and extensions of trade credit to suppliers and customers in the ordinary course of business that are recorded as accounts receivable; and

(12) additional Investments in an aggregate amount not to exceed $15.0 million at any time outstanding.

"Permitted Liens" means the following types of Liens:

(1) Liens for taxes, assessments or governmental charges or claims either (a) not delinquent or (b) contested in good faith by appropriate proceedings and as to which the Company or its Restricted Subsidiaries shall have set aside on its books such reserves as may be required pursuant to GAAP;

(2) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, suppliers, materialmen, repairmen and other Liens imposed by law or pursuant to customary reservations or retentions of title incurred in the ordinary course of business for sums not yet delinquent or being contested in good faith, if such reserve or other appropriate provision, if any, as shall be required by GAAP shall have been made in respect thereof;

(3) Liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, including any Lien securing letters of credit issued in the ordinary course of business consistent with past practice in connection therewith, or to secure the performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, government contracts, performance and return-of-money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money);

(4) any judgment Lien not giving rise to an Event of Default;

(5) easements, rights-of-way, zoning restrictions and other similar charges or encumbrances in respect of real property not interfering in any material respect with the ordinary conduct of the business of the Company or any of its Restricted Subsidiaries;

(6) any interest or title of a lessor under any Capitalized Lease Obligation permitted pursuant to clause (10) of the definition of "Permitted Indebtedness;" *provided* that such Liens do not extend to any property or assets which is not leased property subject to such Capitalized Lease Obligation;

(7) Liens securing Purchase Money Indebtedness permitted pursuant to clause (10) of the definition of "Permitted Indebtedness;" *provided*, *however*, that (a) the Indebtedness shall not exceed the cost of the property or assets acquired, together, in the case of real property, with the cost of the construction thereof and improvements thereto, and shall not be secured by a Lien on any property or assets of the Company or any Restricted Subsidiary of the Company other than such property or assets so acquired or constructed and improvements thereto and (b) the Lien securing such Indebtedness shall be created within 180 days of such acquisition or construction or, in the case of a refinancing of any Purchase Money Indebtedness, within 180 days of such refinancing;

(8) Liens upon specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(9) Liens securing reimbursement obligations with respect to commercial letters of credit which encumber documents and other property relating to such letters of credit and products and proceeds thereof;

(10) Liens encumbering deposits made to secure obligations arising from statutory, regulatory, contractual, or warranty requirements of the Company or any of its Restricted Subsidiaries, including rights of offset and set-off;

(11) Liens securing Interest Swap Obligations which Interest Swap Obligations relate to Indebtedness that is otherwise permitted under the Indenture;

(12) Liens securing Indebtedness under Currency Agreements and Commodity Agreements that are permitted under the Indenture;

(13) Liens securing Acquired Indebtedness incurred in accordance with the "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" covenant; *provided* that:

(a) such Liens secured such Acquired Indebtedness at the time of and prior to the incurrence of such Acquired Indebtedness by the Company or a Restricted Subsidiary of the Company and were not granted in connection with, or in anticipation of, the incurrence of such Acquired Indebtedness by the Company or a Restricted Subsidiary of the Company; and

(b) such Liens do not extend to or cover any property or assets of the Company or of any of its Restricted Subsidiaries other than the property or assets that secured the Acquired Indebtedness prior to the time such Indebtedness became Acquired Indebtedness of the Company or a Restricted Subsidiary of the Company and are no more favorable to the lienholders than those securing the Acquired Indebtedness prior to the incurrence of such Acquired Indebtedness by the Company or a Restricted Subsidiary of the Company;

(14) Liens arising from precautionary UCC filings regarding operating leases or consigned products or consigned merchandise to the extent such Liens only relate to the assets, property, products or merchandise that are the subject of such lease or consignment, as the case may be;

(15) any interest or title of a lessor or sublessor under any operating lease;

(16) Liens existing as of the Issue Date and securing Permitted Indebtedness described in clause (3) of the definition thereof to the extent and in the manner such Liens are in effect on the Issue Date;

(17) Liens securing the Notes (including any Additional Notes) and all other monetary obligations under the Indenture, the Guarantees and the other Indenture Documents;

(18) Liens to secure Permitted Indebtedness described in clause (2) of the definition thereof; *provided*, that such Liens are subject to the Intercreditor Agreement;

(19) Liens securing Refinancing Indebtedness which is incurred to Refinance any Indebtedness which has been secured by a Permitted Lien and which has been incurred in accordance with the "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" provisions of the Indenture; provided, however, that such Liens: (i) are no less favorable to the Holders and are not more favorable to the lienholders with respect to such Liens than the Liens in respect of the Indebtedness being Refinanced; and (ii) do not extend to or cover any property or assets of the Company or any of its Restricted Subsidiaries not securing the Indebtedness so Refinanced;

(20) Liens securing Indebtedness of Foreign Restricted Subsidiaries to the extent such Indebtedness is permitted under the covenant described above under "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock;" *provided*, that no asset of the Company or any Guarantor shall be subject to any such Lien;

(21) Liens incurred in the ordinary course of business of the Company or any Restricted Subsidiary of the Company with respect to Obligations in an aggregate principal amount that does not exceed $5.0 million at any one time outstanding and that (A) are not incurred in connection with the borrowing of money or the obtaining of advances or credit (other than trade credit in the ordinary course of business) and (B) do not in the aggregate materially detract from the value of the property or materially impair the use thereof in the operation of business by the Company or such Restricted Subsidiary;

(22) Liens securing Indebtedness incurred pursuant to (a) the Consolidated Fixed Charge Coverage Ratio test under "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" or (b) clause (15) of the definition of the term "Permitted Indebtedness;" *provided*, that the aggregate principal amount of all such Indebtedness outstanding at the time of the most recent incurrence of any such Indebtedness shall not exceed the greater of (i) $10.0 million and (ii) the product of (x) 125% and (y) Pro Forma Consolidated EBITDA of the Company during the four consecutive full fiscal quarters most recently ending on or prior to the date of such incurrence for which its financial statements are available;

(23) Liens securing Credit Facility Cash Management Obligations; *provided*, that such Liens are subject to the Intercreditor Agreement; and

(24) Liens in favor of the Company or any of its Restricted Subsidiaries.

"Person" means an individual, partnership, corporation, limited liability company, unincorporated organization, trust or joint venture, or a governmental agency or political subdivision thereof.

"Preferred Stock" of any Person means any Capital Stock of such Person that has preferential rights to any other Capital Stock of such Person with respect to dividends or redemptions or upon liquidation.

"Pro Forma Consolidated EBITDA" means, with respect to any Person, the Consolidated EBITDA of such Person during the four consecutive full fiscal quarters (the "Four Quarter Period") most recently ending on or prior to the date of the transaction or event giving rise to the need to calculate Pro Forma Consolidated EBITDA for which financial statements are available (the "Transaction Date") of such Person for the Four Quarter Period; *provided*, *however*, that such Consolidated EBITDA shall be calculated after giving effect on a pro forma basis for the period of such calculation to:

(1) the incurrence or repayment of any Indebtedness of such Person or any of its Restricted Subsidiaries (and the application of the proceeds thereof) giving rise to the need to make such calculation and any incurrence or repayment of other Indebtedness (and the application of the proceeds thereof), other than the incurrence or repayment of Indebtedness in the ordinary course of business for working capital purposes pursuant to working capital facilities, occurring during the Four Quarter Period or at any time subsequent to the last day of the Four Quarter Period and on or prior to the Transaction Date, as if such incurrence or repayment, as the case may be (and the application of the proceeds thereof), occurred on the first day of the Four Quarter Period; and

(2) any Asset Sale or other disposition or Asset Acquisition (including, without limitation, any Asset Acquisition giving rise to the need to make such calculation as a result of such Person or one of its Restricted Subsidiaries (including any Person who becomes a Restricted

Subsidiary as a result of any such Asset Acquisition) incurring, assuming or otherwise being liable for Acquired Indebtedness during the Four Quarter Period or at any time subsequent to the last day of the Four Quarter Period and on or prior to the Transaction Date), as if such Asset Sale or other disposition or Asset Acquisition (including the incurrence, assumption or liability for any such Indebtedness or Acquired Indebtedness and also including any Consolidated EBITDA associated with such Asset Acquisition) occurred on the first day of the Four Quarter Period; *provided* that the Consolidated EBITDA of any Person acquired shall be included only to the extent includible pursuant to the definition of "Consolidated Net Income." If such Person or any of its Restricted Subsidiaries directly or indirectly guarantees Indebtedness of a third Person, the preceding sentence shall give effect to the incurrence of such guaranteed Indebtedness as if such Person or any Restricted Subsidiary of such Person had directly incurred or otherwise assumed such guaranteed Indebtedness.

"Protective Advance Obligations" means all obligations of the Company and Guarantors with respect to the repayment of protective advances and expenses incurred by the Administrative Agent and the Lenders to maintain, protect or preserve the Common Collateral or the rights of the Administrative Agent and the Lenders under the Credit Agreement and related documents and to enhance the likelihood of, or to maximize the amount of, repayment of the Credit Facility Claims or Indenture Obligations.

"Public Equity Offering" means an underwritten public offering of Common Stock of the Company or any holding company of the Company pursuant to a registration statement filed with the SEC (other than on Form S-8).

"Purchase Money Indebtedness" means Indebtedness of the Company and its Restricted Subsidiaries incurred (including pursuant to a sale and leaseback transaction) for the purpose of financing all or any part of the purchase price, or the cost of installation, construction or improvement, of property or equipment, *provided* that the aggregate principal amount of such Indebtedness does not exceed the lesser of the Fair Market Value of such property or such purchase price or cost.

"Qualified Capital Stock" means any Capital Stock that is not Disqualified Capital Stock.

"Refinance" means, in respect of any security or Indebtedness, to refinance, extend, renew, refund, repay, prepay, redeem, defease or retire, or to issue a security or Indebtedness in exchange or replacement for, such security or Indebtedness in whole or in part. "Refinanced" and "Refinancing" shall have correlative meanings.

"Refinancing Indebtedness" means any Refinancing by the Company or any Restricted Subsidiary of the Company of Indebtedness incurred in accordance with the "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" covenant (other than pursuant to Permitted Indebtedness) or clauses (1), (3) or (11) of the definition of Permitted Indebtedness, in each case that does not:

(1) have an aggregate principal amount (or, if such Indebtedness is issued with original issue discount, an aggregate offering price) greater than the sum of (x) the aggregate principal amount of the Indebtedness being Refinanced (or, if such Indebtedness being Refinanced is issued with original issue discount, the aggregate accreted value) as of the date of such proposed Refinancing *plus* (y) the amount of fees, expenses, premium, defeasance costs and accrued but unpaid interest relating to the Refinancing of such Indebtedness being Refinanced;

(2) create Indebtedness with: (a) a Weighted Average Life to Maturity that is less than the Weighted Average Life to Maturity of the Indebtedness being Refinanced; or (b) a final maturity earlier than the final maturity of the Indebtedness being Refinanced;

(3) affect the security, if any, for such Refinancing Indebtedness (except to the extent that less security is granted to holders of such Refinancing Indebtedness);

(4) if such Indebtedness being Refinanced is subordinate or junior by its terms to the Notes, then such Refinancing Indebtedness shall be subordinate by its terms to the Notes at least to the same extent and in the same manner as the Indebtedness being Refinanced; and

(5) shall not include (a) Indebtedness of a Restricted Subsidiary of the Company that is not a Guarantor that refinances Indebtedness of the Company or a Restricted Subsidiary that is a Guarantor, or (b) Indebtedness of the Company or a Restricted Subsidiary that refinances Indebtedness of an Unrestricted Subsidiary.

"Registration Rights Agreement" means the Registration Rights Agreement, dated as of the Issue Date, between the Company, the Guarantors and the Initial Purchasers, as the same may be amended or modified from time to time in accordance with the terms thereof.

"Restricted Subsidiary" of any Person means any Subsidiary of such Person which at the time of determination is not an Unrestricted Subsidiary.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Security Agreement" means the Security Agreement, dated as of the Issue Date, made by the Company and the Guarantors in favor of the Collateral Agent, as amended or supplemented from time to time in accordance with its terms.

"Significant Subsidiary" with respect to any Person, means any Restricted Subsidiary of such Person that satisfies the criteria for a "significant subsidiary" set forth in Rule 1-02(w) of Regulation S-X under the Exchange Act.

"Subsidiary" with respect to any Person, means:

(1) any corporation of which the outstanding Capital Stock having at least a majority of the votes entitled to be cast in the election of directors under ordinary circumstances shall at the time be owned, directly or indirectly, by such Person; or

(2) any other Person of which at least a majority of the voting interest under ordinary circumstances is at the time, directly or indirectly, owned by such Person.

"Treasury Rate" means, with respect to a Redemption Date, the yield to maturity at the time of computation of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15(519) (or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity) that has become publicly available at least two business days prior to such Redemption Date (or, if such Statistical Release (or any successor release) is no longer published, any publicly available source of similar market data)) most nearly equal to the period from such Redemption Date to June 1, 2014; *provided*, *however*, that if the period from such Redemption Date to June 1, 2014 is not equal to the constant maturity of the United States Treasury security for which a weekly average yield is given, the Treasury Rate shall be obtained by linear interpolation (calculated to the nearest one-twelfth of a year) from the weekly average yields of United States Treasury securities for which such yields are given, except that if the period from such Redemption Date to June 1, 2014 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

"Trustee" means the trustee and any successor under the Indenture.

"Unrestricted Subsidiary" of any Person means:

(1) any Subsidiary of such Person that at the time of determination shall be or continue to be designated an Unrestricted Subsidiary by the Board of Directors of such Person in the manner provided below; and

(2) any Subsidiary of an Unrestricted Subsidiary.

The Board of Directors may designate any Subsidiary (including any newly acquired or newly formed Subsidiary) to be an Unrestricted Subsidiary unless such Subsidiary owns any Capital Stock of, or owns or holds any Lien on any property of, the Company or any other Subsidiary of the Company that is not a Subsidiary of the Subsidiary to be so designated, *provided* that:

(1) the Company certifies to the Trustee that such designation complies with the "—Certain Covenants—Limitation on Restricted Payments" covenant; and

(2) each Subsidiary to be so designated and each of its Subsidiaries has not at the time of designation, and does not thereafter, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable with respect to any Indebtedness pursuant to which the lender has recourse to any of the assets of the Company or any of its Restricted Subsidiaries.

The Board of Directors may designate any Unrestricted Subsidiary to be a Restricted Subsidiary only if:

(1) immediately after giving effect to such designation, the Company is able to incur at least $1.00 of additional Indebtedness (other than Permitted Indebtedness) in compliance with the "—Certain Covenants—Limitation on Incurrence of Additional Indebtedness and Issuance of Preferred Stock" covenant; and

(2) immediately before and immediately after giving effect to such designation, no Default or Event of Default shall have occurred and be continuing.

Any such designation by the Board of Directors shall be evidenced to the Trustee by promptly filing with the Trustee a copy of the Board Resolution giving effect to such designation and an Officers' Certificate certifying that such designation complied with the foregoing provisions.

"Voting Stock" means, with respect to any Person, securities of any class or classes of Capital Stock of such Person entitling the holders thereof (whether at all times or only so long as no senior class of stock has voting power by reason of any contingency) to vote in the election of members of the Board of Directors (or equivalent governing body) of such Person.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing (1) the then outstanding aggregate principal amount of such Indebtedness into (2) the sum of the total of the products obtained by multiplying:

(a) the amount of each then remaining installment, sinking fund, serial maturity or other required payment of principal, including payment at final maturity, in respect thereof, by

(b) the number of years (calculated to the nearest one-twelfth) which will elapse between such date and the making of such payment.

"Wholly Owned Subsidiary" of any Person means any Restricted Subsidiary of such Person of which all the outstanding Capital Stock (other than in the case of a Foreign Restricted Subsidiary, directors' qualifying shares or an immaterial amount of shares required to be owned by other Persons pursuant to applicable law) are owned by such Person or any Wholly Owned Subsidiary of such Person.

DESCRIPTION OF CERTAIN INDEBTEDNESS

Revolving Credit Facility

We are the borrower under a Credit and Security Agreement dated May 19, 2010 with certain lenders and with KeyBank National Association, as Administrative Agent, Lead Arranger and Sole Book Runner, which we refer to as our revolving credit facility. The credit agreement establishes a formula-based $25.0 million senior secured revolving line of credit, with a $10.0 million sublimit for the issuance of letters of credit and a $5.0 million sublimit for swing loans. Interest accrues on the revolving credit based either on LIBOR or a Base Rate established by KeyBank, and is payable either monthly, in the case of Base Rate borrowings, or at the end of the applicable interest period (but no less frequently than quarterly) for LIBOR borrowings. Base rate borrowings bear interest at an applicable margin of 125 to 200 basis points over the base rate (which is the greater of (x) the prime rate and (y) 50 basis points over the federal funds rate, with a floor of 100 basis points over one month LIBOR). LIBOR rate borrowings bear interest at an applicable margin of 325 to 400 basis points over the LIBOR rate.

The applicable margin for base rate borrowings and LIBOR borrowings depends on the average monthly revolving credit availability under the credit facility. The credit facility also has a commitment fee of 75 to 100 basis points, depending on the average monthly revolving credit availability.

The terms of the revolving credit facility include customary representations and warranties, as well as reporting and financial covenants, customary for financings of this type. The revolving credit facility has an initial commitment period of four (4) years after the closing date of the credit agreement.

Our obligations under the credit agreement are secured by a first priority lien on all of our accounts, chattel paper, documents, deposit accounts, cash, investment property (other than the capital stock of our subsidiaries), instruments, letter of credit rights, supporting obligations, contract rights, inventory and general intangibles (other than trademarks, tradenames, patents, copyrights and the capital stock of our subsidiaries) and by a second-priority lien, junior only to the lien securing the notes, in all of our other property. Each of our material domestic subsidiaries guarantees our obligations under the credit agreement, and the obligations under the credit agreement are secured by a first priority lien on all of such guarantor's accounts, chattel paper, documents, deposit accounts, cash, investment property, instruments, letter of credit rights, supporting obligations, contract rights, inventory and general intangibles (other than trademarks, tradenames, patents and copyrights) and by a second-priority lien, junior only to the lien securing such guarantor's guaranty of the original notes, and, following the completion of the exchange offer, the exchange notes, in all other property of such guarantor.

Subordinated Notes

As of March 28, 2010, we had outstanding convertible notes payable totaling $1.0 million which were acquired as a result of the SYS acquisition and are due on August 14, 2010. $25,000 of the convertible notes are payable to a related party. The balance of the outstanding notes is convertible into our common stock at $10.20 per share or approximately 94,000 shares.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of certain material U.S. federal income tax considerations relating to the exchange of original notes for exchange notes in the exchange offer. This summary is based on the Internal Revenue Code of 1986, as amended (the Code), existing and proposed Treasury Regulations, revenue rulings, administrative interpretations and judicial decisions now in effect, all of which are subject to change possibly with retroactive effect. Except as specifically set forth herein, this summary deals only with notes held as capital assets within the meaning of Section 1221 of the Code. This summary does not purport to address all U.S. federal income tax considerations that may be relevant to holders in light of their particular circumstances or to holders subject to special tax rules, such as banks, insurance companies or other financial institutions, dealers in securities or foreign currencies, tax-exempt investors, holders subject to the U.S. federal alternative minimum tax, or persons holding the notes as part of a hedging transaction, straddle, conversion transaction, or other integrated transaction.

We have not sought and we do not expect to seek any ruling from the Internal Revenue Service (the IRS) or an opinion of counsel with respect to the statements made and the conclusions reached in the following summary. As such, there can be no assurance that the IRS will agree with such statements and conclusions. Thus, all persons that exchange original notes for exchange notes in the exchange offer are urged to consult their own tax advisors with regard to the application of the U.S. federal income tax laws to their particular situations as well as any tax consequences arising under the laws of any state, local or foreign jurisdiction.

The exchange of the original notes for the exchange notes in the exchange offer will not constitute a taxable event or exchange for U.S. federal income tax purposes, and thus will have no U.S. federal income tax consequences to holders of original notes. The exchange notes received pursuant to the exchange offer will be treated as a continuation of the original notes. Consequently, there will be no change in a holder's adjusted tax basis in the exchange notes, and the holder's holding period in the exchange notes will be the same as that applicable to the original notes. In addition, the U.S. federal income tax consequences of holding and disposing of the exchange notes will be the same as those applicable to the original notes.

The preceding discussion of certain U.S. federal income tax considerations is not tax advice. Each prospective investor should consult its own tax advisor regarding the particular U.S. federal, state, local and foreign tax consequences of exchanging original notes for, holding and disposing of exchange notes, including the consequences of any proposed change in applicable laws.

PLAN OF DISTRIBUTION

Each broker-dealer that receives exchange notes for its own account in the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of the exchange notes. We have agreed that, during the period broker-dealers are required to deliver this prospectus, we will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for original notes where such original notes were acquired as a result of market-making or other trading activities.

We will not receive any proceeds from any sale of exchange notes by broker-dealers. Exchange notes received by broker-dealers for their own account in the exchange offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the exchange notes or a combination of these methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer and/or the purchasers of any such exchange notes. Any broker-dealer that resells exchange notes that were received by it for its own account in the exchange offer and any broker or dealer that participates in a distribution of such exchange notes may be deemed to be an "underwriter" within the meaning of the Securities Act and any profit on any such resale of exchange notes and any commissions or concessions received by any such persons may be considered underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

During the 180 day period following the completion of this exchange offer, we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the letter of transmittal. We have agreed to pay all expenses incident to the exchange offer (including the expenses of one counsel for the holders of the original notes), other than dealers' and brokers' discounts, commissions and counsel fees and will indemnify the holders of the original notes, including any broker-dealers, against certain liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

Certain legal matters in connection with the issuance of the exchange notes will be passed on for us by Morrison & Foerster LLP, San Diego, California and Sheppard, Mullin, Richter & Hampton LLP, New York, New York.

EXPERTS

The audited consolidated financial statements and management's assessment of the effectiveness of internal control over financial reporting incorporated by reference in this registration statement have been so incorporated by reference in reliance upon the reports of Grant Thornton LLP, independent registered public accountants, upon the authority of said firm as experts in accounting and auditing in giving said reports.

The consolidated financial statements of Gichner and its subsidiaries for the fiscal years ended December 31, 2009, 2008 and 2007, as set forth in our Current Report on Form 8-K dated May 19, 2010, have been audited by Plante & Moran, PLLC, independent public accounting firm, as set forth in their reports appearing therein, and are incorporated herein by reference in reliance upon such reports given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION AND INCORPORATION BY REFERENCE

This prospectus is part of a registration statement that we have filed with the SEC. You should read this prospectus and the information incorporated by reference, including the exhibits to the registration statement.

We file annual, quarterly and current reports, proxy statements and other information with the SEC under the Exchange Act. The public may read and copy any materials we file with the SEC at the SEC's Public Reference Room at 100 F Street NE, Washington, DC 20549. The public may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC maintains in Internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC (www.sec.gov). Our website is http://www.kratosdefense.com.

We incorporate by reference in this prospectus the following documents filed by us with the SEC, other than information furnished pursuant to Item 2.02 or Item 7.01 of Form 8-K:

- Annual Report on Form 10-K for the fiscal year ended December 27, 2009;
- Quarterly Report on Form 10-Q for the three months ended March 28, 2010;
- Current Reports on Form 8-K, dated December 31, 2009, March 3, 2010, April 12, 2010, May 11, 2010 and May 19, 2010;
- Definitive Proxy Statement on Schedule 14A filed with the SEC on April 1, 2010; and
- All documents filed by us under Section 13(a), 13(c), 14 or 15(d) of the Exchange Act on or after the date of this prospectus until the exchange offer is terminated.

Any information incorporated by reference is considered part of this prospectus, and any information that we file with the SEC subsequent to the filing of the incorporated material or the date of this prospectus will automatically update and, if applicable, supersede the incorporated information and this prospectus.

You may obtain copies of each of our filings and copies of the documents pertaining to the securities offered hereby referred to in this prospectus free of charge. You may request a copy of these documents in writing or by telephone at the following address:

Kratos Defense & Security Solutions, Inc.
4820 Eastgate Mall
San Diego, CA 92121
Attention: Corporate Secretary
(858) 812-7300

$225,000,000

Offer to exchange all outstanding
$225,000,000 principal amount of
10% Senior Secured Notes due 2017

for

$225,000,000 principal amount of
10% Senior Secured Notes due 2017
registered under the Securities Act of 1933

PROSPECTUS

, 2010

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers.

The following summary is qualified in its entirety by reference to the complete text of the statutes referred to below and the certificates and articles of incorporation and the certificates of formation, all as amended, the bylaws, operating agreements and agreements of limited partnership, all as amended, and any other contractual agreements referred to below in reference to Kratos Defense & Security Solutions, Inc. and all additional registrants.

Kratos Defense & Security Solutions, Inc.

Under Section 145 of the Delaware General Corporation Law (the DGCL), a corporation has the power to indemnify its directors and officers under certain prescribed circumstances and, subject to certain limitations, against certain costs and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether criminal, civil, administrative or investigative, to which any of them is a party by reason of his being a director or officer of the corporation if it is determined that he acted in accordance with the applicable standard of conduct set forth in such statutory provision. Our certificate of incorporation provides that, pursuant to the DGCL, our directors shall not be liable for monetary damages to the fullest extent authorized under applicable law, including for breach of the directors' fiduciary duty of care to us and our stockholders. This provision in the certificate of incorporation does not eliminate the duty of care, and in appropriate circumstances equitable remedies such as injunctive or other forms of non-monetary relief will remain available under Delaware law. In addition, pursuant to Section 102(b)(7) of the DGCL, each director will continue to be subject to liability for breach of the director's duty of loyalty, for acts or omissions not in good faith or involving intentional misconduct or knowing violations of the law, for actions leading to improper personal benefit to the director, and for payment of dividends or approval of stock repurchases or redemptions that are unlawful under Delaware law. This provision in the certificate of incorporation also does not affect a director's responsibilities under any other law, such as the federal securities laws or state or federal environmental laws.

Article 9 of our bylaws provides that we will indemnify, to the fullest extent authorized by the DGCL, each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director or officer of our company, whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer against all expenses, liability and loss reasonably incurred or suffered by such person in connection therewith.

Section 2 of our indemnification agreement, filed as an exhibit to our Form 10-K filed on December 28, 2008, contractually obligates us to indemnify each director and officer who is a party to the indemnification agreement to the fullest extent permitted by the DGCL against any and all expenses, liability and loss, as each is defined in the indemnification agreement, reasonably incurred or suffered by such person in connection with any threatened, pending or completed action, suit, investigation or proceeding that arises out of any event or occurrence related to the fact that such person is or was a director or officer or is or was serving at our request as a director, officer, employee, or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including any of our subsidiaries. We also have directors' and officers' liability insurance to protect our directors and officers from liability.

Additional Registrants

Alabama Registrants: Madison Research Corporation and Summit Research Corporation are incorporated under the laws of Alabama.

Sections 10-2B-8.51 and 10-2B-8.56 of the Alabama Business Corporation Act provide that a corporation may indemnify an individual who is made a party to a proceeding because he or she is or was a director or officer against liability incurred in the proceeding if the individual conducted himself or herself in good faith and the individual reasonably believed: (i) in the case of conduct in his or her official capacity with the corporation, that the conduct was in the corporation's best interests; and (ii) in all other cases, that the conduct was at least not opposed to the corporation's best interests; and (iii) in the case of any criminal proceeding, the individual had no reasonable cause to believe that his or her conduct was unlawful. A corporation may not indemnify a director or officer: (i) in connection with a proceeding by or in the right of the corporation in which the director or officer was adjudged liable to the corporation; or (ii) in connection with any other proceeding charging improper personal benefit to the director or officer, whether or not involving action in his or her official capacity, in which the director or officer was adjudged liable on the basis that personal benefit was improperly received by him or her. Sections 10-2B-8.52 and 10-2B-8.56 provide that indemnification is mandatory for an officer or director who was successful, on the merits or otherwise, in the defense of any proceeding, or of any claim, issue or matter in such proceeding, against reasonable expenses incurred in connection therewith. The indemnification provisions of the Alabama Business Corporation Act are not exclusive and are deemed to be in addition to any provisions which may be contained in a corporation's articles of incorporation, bylaws, a resolution of its shareholders or board of directors, or in a contract or otherwise.

Section 10-2B-202(b)(3) of the Alabama Business Corporation Act permits a corporation to include in its articles of incorporation a provision eliminating or limiting the liability of a director to the corporation or its shareholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of a financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the shareholders; (C) unlawful distributions; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its shareholders.

The articles of incorporation of Summit Research Corporation and the bylaws of Madison Research Corporation provide that each of the registrants shall indemnify directors and officers to the full extent authorized by Alabama law. The organizational documents of the registrants also make clear that the indemnification provided therein shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such person. The bylaws of Madison Research Corporation further establish that (i) expenses incurred in defending any proceeding may be paid by the registrant in advance of the final disposition of such proceeding, as authorized by the board of directors, 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, and (ii) the board of directors may authorize the registrant to purchase and maintain insurance on behalf of any person who is or was a director or officer of the registrant against any liability 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.

Neither the articles of incorporation of Madison Research Corporation nor that of Summit Research Corporation eliminates or limits the liability of the directors of each of the registrants for money damages.

California Registrants: Polexis, Inc., Shadow I, Inc., Shadow II, Inc., Shadow III, Inc., and SYS are incorporated under the laws of California.

Section 317 of the California Corporations Code authorizes a corporation to indemnify any person who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding if: (i) in the case of a criminal proceeding, such person had no reasonable cause to believe the conduct of the person was unlawful, and (ii) in the case of any action other than one brought by or in the right of the corporation to procure a judgment in its favor, such person acted in good faith and in a manner the person reasonably believed to be in the best interests of the corporation and, (iii) in the case of an action by or in the right of the corporation to procure a judgment in its favor, such person acted in good faith, in a manner such person believed to be in the best interests of the corporation and its shareholders. No indemnification shall be made in the case of an action by or in the right of the corporation to procure a judgment in its favor, however, with respect to (i) any claim, issue, or matter as to which such person has been adjudged to be liable to the corporation in the performance of such person's duty to the corporation and its shareholders, unless and only to the extent that the court in which such proceeding is or was pending shall determine on application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for expenses and then only to the extent that the court shall determine, (ii) amounts paid in settling or otherwise disposing of a pending action without court approval, or (iii) expenses incurred in defending a pending action that is settled or otherwise disposed of without court approval. The California Corporations Code further provides that a corporation must indemnify a director, officer, employee or agent of the corporation if he or she has been successful on the merits in defense of any proceeding, or in defense of any claim, issue or matter therein, against expenses actually and reasonably incurred by him in connection therewith. The indemnification authorized by the California Corporations Code shall not be deemed exclusive of any additional rights to indemnification for breach of duty to the corporation and its shareholders while acting in the capacity of a director or officer of the corporation.

Section 204(a)(10) of the California Corporations Code permits a corporation to provide in its articles of incorporation that a director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for breach of such director's duties, except that such a provision may not eliminate or limit the liability of directors (i) for acts or omissions that involve intentional misconduct or a knowing and culpable violation of law, (ii) for acts or omissions that a director believes to be contrary to the best interests of the corporation or its shareholders or that involve the absence of good faith on the part of the director, (iii) for any transaction from which a director derived an improper personal benefit or has a material financial interest, (iv) for acts or omissions that show a reckless disregard for the director's duty to the corporation or its shareholders in circumstances in which the director was aware, or should have been aware, in the ordinary course of performing a director's duties, of a risk of serious injury to the corporation or its shareholders, (v) for acts or omissions that constitute an unexcused pattern of inattention that amounts to an abdication of the director's duty to the corporation or its shareholders, or (vii) for authorizing unlawful distributions.

The articles of incorporation of each of Polexis, Inc., Shadow I, Inc., Shadow II, Inc., Shadow III, Inc., and SYS provide that each registrant is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code, which includes directors and officers) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors, or otherwise, to the fullest extent permitted by Section 317 of the California Corporations Code, subject to the applicable limits on indemnifications set forth in Sections 204 and 317 of the California Corporations Code. The articles of incorporation of each registrant also provide that the

liability of the directors of each corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

The bylaws of each of Polexis, Inc., Shadow I, Inc., Shadow II, Inc., Shadow III, Inc. and SYS provide that each registrant is authorized to provide insurance for agents as set forth in Section 317 of the California Corporations Code.

The bylaws of each of Polexis, Inc. and SYS further provide that expenses incurred in defending any proceeding may be advanced by each registrant before the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay such amounts if it shall be determined ultimately that the director or officer is not entitled to be indemnified by the corporation.

The bylaws of SYS also establish that the indemnification therein provided shall 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, executors and administrators, and that the registrant shall indemnify any such person seeking indemnity in connection with any proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the board of directors.

Delaware Registrants:

(a) AI Metrix, Inc., Charleston Marine Containers, Inc., Digital Fusion, Inc., Gichner Holdings, Inc., Gichner Systems Group, Inc., Gichner Systems International, Inc., JMA Associates, Inc., Kratos Commercial Solutions, Inc., Kratos Government Solutions, Inc., Kratos Mid-Atlantic, Inc., and WFI NMC Corp. are incorporated under the laws of Delaware.

Section 145 of the DGCL provides that a Delaware corporation may indemnify its directors, officers, employees and agents (or persons serving at our request as a director, officer, employee or agent of another entity) against expenses, judgments, fines, and settlements actually and reasonably incurred by them in connection with any civil, criminal, administrative, or investigative suit or action except actions by or in the right of the corporation if, in connection with the matters in issue, 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 in connection with any criminal suit or proceeding, if in connection with the matters in issue, they had no reasonable cause to believe their conduct was unlawful. Section 145 further provides that in connection with the defense or settlement of any action by or in the right of the corporation, a Delaware corporation may indemnify its directors, officers, employees and agents (or persons serving at our request as a director, officer, employee or agent of another entity) against expenses actually and reasonably incurred by them if, in connection with the matters in issue, 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 may be made in respect of any claim, issue, or matter as to which such person has been adjudged liable to the corporation unless the Delaware Court of Chancery or other court in which such action or suit is brought approves such indemnification. Section 145 further permits a Delaware corporation to grant its directors and officers additional rights of indemnification through bylaw provisions and otherwise, and or purchase indemnity insurance on behalf of its directors and officers. Section 145 also provides that indemnification is mandatory for an officer or director who was successful, on the merits or otherwise, in the defense of any proceeding, or of any claim, issue or matter in such proceeding, against reasonable expenses (including attorneys' fees) actually and reasonably incurred in connection therewith. The DGCL additionally provides that these rights to indemnification and reimbursement or advancement of expenses shall continue as to a person who has ceased to be a director or officer (or other person indemnified hereunder) and shall inure to the benefit of the executors, administrators, legatees and distributees of such person. Further, the indemnification and advancement of expenses provided by, or granted pursuant to, the provisions of the DGCL shall not be deemed exclusive of any other rights to

which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

Section 102(b)(7) of the DGCL provides that a corporation's certificate of incorporation may contain a provision eliminating or limiting the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that such provision shall not eliminate or limit the liability of a director for any breach of the director's duty of loyalty, for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; for actions leading to improper personal benefit to the director, and for payment of dividends or approval of stock repurchases or redemptions that are unlawful under Delaware law.

The certificate of incorporation of each of AI Metrix, Charleston Marine Containers, Inc., Digital Fusion, Inc., Gichner Holdings, Inc., Gichner Systems Group, Inc., Gichner Systems International, Inc., JMA Associates, Inc., Kratos Commercial Solutions, Inc., Kratos Government Solutions, Inc., and WFI NMC Corp. exculpates the directors of each of these registrants from liability to the fullest extent permitted by the DGCL. The certificate of incorporation of Kratos Mid-Atlantic, Inc. is silent with respect to exculpation of directors from liability for monetary damages.

The organizational documents of all Delaware-incorporated registrants, except for Digital Fusion, Inc. and Kratos Mid-Atlantic, Inc., obligate each of the registrants to indemnify their directors and officers to the fullest extent permitted under the DGCL. The bylaws of Digital Fusion, Inc. differ in that they provide that no indemnification shall be made in respect of any claim, issue or matter—whether or not it is by or in the right of the corporation—as to which the indemnitee shall have been adjudged to be liable to the corporation unless, and only to the extent that, a court determines that such person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper. The certificate of incorporation of Kratos Mid-Atlantic, Inc. is silent with respect to the indemnification by the corporation of its directors and officers.

The bylaws of each of AI Metrix, Inc., Digital Fusion, Inc., Gichner Holdings, Inc., Gichner Systems Group, Inc., JMA Associates, Inc., and Kratos Government Solutions, Inc. obligate each of the registrants to pay in advance of the final disposition of any proceeding the expenses, including attorneys' fees, incurred by a director or officer in defending or otherwise being involved in such 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 that he or she is not entitled to be indemnified by the corporation. The bylaws of each of Kratos Commercial Solutions, Inc. and WFI NMC Corp. provide instead that each of the companies may pay in advance of the final disposition of any proceeding the expenses incurred by a director or officer in defending such proceeding, contingent upon the authorization of the board of directors and receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation. The bylaws of Charleston Marine Containers, Inc. provide that, if a person who may be entitled to indemnification requests that such person's expenses actually and reasonably incurred in connection with any proceeding, arbitration or investigation be paid by the registrant in advance of its final disposition, such request shall not be unreasonably refused, and a response to such request shall not be unreasonably delayed.

The bylaws of each of AI Metrix, Inc., Gichner Holdings, Inc., Gichner Systems Group, Inc., JMA Associates, Inc., Kratos Commercial Solutions, Inc., Kratos Government Solutions, Inc., and WFI NMC Corp. further provide that each of the registrants may maintain insurance to protect itself and any director or officer of the registrant against any expenses, liabilities or losses, whether or not the corporation would have the power to indemnify such person against such expenses, liabilities or losses under the DGCL. The bylaws of Digital Fusion, Inc., on the other hand, mandate that the registrant purchase and maintain insurance on behalf of any person who is or was or has agreed to serve as a

director or officer of the registrant against any liability asserted against and incurred by him or her or on his or her behalf in any such capacity, or arising out of his or her status as such, whether or not the registrant would have the power to indemnify him or her against such liability, so long as such insurance is available on acceptable terms as decided by the board of directors.

The bylaws of each of Gichner Holdings, Inc., Gichner Systems Group, Inc., JMA Associates, Inc., and Kratos Government Solutions, Inc. provide that each of the registrants shall indemnify any director or officer in connection with any proceeding (or part thereof) initiated by such director or officer only if such proceeding (or part thereof) was authorized by the board of directors of the corporation, or, as for Kratos Government Solutions, Inc. only, if such proceeding was brought to establish or enforce a right to indemnification under any agreement, statute or law.

(b) Dallastown Realty I, LLC and Dallastown Realty II, LLC are limited liability companies organized under the laws of Delaware.

Section 18-108 of the Delaware Limited Liability Company Act permits a limited liability company to indemnify any member or manager of the company from and against any and all claims and demands whatsoever.

Section 18-1101 of the Delaware Limited Liability Company Act permits a limited liability company to provide in its limited liability company agreement that a member, manager or other person shall not be liable for breach of contract and breach of duties to the limited liability company or to another member or manager or to another person that is a party to or is otherwise bound by the limited liability company agreement, except that a limited liability company agreement may not limit or eliminate liability for any act or omission that constitutes a bad faith violation of the implied contractual covenant of good faith and fair dealing.

The operating agreements of Dallastown Realty I, LLC, and Dallastown Realty II, LLC provide that each of the registrants shall indemnify and protect each member and manager against any and all claims, liabilities, costs and expenses (including but not limited to reasonable legal fees and costs) arising directly or indirectly from any suit, action, investigation or other proceeding (whether formal or informal) that is brought or threatened against a member or manager and is based on the acts or omissions of such member or manager on behalf of the registrant, unless such acts or omissions violate the operating agreement, constituted willful misconduct or resulted from a willful violation of criminal law. The registrant shall have no obligation to indemnify a member or manager to the extent, if any, that the member or manager is entitled to be indemnified by another source, such as, without limitation, an insurance company. If a member or manager incurs or pays an indemnified cost, the company shall reimburse the member or manager for the full amount of such indemnified cost.

Florida Registrant: Digital Fusion Solutions, Inc. is incorporated under the laws of Florida.

Section 607.0850 of the Florida Business Corporation Act provides that a corporation shall have power to indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the corporation), by reason of the fact that he is or was a director or officer 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 liability incurred in connection with such 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. A corporation may indemnify officers and directors in an action by or in the right of the corporation under the same conditions against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof, 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 unless judicially approved. Section 607.0850 of the Florida Business Corporation Act also provides that to the extent that a director, officer, employee, or agent of a corporation has been successful on the merits or otherwise in defense of any proceeding, claim, issue or matter referred to above, he must be indemnified against expenses actually and reasonably incurred.

Section 607.0831 of the Florida Business Corporation Act provides that a director shall not be personally liable for monetary damages to the corporation or any other person for any statement, vote, decision or failure to act regarding corporate management or policy by such director, unless the director breached or failed to perform his or her duties as a director and the director's breach of, or failure to perform, those duties constitutes: (i) a violation of criminal law, unless the director had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful, (ii) a transaction from which the director derived an improper personal benefit, either directly or indirectly; (iii) a circumstance under which the director is liable for unlawful distributions; (iv) in a proceeding by or in the right of the corporation to procure a judgment in its favor or by or in the right of a shareholder, conscious disregard for the best interest of the corporation, or willful misconduct; or (v) in a proceeding by or in the right of someone other than the corporation or a shareholder, recklessness or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

The articles of incorporation and the bylaws of Digital Fusion Solutions, Inc. provide that the registrant shall indemnify any officer, or director, or any former officer or director, to the full extent permitted by Florida law, including the advancement of related expenses, if such director or officer complies with the standard of conduct required by Florida law, as is described above. The bylaws provide further that the foregoing right of indemnification shall not be exclusive of other rights to which the director or officer, his heirs or personal representatives may be entitled and that the registrant may purchase insurance for the purpose of indemnifying directors and officers.

Georgia Registrant: Kratos Southeast, Inc. is incorporated under the laws of Georgia.

Sections 14-2-851 and 14-2-857 of the Georgia Business Corporation Code provide that a corporation may indemnify an individual who is made a party to a proceeding because he or she is or was a director or officer against liability incurred in the proceeding if: (1) the individual conducted himself or herself in good faith; and (2) the individual reasonably believed: (A) in the case of conduct in his or her official capacity with the corporation, that the conduct was in the corporation's best interests; and (B) in all other cases, that the conduct was at least not opposed to the corporation's best interests; and (C) in the case of any criminal proceeding, the individual had no reasonable cause to believe that his or her conduct was unlawful. A corporation may not indemnify a director or officer: (1) in connection with a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the director has met the relevant standard described above; or (2) in connection with any proceeding with respect to conduct for which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity. Sections 14-2-854 and 14-2-857 provide that indemnification is mandatory for an officer or director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a director of the corporation against reasonable expenses incurred by the director in connection with the proceeding.

Section 14-2-202(b)(4) of the Georgia Business Corporation Code permits a corporation to provide in its articles of incorporation that a director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for any action taken or any failure to take any action as a director, except for (a) any appropriation, in violation of his or her duties, of any business opportunity of the corporation; (b) acts or omissions which involve intentional misconduct or a knowing

violation of law; (c) liability for unlawful distributions; or (iv) any transaction from which the director received an improper personal benefit. Section 14-2-842 of the Georgia Business Corporation Code provides that an officer shall not be liable to the corporation or to its shareholders for any action taken as an officer or any failure to take any action if such officer performed the duties of the office (i) in a manner he or she believes in good faith to be in the best interests of the corporation and (ii) with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

The articles of incorporation and the bylaws of Kratos Southeast, Inc. exculpate the directors from liability for monetary damages to the fullest extent permitted by Georgia law.

The articles of incorporation also provide that the registrant shall, to the fullest extent permitted by the provisions of the Georgia Business Corporation Code, indemnify any and all persons whom it shall have power to indemnify from and against any and all of the expenses, liabilities or other matters referred to in, or covered by, Georgia law, and any such indemnification shall not be deemed exclusive of rights to which those indemnified may be entitled under any bylaw, vote of shareholders 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 or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

The bylaws provide also that expenses incurred in any claim, action, suit or proceeding may only be paid or reimbursed by the registrant in advance of the final disposition of such claim, action, suit or proceeding if authorized by the board of directors or shareholders upon receipt from the director or officer of (i) a written affirmation of his good faith belief either that be has met the relevant standard of conduct set forth in the Georgia Business Corporation Code or that the proceeding involves conduct for which liability has been eliminated under a provision of the articles of incorporation, and (ii) a written undertaking by such person to repay such advances if it ultimately shall be determined that such director or officer is not entitled to be indemnified. Additionally, the registrant may also purchase and maintain insurance, at its expense, on behalf of an individual who is or was a director or officer of the registrant against liability asserted against or incurred by him in any such capacity or arising from his status as a director or officer, whether or not the registrant would have the power to indemnify him against the same liability under its bylaws.

Indiana Registrants:

(a) Haverstick Consulting, Inc. and HGS Holdings, Inc. are incorporated under the laws of Indiana.

Sections 23-1-37-8 and 23-1-37-13 of the Indiana Business Corporation Law authorizes a corporation to indemnify an individual made a party to a proceeding because the individual is or was a director or officer against liability and reasonable expense incurred in the proceeding if the individual's conduct was in good faith and the individual reasonably believed: (A) in the case of conduct in the individual's official capacity with the corporation, that the individual's conduct was in its best interests; and (B) in all other cases, that the individual's conduct was at least not opposed to its best interests. In the case of any criminal proceeding a corporation to indemnify a director or officer if the he or she either: (A) had reasonable cause to believe the individual's conduct was lawful; or (B) had no reasonable cause to believe the individual's conduct was unlawful. Unless limited by its articles of incorporation, a corporation must indemnify a director who is wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because the director is or was a director of the corporation against reasonable expenses incurred by the director in connection with the proceeding. The indemnification explicitly provided for by the Indiana Business Corporation Law does not exclude any other rights to indemnification and advance for expenses that a person may have under a corporation's articles of incorporation or bylaws, a resolution of the board of directors or of the shareholders, or any other authorization by a majority vote of all the voting shares of the corporation.

Section 23-1-35-1(e) of the Indiana Business Corporation Law provides that a director shall not be liable for any action taken as a director or any failure to take any action, regardless of the nature of the alleged breach of duty, unless (i) the director has breached or failed to perform the duties of the director's office (1) in good faith, (2) with the care an ordinarily prudent person in a like position would exercise under similar circumstances and (3) in a manner the director reasonably believes to be in the best interests of the corporation and (ii) the breach or failure to perform constitutes willful misconduct or recklessness.

The articles of incorporation of each of Haverstick Consulting, Inc. and HGS Holdings, Inc. provide that the directors shall be immune from personal liability for any action taken as a director, or any failure to take any action, to the fullest extent permitted by the provisions of and the general principles of the Indiana Business Corporation Law.

The bylaws of each of Haverstick Consulting, Inc. and HGS Holdings, Inc. also authorize the indemnification provisions described above to the fullest extent permitted under Indiana law.

(b) Rocket Support Services LLC is a limited liability company organized under the laws of Indiana.

Section 23-18-2-2 of the Indiana Business Flexibility Act provides that, unless the limited liability company's articles of organization provide otherwise, every limited liability company has power to indemnify and hold harmless any member, manager, agent, or employee from and against any and all claims and demands, except in the case of action or failure to act by the member, agent, or employee which constitutes willful misconduct or recklessness and subject to any standards and restrictions set forth in a written operating agreement. Section 23-18-4-4 of the Indiana Business Flexibility Act provides that a written operating agreement may provide for indemnification of a member or manager for monetary damages for judgments, settlements, penalties, fines, or expenses incurred in a proceeding to which a person is a party because the person is or was a member or manager.

Section 23-18-4-2(a) of the Indiana Business Flexibility Act provides that, unless otherwise provided in a written operating agreement, a member or manager cannot be liable for damages to the limited liability company or to the members of the limited liability company for any action taken or failure to act on behalf of the limited liability company, unless the act or omission constitutes willful misconduct or recklessness.

The operating agreement of Rocket Support Services LLC provides that the registrant is obligated to indemnify the manager and any officer of the company against any liability or expense incurred with respect to claims asserted against the manager or such officer by reason of being the manager or officer of the registrant or arising out of or in connection with any action taken or failure to act for or on behalf of the registrant to the fullest extent permitted by law.

Maryland Registrant: Reality Based IT Services, Ltd. is incorporated under the laws of Maryland.

Section 2-418 of the Maryland General Corporation Law permits indemnification of any officer or director made a party to any proceeding by reason of service as an officer or director unless it is established that: (i) the act or omission of such person was material to the matter giving rise to the proceeding and was committed in bad faith or was the result of active and deliberate dishonesty; (ii) such person actually received an improper personal benefit in money, property or services; or (iii) in the case of any criminal proceeding, such person had reasonable cause to believe that the act or omission was unlawful. The indemnity may be against judgments, penalties, fines, settlements and reasonable expenses (including attorneys' fees) actually incurred by the director or officer in connection with the proceeding; but, if the proceeding is one by or in the right of the corporation, indemnification is not permitted with respect to any proceeding in which the director or officer has been adjudged to be liable to the corporation. If the proceeding is one charging improper personal benefit to the director or officer, whether or not involving action in the director's or officer's official capacity, indemnification

of the director or officer is not permitted if the director or officer was adjudged to be liable on the basis that personal benefit was improperly received. Unless limited by its charter, under section 2-418 of the Maryland General Corporation Law, a corporation is required to indemnify a director for reasonable expenses incurred if such individual has been successful, on the merits or otherwise, in defense of any proceeding arising out of such individual's official capacity. Indemnification under the provisions of Maryland law is not deemed exclusive of any other rights, by indemnification or otherwise, to which a director or officer may be entitled under the charter, bylaws, any resolution of stockholders or directors, any agreement or otherwise.

Section 2-405.1 of the Maryland General Corporation Law and Section 5-417 of the Maryland Courts and Judicial Proceedings Article provide that a director shall have no liability by reason of being or having been a director of a corporation if such director performs his or her duties (i) in good faith, (ii) in a manner he or she reasonably believes to be in the best interests of the corporation and (iii) with the care that an ordinarily prudent person in a like position would use under similar circumstances.

The certificate of incorporation and the bylaws of Reality Based IT Services, Ltd. are silent with respect to exculpation of directors from liability for monetary damages and indemnification by the registrant of its directors and officers.

Ohio Registrant: Haverstick Government Solutions, Inc. is incorporated under the laws of Ohio.

Section 1701.13(E)(1) of the Ohio Revised Code provides that a corporation may indemnify or agree to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed proceeding (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, against expenses and liability reasonably incurred by the director or officer in connection with such proceeding if the director or officer acted in good faith and in a manner such person 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 that this conduct was unlawful. In connection with any threatened, pending, or completed proceeding, by or in the right of the corporation to procure a judgment in its favor, no indemnification shall be made (subject to certain exceptions) if: (a) such person shall have been adjudged to be liable for negligence or misconduct in the performance of the person's duty to the corporation unless and only to the extent that the court in which the proceeding was brought shall determine upon application that, despite the adjudication of liability, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as such court shall deem proper; or (b) the only liability asserted against a director in a proceeding is for the director voting for or assenting to the following: the payment of a dividend or distribution, the making of a distribution of assets to shareholders, or the purchase or redemption of the corporation's own shares in violation of Ohio law or the corporation's articles of incorporation; a distribution of assets to shareholders during the winding up of the affairs of the corporation, or on dissolution or otherwise, without the payment of all known obligations of the corporation or without making adequate provision for their payment; or the making of a loan, other than in the usual course of business, to an officer, director or shareholder of the corporation other than in the case of at the time of the making of the loan, a majority of the disinterested directors of the corporation voted for the loan and taking into account the terms and provisions of the loan and other relevant factors, determined that the making of the loan could reasonably be expected to benefit the corporation. The Ohio Revised Code further provides that, to the extent that a director, trustee, officer, employee, member, manager, or agent has been successful on the merits or otherwise in defense of any action, suit, or proceeding, or in defense of any claim, issue, or matter therein, the corporation must indemnify him against expenses, including attorney's fees, actually and reasonably incurred by him in connection with the action, suit, or proceeding.

Section 1701.59(D) of the Ohio Revised Code provides that, unless otherwise provided in the articles of incorporation or bylaws, a director shall be liable in damages for any action that the director takes or fails to take as a director only if it is proved by clear and convincing evidence in a court of competent jurisdiction that the director's action or failure to act involved an act or omission undertaken with deliberate intent to cause injury to the corporation or undertaken with reckless disregard for the best interests of the corporation.

The bylaws of Haverstick Government Solutions, Inc. provide that the registrant shall indemnify each person who is made or threatened to be made a party to any proceeding, whether brought by or in the right of the registrant, by reason of the fact that such person is or was a director or officer, against all costs and expenses actually and reasonably incurred by such person concerning, or in connection with, the defense of any claim asserted or suit or proceeding brought against such person by reason of that person's conduct, actions or inaction in such capacity, at the time of incurring such costs or expenses, except costs and expenses incurred in relation to matters as to which such person shall have been willfully derelict in the performance of such person's duty, as determined by the final adjudication of such proceeding or, in a matter not falling within above, as determined by a majority of disinterested members of the board of directors or a majority of a committee of disinterested shareholders of the registrant. The registrant may also make advances against costs, expenses and fees, as and upon the terms, determined by the board of directors. The bylaws also provide that, to the extent any of these indemnification provisions prove to be ineffective for any reason in furnishing the indemnification provided, each of the persons named above shall be indemnified by the registrant to the full extent authorized by Ohio law.

Registrants in Texas:

(a) Kratos Texas, Inc. is incorporated under the laws of Texas.

Article 2.02-1 of the Texas Business Corporation Act provides that any director or officer of a Texas corporation may be indemnified against judgments, penalties, fines, settlements and reasonable expenses actually incurred by the person in connection with or in defending any action, suit or proceeding in which he was, is, or is threatened to be made a named defendant by reason of his position as director or officer, provided that (1) he conducted himself in good faith; and (2) he reasonably believed that, in the case of conduct in his official capacity as a director or officer of the corporation, such conduct was in the corporation's best interests, and, in all other cases, that such conduct was at least not opposed to the corporation's best interests; and (3) in the case of a criminal proceeding, he had no reasonable cause to believe his conduct was unlawful. A corporation may indemnify a director or officer in respect of a proceeding in which he is found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in his official capacity, or in which he is found liable to the corporation, but the indemnification is limited to reasonable expenses actually incurred by him in connection with the proceeding and shall not be made in respect of any proceeding in which he shall have been found liable for willful or intentional misconduct in the performance of his duty to the corporation. If a director or officer is wholly successful, on the merits or otherwise, in connection with such a proceeding, such indemnification is mandatory.

Section 7.001 of the Texas Business Organizations Code provides that the articles of incorporation of a corporation may provide that directors are not liable, or are liable only to the extent provided by the articles of incorporation, to the corporation for monetary damages for an act or omission by the person in the person's capacity as a director, except to the extent the director is found liable for (i) a breach of the person's duty of loyalty, if any, to the corporation or the stockholders, (ii) an act or omission not in good faith that either constitutes a breach of duty of the director to the corporation or involves intentional misconduct or a knowing violation of law, (iii) a transaction from which the person received an improper benefit, regardless of whether the benefit resulted from an action taken within

the scope of the person's duties; or (iv) an act or omission for which the liability of a director is expressly provided by an applicable statute.

The articles of incorporation of Kratos Texas, Inc. exculpate the directors of the registrant from liability for monetary damages to the fullest extent permitted by Texas law.

The articles of incorporation of Kratos Texas, Inc. also provide that the registrant (a) must indemnify directors to the extent permitted under Texas law, and (b) agrees to advance the reasonable expenses of a director after the registrant receives a written affirmation by the director of his good faith belief that he has met the standard of conduct necessary for indemnification and a written undertaking by or on behalf of the director to repay the amount paid or reimbursed if it is ultimately determined that he has not met that standard or if it is ultimately determined that indemnification of the director against expenses incurred by him in connection with that proceeding is prohibited. These indemnification rights are not exclusive of any other rights to which any director of the registrant may be entitled under any agreement, pursuant to a vote of the board of directors, any committee thereof or the shareholders, as a matter of law or otherwise, either as to action in his official capacity or as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director and shall inure to the benefit of the heirs, executors and administrators of such person.

The bylaws of Kratos Texas, Inc. further provide that the corporation shall indemnify to the maximum extent permitted by Texas law any director or officer who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that he is or was a director or officer of the registrant against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such proceeding if: (i) in the case of a criminal proceeding, such person had no reasonable cause to believe the conduct of the person was unlawful, and (ii) in the case of any action other than one brought by or in the right of the registrant to procure a judgment in its favor, such person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and, (iii) in the case of an action by or in the right of the registrant to procure a judgment in its favor, such person acted in good faith, in a manner such person believed to be in or not opposed to the best interests of this corporation and its shareholders. No indemnification shall be made in the case of an action by or in the right of the registrant to procure a judgment in its favor, however, with respect to 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 in which such action or suit was brought shall determine upon application that such person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

The bylaws of Kratos Texas, Inc. also establish that expenses incurred by an officer as well as a director in defending a proceeding may be paid by the registrant in advance of the final disposition of such proceeding as authorized by the board of directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation as authorized in these bylaws, and that these indemnification rights shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such person. The registrant is also entitled to purchase and maintain insurance on behalf of any person who is or was a director or officer against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the registrant would have the power to indemnify him against such liability under its bylaws.

(b) Kratos Southwest, L.P., is a limited partnership organized under the laws of Texas.

Section 11.02 of the Texas Revised Limited Partnership Act provides that a limited partnership may indemnify a person who was, is or is threatened to be made a named defendant or respondent in a

proceeding because the person was is or was a general partner of a limited partnership, and it is determined that the person (i) acted in good faith, and (ii) reasonably believed, in cases regarding the person's conduct in the official capacity of general partner, that such conduct was in the best interests of the partnership, and in all other cases, that the person's conduct was at least not opposed to the partnership's best interests, and (iii) in the case of a criminal proceeding, the person had no reasonable cause to believe that the conduct was unlawful. Pursuant to Section 11.17 of the Texas Revised Limited Partnership Act, a limited partnership may further indemnify and advance expenses to a limited partner, employee, agent, or person serving at the request of the limited partnership as a representative of another enterprise, if so provided by the partnership agreement. The Texas Revised Limited Partnership Act is silent as to exculpation of partners.

The agreement of limited partnership of Kratos Southwest, L.P. provides that the general partner shall be indemnified and held harmless by the partnership, to the full extent permitted under the laws of the State of Texas, to the extent that the partnership assets are sufficient therefore, from and against any and all claims, demands, liabilities, costs, damages, and cause of action arising out of the general partners' management of the partnership affairs, except where the claim at issue is based upon gross negligence, bad faith, breach of any material provision of the partnership agreement, or willful misconduct of the general partner. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies, and recourse to which the general partner shall be entitled. This indemnification shall include the payment of reasonable attorney's fees and other expenses incurred in settling or defending any claims, threatened action, or finally adjudicated legal proceedings. The liability of the limited partners shall be limited to the amount which they have contributed and agreed to contribute to the partnership, and the total amount of all capital contributions returned to such limited partner together with interest thereon necessary to discharge partnership liabilities to all creditors who extend credit or whose claims arose before such return.

Virginia Registrants: Defense Systems, Inc. and DTI Associates, Inc. are incorporated under the laws of Virginia.

Sections 13.1-697 and 13.1-702 of the Virginia Stock Corporation Act provides that a corporation may indemnify an individual made a party to a proceeding because he is or was a director or officer against liability incurred in the proceeding if the director conducted himself in good faith and believed: (a) in the case of conduct in his official capacity with the corporation, that his conduct was in its best interests; and (b) in all other cases, that his conduct was at least not opposed to its best interests; and (c) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful. A corporation may not indemnify a director under this section (i) in connection with a proceeding by or in the right of the corporation, except for reasonable expenses incurred in connection with the proceeding, if it is determined that the director has met the standard of conduct described above, or (ii) in connection with any other proceeding charging improper personal benefit to the director, whether or not involving action in his official capacity, in which he was adjudged liable on the basis that personal benefit was improperly received by him. Unless limited by its articles of incorporation, a corporation shall indemnify a director who entirely prevails in the defense of any proceeding to which he was a party because he is or was a director of the corporation against reasonable expenses incurred by him in connection with the proceeding. Any corporation also has the power to make any further indemnity beyond the provisions contained in the Virginia Stock Corporation Act, including indemnity with respect to a proceeding by or in the right of the corporation, and to make additional provision for advances and reimbursement of expenses, to any director or officer that may be authorized by the articles of incorporation or any bylaw, except an indemnity against (i) his willful misconduct, or (ii) a knowing violation of the criminal law.

Section 13.1-690(C) of the Virginia Stock Corporation Act provides that a director shall not be liable for any action taken as a director or any failure to take any action if such director performed the

duties of the office in accordance with his or her good faith business judgment of the best interests of the corporation.

The articles of incorporation of Defense Systems, Inc. provide that directors and officers shall only be liable for actions taken as a director or officer to the extent provided by the law of the Commonwealth of Virginia. Further, the registrant shal1 indemnify, to the fullest extent permitted and required by the Virginia Stock Corporation Act, its directors and officers who are made a party to any proceeding by reason of their office for acts or omissions performed in their official capacity.

The articles of incorporation of DTI Associates, Inc. provide that the registrant shall indemnify an individual against liability who has at any time served or serves as a director or officer of the registrant and is made a party to a proceeding because he is or was a director or officer of the registrant, if he conducted himself in good faith and believed his conduct to be in the best interests of the registrant or at least not opposed to its best interests, or had no reasonable cause to believe his conduct was unlawful. The registrant shall not indemnify an individual against liability in connection with any proceeding in which he is adjudged liable to the corporation or in which it is charged that personal benefit was improperly received by him, whether or not the action was performed in official capacity.

Item 21. Exhibits and Financial Statement Schedules.

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed-Furnished Herewith
		Form	Filing Date/ Period End Date	
3.1	Amended and Restated Certificate of Incorporation of Kratos Defense & Security Solutions, Inc.	10-Q	09/30/01	
3.2	Certificate of Ownership and Merger of Kratos Defense & Security Solutions, Inc. into Wireless Facilities, Inc.	8-K	09/12/07	
3.3	Certificate of Amended to Amended and Restated Certificate of Incorporation of Kratos Defense & Security Solutions, Inc.	10-Q	09/27/09	
3.4	Amended and Restated Bylaws of Kratos Defense & Security Solutions, Inc.	8-K	05/17/10	
3.5	Certificate of Designations, Preferences and Rights of Series A Preferred Stock of Kratos Defense & Security Solutions, Inc.	10-Q	09/30/01	
3.6	Certificate of Designations, Preferences and Rights of Series B Preferred Stock of Kratos Defense & Security Solutions, Inc.	8-K/A	06/05/02	
3.7	Certificate of Designation of Series C Preferred Stock of Kratos Defense & Security Solutions, Inc.	8-K	12/17/04	
3.8	Second Amended and Restated Certificate of Incorporation of AI Metrix, Inc., as amended			*
3.9	Bylaws of AI Metrix, Inc.			*
3.10	Certificate of Incorporation of Charleston Marine Containers Inc.			*
3.11	Bylaws of Charleston Marine Containers Inc.			*

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed-Furnished Herewith
		Form	Filing Date/ Period End Date	
3.12	Certificate of Formation of Dallastown Realty I, LLC			*
3.13	Restated Operating Agreement of Dallastown Realty I, LLC			*
3.14	Certificate of Formation of Dallastown Realty II, LLC			*
3.15	Restated Operating Agreement of Dallastown Realty II, LLC			*
3.16	Amended and Restated Articles of Incorporation of Defense Systems, Incorporated			*
3.17	Bylaws of Defense Systems, Incorporated			*
3.18	Amended and Restated Certificate of Incorporation of Digital Fusion, Inc.			*
3.19	Amended and Restated Bylaws of Digital Fusion, Inc.			*
3.20	Amended and Restated Articles of Incorporation of Digital Fusion Solutions, Inc., as amended			*
3.21	Bylaws of Digital Fusion Solutions, Inc.			*
3.22	Articles of Incorporation of DTI Associates, Inc., as amended			*
3.23	Bylaws of DTI Associates, Inc.			*
3.24	Certificate of Incorporation of Gichner Holdings, Inc., as amended			*
3.25	Bylaws of Gichner Holdings, Inc.			*
3.26	Certificate of Incorporation of Gichner Systems Group, Inc., as amended			*
3.27	Bylaws of Gichner Systems Group, Inc.			*
3.28	Amended and Restated Certificate of Incorporation of Gichner Systems International, Inc., as amended			*
3.29	Bylaws of Gichner Systems International, Inc.			*
3.30	Fourth Amended and Restated Articles of Incorporation of Haverstick Consulting, Inc.			*
3.31	Amended and Restated Code of Bylaws of Haverstick Consulting, Inc.			*
3.32	Articles of Incorporation of Haverstick Government Solutions, Inc., as amended			*
3.33	Regulations of Haverstick Government Solutions, Inc.			*
3.34	Articles of Incorporation of HGS Holdings, Inc.			*

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed-Furnished Herewith
		Form	Filing Date/ Period End Date	
3.35	Bylaws of HGS Holdings, Inc.			*
3.36	First Amended and Restated Certificate of Incorporation of JMA Associates, Inc.			*
3.37	Bylaws of JMA Associates, Inc.			*
3.38	Certificate of Incorporation of Kratos Commercial Solutions, Inc., as amended			*
3.39	Amended and Restated Bylaws of Kratos Commercial Solutions, Inc.			*
3.40	Amended and Restated Certificate of Incorporation of Kratos Government Solutions, Inc., as amended			*
3.41	Bylaws of Kratos Government Solutions, Inc.			*
3.42	Certificate of Incorporation of Kratos Mid-Atlantic, Inc., as amended			*
3.43	Bylaws of Kratos Mid-Atlantic, Inc.			*
3.44	Amended and Restated Articles of Incorporation of Kratos Southeast, Inc., as amended			*
3.45	Amended and Restated Bylaws of Kratos Southeast, Inc.			*
3.46	Certificate of Limited Partnership of Kratos Southwest L.P., as amended			*
3.47	Agreement of Limited Partnership of Kratos Southwest L.P. (f/k/a Enco Systems Partnership, Ltd.)			*
3.48	Articles of Incorporation of Kratos Texas, Inc., as amended			*
3.49	Bylaws of Kratos Texas, Inc.			*
3.50	Articles of Incorporation of Madison Research Corporation, as amended			*
3.51	Bylaws of Madison Research Corporation			*
3.52	Second Amended and Restated Articles of Incorporation of Polexis, Inc., as amended			*
3.53	Bylaws of Polexis, Inc., as amended			*
3.54	Articles of Incorporation of Reality Based IT Services, Ltd., as amended			*
3.55	Amended and Restated Bylaws of Reality Based IT Services, Ltd.			*
3.56	Articles of Organization of Rocket Support Services, LLC			*
3.57	Amended and Restated Operating Agreement of Rocket Support Services, LLC			*

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed-Furnished Herewith
		Form	Filing Date/ Period End Date	
3.58	Articles of Incorporation of Shadow I, Inc.			*
3.59	Bylaws of Shadow I, Inc.			*
3.60	Articles of Incorporation of Shadow II, Inc.			*
3.61	Bylaws of Shadow II, Inc.			*
3.62	Articles of Incorporation of Shadow III, Inc.			*
3.63	Bylaws of Shadow III, Inc.			*
3.64	Articles of Incorporation of Summit Research Corporation, as amended			*
3.65	Amended and Restated Bylaws of Summit Research Corporation			*
3.66	Amended and Restated Articles of Incorporation of SYS			*
3.67	Bylaws of SYS			*
3.68	Certificate of Incorporation of WFI NMC Corp.			*
3.69	Bylaws of WFI NMC Corp.			*
4.1	Form of 10% Senior Secured Notes due 2017			*
4.2	Indenture, dated as of May 19, 2010, by and among Kratos Defense & Security Solutions, Inc., the Guarantors and Wilmington Trust FSB as Trustee and Collateral Agent	8-K	May 25, 2010	
5.1	Opinion of Morrison & Foerster LLP			*
5.2	Opinion of Sheppard, Mullin, Richter & Hampton LLP			*
10.1	Registration Rights Agreement, dated as of May 19, 2010, by and among Kratos Defense & Security Solutions, Inc., the Guarantors and Jefferies & Company, Inc., B. Riley & Co., LLC, Imperial Capital, LLC, Keybanc Capital Markets Inc. and Noble International Investments, Inc.	8-K	May 25, 2010	
10.2	Security Agreement, dated as of May 19, 2010, by and among Kratos Defense & Security Solutions, Inc., the Guarantors and Wilmington Trust FSB as Collateral Agent	8-K	May 25, 2010	
10.3	Intercreditor Agreement, dated as of May 19, 2010, by and among Kratos Defense & Security Solutions, Inc., the Guarantors, Wilmington Trust FSB, as Indenture Agent and KeyBank National Association, as Credit Facility Agent	8-K	May 25, 2010	

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed-Furnished Herewith
		Form	Filing Date/ Period End Date	
10.4	Purchase Agreement, dated as of May 12, 2010, by and among Kratos Defense & Security Solutions, Inc., the Guarantors and Jefferies & Company, Inc., B. Riley & Co., LLC, Imperial Capital, LLC, Keybanc Capital Markets Inc. and Noble International Investments, Inc.	8-K	May 25, 2010	
12.1	Statement of computation of ratio of earnings to fixed charges			*
23.1	Consent of Morrison & Foerster LLP (included in Exhibit 5.1)			
23.2	Consent of Sheppard Mullin Richter & Hampton LLP (included in Exhibit 5.2)			
23.3	Consent of Grant Thornton LLP			*
23.4	Consent of Plante & Moran, PLLC			*
24.1	Powers of attorney (included in signature pages of the Registration Statement)			
25.1	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, of Trustee under the Indenture			*
99.1	Form of Letter of Transmittal			*
99.2	Form of Notice of Guaranteed Delivery			*
99.3	Form of Letter to Registered Holders and Depository Trust Company Participants			*
99.4	Form of Letter to Clients			*

* Filed/Furnished Herewith

Item 22. Undertakings.

Each of the undersigned co-registrants hereby undertakes:

(1) That, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(2) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director,

officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(3) To file, during any period during which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(4) That, for purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(5) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(6) To respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11 or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(7) To supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in this registration statement when it became effective.

(8) That, for purposes of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the

registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(9) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities: Each of the undersigned co-registrants undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 28th day of June, 2010.

KRATOS DEFENSE & SECURITY
SOLUTIONS, INC.

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned directors and officers of the Registrant, a Delaware corporation, which is filing a Registration Statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and the Power of Attorney has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President, Chief Executive Officer and Director (Principal Executive Officer)	June 28, 2010
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	June 28, 2010
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, Secretary and Treasurer (Principal Accounting Officer)	June 28, 2010

Signature	Title	Date
/s/ SCOTT I. ANDERSON		
Scott I. Anderson	Director	June 28, 2010
/s/ BANDEL L. CARANO		
Bandel L. Carano	Director	June 28, 2010
/s/ WILLIAM A. HOGLUND		
William A. Hoglund	Director	June 28, 2010
/s/ SCOT B. JARVIS		
Scot B. Jarvis	Director	June 28, 2010
/s/ SAMUEL LIBERATORE		
Samuel Liberatore	Director	June 28, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 28th day of June, 2010.

AI METRIX, INC.
CHARELSTON MARINE CONTAINERS, INC.
DEFENSE SYSTEMS, INC.
DIGITAL FUSION, INC.
DIGITAL FUSION SOLUTIONS, INC.
GICHNER HOLDINGS, INC.
GICHNER SYSTEMS GROUP, INC.
GICHNER SYSTEMS INTERNATIONAL, INC.
KRATOS COMMERCIAL SOLUTIONS, INC.
KRATOS MID-ATLANTIC, INC.
KRATOS SOUTHEAST, INC.
KRATOS TEXAS, INC.
MADISON RESEARCH CORPORATION
POLEXIS, INC.
REALITY BASED IT SERVICES, LTD.
SHADOW I, INC.
SHADOW II, INC.
SHADOW III, INC.
SUMMIT RESEARCH CORPORATION
SYS
WFI NMC CORP.

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned directors and officers of the Registrant, a Delaware corporation, which is filing a Registration Statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and the Power of Attorney has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President, Chief Executive Officer and Director (Principal Executive Officer)	June 28, 2010
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President, Chief Financial Officer and Director (Principal Financial Officer)	June 28, 2010
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, Secretary, Treasurer and Director (Principal Accounting Officer)	June 28, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 28th day of June, 2010.

DTI ASSOCIATES, INC.
HAVERSTICK CONSULTING, INC.
HAVERSTICK GOVERNMENT SOLUTIONS, INC.
HGS HOLDINGS, INC.

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned directors and officers of the Registrant, a Delaware corporation, which is filing a Registration Statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and the Power of Attorney has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President, Chief Executive Officer and Director (Principal Executive Officer)	June 28, 2010
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President, Chief Financial Officer and Director (Principal Financial Officer)	June 28, 2010

Signature	Title	Date
/s/ LAURA L. SIEGAL Laura L. Siegal	Assistant Secretary and Director (Principal Accounting Officer)	June 28, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 28th day of June, 2010.

DALLASTOWN REALTY I, LLC
By: Its Member and Manager

GICHNER HOLDINGS, INC.
a Delaware corporation

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned directors and officers of the Registrant, a Delaware corporation, which is filing a Registration Statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and the Power of Attorney has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President and Chief Executive Officer of registrant (Principal Executive Officer) Director of Gichner Holdings, Inc.	June 28, 2010
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President and Chief Financial Officer of registrant (Principal Financial Officer) Director of Gichner Holdings, Inc.	June 28, 2010

Signature	Title	Date
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, Secretary and Treasurer of registrant (Principal Accounting Officer) Director of Gichner Holdings, Inc.	June 28, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 28th day of June, 2010.

DALLASTOWN REALTY II, LLC
By: Its Member and Manager

DALLASTOWN REALTY I, LLC
a Delaware limited liability company
By: Its Member and Manager

GICHNER HOLDINGS, INC.
a Delaware corporation

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned directors and officers of the Registrant, a Delaware corporation, which is filing a Registration Statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and the Power of Attorney has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President and Chief Executive Officer of registrant (Principal Executive Officer) Director of Gichner Holdings, Inc.	June 28, 2010

Signature	Title	Date
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President and Chief Financial Officer of registrant (Principal Financial Officer) Director of Gichner Holdings, Inc.	June 28, 2010
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, Secretary and Treasurer of registrant (Principal Accounting Officer) Director of Gichner Holdings, Inc.	June 28, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 28th day of June, 2010.

JMA ASSOCIATES, INC.

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned directors and officers of the Registrant, a Delaware corporation, which is filing a Registration Statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and the Power of Attorney has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President, Chief Executive Officer and Director (Principal Executive Officer)	June 28, 2010
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President, Chief Financial Officer and Director (Principal Financial Officer)	June 28, 2010
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, Secretary and Treasurer (Principal Accounting Officer)	June 28, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 28th day of June, 2010.

KRATOS GOVERNMENT SOLUTIONS, INC.

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned directors and officers of the Registrant, a Delaware corporation, which is filing a Registration Statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and the Power of Attorney has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President, Chief Executive Officer and Director (Principal Executive Officer)	June 28, 2010
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President, Chief Financial Officer and Director (Principal Financial Officer)	June 28, 2010
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, Secretary, Treasurer and Director (Principal Accounting Officer)	June 28, 2010
/s/ WILLIAM HOGLUND William Hoglund	Director	June 28, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 28th day of June, 2010.

KRATOS SOUTHWEST, L.P.
By: Its General Partner

KRATOS TEXAS, INC.
a Texas corporation

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned directors and officers of the Registrant, a Delaware corporation, which is filing a Registration Statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and the Power of Attorney has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President and Chief Executive Officer of registrant (Principal Executive Officer) Director of Kratos Texas, Inc.	June 28, 2010
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President and Chief Financial Officer of registrant (Principal Financial Officer) Director of Kratos Texas, Inc.	June 28, 2010
/s/ LAURA L. SIEGAL Laura L. Siegal	Vice President, Corporate Controller, Secretary and Treasurer of registrant (Principal Accounting Officer) Director of Kratos Texas, Inc.	June 28, 2010

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 28th day of June, 2010.

ROCKET SUPPORT SERVICES, LLC
By: Its Member and Manager

HGS HOLDINGS, INC.
a Indiana corporation

By: /s/ ERIC M. DEMARCO

Eric M. DeMarco
President and Chief Executive Officer

POWER OF ATTORNEY

Know all men by these presents, that the undersigned directors and officers of the Registrant, a Delaware corporation, which is filing a Registration Statement on Form S-4 with the Securities and Exchange Commission, Washington, D.C. 20549 under the provisions of the Securities Act of 1933, as amended, hereby constitute and appoint Eric M. DeMarco and Deanna H. Lund, and each of them, the individual's true and lawful attorney-in-fact and agents, with full power of substitution and resubstitution, for the person and in his or her name, place and stead, in any and all capacities, to sign such registration statement and any or all amendments, including post-effective amendments to the registration statement, including a prospectus or an amended prospectus therein and any registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all other documents in connection therewith to be filed with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact as agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement and the Power of Attorney has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ ERIC M. DEMARCO Eric M. DeMarco	President and Chief Executive Officer of registrant (Principal Executive Officer) Director of HGS Holdings, Inc.	June 28, 2010
/s/ DEANNA H. LUND Deanna H. Lund	Executive Vice President and Chief Financial Officer of registrant (Principal Financial Officer) Director of HGS Holdings, Inc.	June 28, 2010
/s/ LAURA L. SIEGAL Laura L. Siegal	Assistant Secretary of registrant (Principal Accounting Officer) Director of HGS Holdings, Inc.	June 28, 2010

EXHIBIT INDEX

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed-Furnished Herewith
		Form	Filing Date/ Period End Date	
3.1	Amended and Restated Certificate of Incorporation of Kratos Defense & Security Solutions, Inc.	10-Q	09/30/01	
3.2	Certificate of Ownership and Merger of Kratos Defense & Security Solutions, Inc. into Wireless Facilities, Inc.	8-K	09/12/07	
3.3	Certificate of Amended to Amended and Restated Certificate of Incorporation of Kratos Defense & Security Solutions, Inc.	10-Q	09/27/09	
3.4	Amended and Restated Bylaws of Kratos Defense & Security Solutions, Inc.	8-K	05/17/10	
3.5	Certificate of Designations, Preferences and Rights of Series A Preferred Stock of Kratos Defense & Security Solutions, Inc.	10-Q	09/30/01	
3.6	Certificate of Designations, Preferences and Rights of Series B Preferred Stock of Kratos Defense & Security Solutions, Inc.	8-K/A	06/05/02	
3.7	Certificate of Designation of Series C Preferred Stock of Kratos Defense & Security Solutions, Inc.	8-K	12/17/04	
3.8	Second Amended and Restated Certificate of Incorporation of AI Metrix, Inc., as amended			*
3.9	Bylaws of AI Metrix, Inc.			*
3.10	Certificate of Incorporation of Charleston Marine Containers Inc.			*
3.11	Bylaws of Charleston Marine Containers Inc.			*
3.12	Certificate of Formation of Dallastown Realty I, LLC			*
3.13	Restated Operating Agreement of Dallastown Realty I, LLC			*
3.14	Certificate of Formation of Dallastown Realty II, LLC			*
3.15	Restated Operating Agreement of Dallastown Realty II, LLC			*
3.16	Amended and Restated Articles of Incorporation of Defense Systems, Incorporated			*
3.17	Bylaws of Defense Systems, Incorporated			*
3.18	Amended and Restated Certificate of Incorporation of Digital Fusion, Inc.			*
3.19	Amended and Restated Bylaws of Digital Fusion, Inc.			*
3.20	Amended and Restated Articles of Incorporation of Digital Fusion Solutions, Inc., as amended			*
3.21	Bylaws of Digital Fusion Solutions, Inc.			*

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed-Furnished Herewith
		Form	Filing Date/ Period End Date	
3.22	Articles of Incorporation of DTI Associates, Inc., as amended			*
3.23	Bylaws of DTI Associates, Inc.			*
3.24	Certificate of Incorporation of Gichner Holdings, Inc., as amended			*
3.25	Bylaws of Gichner Holdings, Inc.			*
3.26	Certificate of Incorporation of Gichner Systems Group, Inc., as amended			*
3.27	Bylaws of Gichner Systems Group, Inc.			*
3.28	Amended and Restated Certificate of Incorporation of Gichner Systems International, Inc., as amended			*
3.29	Bylaws of Gichner Systems International, Inc.			*
3.30	Fourth Amended and Restated Articles of Incorporation of Haverstick Consulting, Inc.			*
3.31	Amended and Restated Code of Bylaws of Haverstick Consulting, Inc.			*
3.32	Articles of Incorporation of Haverstick Government Solutions, Inc., as amended			*
3.33	Regulations of Haverstick Government Solutions, Inc.			*
3.34	Articles of Incorporation of HGS Holdings, Inc.			*
3.35	Bylaws of HGS Holdings, Inc.			*
3.36	First Amended and Restated Certificate of Incorporation of JMA Associates, Inc.			*
3.37	Bylaws of JMA Associates, Inc.			*
3.38	Certificate of Incorporation of Kratos Commercial Solutions, Inc., as amended			*
3.39	Amended and Restated Bylaws of Kratos Commercial Solutions, Inc.			*
3.40	Amended and Restated Certificate of Incorporation of Kratos Government Solutions, Inc., as amended			*
3.41	Bylaws of Kratos Government Solutions, Inc.			*
3.42	Certificate of Incorporation of Kratos Mid-Atlantic, Inc., as amended			*
3.43	Bylaws of Kratos Mid-Atlantic, Inc.			*
3.44	Amended and Restated Articles of Incorporation of Kratos Southeast, Inc., as amended			*
3.45	Amended and Restated Bylaws of Kratos Southeast, Inc.			*

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed-Furnished Herewith
		Form	Filing Date/ Period End Date	
3.46	Certificate of Limited Partnership of Kratos Southwest L.P., as amended			*
3.47	Agreement of Limited Partnership of Kratos Southwest L.P. (f/k/a Enco Systems Partnership, Ltd.)			*
3.48	Articles of Incorporation of Kratos Texas, Inc., as amended			*
3.49	Bylaws of Kratos Texas, Inc.			*
3.50	Articles of Incorporation of Madison Research Corporation, as amended			*
3.51	Bylaws of Madison Research Corporation			*
3.52	Second Amended and Restated Articles of Incorporation of Polexis, Inc., as amended			*
3.53	Bylaws of Polexis, Inc., as amended			*
3.54	Articles of Incorporation of Reality Based IT Services, Ltd., as amended			*
3.55	Amended and Restated Bylaws of Reality Based IT Services, Ltd.			*
3.56	Articles of Organization of Rocket Support Services, LLC			*
3.57	Amended and Restated Operating Agreement of Rocket Support Services, LLC			*
3.58	Articles of Incorporation of Shadow I, Inc.			*
3.59	Bylaws of Shadow I, Inc.			*
3.60	Articles of Incorporation of Shadow II, Inc.			*
3.61	Bylaws of Shadow II, Inc.			*
3.62	Articles of Incorporation of Shadow III, Inc.			*
3.63	Bylaws of Shadow III, Inc.			*
3.64	Articles of Incorporation of Summit Research Corporation, as amended			*
3.65	Amended and Restated Bylaws of Summit Research Corporation			*
3.66	Amended and Restated Articles of Incorporation of SYS			*
3.67	Bylaws of SYS			*
3.68	Certificate of Incorporation of WFI NMC Corp.			*
3.69	Bylaws of WFI NMC Corp.			*
4.1	Form of 10% Senior Secured Notes due 2017			*
4.2	Indenture, dated as of May 19, 2010, by and among Kratos Defense & Security Solutions, Inc., the Guarantors and Wilmington Trust FSB as Trustee and Collateral Agent	8-K	May 25, 2010	

Exhibit Number	Exhibit Description	Incorporated by Reference		Filed-Furnished Herewith
		Form	Filing Date/ Period End Date	
5.1	Opinion of Morrison & Foerster LLP			*
5.2	Opinion of Sheppard Mullin Richter & Hampton LLP			*
10.1	Registration Rights Agreement, dated as of May 19, 2010, by and among Kratos Defense & Security Solutions, Inc., the Guarantors and Jefferies & Company, Inc., B. Riley & Co., LLC, Imperial Capital, LLC, Keybanc Capital Markets Inc. and Noble International Investments, Inc.	8-K	May 25, 2010	
10.2	Security Agreement, dated as of May 19, 2010, by and among Kratos Defense & Security Solutions, Inc., the Guarantors and Wilmington Trust FSB as Collateral Agent	8-K	May 25, 2010	
10.3	Intercreditor Agreement, dated as of May 19, 2010, by and among Kratos Defense & Security Solutions, Inc., the Guarantors, Wilmington Trust FSB, as Indenture Agent and KeyBank National Association, as Credit Facility Agent	8-K	May 25, 2010	
10.4	Purchase Agreement, dated as of May 12, 2010, by and among Kratos Defense & Security Solutions, Inc., the Guarantors and Jefferies & Company, Inc., B. Riley & Co., LLC, Imperial Capital, LLC, Keybanc Capital Markets Inc. and Noble International Investments, Inc.	8-K	May 25, 2010	
12.1	Statement of computation of ratio of earnings to fixed charges			*
23.1	Consent of Morrison & Foerster LLP (included in Exhibit 5.1)			
23.2	Consent of Sheppard Mullin Richter & Hampton LLP (included in Exhibit 5.2)			
23.3	Consent of Grant Thornton LLP			*
23.4	Consent of Plante & Moran, PLLC			*
24.1	Powers of attorney (included in signature pages of the Registration Statement)			
25.1	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, of Trustee under the Indenture			*
99.1	Form of Letter of Transmittal			*
99.2	Form of Notice of Guaranteed Delivery			*
99.3	Form of Letter to Registered Holders and Depository Trust Company Participants			*
99.4	Form of Letter to Clients			*

* Filed/Furnished Herewith

Exhibit 3.8

State of Delaware
Secretary of State
Division of Corporations
Delivered ,36:30 PM 11,_b .2L;03
FILED . 6:20 PM 11/10/2003
SRV 030721381—3419549 FILE

SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
of
AI METRIX, INC.

(filed pursuant to Section 242 and
245 of the Delaware General Corporation Law)

The undersigned officer of Ai Metrix, Inc., a corporation organized and existing under and pursuant to the provisions of the General Corporation Law of the State of Delaware (the "*Corporation*"), for the purposes herein stated, does hereby certify:

1. The name of the Corporation is Ai Metrix, Inc. The name under which the Corporation was originally incorporated was Ai Metrix, Inc.

2. The date of the filing of the original Certificate of Incorporation of the Corporation with the Secretary of State of the State of Delaware was August 24, 2001. The date of filing of the Amended and Restated Certificate of Incorporation (the "*First Amended and Restated Certificate of Incorporation*") was August 28, 2001.

3. The provisions of the First Amended and Restated Certificate of Incorporation as herein amended and restated are hereby restated and integrated into the single instrument which is hereinafter set forth, such instrument entitled "Second Amended and Restated Certificate of Incorporation of Ai Metrix, Inc."

4. This Second Amended and Restated Certificate of Incorporation of Ai Metrix, Inc. as herein certified has been duly adopted by the written consent of a majority of the stockholders in lieu of a meeting in accordance with the provisions of Section 228, 242, and 245 of the General Corporation Law of the State of Delaware, which written consent authorized, *inter alia*, (a) a 1000:1 reverse stock split of the Common Stock of the Corporation, (b) an adjustment in the par value per share of the Common Stock of the Corporation to $0.001 per share, after giving effect to such reverse stock split and (c) the elimination of all matters set forth in the Amended and Restated Certificate of Incorporation with respect to the Series A Preferred Stock of the Corporation ("*Series A Preferred Stock*") and Series B Preferred Stock of the Corporation ("*Series B Preferred Stock*"), following the automatic conversion, immediately prior to the filing of this Second Amended and Restated Certificate of Incorporation of Ai Metrix, of all outstanding shares of Series A Preferred Stock and Series B Preferred Stock to Common Stock of the Corporation, pursuant to the terms of the First Amended and Restated Certificate of Incorporation.

5. No fractional shares of Common Stock shall remain outstanding as a result of the 1000:1 reverse stock split. All resulting fractions will be rounded down to the nearest whole share. The Corporation shall pay cash to each holder of any fractional share in an amount equal to such fractional amount multiplied by the fair market value of one share of Common Stock as determined by the Board of Directors of the Corporation as of the date of the filing of this certificate.

6. The text of the Amended and Restated Certificate co oration is hereby amended and restated to read as herein set forth in full:

SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF AI METRIX, INC.

ARTICLE I

NAME

The name of the corporation (the "*Corporation*" is Ai Metrix, Inc.,

ARTICLE II

ADDRESS; REGISTERED OFFICE AND AGENT

The address of the Corporation's registered office is 615 South DuPont Highway, County of Kent, State of Delaware 19901; and its registered agent at such address is National Corporate Research, Ltd.

ARTICLE III

PURPOSES

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.

ARTICLE IV

CLASSES OF STOCK

A. *Designation and Number of Shares.* The total number of shares of capital stock that the Corporation shall have authority to issue is **33,507,303**, of which (a) **17,323,900** shall be shares of common stock, par value S0.001 per share (the "Common Stock"), (b) **14,183,403** shares shall be designated Series C Convertible Preferred Stock, par value $.001 per share (the "Series C Preferred Stock") and (c) **2,000,000** shall be undesignated shares of preferred stock, par value S.001 per share ("Undesignated Preferred Stock," and collectively with the Series C Preferred Stock, the "Preferred Stock"). The Corporation shall not issue fractional shares of Common Stock. In the event of any reclassification or reverse or forward stock split of any Common Stock or any class or series of Preferred Stock, all fractions of shares resulting therefrom will be rounded down to the nearest whole share, and the Corporation shall pay cash to each holder of a fractional share in an amount equal to such fractional amount multiplied by the fair market value of one share of Common Stock or class or series of Preferred Stock, as applicable, as determined by the Board of Directors of the Corporation as of the record date of such reclassification or reverse or forward stock split.

B. *Series C Preferred Stock.* The powers, rights, preferences, privileges and restrictions granted to and imposed on the Series C Preferred Stock are as set forth below in this subsection B of Article IV:

1. *Rank.* The Series C Preferred Stock shall, with respect to the payment of (i) the Liquidation Payment in the event of a Liquidation, (ii) the Series C Sale Payment in the event of a Sale Transaction, and (iii) dividends, rank senior to (x) all classes of common stock of the Corporation (including, without limitation, the Common Stock) and *(y)* each other class or series of Capital Stock of the Corporation hereafter created which does not expressly rank pari passu with or senior to the Series C Preferred Stock (clauses (x) and (y), together, the "*Junior Stock*").

2. *Dividends*. The holders of shares of Series C Preferred Stock shall not be entitled to receive any dividends except in accordance with this subsection 2 of this Section B of Article IV. If the Corporation declares and pays any dividends on the Common Stock, then, in that event, the holders of

shares of Series C Preferred Stock shall be entitled to share in such dividends on a pro rata basis, as if their shares had been converted into shares of Common Stock pursuant to subsection 7(a) below immediately prior to the record date for determining the stockholders of the Corporation eligible to receive such dividends.

3. *Liquidation and Sale Transaction.*

(a) *Liquidation.* Upon the occurrence of a Liquidation, the holders of shares of Series C Preferred Stock shall be paid in cash for each share of Series C Preferred Stock held thereby, out of, but only- to the extent of, the assets of the Corporation legally available for distribution to its stockholders, before any payment or distribution is made with respect to any Junior Stock, an amount equal to the greater of (i) the sum of (x) the product obtained by multiplying (A) five, and (B) $0.14101 (such $0.14101, as adjusted for stock splits, stock dividends, combinations or other recapitalizations of the Series C Preferred Stock, the "*Series C Liquidation Preference*") *plus* (y) all unpaid dividends that have accrued with respect to such share of Series C Preferred Stock pursuant to subsection 2 above (such sum, the "*Series C Liquidation Amount*") or (ii) the aggregate amount payable in such Liquidation with respect to the number of shares of Common Stock into which such share of Series C Preferred Stock is convertible immediate-- prior to such Liquidation the greater of clause (i) or clause (ii), the "*Series C Liquidation Payment*"). If the assets of the Corporation available for distribution to the holders of shares of Series C Preferred Stock shall be insufficient to permit payment in full to such holders of the aggregate Series C Liquidation Payment, then all of the assets available for distribution to holders of shares of Series C Preferred Stock shall be distributed among and paid to such holders ratably in proportion to the amounts that would be payable to such holders if such assets were sufficient to permit payment in full. The Series C Liquidation Payment shall be paid in cash on the date fixed for such Liquidation.

(b) *Sale Transaction.* Upon the consummation of a Sale Transaction, each holder of shares of Series C Preferred Stock shall be paid, before any payment or distribution is made with respect to any Junior Stock, an aggregate amount equal to the greater of (i) the product obtained by multiplying (x) the Series C Liquidation Amount by (y) the number of shares of Series C Preferred Stock held by such holder; or (ii) the aggregate amount of consideration that would be payable in such Sale Transaction to such holder had such holder converted its shares of Series C Preferred Stock pursuant to subsection 7 below immediately prior to the consummation of such Sale Transaction (the greater of clause (i) or clause (ii), the "*Series C Sale Payment*"). If the assets of the Corporation available for distribution to the holders of shares of Series C Preferred Stock shall be insufficient to permit payment in full to such holders of the aggregate Series C Sale Payment, then all of the assets available for distribution to holders of shares of Series C Preferred Stock shall be distributed among and paid to such holders ratably in proportion to the amounts that would be payable to such holders if such assets were sufficient to permit payment in full. The Series C Sale Payment shall be paid on the closing date of the Sale Transaction. At the option of the holders of a majority of the Series C Preferred Stock, the Series C Sale Payment shall be made to all holders of Series C Preferred Stock either (A) in cash, or (B) in any form of consideration to be received by the holders of Junior Stock on the closing date of such Sale Transaction.

(c) *No Additional Payment.* After the holders of all shares of Series C Preferred Stock shall have been paid in full the amounts to which they are entitled in subsection 3(a) or subsection 3(b), as the case may be, the holders of shares of Series C Preferred Stock shall not be entitled to any further participation in any distribution of assets of the Corporation and the remaining assets of the Corporation shall be distributed to the holders of Junior Stock.

(d) *Notice.* Written notice of a Liquidation or Sale Transaction stating a payment or payments and the place where such payment or payments shall be payable, shall be delivered in person, mailed by certified mail, return receipt requested, mailed by overnight mail or sent by telecopier, not less than ten (10) days prior to the earliest payment date stated therein to the

holders of record of shares of Series C Preferred Stock, such notice to be addressed to each such holder at its address as shown by the records of the Corporation.

4. *Redemption.* The shares of Series C Preferred Stock shall not be redeemed or subject to redemption, whether at the option of the Corporation or any holder thereof, or otherwise.

5. *Voting Rights; Election of Directors.*

(a) In addition to the voting rights to which the holders of shares of Preferred Stock are entitled under or granted by Delaware law, the holders of shares of Series C Preferred Stock shall be entitled to vote, in person or by proxy, at a special or annual meeting of stockholders or in any written consent in lieu of meeting, on all matters entitled to be voted on by holders of shares of Common Stock voting together as a single class with the Common Stock (and with other shares entitled to vote thereon, if any). With respect to any such vote, each share of Series C Preferred Stock shall entitle the holder thereof to cast that number of votes as is equal to the number of votes that such holder would be entitled to cast had such holder converted its shares of Series C Preferred Stock into shares of Common Stock pursuant to subsection 7 below on the record date for determining the stockholders of the Corporation eligible to vote on any such matters.

(b) For so long as General Atlantic Partners 74, L.P. ("*GAP LP*"), GAP Coinvestment Partners II, L.P. ("*GAP Coinvestment*"), GapStar, LLC ("*GapStar*"), GAPCO Coinvestment GmbH & Co. KG ("*GmbH Coinvestment*") (GAP LP, GAP Coinvestment, GapStar and GmbH Coinvestment collectively, the "*GAP Investors*") and/or any Affiliates of the GAP Investors in the aggregate own at least 10`)/0 of the outstanding shares of Series C Preferred Stock, the GAP Investors as a group, acting through GAP LLC or its written designee, shall be entitled to elect any two individuals as directors of the Corporation at any meeting of the stockholders of the Corporation (such individuals from time to time, the "*GAP Directors*") and shall further be entitled to elect any individual as a director at any time to fill any vacancy created by reason of the incapacity, death, removal or resignation of either of the GAP Directors (or arty other individual elected to fill any such vacancy).

(c) For so long as Spectrum Equity Investors II, L.P., a Delaware limited partnership ("*Spectrum*"), SEA 1998 II, L.P., a Delaware limited partnership ("*SEA*") (Spectrum and SEA collectively, the "*Spectrum Investors*") and/or any Affiliates of the Spectrum Investors in the aggregate own at least 10% of the outstanding shares of Series C Preferred Stock, the Spectrum Investors shall be entitled to elect any one individual as a director of the Corporation at any meeting of the stockholders of the Corporation (such 'individual from time to time, the "*Spectrum Director*") and shall further be entitled to elect any individual as a director at any time to fill any vacancy created by reason of the incapacity, death, removal or resignation of such Spectrum Director (or any other individual elected to fill any such vacancy).

(d) The Series C Preferred Stock shall vote together as a single class with the Common Stock (and all other classes and series of stock of the Corporation entitled to vote thereon, if any) with respect to the election of all of the directors of the Corporation, other than the GAP Directors (in the case where the condition set forth in subsection 5(h) is satisfied) and the Spectrum Director (in the case where the condition set forth in subsection 5(c) is satisfied).

6. *Protective Provisions.* Notwithstanding anything to the contrary set forth in the Second Amended and Restated Certificate of Incorporation or the By-laws of the Corporation or otherwise, neither the stockholders nor the Board of Directors shall approve, consent to or ratify any of the following actions without the prior written consent of holders of a majority of the outstanding shares of Series C Preferred Stock:

(a) (i) the issuance of any Capital Stock of the Corporation or any Common Stock Equivalents (other than shares of restricted stock or options to purchase shares of Common Stock

in each case granted under the Stock Option Plan and shares of Common Stock issuable pursuant to the exercise of such options), including, without limitation, any Capital Stock of the Corporation ranking senior to or pari passu with the Series C Preferred Stock or (ii) the redemption of any Capital Stock of the Corporation or any Common Stock Equivalents;

(b) any amendment to or restatement of the terms of the Second Amended and Restated Certificate of Incorporation or the By-laws of the Corporation;

(c) any declaration, distribution or payment of any dividend or other distribution on any shares of Capital Stock of the Corporation (other than dividends payable to the holders of shares of Series C Preferred Stock);

(d) any Sale Transaction or the sale, lease or other disposition of assets outside the ordinary course of business;

(e) the taking of any action that results in any Liquidation;

(f) any capital expenditures in excess of $500,000 annually arid any expenditure in excess of $500,000 not included in the annual operating budget of the Corporation;

(g) the Corporation's issuance or becoming liable for any long-term indebtedness in excess of $1,000,000 in the aggregate;

(h) any change in material accounting methods or policies of the Corporation;

(i) any change in the size of the Board of Directors of the Corporation; and

(j) any changes to the items requiring approval under this subsection 6.

7. *Conversion.*

(a) *Optional Conversion.*

(i) *In General.* Any holder of Series C Preferred Stock shall have the right, at its option, at any time and from time to time, to convert, subject to the terms of this subsection 7, any or all of such holder's shares of Series C Preferred Stock equal to the product of the number of shares of Series C Preferred Stock being so converted multiplied by the quotient of (x) the Series C Liquidation Preference divided by (y) the conversion price of **$0.14101** per share, subject to adjustment as provided in subsection 7(d) below (such price in clause (y) the "*Series C Conversion Price*").

(ii) *Mechanics.* Any conversion pursuant to clause (i) of this subsection 7(a) shall be exercised by the surrender of certificate(s) representing the shares of Series C Preferred Stock to be converted to the Corporation at any time during usual business hours at its principal place of business to be maintained by it (or such other office or agency of the Corporation as the Corporation may designate by notice in writing to the holders of shares of Series C Preferred Stock), accompanied by written notice that the holder elects to convert such shares of Series C Preferred Stock, and specifying the name or names (with address) in which a certificate or certificates for shares of Common Stock are to be issued and (if so required by the Corporation) by a written instrument or instruments of transfer in form reasonably satisfactory to the Corporation duly executed by the holder or its duly authorized legal representative and transfer tax stamps or funds therefor, if required pursuant to subsection 7(j) below. All certificates representing shares of Series C Preferred Stock surrendered for conversion shall be delivered to the Corporation for cancellation and canceled by it. As promptly as practicable after the surrender of any shares of Series C Preferred Stock, the Corporation shall (subject to compliance with the applicable provisions of federal and state securities laws) deliver to the holder of such shares so surrendered certificate(s)

representing the number of fully paid and nonassessable shares of Common Stock into which such shares are entitled to be converted and, to the extent funds are legally available therefor, an amount equal to all accrued and unpaid dividends, if any, payable with respect to such shares in accordance with subsection 2 above. At the time of the surrender of such certificate(s), the Person in whose name any certificate(s) for shares of Common Stock shall be issuable upon such conversion shall be deemed to be the holder of record of such shares of Common Stock on such date, notwithstanding that the share register of the Corporation shall then be closed or that the certificates representing such Common Stock shall not then be actually delivered to such Person.

(b) Automatic Conversion. Each outstanding share of Series C Preferred Stock shall be automatically converted, with no further action required to be taken by the Corporation or the holder thereof, into the number of fully paid and nonassessable shares of Common Stock equal to the quotient of (i) the Series C Liquidation Preference divided by (ii) the Series C Conversion Price then in effect (after giving effect to any adjustments pursuant to subsection 7(d)):

(x) with the written consent of holders of a majority of the outstanding shares of .Series C Preferred Stock; or

(y) immediately prior to the closing of the sale of Common Stock in a public offering registered under the Securities Act (other than a registration relating solely to a transaction under Rule 145 under such Act (or any successor thereto) or to an employee benefit plan of the corporation), conducted through a nationally recognized underwriter, at a public offering price (prior to underwriter commissions and expenses) equal to or exceeding $0.70505 per share of Common Stock (appropriately adjusted for stock splits, reclassifications and the like) where the aggregate dollar amount of the offering (before deduction for underwriter commissions and expenses relating to the issuance) is not less than $20,000,000.

Immediately upon conversion as provided herein, each holder of shares of Series C Preferred Stock shall be deemed to be the holder of record of the Common Stock issuable upon conversion of such holder's shares of Series C Preferred Stock, notwithstanding that the share register of the Corporation shall then be closed or that certificates representing the Common Stock shall not then actually be delivered to such holder. Upon the occurrence of an automatic conversion pursuant to this subsection 7(b), the outstanding shares of Series C Preferred Stock shall be converted automatically without any further action by the holders of such shares and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent, and the holders of Series C Preferred Stock shall surrender the certificates representing such shares at the office of the Corporation or any transfer agent of the Series C Preferred Stock. 'Thereupon, the Corporation shall issue and deliver to such holder promptly at such office and in its name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Common Stock into which the shares of Series C Preferred Stock surrendered were convertible on the date on which such automatic conversion occurred, and shall promptly pay in cash or, to the extent sufficient funds are not then legally available therefor, in Common Stock (at the Common Stock's fair market value determined in good faith by the Board of Directors as of the date of automatic conversion) any declared and unpaid dividends, if any, on the shares of Series C Preferred Stock being converted.

(c) *Termination of Rights.* On the date of such optional conversion pursuant to subsection 7(a) above or of such automatic conversion pursuant to subsection 7(b) above, all rights with respect to the shares of Series C Preferred Stock so converted, including the rights, if any, to receive notices arid vote, shall terminate, except only the rights of holders thereof to (i) receive certificates for the number of shares of Common Stock into which such shares of Series C

Preferred Stock have been converted, (ii) the payment of dividends pursuant to subsection 2 above and (iii) exercise the rights to which they are entitled as holders of Common Stock.

(d) *Antidilution Adjustments.* The Series C Conversion Price and the number and type of securities to be received upon conversion of shares of Series C Preferred Stock shall be subject to adjustment as follows:

(i) *Dividend Subdivision, Combination or Reclassification of Common Stock.* In the event that the Corporation shall at any time or from time to time, prior to conversion of shares of the Series C Preferred Stock (w) pay a dividend or make a distribution on the outstanding shares of Common Stock payable in Capital Stock, (x) subdivide the outstanding shares of Common Stock into a larger number of shares, (y) combine the outstanding shares of Common Stock into a smaller number of shares or (z) issue any shares of its Capital Stock in a reclassification of the Common Stock (other than any such event for which an adjustment is made pursuant to another clause of this subsection 7(d)), then, and in each such case, the Series C Conversion Price in effect immediately prior to such event shall be adjusted (and any other appropriate actions shall be taken by the Corporation) so that the holder of any share of Series C Preferred Stock thereafter surrendered for conversion shall be entitled to receive the number of shares of Common Stock or other securities of the Corporation that such holder would have owned or would have been entitled to receive upon or by reason of any of the events described above, had such share of Series C Preferred Stock been converted immediately prior to the occurrence of such event. An adjustment made pursuant to this subsection 7(d)(i) shall become effective retroactively (x) in the case of any such dividend or distribution, to a date immediately following the close of business on the record date for the determination of holders of Common Stock entitled to receive such dividend or distribution or (y) in the case of any such subdivision, combination or reclassification, to the close of business on the day upon which such corporate action becomes effective.

(ii) *Issuance of Common Stock or Common Stock Equivalent below Conversion Price.*

(A) *In General.* If the Corporation shall at any time or from time to time prior to conversion of shares of Series C Preferred Stock, issue or sell any shares of Common Stock or Common Stock Equivalents at a price per share of Common Stock (the "New Issue Price") that is less than the Series C Conversion Price in effect as of the record date or Issue Date (as defined in clause (B) below), as determined pursuant to clause (B) below (treating the price per share of Common Stock, in the case of)he issuance of any Common Stock Equivalent, as equal to the quotient of (x) the sum of the price for such Common Stock Equivalent plus any additional consideration payable (without regard to any anti-dilution adjustments) upon the conversion, exchange or exercise of such Common Stock Equivalent divided by (y) the number of shares of Common Stock initially underlying such Common Stock Equivalent), other than (A) issuances or sales for which an adjustment is made pursuant to another clause of this subsection 7 and (B) issuances in connection with an Excluded Transaction, then, and in each such case, the Series C Conversion Price then in effect shall be adjusted to equal the New Issue Price.

(B) *Effective Time of Adjustments.* Adjustments pursuant to clause (ii)(A) of this subsection 7(d) shall be made whenever such shares of Common Stock or Common Stock Equivalents are issued, and shall become effective retroactively (x) in the case of an issuance to the stockholders of the Corporation, as such, to a date immediately' following the close of business the record date for the determination of stockholders entitled to receive such shares of Common Stock or Common Stock Equivalents and (y) in all other cases, on the date (the "*Issue Date*") of such issuance; *provided*, *however*, that the determination as to whether an adjustment is required to be made pursuant to this

subsection 7(d)(ii) shall only be made upon the issuance of such shares of Common Stock or Common Stock Equivalents, and not upon the issuance of any security into which the Common Stock Equivalents convert, exchange or may be exercised.

(C) *Consideration.* In case at arty time any shares of Common Stock or Common Stock Equivalents or any rights or options to purchase any shares of Common Stock or Common Stock Equivalents shall be issued or sold for cash, the consideration received therefor shall be deemed to be the amount received by the Corporation therefor, after deduction therefrom of any expenses incurred or any underwriting commissions or concessions or discounts paid or allowed by the Corporation in connection therewith, In case any shares of Common Stock or Common Stock Equivalents or any rights or options to purchase any Common Stock or Common Stock Equivalents shall be issued or sold for a consideration other than cash, the amount of the consideration other than cash received by the Corporation shall be deemed to be the fair market value of such consideration, after deduction therefrom of any expenses incurred or any underwriting commissions or concessions or discounts paid or allowed by the Corporation in connection therewith, as determined and agreed upon by (x) a majority of the Board of Directors, and (y) holders of a majority of the outstanding shares of Series C Preferred Stock; or, if such an agreement can not be reached, at the Corporation's expense by an appraiser chosen by a majority of the Board of Directors and reasonably acceptable to holders of a majority of the outstanding shares of Series C Preferred Stock.

(D) *Expiration or Termination of Common Stock Equivalents.* If any Common Stock Equivalents (or any portions thereof) which shall have given rise to an adjustment pursuant to this subsection 7(d)(ii) shall have expired or terminated without the exercise thereof and/or if by reason of the terms of such Common Stock Equivalents there shall have been an increase or increases, with the passage of time or otherwise, in the price payable upon the exercise or conversion thereof, then the Series C Conversion Price shall be readjusted (but to no greater extent than originally adjusted) in order to (x) eliminate from the computation any additional shares of Common Stock corresponding to such Common Stock Equivalents as shall have expired or terminated, (y) treat the additional shares of Common Stock, if any, actually issued or issuable pursuant to the previous exercise of such Common Stock Equivalents as having been issued for the consideration actually received and receivable therefor and (z) treat any of such Common Stock Equivalents which remain outstanding as being subject to exercise or conversion on the basis of such exercise or conversion price as shall be in effect at the time.

(iii) *Certain Distributions.* In case the Corporation shall at any time or from time to time, prior to conversion of-shares of Series C Preferred Stock, distribute to all holders of shares of the Common Stock (including any such distribution made in connection with a merger or consolidation in which the Corporation is the resulting or surviving Person and the Common Stock is not changed or exchanged) cash, evidences of indebtedness of the Corporation or, another issuer, securities of the Corporation or another issuer or other assets (excluding cash dividends in which holders of shares of Series C Preferred Stock participate, in the manner provided in subsection 2, dividends payable in shares of Common Stock for which adjustment is made under another paragraph of this subsection 7(d) and any distribution in connection with an Excluded Transaction) or rights or warrants to subscribe for or purchase of any of the foregoing, then, and in each such case, the Series C Conversion Price then in effect shall be adjusted (and any other appropriate actions shall be taken by the Corporation) by multiplying the Series C Conversion Price in effect immediately prior to the date of such distribution by a fraction (x) the numerator of which shall be the Current Market Price of the Common Stock immediately prior to the date of distribution less the then-fair market value

(as determined by the Board of Directors in the exercise of their fiduciary duties) of the portion of the cash, evidences of indebtedness, securities or other assets so distributed or of such rights or warrants applicable to one share of Common Stock and (y) the denominator of which shall be the Current Market Price of the Common Stock immediately prior to the date of distribution (but such fraction shall not be greater than one); and *provided, however*, that no adjustment pursuant to this paragraph (iii) of this subsection 7(d) shall be made with respect to any distribution of rights or warrants to subscribe for or purchase securities of the Corporation if the holder of shares of Series C Preferred Stock would otherwise be entitled to receive such rights or warrants upon conversion at any time of shares of Series C Preferred Stock into Common Stock. Such adjustment shall be made whenever any such distribution is made and shall become effective retroactively to a date immediately following the close of business on the record date for the determination of stockholders entitled to receive such distribution.

(iv) *Other Changes.* In case the Corporation at any time or from time to time, prior to the conversion of shares of Series C Preferred Stock, shall take any action affecting its Common Stock similar to or having an effect similar to any of the actions described in any of clauses (i), (ii) or (iii) of this subsection 7(d) or subsection 7(g) below (but not including any action described in any such Section) and the Board of Directors in good faith determines that it would be equitable in the circumstances to adjust the Series C Conversion Price as a result of such action, then, and in each such case, the Series C Conversion Price shall be adjusted in such manner and at such time as the Board of Directors in good faith determines would be equitable in the circumstances (such determination to be evidenced in a resolution, a certified copy of which shall be mailed to the holders of shares of Series C Preferred Stock.

(v) *No Adjustment.* Notwithstanding anything herein to the contrary, with respect to any adjustment required under this subsection 7(d), such adjustment need not be made if the Corporation receives written notice from holders of a majority of the outstanding shares of Series C Preferred Stock.

(e) *Abandonment.* If the Corporation shall take a record of the holders of its Common Stock for the purpose of entitling them to receive a dividend or other distribution, and shall thereafter and before the distribution to stockholders thereof legally abandon its plan to pay or deliver such dividend or distribution, then no adjustment in the Series C Conversion Price shall be required by reason of the taking of such record.

(f) *Certificate as to Adjustments.* Upon any adjustment in the Series C Conversion Price, the Corporation shall within a reasonable period (not to exceed ten (10) days) following any of the foregoing transactions deliver to each registered holder of shares of Series C Preferred Stock, as the case may be, a certificate, signed by (i) the Chief Executive Officer of the Corporation and (ii) the Chief Financial Officer of the Corporation, setting forth in reasonable detail the event requiring the adjustment and the method by which such adjustment was calculated and specifying the increased or decreased Series C Conversion Price, as the case may be, then in effect following such adjustment.

(g) *Reorganization, Reclassification.* In case of any merger or consolidation of the Corporation (other than a Sale Transaction) or any capital reorganization, reclassification or other change of outstanding shares of Common Stock (other than a change in par value, or from par value to no par value, or from no par value to par value) (each, a "*Transaction*"), the Corporation shall execute and deliver to each holder of shares of Series C Preferred Stock at least twenty (20) Business Days prior to effecting such Transaction a certificate, signed by (i) the Chief Executive Officer of the Corporation and (ii) the Chief Financial Officer of the Corporation, stating that the holder of each share of Series C Preferred Stock shall have the right to receive in

such Transaction, in exchange for each share of Series C Preferred Stock, a security identical to (and not less favorable than) the Series C Preferred Stock held by such holder, and provision shall be made therefor in the agreement, if any, relating to such Transaction. Any certificate delivered pursuant to this subsection 7(g) shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided for in this Section 8. The provisions of this subsection 7(g) and any equivalent thereof in any such certificate similarly shall apply to successive transactions.

(h) *Notices.* In case at any time or from time to time:

(i) the Corporation shall declare a dividend (or any other distribution) on its shares of Common Stock;

(ii) the Corporation shall authorize the granting to the holders of its Common Stock rights or warrants to subscribe for or purchase any shares of Capital Stock of any class or of any other rights or warrants;

(iii) there shall be any Transaction; or

(iv) there shall occur the Initial Public Offering or a Sale Transaction;

then the Corporation shall mail to each holder of shares of Series C Preferred Stock at such holder's address as it appears on the transfer books of the Corporation, as promptly as possible but in any event at least ten (10) days prior to the applicable date hereinafter specified, a notice stating (A) the date on which a record is to be taken for the purpose of such dividend, distribution or granting of rights or warrants or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution or granting of rights or warrants are to be determined, or (B) the date on which such Transaction, Initial Public Offering or Sale Transaction is expected to become effective and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their Common Stock for shares of stock or other securities or property or cash deliverable upon such Transaction, Initial Public Offering or Sale Transaction. Notwithstanding the foregoing, in the case of any event to which subsection 7(g) above is applicable, the Corporation shall also deliver the certificate described in subsection 7(g) above to each holder of shares of Series C Preferred Stock at least ten (10) Business Days prior to effecting such reorganization or reclassification as aforesaid.

(i) *Reservation of Common Stock.* The Corporation shall at all times reserve and keep available for issuance upon the conversion of shares of Series C Preferred Stock such number of its authorized but unissued shares of Common Stock as will from time to time be sufficient to permit the conversion of all outstanding shares of Series C Preferred Stock, and shall take all action to increase the authorized number of shares of Common Stock if at any time there shall be insufficient authorized but unissued shares of Common Stock to permit such reservation or to permit the conversion of all outstanding shares of the Series C Preferred Stock; provided that (x) the holders of a majority of outstanding shares of Series C Preferred Stock vote their shares in favor of any such action that requires a vote of stockholders and (y) the GAP Director (if any) and Spectrum Director (if any) vote in favor of any such action that requires a vote of the Board of Directors.

(j) *No Conversion Tax or Charge.* The issuance or delivery of certificates for Common Stock upon the conversion of shares of Series C Preferred Stock shall be made without charge to the converting holder of shares of Series C Preferred Stock, for such certificates or for any tax in respect of the issuance or delivery of such certificates or the securities represented thereby, and such certificates shall be issued or delivered in the respective names of, or (subject to compliance with the applicable provisions of federal and state securities laws) in such names as may be directed by, the holders of the shares of Preferred Stock converted; *provided, however*, that the Corporation shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of any such certificate in a name other than that of the holder of the shares of Preferred Stock converted, and the Corporation shall not be required to issue or deliver such certificate unless or until the Person or Persons requesting the issuance or delivery thereof shall have paid to the Corporation the amount of such tax or shall have established to the reasonable satisfaction of the Corporation that such tax has been paid.

8. *Certain Remedies.* Any registered holder of shares of Series (I: Preferred Stock shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Second Amended and Restated Certificate of Incorporation and to receive specific performance of the terms and provisions of this Second Amended and Restated Certificate of Incorporation in any court of the United States or any state thereof having jurisdiction, this being in addition to any other remedy to which such holder may be entitled to at law or in equity.

9. *Business Day.* If any payment shall be required by the terms of this Second Amended and Restated Certificate of Incorporation to be made on a day that is not a Business Day, such payment shall be made on the immediately succeeding Business Day.

10. *Definitions.* As used in this section B of this Article IV, the following terms shall have the following meanings (with terms defined in the singular having comparable meanings when used in the plural and vice versa), unless the context otherwise requires:

"*Affiliate*" shall mean any Person who is an "affiliate" as defined in Rule 2b-2 of the General Rules and Regulations under the Exchange Act. In addition, the following shall be deemed to be Affiliates of GAP Coinvestment, GAP LP, GapStar and GmbH Coinvestment: (a) GAP LLC, the members of GAP LLC, GmbH Management, the shareholders of GmbH Management, the limited partners of each of GAP Coinvestment, GAP LP and GmbH Coinvestment, and the members of GapStar, (b) any Affiliate of GAP LLC, the members of GAP LLC, the limited partners of GAP Coinvestment or GmbH Coinvestment, or the members of GapStar; and (c) any limited liability company or partnership a majority of whose members or partners, as the case may be, are members or former members of GAP LLC or consultants or key employees of General Atlantic Service Corporation, a Delaware corporation and an Affiliate of GAP LLC. In addition, (a) GAP LP, GAP Coinvestment, GapStar and GmbH Coinvestment shall be deemed to be Affiliates of one another and (b) Spectrum, SEA, Spectrum Equity Investors III, L.P., a Delaware limits partnership, SEI III Entrepreneurs' Fund, L.P., a Delaware limited partnership, and Spectrum III Investment Managers' Fund, L.P., a Delaware limited partnership, shall be deemed to be Affiliates of one another.

"*Board of Directors*" means the Board of Directors of the Corporation.

"*Business Day*" means any day except a Saturday, a Sunday, or other day on which commercial banks in the State of Delaware are authorized or required by law or executive order to close.

"*Capital Stock*" means, with respect to any Person, any and all shares, interests, participations, rights in, or other equivalents (however designated and whether voting or non-voting) of, such Person's capital stock (including, without limitation, common stock and preferred stock) and any and all rights, warrants or options exchangeable for or convertible into such capital stock.

"*Commission*" means the United States Securities and Exchange Commission.

"*Common Stock Equivalent*" shall mean any security or obligation which is, by its terms, convertible into or exchangeable for Capital Stock or another Common Stock Equivalent, and any option, warrant or other subscription or purchase right with respect to Capital Stock.

"*Current Market Price*" per share shall mean, as of the date of determination, (a) the average of the daily Market Price under clause (a), (b) or (c) of the definition thereof of the Common Stock during the immediately preceding thirty (30) trading days ending on such date, and (b) if the Common Stock is not then listed or admitted to trading on any national securities exchange or quoted in the over-the-counter market, then the Market Price under clause (d) of the definition thereof on such date.

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"*Excluded Transaction*" means (a) the issuance of up to an aggregate of **17,309,716** shares of restricted stock or options to purchase shares of Common Stock pursuant to the Stock Option Plan and (b) any issuance of Common Stock (i) upon the conversion of shares of Series C Preferred Stock, (ii) as a dividend on shares of Series C Preferred Stock or (iii) upon conversion or exercise of any Common Stock Equivalents.

"*GAP Coinvestment*" shall have the meaning set forth in subsection 5(b)

"*GAP Directors*" shall have the meaning set forth in subsection 5(b)

"*GAP Investors*" shall have the meaning set forth in subsection 5(b)

"*GAP LLC*" means General Atlantic Partners, LLC, a Delaware limited liability company, and the general partner of GAP LP and the managing member of GapStar, and any successor to such entity.

"*GAP LP*" shall have the meaning set forth in subsection 5(b) hereof.

"*GapStar*" shall have the meaning set forth in subsection 5(b) hereof.

"*GmbH Coinvestment*" shall have the meaning set forth in subsection 5(b) hereof.

"*GmbH Management*" means GAPCO Management GmbH, a German company with limited liability and the general partner of GmbH Coinvestment, and any successor to such entity.

"*Initial Public Offering*" shall mean the first bona fide firm commitment underwritten public offering of shares of Common Stock pursuant to an effective registration statement under the Securities Act.

"*Issue Date*" shall have the meaning set forth in subsection 7(d)(ii) hereof.

"*Junior Stock*" shall have the meaning set forth in subsection I hereof.

"*Liquidation*" shall mean the voluntary or involuntary liquidation under applicable bankruptcy or reorganization legislation, or the dissolution or winding up of the Corporation.

"*Market Price*" shall mean, as of the date of determination, (a) if the Common Stock is listed on a national securities exchange, the closing price per share of Common Stock on such date published in *The Wall Street Journal (National Edition)* or, if no such closing price on such date is published in *The Wall Street Journal (National Edition)*, the average of the closing bid arid asked prices on such date, as officially reported on the principal national securities exchange on which the Common Stock is then listed or admitted to trading; or (b) if the Common Stock is not then listed or admitted to trading on any national securities exchange but is designated as a national

market system security by the National Association of Securities Dealers, Inc., the last trading price of the Common Stock on such date; or (c) if there shall have been no trading on such date or if the Common Stock is not designated as a national market system security by the National Association of Securities Dealers, Inc., the average of the reported closing bid and asked prices of the Common Stock on such date as shown by the National Market System of the National Association of Securities Dealers, Inc. Automated Quotations System and reported by any member firm of the New York Stock Exchange selected by the Corporation; or (d) if none of (a), (b) or (c) is applicable, a market price per share determined and agreed upon by (x) a majority of the Board of Directors and (y) holders of a majority of the outstanding shares of Series C Preferred Stock, and if the Board of Directors and such holders shall fail to agree, at the Corporation's expense by an appraiser chosen by a majority of the Board of Directors and reasonably acceptable to holders of a majority of the outstanding shares of Series C Preferred Stock. Any determination of the Market Price by an appraiser shall be based on a valuation of the Corporation as an entirety without regard to any discount for minority interests or disparate voting rights among classes of Capital Stock.

"*New Issue Price*" shall have the meaning set forth in subsection 7(d)(ii) hereof.

"*Person*" means any individual, firm, corporation, partnership, limited liability company, trust, incorporated or unincorporated association, joint venture, joint stock company, governmental body or other entity of any kind.

"*Sale Transaction*" shall mean (a) (i) the merger or consolidation of the Corporation into or with one or more Persons, (ii) the merger or consolidation of one or more Persons into or w Oh the Corporation or (iii) a tender offer or other business combination if, in the case of (i), (ii) or (iii), the stockholders owning a majority of the Corporation prior to such merger or consolidation do not retain at least a majority of the voting power of the surviving Person or (b) the voluntary sale, conveyance, exchange or transfer to another Person of all or substantially all of the assets of the Corporation.

"*SEA*" shall have the meaning set forth in subsection 5(c) of clause B hereof

"*Securities Act*" means the Securities Act of 1933, as amended, and the rules and re a ions of the Commission promulgated thereunder.

"*Series C Conversion Price*" shall have the meaning set forth in subsection 7(a) hereof.

"*Series C Liquidation Amount*" shall have the meaning set forth in subsection 3(a) hereof.

"*Series C Liquidation Payment*" shall have the meaning set of subsection 3(a).

"*Series C Sale Payment*" shall have the meaning set forth in subsection 3(b).

"*Spectrum*" shall have the meaning set forth in subsection 5(c) hereof.

"*Spectrum Director*" shall have the meaning set forth in subsection 5(c)

"*Spectrum Investors*" shall have the meaning set forth in subsection 5(c)

"*Stock Option Plan*" means the Ai Metrix, Inc. 1998 Stock Plan, as amended through the date hereof, pursuant to which up to **3,126,291** shares of restricted stock and options to purchase shares of Common Stock are reserved and available for grant to officers, directors, employees and consultants of the Corporation.

"*Transaction*" shall have the meaning set forth in subsection 7(g) hereof.

C. *Undesignated Preferred Stock.* Subject to the terms of any series of Preferred Stock and any voting rights of the holders thereof, the shares of Undesignated Preferred Stock may be issued from

time to time in one or more series of any number of shares, provided that the aggregate number of shares issued and not canceled of any and all such series shall not exceed the total number of shares of Undesignated Preferred Stock hereinabove authorized, and with distinctive serial designations, all as shall hereafter be stated and expressed in the resolution or resolutions providing for the issue of such shares of Undesignated Preferred Stock from time to time adopted by the Board of Directors pursuant to authority so to do which is hereby vested in the Board of Directors. Subject to the terms of any series of Preferred Stock and any voting rights of the holders thereof, each series of shares of Undesignated Preferred Stock may have such voting powers, full or limited, or may he without voting powers; may be subject to redemption at such time or times and at such prices; (c) may be entitled to receive dividends (which may be cumulative or non-cumulative) at such rate or rates, on such conditions and at such times, and payable in preference to, or in such relation to, the dividends payable on any other class or classes or series of stock; (d) may have such rights upon the dissolution of, or upon any distribution of the assets of, the Corporation; (e) may be made 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 shares of the Corporation at such price or prices or at such rates of exchange and with such adjustments; (f) may be entitled to the benefit of a sinking fund to be applied to the purchase or redemption of shares of such series in such amount or amounts; (e) may be entitled to the benefit of conditions and restrictions upon the creation of indebtedness of the Corporation or arty subsidiary, upon the issue of any additional shares (including additional shares of such series or of any other series) and upon the payment of dividends or the making of other distributions on, and the purchase, redemption or other acquisition by the Corporation or any subsidiary of, any outstanding shares of the Corporation; and (h) may have such other relative, participating, optional or other special rights, qualifications, limitations or restrictions thereof; all as shall be stated in said resolution or resolutions providing for the issue of such shares of Undesignated Preferred Stock, Any of the voting powers, designations, preferences, rights and qualifications, limitations or restrictions of any such series of Undesignated Preferred Stock may be made dependent upon facts ascertainable outside of the resolution or resolutions providing for the issue of such Undesignated Preferred Stock adopted by the Board of Directors pursuant to the authority vested in it by this clause C of Article IV, provided that the manner in which such facts shall operate upon the voting powers, designations, preferences, rights and qualifications, limitations or restrictions of such series of Undesignated Preferred Stock is clearly and expressly set forth in the resolution or resolutions providing for the issue of such Undesignated Preferred Stock. The term "facts" as used in the next preceding sentence shall have the meaning given to it in section 151(a) of the General Corporation Law. Shares of Undesignated Preferred Stock of any series that have been redeemed (whether through the operation of a sinking fund or otherwise) or that if convertible or exchangeable, have been converted into or exchanged for shares of any other class or classes shall have the status of shares of Undesignated Preferred Stock.

ARTICLE V

COMMON STOCK

A. *Voting Rights.* Subject to the provisions of any applicable law or of the By-laws of the Corporation, as from time to time amended, with respect to the closing of the transfer books or the fixing of a record date for the determination of stockholders entitled to vote and except as otherwise provided by law, the terms of any series or class of Preferred Stock or the resolution or resolutions providing for the issue of any series or class of Preferred Stock, the holders of outstanding shares of Common Stock shall exclusively possess voting power for the election of directors and for all other purposes, each holder of record of shares of Common Stock being entitled to one vote for each share of Common Stock standing in his or her name on the books of the Corporation.

B. *Dividends.* Except as otherwise provided by the terms of the any series or class of Preferred Stock or the resolution or resolutions providing for the issue of any series or class of preferred stock,

the holders of shares of Common Stock shall be entitled to receive such dividends as from time to time may be declared by the Board of Directors.

C. *Liquidation.* In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after payment shall have been made to the holders of any and all shares of each series or class of Preferred Stock of the full amount to which they are entitled in accordance with the terms designated by the Board in respect of such series or class of Preferred Stock, the holders of shares of Common Stock shall be entitled to share, ratably according to the number of shares of Common Stock held by them, in all remaining assets of the Corporation available for distribution to its stockholders.

ARTICLE VI

ISSUANCE OF STOCK

Subject to the provisions of this Amended and Restated Certificate of Incorporation and except as otherwise provided by law, the stock of the Corporation, regardless of class, may be issued for such consideration and for such corporate purposes as the Board of Directors may from time to time determine.

ARTICLE VII

LIMITATION OF LIABILITY; INDEMNIFICATION

A. *Limitation of Liability.*

1. No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that this provision shall not eliminate or limit the liability of a director (a) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under section 174 of the General Corporation Law or (d) for any transaction from which the director derived any improper personal benefits.

2. Any repeal or modification of the foregoing provision shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification,

B. *Indemnification.*

1. To the extent not prohibited by law, the Corporation shall indemnify any person who is or v, as made, or threatened to be made, a party to any threatened, pending or completed action, suit or proceeding (a "*Proceeding*"), whether civil, criminal, administrative or investigative, including, without limitation, an action by or in the right of the Corporation to procure a judgment in its favor, by reason of the fact that such person, or a person of whom such person is the legal representative, is or was a director or officer of the Corporation, or, at the request of the Corporation, is or was serving as a director or officer of any other corporation or in a capacity with comparable authority or responsibilities for any partnership, joint venture, trust, employee benefit plan or other enterprise (an "*Other Entity*"), against judgments, fines, penalties, excise taxes, amounts paid in settlement and costs, charges and expenses (including attorneys' fees, disbursements and other charges). Persons who are not directors or officers of the Corporation (or otherwise entitled to indemnification pursuant to the preceding sentence) may be similarly indemnified in respect of service to the Corporation or to an Other Entity at the request of the Corporation to the extent the Board of Directors at any time specifies that such persons are entitled to the benefits of this clause B of Article VII.

2. The Corporation shall, from time to time, reimburse or advance to any director or officer or other person entitled to indemnification hereunder the funds necessary. for payment of expenses, including attorneys' fees and disbursements, incurred in connection with any Proceeding, in advance of

the final disposition of such Proceeding; provided, however, that, if required by the General Corporation Law, such expenses incurred by or on behalf of any director or officer or other person may be paid in advance of the final disposition of a Proceeding only upon receipt by the Corporation of an undertaking, by or on behalf of such director or officer (or other person indemnified hereunder), to repay any such amount so advanced if it shall ultimately be determined by final judicial decision from which there is no further right of appeal that such director, officer or other person is not entitled to be indemnified for such expenses,

3. The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this clause B of Article VII shall not be deemed exclusive of any other rights to which a person seeking indemnification or reimbursement or advancement of expenses may have or hereafter be entitled under any statute, this Amended and Restated Certificate of Incorporation, the By-laws of the Corporation, any agreement, any vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

4. The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this clause B of Article VII shall continue as to a person who has ceased to be a director or officer (or other person indemnified hereunder) and shall inure to the benefit of the executors, administrators, legatees and distributees of such person.

5. 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 an Other Entity, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this clause B of Article VII, the By-laws of the Corporation or under section 145 of the General Corporation Law or any other provision of law.

6. The provisions of this clause B of Article VII shall be a contract between the Corporation, on the one hand, and each director and officer who serves in such capacity at any time while this clause B of Article VII is in effect and any other person entitled to indemnification hereunder, on the other hand, pursuant to which the Corporation and each such director, officer, or other person intend to be, and shall be, legally bound. No repeal or modification of this clause B of Article VII shall affect any rights or obligations with respect to any state of facts then or theretofore existing or thereafter arising or any proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

7. The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this clause B of Article VII shall be enforceable by any person entitled to such indemnification or reimbursement or advancement of expenses in any court of competent jurisdiction. The burden of proving that such indemnification or reimbursement or advancement of expenses is not appropriate shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, its independent legal counsel and its stockholders) to have made a determination prior to the commencement of such action that such indemnification or reimbursement or advancement of expenses is proper in the circumstances nor an actual determination by the Corporation (including its Board of Directors, its independent legal counsel and its stockholders) that such person is not entitled to such indemnification or reimbursement or advancement of expenses shall constitute a defense to the action or create a presumption that such person is not so entitled. Such a person shall also be indemnified for any expenses incurred in connection with successfully establishing his or her right to such indemnification or reimbursement or advancement of expenses, in whole or in part, in any such proceeding.

8. Any director or officer of the Corporation serving in any capacity of (a) another corporation of which a majority of the shares entitled to vote in the election of its directors is held, directly, or indirectly, by the Corporation or (b) any employee benefit plan of the Corporation or any corporation referred to in clause (a) shall be deemed to be doing so at the request of the Corporation.

9. Any person entitled to be indemnified or to reimbursement or advancement of expenses as a matter aright pursuant to this clause B of Article VII may elect to have the right to indemnification or reimbursement or advancement of expenses interpreted on the basis of the applicable law in effect at the time of the occurrence of the event or events giving rise to the applicable Proceeding to the extent permitted by law, or on the basis of the applicable law- in effect at the time such indemnification of reimbursement or advancement of expenses is sought. Such election shall be made, by a notice in writing to the Corporation, at the time indemnification or reimbursement or advancement of expenses is sought; provided, however, that if no such notice is given, the right to indemnification or reimbursement or advancement of expenses shall be determined by the law in effect at the time indemnification or reimbursement or advancement of expenses is sought.

ARTICLE VIII

ADOPTION, AMENDMENT AND/OR REPEAL OF BY-LAWS

Subject to the terms of any series or class of Preferred Stock or the resolution or resolutions providing for the issue of any series or class of Preferred Stock, the Board of Directors may from time to time adopt, amend or repeal the By-laws of the Corporation; *provided*, *however*, that any By-laws adopted or amended by the Board of Directors may, subject to the terms of each series or class of Preferred Stock and the resolution or resolutions providing for the issue of any series or class of Preferred Stock, be amended or repealed, and any By-laws may be adopted, by the stockholders of the Corporation by vote of a majority of the holders of shares of stock of the Corporation entitled to vote in the election of directors of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand to this Amended and Restated Certificate of Incorporation, on the 10th of November, 2003.

/s/ Phil Carrai

Name: Phil Carrai
Title: Chief Executive Officer

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:45 PM 04/11/2005
FILED 02:45 PM 04/11/2005
SRV 050290656—3919549 FILE

CERTIFICATE OF AMENDMENT
OF
SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
Al METRIX, INC.

Phil Carrai certifies that:

1. He is the duly elected Chief Executive Officer of Ai Metrix, Inc., a corporation organized and existing under the laws of the State of Delaware (the "**Corporation**").

2. The Corporation's original Certificate of Incorporation with the Secretary of State of Delaware was filed on August 24, 2001, in the name of Ai Metrix, Inc.

3. Upon the effectiveness of the filing of this Certificate of Amendment, the Series C Convertible Preferred Stock, par value $0.001 per share, of the Corporation shall be increased by 30,000 shares.

4. Upon the effectiveness of the filing of this Certificate of Amendment, the common stock, par value $0.001 per share, of the Corporation shall be increased by 30,000 shares.

5. The text of the Second Amended and Restated Certificate of Incorporation of the Corporation is hereby amended as follows:

Article FOUR, SECTION 1, of the Corporation's Second Amended and Restated Certificate of Incorporation is deleted in its entirety and the following is substituted therefor:

> ARTICLE IV (1). Designation and Number of Shares. The total number of shares of capital stock that the Corporation shall have authority to issue is **33,567,303**, of which (a) **17,353,900** shall be shares of common stock, pare value $0.001 per share (the "Common Stock"), (b) **14,213,403** shares shall be designated Series C Convertible Preferred Stock, par value $0.001 per share (the "Series C Preferred Stock") and (c) **2,000,000** shall be undesignated shares of preferred stock, par value $.001 per share ("Undesignated Preferred Stock," and collectively with the Series C Preferred Stock, the Preferred Stock"). The Corporation shall not issue fractional shares of Common Stock. In the event of any reclassification or reverse or forward stock split of any Common Stock or any class or series of Preferred Stock, all fractions of shares resulting therefrom will be rounded down to the nearest whole share, and the Corporation shall pay cash to each holder of a fractional share in an amount equal to such fractional amount multiplied by the fair market value of one share of Common Stock or class or series of Preferred Stock, as applicable, as determined by the Board of Directors of the Corporation as of the record date of such reclassification or reverse or forward stock split.

* * *

6. This Amendment to the Second Amended and Restated Certificate of Incorporation has been duly approved by the Board of Directors of the Corporation in accordance with Section 242 of the Delaware General Corporation Law ("**DGCL**").

7. This Amendment to the Second Amended and Restated Certificate of Incorporation was duly adopted by written consent of the stockholders of the Corporation in accordance with the applicable provisions of Section 228, 242 and 245 of the DGCL and written notice of the adoption of this Second Amended and Restated Certificate of Incorporation will promptly be given as provided by Section 228 of the DGCL to every stockholder entitled to such notice.

[signature page follows]

IN WITNESS WHEREOF, said Ai Metrix, Inc. has caused this First Amendment to its Second Amended and Restated Certificate of Incorporation to be signed by Phil Carrai, who is the Chief Executive Officer of Ai Metrix, Inc., this 31st day of March, 2005.

/s/ Phil Carrai

Phil Carrai
Chief Executive Officer

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:28 FM 10/18/2006
FILED 11:58 AM 10/18/2006
SRV 060955083—3419549 FILE

CERTIFICATE OF MERGER
OF
SHADOW IV, INC.
(a Delaware corporation)
INTO
AI METRIX, INC.
(a Delaware corporation)

****

The undersigned corporation

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations that are a party to the merger are as follows:

Name	State of Incorporation
Shadow IV, Inc.	Delaware
Ai Metrix, Inc.	Delaware

SECOND: That an Agreement and Plan of Merger by and among the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 251 of the Delaware General Corporation Law.

THIRD: That the name of the surviving corporation is Ai Metrix, Inc., a Delaware corporation.

FOURTH: That the Certificate of Incorporation of Ai Metrix, Inc., a Delaware corporation, shall be the Certificate of Incorporation of the surviving corporation, provided that from and after the effective time of the merger, the Certificate of Incorporation shall be amended and restated as set forth in Exhibit A hereto.

FIFTH: That the executed Agreement and Plan of Merger is on file at 5050 Murphy Canyon Road, Suite 200, San Diego, California 92123, the principal place of business of the surviving corporation.

SIXTH: That a copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: That this Certificate of Merger shall be effective on the date that it is filed with the Delaware Secretary of State.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Merger this 17th day of October, 2006.

AI METRIX, INC.

By: /s/ Phillip Carrai

Name: Phillip Carrai
Title: President and Chief Executive Officer

EXHIBIT A

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

AI METRIX, INC.

1. The name of the corporation is:

Al Metrix, Inc.

2. The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

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

4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000), all of which shall be Common Stock, and the par value of each share shall be $.001.

5. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, amend or repeal the bylaws of the corporation.

6. Election of directors need not be by written ballot unless the bylaws of the corporation shall so provide.

8. Limitation of Liability

A. No director of the corporation (or of any predecessor of the corporation) shall be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that this provision shall not eliminate or limit the liability of a director (a) for any breach of the director's duty of loyalty to the corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) wider Section 174 of the Delaware General Corporation Law or (d) for any transaction from which the director derived any improper personal benefits.

B. Any repeal or modification of the foregoing provision shall not adversely affect any right or protection of a director of the corporation existing at the time of or prior to such repeal or modification.

9. Indemnification

A. To the extent not prohibited by law, the corporation shall indemnify any person who is or was made, or threatened to be made, a party to any threatened, pending or completed action, suit or proceeding (a "Proceeding"), whether civil, criminal, administrative or investigative, including, without limitation, an action by or in the right of the corporation to procure a judgment in its favor, by reason of the fact that such person, or a person of whom such person is the legal representative, is or was a director or officer of the corporation (or of any predecessor of the corporation), or, at the request of the corporation (or any predecessor of the corporation), is or was serving as a director or officer of any other corporation or in a capacity with comparable authority or responsibility for any partnership, joint venture, trust, employee benefit plan or other enterprise (an "Other Entity"), against judgments, fines, penalties, excise taxes, amounts paid in settlement and costs, charges and expenses (including attorneys' fees, disbursements and other charges). Persons who are not directors or officers of the corporation (or otherwise entitled to

indemnification pursuant to the preceding sentence) may be similarly indemnified in respect of service to the corporation or to an Other Entity at the request of the corporation to the extent the Board of Directors at any time specified that such persons are entitled to the benefits of this Section 9.

B. The corporation shall, from time to time, reimburse or advance to any director or officer or other person entitled to indemnification hereunder the funds necessary for payment of expenses, including attorneys' fees and disbursements, incurred in connection with any Proceeding, in advance of the final disposition of such Proceeding; provided, however, that, if required by the Delaware General Corporation Law, such expenses incurred by or on behalf of any director or officer or other person may be paid in advance of the final disposition of a Proceeding only upon receipt by the corporation of an undertaking, by or on behalf of such director or officer (or other person indemnified hereunder), to repay any such amount so advanced if it shall ultimately be determined by final judicial decision from which there is no further right of appeal that such director, officer or other person is not entitled to be indemnified for such expenses.

C. The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this Section 9 shall not be deemed exclusive of any other rights to which a person seeking indemnification or reimbursement or advancement of expenses may have or hereafter be entitled under any statute, this Certificate of Incorporation, the Bylaws of the corporation, any agreement, any vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

D. The rights to indemnification and reimbursement or advancement of expenses provide by, or granted pursuant to, this Section 9 shall continue as to a person who has ceased to be a director or officer (or other person indemnified hereunder) and shall inure to the benefit of the executors, administrators, legatees and distributees of such person.

E. The corporation shall have the 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 of any predecessor of the corporation), or is or was serving at the request of the corporation (or any predecessor of the corporation) as a director, officer, employee or agent of an Other Entity, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under the provisions of this Section 9, the Bylaws of the corporation or under Section 145 of the Delaware General Corporation Law or any other provision of law.

F. The provisions of this Section 9 shall be a contract between the corporation, on the one hand, and each director and officer who serves in such capacity at any time while this Section 9 is in effect, and each director and officer who served in such capacity to any predecessor of the corporation at any time prior to this Certificate of incorporation, and any other person entitled to indemnification hereunder, on the other hand, pursuant to which the corporation and each such director, officer, or other person intended to be, and shall be, legally bound. No repeal or modification of this Section 9 shall affect any rights or obligations with respect to any state of facts then or theretofore existing or thereafter arising or any proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

G. The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this Section 9 shall be enforceable by any person entitled to such indemnification or reimbursement or advancement of expenses in any court of competent jurisdiction. The burden of proving that such indemnification or reimbursement or advancement of expenses is not appropriate shall be on the corporation. Neither the failure of the corporation

(including its Board of Directors, its independent legal counsel and its stockholders) to have made a determination prior to the commencement of such action that such indemnification or reimbursement or advancement of expenses is proper in the circumstances, nor an actual determination by the corporation (including its Board of Directors, its independent legal counsel and its stockholders) that such person is not entitled to such indemnification or reimbursement or advancement of expenses, shall constitute a defense to the action or create a presumption that such person is not so entitled. Such a person shall also be indemnified for any expenses incurred in connection with successfully establishing his or her right to such indemnification or reimbursement or advancement of expenses, in whole or in part, in any such proceeding.

H. Any director or officer of the corporation serving or who has served in any capacity of (a) another corporation of which a majority of the shares entitled to vote in the election of its directors is or was held, directly or indirectly, by the corporation or (b) any employee benefit plan of the corporation or any corporation referred to in clause (a) shall be deemed to be doing so, or have been doing so, at the request of the corporation or its predecessor.

I. Any person entitled to be indemnified or to reimbursement or advancement of expenses as a matter of right pursuant to this Section may elect to have the right to indemnification or reimbursement or advancement of expense; interpreted on the basis of the applicable law in effect at the time of the occurrence of the event or events giving rise to the applicable Proceeding, to the extent permitted by law, or on the basis of the applicable law in effect at the time such indemnification or reimbursement or advancement of expenses is sought. Such election shall be made, by a notice in writing to the corporation, at the time indemnification or reimbursement or advancement of expenses is sought; provided, however, that if no such notice is given, the right to indemnification or reimbursement or advancement of expenses shall be determined by the law in effect at the time indemnification or reimbursement or advancement of expenses is sought.

QuickLinks

Exhibit 3.9

BY-LAWS

of

AI METRIX, INC.
(a Delaware Corporation)

ARTICLE 1

DEFINITIONS

As used in these By-laws, unless the contest otherwise requires, the term:

1.1 "Assistant Secretary" means an Assistant Secretary of the Corporation.

1.2 "Assistant Treasurer" means an Assistant Treasurer of the Corporation.

1.3 "Board" means the Board of Directors of the Corporation.

1.4 "By-laws" means the by-laws of the Corporation, as amended from time to time.

1.5 "Certificate of Incorporation" means the certificate of incorporation of the Corporation, as amended, supplemented or restated from time to time.

1.6 "Chairman" means the Chairman of the Board of Directors of the Corporation.

1.7 "Chief Executive Officer" means the Chief Executive Officer of the Corporation.

1.8 "Chief Financial Officer" means the Chief Financial Officer of the Corporation.

1.9 "Corporation" means AI Metrix, Inc.

1.10 "Directors" means directors of the Corporation.

1.11 "Entire Board" means all directors of the Corporation in office, whether or not present at a meeting of the Board, but disregarding vacancies.

1.12 "General Corporation Law" means the General Corporation Law of the State of Delaware, as amended from time to time.

1.13 "Office of the Corporation" means the executive office of the Corporation, anything in Section 131 of the General Corporation Law to the contrary notwithstanding.

1.14 "President" means the President of the Corporation.

1.15 "Secretary" means the Secretary of the Corporation.

1.16 "Series A Preferred Stock" means the Series A Preferred Stock, par value $.001 per share, of the Corporation.

1.17 "Series B Preferred Stock" means the Series B Preferred Stock, par value $.001 per share, of the Corporation.

1.18 "Stockholders" means stockholders of the Corporation.

1.19 "Stockholders Agreement" means the Amended and Restated Stockholders Agreement, dated August 29, 2001, among the Corporation, General Atlantic Partners 74, L.P., GAP Coinvestment Partners II, L.P., GapStar LLC, Spectrum Equity Investors II, L.P., SEA 1998 II, L.P., Spectrum Equity Investors III, L.P., SEI III Entrepreneur's Fund, L.P., Spectrum III Investment Managers' Fund, L.P.

and the persons listed therein, as the same may be amended or amended and restated from time to time.

1.20 "Vice President" means a Vice President of the Corporation.

ARTICLE 2

STOCKHOLDERS

2.1 *Place of Meetings.* Every meeting of Stockholders shall be held at the office of the Corporation or at such other place within or without the State of Delaware as shall be specified or fixed in the notice of such meeting or in the waiver of notice thereof.

2.2 *Annual Meeting.* A meeting of Stockholders shall be held annually for the election of Directors and the transaction other business at such hour and on such business day in April or as may be determined by the Board and designated in the notice of meeting.

2.3 *Deferred Meeting for Election of Directors, Etc.* If the annual meeting of Stockholders for the election of Directors and the transaction of other business is not held within the months specified in Section 2.2 hereof, the Board shall can a meeting of Stockholders for the election of Directors and the transaction of other business as soon thereafter as convenient.

2.4 *Other Special Meetings.* A special meeting of Stockholders, unless otherwise prescribed by statute, may be called at any time by the Chairman of the Board of Directors, at least two Directors, the Chief Executive Officer, the Secretary, the General Atlantic Stockholders (as defined in the Stockholders Agreement) or the Spectrum Stockholders (as defined in the Stockholders Agreement). At any special meeting of Stockholders only such business may be transacted as is related to the purpose or purposes of such meeting set forth in the notice thereof given pursuant to Section 2.6 hereof or in any waiver of notice thereof given pursuant to Section 2.7 hereof.

2.5 *Fixing Record Date.* Subject to the terms of any outstanding shares of preferred stock of the Corporation with respect to the holders thereof, for the purpose of (a) determining the Stockholders entitled (i) to notice of or to vote at any meeting of Stockholders or any adjournment thereof, (ii) unless otherwise provided in the Certificate of Incorporation, to express consent to corporate action in writing without a meeting or (iii) 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 (b) any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date was adopted by the Board and which record date shall not be (x) in the case of clause (a)(i) above, more than sixty nor less than ten days before the date of such meeting, (y) in the case of clause (a)(ii) above, more than 10 days after the date upon which the resolution fixing the record date was adopted by the Board and (z) in the case of clause (a)(iii) or (b) above, more than sixty days prior to such action. If no such record date is fixed:

2.5.1 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;

2.5.2 the-record date far determining Stockholders entitled to express consent to in writing without a meeting (unless otherwise provided in the Certificate of Incorporation), when no prior action by the Brood is required under the General Corporation Law, shall be the first day on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an Officer or agent of the Corporation having custody of the book in which

proceedings of meetings of Stockholders are recorded; and when prior action by the Board is required under the General Corporation Law, the record data for determining Stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the date on which the Board adopts the resolution taking such prior action; and

2.5.3 the record date for determining Stockholders for any purpose other than those specified in Sections 2.5.1 and 25.2 shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

When a determination of Stockholders entitled to notice of or to vote at any meeting of Stockholders bas been made as provided in this Section 2.5, such determination shall apply to any adjournment thereof unless the Board fixes a new record date for the adjourned meeting. Delivery made to the Corporation's registered office in accordance with Section 2.5.2 shall be by hand or by certified or registered mail, return receipt requested.

2.6 *Notice of Meetings of Stockholders.* Except as otherwise provided in Sections 2.5 and 2.7 hereof, (a) whenever under the provisions of any statute, the Certificate of Incorporation or these By-laws, Stockholders are required or permitted to take any action at a meeting, written notice shall be given stating the place, date and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called and (b) whenever under the provisions of the Stockholders Agreement, the parties thereto are required or permitted to take any action at a meeting or by written consent, written notice shall be given in accordance with the Stockholders Agreement. Unless otherwise provided by any statute, the Certificate of Incorporation, these By-laws or the Stockholders Agreement, a copy of the notice of any meeting shall be given, personally, by mail or facsimile, not less than ten nor more than sixty days before the date of the meeting, to each Stockholder entitled to notice of or to vote at such meeting. Notices may be sent by facsimile only if the recipient stockholder has consented to such procedure in writing and provided a telephone number at which the stockholder agrees to receive notices. If mailed, such notice shall be deemed to be given when deposited in the United States mail, with postage prepaid, directed to the Stockholder at his or her address as it appears on the records of the Corporation. If given by facsimile, such notice shall be deemed to be given when the Corporation receives mechanical or electronic acknowledgment of receipt. An affidavit of the Secretary or an Assistant Secretary or the transfer agent of the Corporation that the notice required by this Section 2.6 has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken, and at the adjourned meeting any business may be transacted that might have been transacted at the meeting as originally called. If, however, the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Stockholder of record entitled to vote at the meeting.

2.7 *Waivers of Notice.* Whenever the giving of any notice is required by statute, the Certificate of Incorporation or these By-laws, a waiver thereof, in writing, signed by the Stockholder or Stockholders entitled to said notice, whether before or after the event as to which such notice is required, shall be deemed equivalent to notice. Attendance by a stockholder at a meeting shall constitute a waiver of notice of such meeting except when the Stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting has not been lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Stockholders need be specified in any written waiver of notice unless so required by statute, the Certificate of Incorporation, these By-laws or the Stockholder Agreement.

2.8 *List of Stockholders.* The Secretary shall prepare and make, or cause to be prepared and !made, at least ten 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, the Stockholder's agent, or attorney, at the Stockholder's expense, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten 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 whole time thereof, and may be inspected by any Stockholder who is present. The Corporation shall maintain the Stockholder list in written form or in another form capable of conversion into written form within a reasonable time. Upon the willful neglect or refusal of the Directors to produce such a list at any meeting for the election of Directors, they shall be ineligible for election to any office at such meeting. The stock ledger shall be the only evidence as to who are the Stockholders entitled to examine the stock ledger, the list of Stockholders or the books of the Corporation, or to vote in person or by proxy at any meeting of Stockholders.

2.9 *Quorum of Stockholders; Adjournment.* Except as otherwise provided by any statute, the Certificate or Incorporation, these By-laws or the Stockholders Agreement, the holders of a majority of all outstanding shares of stock entitled to vote at any meeting of Stockholders, present in person or represented by proxy, shall constitute a quorum for the transaction of any business at such meeting; *provided*, *however*, that notwithstanding the foregoing, such quorum must include (i) the General Atlantic Stockholders (as defined in the Stockholders Agreement) holding at least a majority of the shares of capital stock held by all General Atlantic Stockholders, so long as the General Atlantic Stockholders own shares of Series B Preferred Stock and (ii) the Spectrum Stockholders (as such term is defined in the Stockholders Agreement) holding at least a majority of the shares of capital stock held by all Spectrum Stockholders, so long as the Spectrum Stockholders own shares of Series A Preferred Stock. When a quorum is once present to organize a meeting of Stockholders, it is not broken by the subsequent withdrawal of any Stockholders. The holders of a majority of the shares of stock present in person or represented by proxy at any meeting of Stockholders, including an adjourned meeting, whether or not a quorum is present, may adjourn such meeting to another time and place. 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 of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; *provided*, *however*, that the foregoing shall not limit the right of the Corporation to vote stock, including but not limited to its own stock; held by it in a fiduciary capacity.

2.10 *Voting; Proxies.* Unless otherwise provided in the Certificate of Incorporation, every Stockholder of record shall be entitled at every meeting of Stockholders to one vote for each share of capital stock standing in his or her name on the record of Stockholders determined in accordance with Section 2.5 hereof. If the Certificate of Incorporation provides for more or less than one vote for any share on any matter, each reference in the By-laws or the General Corporation Law to a majority or other proportion of stock shall refer to such majority or other proportion of the votes of such stock. The provisions of Sections 212 and 217 of the General Corporation Law shall apply in determining whether any shares of capital stock may be voted and the persons, if any, entitled to vote such shares; but the Corporation shall be protected in assuming that the persons in whose names shares of capital stock stand on the stock lodger of the Corporation are entitled to vote such shares. Holders of redeemable shares of stock are not entitled to vote after the notice of redemption is mailed to such holders and a sum sufficient to redeem the stocks has been deposited with a bank, trust company or other financial institution under an irrevocable obligation to pay the holders the redemption price on surrender of the shares of stock. At any meeting of Stockholders (at which a quorum was present to organize the meeting), all matters, except as otherwise provided by statute, the Certificate of Incorporation (including, without limitation, the terms of the Series A Preferred Stock and the Series B Preferred Stock), these By-laws or the Stockholders Agreement (including, without limitation,

Section 6.6 thereof), shall be decided by a majority of the votes cast at such meeting by the holders of shares present in person or represented by proxy and entitled to vote thereon, whether or not a quorum is present when the vote is taken. All elections of Directors shall be by written ballot unless otherwise provided in the Certificate of Incorporation or the Stockholders Agreement. In voting on any-other question on which a vote by ballot is required by law or is demanded by any Stockholder entitled to vote, the voting shall be by ballot. Each ballot shall be signed by the Stockholder voting or the Stockholder's proxy and shall state the number of shares voted. On all other questions, the voting may be *viva voco*. Each Stockholder entitled to vote at a meeting of Stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such Stockholder by proxy. The validity and enforceability of any proxy shall be determined in accordance with Section 212 of the General Corporation Law. A Stockholder may revoke any proxy that is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or by delivering a proxy in accordance with applicable law bearing a later date to the Secretary.

2.11 *Voting Procedures and Inspectors of Election at Meetings of Stockholders.* The Board, in advance of any meeting of Stockholders, may appoint one or more inspectors to act at the meeting and make a written report thereof. The Board may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate has been appointed or is able to act at a meeting, the person presiding at the meeting may appoint, and on the request of any Stockholder entitled to vote thereat shall appoint, one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall (a) ascertain the number of shares outstanding and the voting power of each, (b) determine the shares represented at the meeting and the validity of proxies and ballots, (c) count all votes and ballots, (d) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors, and (e) certify their determination of the number of shares represented at the meeting and their count of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of their duties. Unless otherwise provided by the Board, the date and time of the opening and the closing of the polls for each matter upon which the Stockholders will vote at a meeting shall be determined by the person presiding at the meeting and shall be announced at the meeting. No ballot, proxies or votes, or any revocation thereof or change thereto, shall be accepted by the inspectors after the closing of the polls unless the Court of Chancery of the State of Delaware upon application by a Stockholder shall determine otherwise.

2.12 *Organization.* At each meeting of Stockholders, the Chief Executive Officer, or in the absence of the Chief Executive Officer, the Chairman, or if there is no Chairman or if there is one and the Chairman is absent, the President, or in the absence of the President, a Vice President, and in case more than one Vice President shall be present, that Vice President designated by the Board (or in the absence of any such designation, the most senior Vice President, based on age, present), shall act as chairman of the meeting. The Secretary, or in his or her absence, one of the Assistant Secretaries, shall act as secretary of the meeting. In case none of the officers above designated to act as chairman or secretary of the meeting, respectively, shall be present, a chairman or a secretary of the meeting, as the case may be, shall be chosen by a majority of the votes cast at such meeting by the holders of shares of capital stock present in person or represented by proxy and entitled to vote at the meeting.

2.13 *Order of Business.* The order of business at all meetings of Stockholders shall be as determined by the chairman of the meeting, but the order of business to be followed at any meeting at which a quorum is present may be changed by a majority of the votes cast at such meeting by the holders of shares of capital stock present in person or represented by proxy and entitled to vote at the meeting.

2.14 *Written Consent of Stockholders Without a Meeting.* Unless otherwise provided in the Certificate of Incorporation, any Action required by the Genera Corporation Law to be taken at any annual or special meeting of Stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action in accordance with statute, the Certificate of Incorporation, these Bylaws and the Stockholders Agreement at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered (by hand, by facsimile or by certified or registered mail, return receipt requested) to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of Stockholders are recorded. Every written consent shall bear the date of signature of each Stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered in the manner required by this Section 2.14, written consents signed by a sufficient number of holders to take action are delivered to the Corporation as aforesaid. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those Stockholders who have not consented in writing.

ARTICLE 3

DIRECTORS

3.1 *General Powers.* Except as otherwise provided in the Certificate of Incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board. The Board may adopt such rules and regulations, not inconsistent with statute, the Certificate of Incorporation, those By-laws or the Stockholders Agreement, as it may deem proper for the conduct of its meetings and the management of the Corporation. In addition to the powers expressly conferred by these By-laws, the Board may exercise all powers and perform all acts that are not required, by statute, the Certificate of Incorporation, these By-laws or the Stockholders Agreement, to be exercised and performed by the Stockholders.

3.2 *Number; Qualification; Term of Office.* The Board shall initially consist of six members. The number of Directors shall be fixed initially by the incorporator and may thereafter be changed from time to time by action, of the Stockholders or by action of the Board, in all cases pursuant to, and in accordance with, the Certificate of Incorporation and the Stockholders Agreement. Directors need not be Stockholders. Subject to the Stockholders Agreement, the terms of the Series A Preferred Stock and the terms of the Series B Preferred Stock, each Director shall hold office until a successor is elected and qualified or until the Director's death, resignation or removal.

3.3 *Election.* Directors shall, except as otherwise required by statute or by the Certificate of Incorporation, be elected by a plurality of the votes cast at a meeting of Stockholders by the holders of shares entitled to vote in the election. The individuals designated or nominated for election to the Board shall be designated and nominated in accordance with the Stockholders Agreement.

3.4 *Newly Created Directorships and Vacancies.* Unless otherwise provided in the Certificate of Incorporation or the Stockholders Agreement, newly created Directorships resulting from (a) an increase in the number of Directors may be filled by the affirmative votes of a majority of the entire Board, although less than a quorum, or by a sole remaining Director, or may be elected by a plurality of the votes cast by the holders of shares of capital stock entitled to vote in the election as a special meeting of Stockholders called for that purpose and (b) vacancies occurring in the Board for any other reason shall be filled in accordance with the Certificate of Incorporation and the Stockholders Agreement by a plurality of the votes cast by the holders of shares of capital stock entitled to vote in the election at a special meeting of Stockholders called for that purpose. A Director elected to fill a

vacancy shall be elected to hold office until a successor is elected and qualified, or until the Director's earlier death, resignation or removal in accordance with the Certificate of Incorporation and the Stockholders Agreement.

3.5 *Resignation.* Any Director may resign at any time by written notice to the Corporation. Such resignation shall take effect at the time therein specified, and, unless otherwise specified in such resignation, the acceptance of such resignation shall not be necessary to make it effective.

3.6 *Removal.* Subject to the provisions of Section 141(k) of the General Corporation Law and the Stockholders Agreement, any or all of the Directors may be removed with or without cause by vote of the holders of a majority of the shares then entitled to vote at an election of Directors, *provided*, *however*, that (i) no General Atlantic Director (as defined in the Stockholders Agreement) may be removed without the written consent of the General Atlantic Stockholders and (ii) no Spectrum Director (se defined in the Stockholders Agreement) may be removed without the written consent of the Spectrum Stockholders holding a majority of the Series A Preferred Stock owned by all Spectrum Stockholders.

3.7 *Compensation.* Each Director, in consideration of his or her service a such, shall be entitled to receive from the Corporation such amount per annum or such fees for attendance at Directors' meetings, or both, in accordance with Stockholders Agreement and as the Board may from time to time determine, together with reimbursement for the reasonable out-of-pocket expenses, if any, incurred by such Director in connection with the performance of his or her duties. Each Director who shall serve as a member of any committee of Directors in consideration of serving as such shall be entitled to such additional amount per annum or such fees for attendance at committee meetings, or both, as the Board may from time to time determine, together with reimbursement for the reasonable out-of-pocket expenses, if any, incurred by such Director in the performance of his or her duties. Nothing contained in this Section 3.7 shall preclude any Director from serving the Corporation or its subsidiaries in any other capacity and receiving proper compensation therefor.

3.8 *Times and Places of Meetings.* The Board may hold meetings, both regular and special, either within or without the State of Delaware. The times and places for holding meetings of the Board may be fixed from time to time by resolution of the Board or (unless contrary to a resolution of the Board) in the notice of the meeting.

3.9 *Annual Meeting.* On the day when and at the place where the annual meeting of Stockholders for the election of Directors is held, and as soon as practicable thereafter, the Board may hold its annual meeting, without notice of such meeting, for the purposes of organization, the election of officers and the transaction of other business. The annual meeting of the Board may be held at any other time and place specified in a notice given as provided in Section 3.11 hereof for-special meetings of the Board or in a waiver of notice thereof.

3.10 *Regular Meetings.* Regular meetings of the Board may be held without notice at such times and at such places as shall from time to time be determined by the Board.

3.11 *Special Meetings.* Special meetings of the Board may be called by the Chairman, the Chief Executive Officer or the Secretary or by any two or more Directors then serving on at least one day's notice to each Director given by one of the means specified in Section .14 hereof other than by mail, or on at least three days' notice if given by mail. Special meetings shall be called by the Chairman, the Chief Executive Officer or the Secretary in the manner and on like notice on the written request of any two or more of the Directors then serving.

3.12 *Telephone Meetings.* Directors or members of any committee designated by the Board may participate in a meeting of the Board or of such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear

each other, and participation in a meeting pursuant to this Section 3.12 shall constitute presence in person at such meeting.

3.13 *Adjourned Meetings.* A majority of the Directors present at any meeting of the Board, including an adjourned meeting, whether or not a quorum is present, may adjourn such meeting to another time and place. At least one day's notice of any adjourned meeting of the Board shall be given to each Director whether or not present at the time of the adjournment, if such notice shall be given by one of the means specified in Section 3.14 hereof other than by mail, or at least three days' notice if by mail. Any business may be transacted at an adjourned meeting that might have been transacted at the meeting as originally called.

3.14 *Notice Procedure.* Subject to Sections 3.11 and 3.17 hereof, whenever, under the provisions of any statute, the Certificate of Incorporation or these By-laws, notice is required to be given to any Director, such notice shall be deemed given effectively if given in person or by telephone, by mail addressed to such Director at such Director's address as it appears on the records of the Corporation, with postage thereon prepaid, or by e-mail, telecopy or similar means addressed as aforesaid.

3.15 *Waiver of Notice.* Whenever the giving of any notice is required by statute, the Certificate of Incorporation or these By-laws, a waiver thereof, in writing, signed by the person or persons entitled to said notice, whether before or after the event as to which such notice is requited, shall be deemed equivalent to notice. Attendance by a person at a meeting shall constitute a waiver of notice of such meeting except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting has not been lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Directors or a committee of Directors need be specified in any written waiver of notice unless so required by statute, the Certificate of Incorporation or these By-laws.

3.16 *Organization.* At each meeting of the Board, the Chairman, or in the absence of the Chairman, the Chief Executive Officer, or in the absence of the Chief Executive Officer, the President, or in the absence of the President, a chairmen chosen by a majority of the Directors present, shall preside. The Secretary shall act as secretary at each meeting of the Board. In case the Secretary shall be absent from any meeting of the Board, an Assistant Secretary shall perform the duties of secretary at such meeting; and in the absence from any such meeting of the Secretary and all Assistant Secretaries, the person presiding at the meeting may appoint any person to act as secretary of the meeting.

3.17 *Quorum of Directors.* The presence in person of a majority of the entire Board shall be necessary and sufficient to constitute a quorum for the transaction of business at any meeting of the Board, but a majority of a smaller number may adjourn any such meeting to a later date; *provided*, *however*, that such quorum must include at least one of the General Atlantic Directors and the Spectrum Director.

3.18 *Action Without Meeting.* Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, 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 all Directors or members of such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

ARTICLE 4

COMMITTEES OF THE BOARD

The Board may, by resolution passed by a vote of a majority of the entire Board, designate one or more committees, each committee to consist of one or more of the Directors of the Corporation and shall include Directors appointed to each committee in accordance with the Stockholders Agreement.

The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. If a member of a committee shall be absent from any meeting, or disqualified from voting thereat, the remaining member or members present and not disqualified from voting, whether or not such member of members constitute a quorum, may, by a unanimous vote, appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board passed as aforesaid, shall have an may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be impressed on all papers that may require it, *provided*, *however*, that no such committee shall have the power or authority of the Board in reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation under the General Corporation Law (other than under Section 253), recommending to the Stockholders (a) the sale, lease or exchange of all or substantially all of the Corporation's property and assets, or (b) a dissolution of the Corporation or a revocation of a dissolution, or amending the By-laws of the Corporation; and, unless the resolution designating it expressly so provides, no such committee shall have the power and authority to declare a dividend, to authorize the issuance of stock or to adopt a certificate of ownership and merger pursuant to Section 253 of the General Corporation Law, and *provided further*, that notwithstanding anything to the contrary set forth in this Article 4, no such committee shall have the power or authority of the Board in reference to any of the matters set forth in Section 6.6 of the Stockholders Agreement. Unless otherwise specified in the resolution of the Board designating a committee, at all meetings of such committee a majority of the total number of members of the committee shall constitute a quorum of the transaction of business, and the vote of a majority of the members of the committee present at any meeting at which there is a quorum shall be the act of the committee. Each committee shall keep regular minutes of its meetings. Unless the Board otherwise provides, each committee designated by the Board may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board conducts its business pursuant to Article 3 of these By-laws.

ARTICLE 5

OFFICERS

5.1 *Positions.* The officers of the Corporation shall be a Chairman, a Chief Executive Officer, a President, a Secretary, a Chief Financial Officer and such other officers as the Board may appoint, including one or more Vice Presidents and one or more Assistant Secretaries and Assistant Treasurers, who shall exercise such powers and perform such duties as shall be determined from time to time by the Board. The Board may designate one or more Vice Presidents as Executive Vice Presidents and may use descriptive words or phrases to designate the standing, seniority or areas of special competence of the Vice Presidents elected or appointed by it. Any number of offices may be held by the same person unless the Certificate of Incorporation or these By-laws otherwise provide.

5.2 *Appointment.* The officers of the Corporation, including the Chairman, shall be chosen by the Board at its annual meeting or at such other time or times as the Board shall determine.

5.3 *Compensation.* The compensation of all officers of the Corporation shall be fixed by the Board. No officer shall be prevented from receiving a salary or other compensation by reason of the fact that the officer is also a Director.

5.4 *Term of Office.* Each officer of the Corporation shall hold office for the term for which he or she is elected and until such officer's successor is chosen and qualifies or until such officer's earlier death, resignation or removal. Any officer may resign at any time upon written notice to the Corporation. Such resignation shall take effect at the date of receipt of such notice or at such later time as is therein specified and, unless otherwise specified, the acceptance of such resignation shall not

be necessary to make it effective. The resignation of an officer shall be without prejudice to the contract rights of the Corporation, if any. Any officer elected or appointed by the Board may be removed at any time; with or without cause, by vote of a majority of the entire Board. Any vacancy occurring in any office of the Corporation shall be filled by the Board. The removal of an officer without cause shall be without prejudice to the officer's contract rights, if any. The election or appointment of an officer shall not of itself create contract rights.

5.5 *Fidelity Bonds.* The Corporation may secure the fidelity of any or all of its officers or agents by bond or otherwise.

5.6 *Chairman.* The Chairman, if one shall have been appointed, shall preside at all meetings of the Board and shall exercise such other powers and perform such other duties as shall be determined from time to time by the Board.

5.7 *Chief Executive Officer.* The Chief Executive Officer shall be the Chief Executive Officer of the Corporation and shall have general supervision over the business of the Corporation, subject, however, to the control of the Board and of any duly authorized committee of Directors. The Chief Executive Officer shall preside at all meetings of the Stockholders and at all meetings of the Board at which the Chairman (if there be one) is not present. The Chief Executive Officer may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts and other instruments except in cases in which the signing and execution thereof shall be expressly delegated by the Board or by these By-laws to some other officer or agent of the Corporation or shall be required by statute otherwise to be signed or executed and, in general, the Chief Executive Officer shall perform all duties incident to the office of Chief Executive Officer of a corporation and such other duties as may from time to time be assigned to the Chief Executive Officer by the Board.

5.8 *President.* The President shall be the President and Chief Operating Officer of the Corporation and shall have general supervision over the business of the Corporation, subject, however, to the control of the Board and of any duly authorized committee of Directors. The President may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts and other instruments except in cases in which the signing and execution thereof shall be expressly delegated by the Board or by these By-laws to some other officer or agent of the Corporation or shall be required by statute otherwise to be signed or executed and, in general, the President shall perform all duties incident to the office of President of a corporation and such other duties as may from time to time be assigned to the President by the Board.

5.9 *Vice President.* At the request of the Chief Executive Officer, or in the Chief Executive Officer's absence at the request of the President, or, in the President's absence, at the request of the Board, the Vice Presidents shall (in such order as may be designated by the Board, or, in the absence of any such designation, in order of seniority based on age) perform all of the duties of the President and, in so performing, shall have all the powers of, and be subject to all restrictions upon, the President. Any Vice President may sign and execute in the name of the Corporation deeds, mortgages, bonds, contracts or other instruments, except in cases in which the signing and execution thereof shall be expressly delegated by the Board or by these By-laws to some other officer or agent of the Corporation, or shall be required by statute otherwise to be signed or executed, and each Vice President shall perform such other duties as from time to time may be assigned to such Vice President by the Board or by the President.

5.10 *Secretary.* The Secretary shall attend all meetings of the Board and of the Stockholders and shall record all the proceedings of the meetings of the Board and of the Stockholders in a book to be kept for that purpose, and shall perform like duties for committees of the Board, when required. The Secretary shall give, or cause to be given, notice of all special meetings of the Board and of the Stockholders and shall perform such other duties as may be prescribed by the Board, the Chief Executive Officer or the President. The Secretary shall be under the supervision of the Chief Executive Officer. The Secretary shall have custody of the corporate seal of the Corporation, and the Secretary, or an Assistant Secretary, shall have authority to impress the same on any instrument requiring it, and when so impressed the seal may be attested by the signature of the Secretary or by the signature of such Assistant Secretary. The Board may give general authority to any other officer to impress the seal of the Corporation and to attest the same by such officer's signature. The Secretary or an Assistant Secretary may also attest all instruments signed by the Chief Executive Officer, the President or any Vice President. The Secretary shall have charge of all the books, records and papers of the Corporation relating to the organization and management, shall see that the reports, statements and other documents required by statute are properly kept and filed and, in general, shall perform all duties incident to the office of Secretary of a corporation and such other duties as may from time to time be assigned to the Secretary by the Board, the Chief Executive Officer or the President.

5.11 *Chief Financial Officer.* The Chief Financial officer shall be the Chief Financial Officer and treasurer of the Corporation and shall have charge and custody of, and be responsible for, all funds, securities and notes of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any sources whatsoever; deposit all such moneys and valuable effects in the name and to the credit of the Corporation in such depositaries as may be designated by the Board; against proper vouchers, cause such funds to be disbursed by checks or drafts on the authorized depositaries of the Corporation signed in such manner as shall be determined by the Board and be responsible for the accuracy of the amounts of all moneys so disbursed; regularly enter or cause to be entered in books or other records maintained for the purpose full and adequate account of all moneys received or paid for the account of the Corporation; have the right to require from time to time reports or statements giving such information as the Chief Financial Officer may desire with respect to any and all financial transactions of the Corporation from the officers or agents transacting the same; render to the Chief Executive Officer, the President or the Board, whenever the Chief Executive Officer, the President or the Board shall require the Chief Financial Officer to do so, an account of the financial condition of the Corporation and of all financial transactions. of the Corporation; exhibit at all reasonable times the records and books of account to any of the Directors upon application at the office of the Corporation where such records and books are kept; disburse the funds of the Corporation as ordered by the Board; and, in general, perform all duties incident to the office of Chief Financial Officer of a corporation and such other duties as may from time to time be assigned to the Chief Financial Officer by the Board, the Chief Executive Officer or the President.

ARTICLE 6

CONTRACTS, CHECKS, DRAFTS, BANK ACCOUNTS, ETC.

6.1 *Execution of Contracts.* The Board, except as otherwise provided in these By-laws, may prospectively or retroactively authorize any officer or officers, employee or employees or agent or agents, in the name and on behalf of the Corporation, to enter into any contract or execute and deliver any instrument, and any such authority may be general or confined to specific instances, or

6.2 *Loans.* The Board may prospectively or retroactively authorize the Chief Executive Officer, the President or any other officer, employee or agent of the Corporation to effect loans and advances at any time for the Corporation from any bank, trust company or other institution, or from any firm, corporation or individual, and for such loans and advances the person so authorized may make, execute and deliver promissory notes, bonds or other certificates or evidences of indebtedness of the

Corporation, and, when authorized by the Board so to do, may pledge and hypothecate or transfer any securities or other property of the Corporation as security for any such loans or advances. Such authority conferred by the Board may be general or confined to specific instances, or otherwise limited.

6.3 *Checks, Drafts, Etc.* All checks, drafts and other orders for the payment of money out of the funds of the Corporation and all evidences of indebtedness of the Corporation shall be signed on behalf of the Corporation in such manner as shall from time to time be determined by resolution of the Board.

6.4 *Deposits.* The funds of the Corporation not otherwise employed shall be deposited from time to time to the order of the Corporation with such banks, trust companies, investment banking firms, financial institutions or other depositaries as the Board may select or as may be selected by an officer, employee or agent of the Corporation to whom such power to select may from time to time be delegated by the Board.

ARTICLE 7

STOCK AND DIVIDENDS

7.1 The shares of capital stock of the Corporation shall be represented by certificates in such form (consistent with the provisions of Section 158 of the General Corporate Law) as shall be approved by the Board. Such certificates shall be signed by the Chairman, the President or a Vice President and by the Secretary or an Assisted Secretary or the Treasurer or an Assistant Treasurer, and may be impressed with the seal of the Corporation or a facsimile thereof. The signatures of the officers upon a certificate may be facsimiles, if the certificate is countersigned by a transfer agent or registrar other than the Corporation itself or its employee. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon any certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may, unless otherwise ordered by the Board, be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

7.2 *Transfer of Shares.* Transfers of shares of capital stock of the Corporation shall be made (a) only in accordance with the Stockholders Agreement (to the extent a Stockholder is party thereto) and (b) on the books of the Corporation only by the holder thereof or by the holder's duly authorized attorney appointed by a power of attorney duly executed and filed with the Secretary or a transfer agent of the Corporation, and on surrender of the certificate or certificates representing such shares of capital stock properly endorsed for transfer and upon payment of all necessary transfer taxes. Every certificate exchanged, returned or surrendered to the Corporation shall be marked "Cancelled," with the date of cancellation, by the Secretary or an Assistant Secretary or the transfer agent of the Corporation. A person in whose name shares of capital stock shall stand on the books of the Corporation shall be deemed the owner thereof to receive dividends, to vote as such owner and for all other purposes as respects the Corporation. No transfer of shares of capital stock shall be valid as against the Corporation, its Stockholders and creditors for any purpose, except to render the transferee liable for the debts of the Corporation to the extent provided by law, until such transfer shall have been entered on the books of the Corporation by an entry showing from and to whom transferred.

7.3 *Transfer and Registry Agents.* The Corporation may from time to time maintain one or more transfer offices or agents and registry offices or agents at such place or places as may be determined from time to time by the Board.

7.4 *Lost, Destroyed, Stolen and Mutilated Certificates.* The holder of any shares of capital stock of the Corporation shall immediately notify the Corporation of any loss, destruction, theft or mutilation of the certificate representing such shares, and the Corporation may issue a new certificate to replace the certificate alleged to have been lost, destroyed, stolen or mutilated. The Board may, in its discretion, as

a condition to the issue of any such new certificate, require the owner of the lost, destroyed, stolen or mutilated certificate, or his or her legal representatives, to make proof satisfactory to the Board of such loss, destruction, theft or mutilation and to advertise such fact in such manner as the Board may require, and to give the Corporation and its transfer agents and registrars, or such of them as the Board may require, a bond in such form, in such sums and with such surety or sureties as the Board may direct, to indemnify the Corporation and its transfer agents and registrars against any claim that may be made against any of them on account of the continued existence of any such certificate so alleged to have been lost, destroyed, stolen or mutilated and against any expense in connection with such claim.

7.5 *Rules and Regulations.* The Board may make such rules and regulations as it may deem expedient, not inconsistent with, in conformity with and not in derogation of the Certificate of Incorporation, these By-laws or the Stockholders Agreement, concerning the issue, transfer and registration of certificates representing shares of its capital stock.

7.6 *Restrictions on Transfer of Stock.* A written restriction on the transfer or registration of transfer of capital stock of the Corporation, if permitted by Section 202 or the General Corporation Law and noted conspicuously on the certificate representing such capital stock, may be enforced against the holder of the restricted capital stock or any successor or transferee of the holder, including an executor, administrator, trustee, guardian or other fiduciary entrusted with like responsibility for the person or estate of the holder. Unless noted conspicuously on the certificate representing such capital stock, a restriction, even though permitted by Section 202 of the General Corporation Law, shall be ineffective except against a person with actual knowledge of the restriction. A restriction on the transfer or registration of transfer of capital stock of the Corporation may be imposed either by the Certificate of Incorporation, the Stockholders Agreement or any other agreement among any number of Stockholders or among such Stockholders and the Corporation. No restriction so imposed shall be binding with respect to capital stock issued prior to the adoption of the restriction unless the holders of such capital stock are parties to an agreement or voted in favor of the restriction.

7.7 *Dividends, Surplus, Etc.* Subject to the provisions of statute, the Certificate of Incorporation and the Stockholders Agreement, the Board:

7.7.1 may declare and pay dividends or make other distributions on the outstanding shares of capital stock;

7.7.2 may use and apply, in its discretion, any of the surplus of the Corporation in purchasing or acquiring any shares of capital stock of the Corporation, or mature warrants therefor, in accordance with law, or any of its bonds, debentures, notes, scrip or other securities or evidences or indebtedness; and

7.7.3 may set aside from time to time out of such surplus or net profits such sum or sums as, in its discretion, it may think proper, as a reserve fund to meet comingencies, or for equalizing dividends or for the purpose of maintaining or increasing the property or business of the Corporation, or for any purpose it may think conducive to the best interests of the Corporation.

ARTICLE 8

INDEMNIFICATION

8.1 *Indemnifying Undertaking.* To the extent not prohibited by law, the Corporation shall indemnify any person who is or was made, or threatened to be made, a party to any threatened, pending or completed action, suit or proceeding (a "Proceeding"), whether civil, criminal, administrative or investigative, including, without limitation, an action by or in the right of the Corporation to procure a judgment in its favor, by reason of the fact that such person, or a person o whom such person is the legal representative, is or was a Director or officer of the Corporation, or, at

the request of the Corporation, is or was serving as a director or officer of any corporation or in a capacity with comparable authority or responsibilities for any partnership, joint venture, trust, employee benefit plan or other enterprise (an "Other Entity"); against judgments, fines, penalties, excise taxes, amounts paid in settlement and costs, charges and expenses (including attorneys' fees, disbursements and other charges). Persons who are not directors or officers of the Corporation (or otherwise entitled to indemnification pursuant to the preceding sentence) may be similarly indemnified in respect of service to the Corporation or to an Other Entity at the request of the Corporation to the extent the Board at any time specifics that such persons are entitled to the benefits of this Article 8.

8.2 *Advancement of Expenses.* The Corporation shall, from time to time, reimburse or advance to any Director or officer or other person entitled to indemnification hereunder the funds necessary for payment of expenses, including attorneys' fees and disbursements, incurred in connection with any Proceeding, in advance of the final disposition of such Proceeding; *provided*, *however*, that, if required by the General Corporation Law, such expenses incurred by or on behalf of any Director or officer or other person may be paid in advance of the final disposition of a Proceeding only upon receipt by the Corporation of an undertaking, by or on behalf of such Director or officer (or other person indemnified hereunder), to repay any such amount so advanced if it shall ultimately be determined by final judicial decision from which there is no further right of appeal that such Director, officer or other person is not entitled to be indemnified for such expenses.

8.3 *Rights Not Exclusive.* The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this Article 8 shall not be deemed exclusive of any other rights to which a person seeking indemnification or reimbursement or advancement of expenses may have or hereafter be entitled under any statute, the Certificate of Incorporation, these By-Laws, any agreement, any vote of Stockholders or disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

8.4 *Continuation of Benefits.* The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a Director or officer (or other person indemnified hereunder) and shall inure to the benefit of the executors, administrators, legatees and distributees of such person.

8.5 *Insurance.* 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 an Other Entity, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article 8, the Certificate of Incorporation or under section 145 of the General Corporation Law or any other provision of law.

8.6 *Binding Effect.* The provisions of This Article 8 shall be a contract between the Corporation, on the one hand, and each Director and officer who serves in such capacity at any time while this Article 8 is in effect and any other person entitled to indemnification hereunder, on the other hand, pursuant to which the Corporation and each such Director, officer or other person intend to be, and shall be legally bound. No repeal or modification of this Article 8 shall affect any rights or obligations with respect to any state of facts then or theretofore existing or thereafter arising or any proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

8.7 *Procedural Rights.* The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, this Article 8 shall be enforceable by any person entitled to such indemnification or reimbursement or advancement of expenses in any court of competent jurisdiction. The burden of proving that such indemnification or reimbursement or advancement of expenses is not appropriate shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, its independent legal counsel and its Stockholders) to have made a

determination prior to the commencement of such action that such indemnification or reimbursement or advancement of expenses is proper in the circumstances nor an actual determination by the Corporation (including its Board of Directors, its independent legal counsel and its Stockholders) that such person is not entitled to such indemnification or reimbursement or advancement of expenses shall constitute a defense to the action or create a presumption that such person is not so entitled. Such a person shall also be indemnified for any expenses incurred in connection with successfully establishing his or her right to such indemnification or reimbursement or advancement of expense, in whole or in part, in any such proceeding.

8.8 *Service Deemed at Corporation's Request.* Any Director or officer of the Corporation serving in any capacity (a) another corporation of which a majority of the shares entitled to vote in the election of its directors is held, directly or indirectly, by the Corporation or (b) any employee benefit plan of the Corporation or any corporation referred to in clause (a) shall be deemed to be doing so at the request of the Corporation.

8.9 *Election of Applicable Law.* Any person entitled to be indemnified or to reimbursement or advancement of expenses as a matter of right pursuant to this Article 8 may elect to have the right to indemnification or reimbursement or advancement of expenses interpreted on the basis of the applicable law in effect at the time of the occurrence of the event or events giving rise to the applicable Proceeding, to the extent permitted by law, or on the basis of the applicable law in effect at the time such indemnification or reimbursement or advancement of expenses is sought. Such election shall be made, by a notice in writing to the Corporation, at the time indemnification or reimbursement or advancement of expenses is sought; *provided*, however, that if no such notice is given, the right to indemnification or reimbursement or advancement of expenses shall be determined by the law in effect at the time indemnification or reimbursement or advancement of expenses is sought.

ARTICLE 9

BOOKS AND RECORDS

9.1 *Books and Records.* There shall be kept at the principal office of the Corporation correct and complete records and books of account recording the financial transactions of the Corporation and minutes of the proceedings of the Stockholders, the Board and any committee of the Board. The Corporation shall keep at its principal office, or at the office of the transfer agent or registrar of the Corporation, a record containing the names and addresses of all Stockholders, the number and class of shares held by each and the dates when they respectively became the owners of record thereof.

9.2 *Form of Records.* Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs, or any other information storage device, provided that the records so kept can be converted into clearly legible written form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

9.3 *Inspection of Books and Records.* Except as otherwise provided by law, the Board shall determine from time to time whether, and, if allowed, when and under what conditions and regulations, the accounts, books, minutes and other records of the Corporation, or any of them, shall be open to the Stockholders for inspection.

ARTICLE 10

SEAL

The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

ARTICLE 11

FISCAL YEAR

The fiscal year of the Corporation shall be fixed, and may be changed, by resolution of the Board.

ARTICLE 12

PROXIES AND CONSENTS

Unless otherwise directed by the Board, the Chairman, the Chief Executive Officer, the President, any Vice President, the Secretary or the Chief Financial Officer, or any one of them, may execute and deliver on behalf of the Corporation proxies respecting any and all shares or other ownership interests of any Other Entity owned by the Corporation appointing such person or persons as the officer executing the same shall deem proper to represent and vote the shares or other ownership interests so owned at any and all meetings of holders of shares or other ownership interests, whether general or special, and/or to execute and deliver consents reporting such shares or other ownership interests; or any of the aforesaid officers may attend any meeting of the holders of shares or other ownership interests of such Other Entity and thereat vote or exercise any or all other powers of the Corporation as the holder of such shares or other ownership interests.

ARTICLE 13

AMENDMENTS

Subject to the Stockholders Agreement, the consent rights of the holders of the Series A Preferred Stock as stated in the terms of the Series A Preferred Stock and the consent rights of the holders of Series B Preferred Stock as stated in the terms of the Series B Preferred Stock, these By-Laws may be amended or repealed and new By-Laws may be adopted by the Board or by a vote of the holders of shares entitled to vote in the election of Directors. Any By-Laws adopted or amended by the Board may be amended or repealed by the Stockholders entitled to vote thereon consistent with and in accordance with the Stockholders Agreement, the consent rights of the holders of the Series A Preferred Stock as stated in the terms of the Series A Preferred Stock and the consent rights of the holders of Series B Preferred Stock as stated in the terms of the Series B Preferred Stock.

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Exhibit 3.10

CERTIFICATE OF INCORPORATION
OF
CHARLESTON MARINE CONTAINERS INC.

The undersigned, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the General Corporation Law of the State of Delaware, does hereby certify as follows:

FIRST: The name of the corporation is Charleston Marine Containers Inc.

SECOND: The registered office of the corporation is to be located at 1013 Centre Road, Wilmington, DE 19605 in Hew Castle County, in the State of Delaware. The name of its registered agent at such address is The Prentice-Hall Corporation System, Inc.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of stock which the corporation is authorized to issue is one thousand (1,000) shares, and the par value of each of such shares is $1.00. All such shares are of one class and are shares of Common Stock.

FIFTH: The name and address of the Sole Incorporator are as follows:

NAME	ADDRESS
John T. Landry, Jr.	Sea Containers America Inc. 1155 Avenue of the Americas New York, New York 10036

SIXTH: The following provisions are inserted for the management of the business and for the conduct of the affairs of the corporation, and for further definition, limitation and regulation of the powers of the corporation and of its directors and stockholders:

(1) The number of directors of the corporation shall be such as from time to time shall be fixed by, or in the manner provided in, the by-laws. Election of directors need not be by ballot unless the by-laws so provide.

(2) The Board of Directors shall have power without the assent or vote of the stockholders to make, alter, amend, change, add to or repeal the by-laws of the corporation, subject only to Such limitation, if any, as may from time to time be imposed by the by-laws; to fix and vary the amount of capital to be reserved for any proper purpose; to authorize and cause to be executed mortgages and liens upon all or any part of the property of the corporation; to determine the use and disposition of any surplus or net profits; and to fix the times for the declaration and payment of dividends.

(3) In addition to the powers and authorities hereinbefore or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the corporation; subject, nevertheless, to the provisions of the statutes of the State of Delaware, of this certificate, and to any by-laws from time to time made by the stockholders; provided, however, that no by-laws so made shall invalidate any prior act of the directors which would have been valid if such by-law had not been made.

SEVENTH: The corporation shall to the full extent permitted by Section 145 of the Delaware General Corporation Law, as amended from time to time, indemnify all directors and officers of the corporation whom it may indemnify pursuant thereto.

EIGHTH: No director shall be personally liable to the corporation or its stockholders for monetary damages for breach of his fiduciary duty as a director, provided that the foregoing shall not limit the liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for unlawful payment of a dividend or an unlawful stock purchase or redemption under Section 174 of the Delaware General Corporation Law, as amended from time to time, except as may be permitted by said Section 174, or (iv) for any transaction from which the director derived an improper personal benefit.

NINTH: 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 law, and all rights and powers conferred herein on stockholders, directors and officers are subject to this reserved power.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 11th day of June, 1996.

/s/ John T. Landry, Jr.

John T. Landry, Jr.
Sole Incorporator

QuickLinks

Exhibit 3.11

CHARLESTON MARINE CONTAINERS INC.

BY-LAWS

BY-LAWS
OF

CHARLESTON MARINE CONTAINERS INC.
a Delaware corporation
(the "Company")

(As adopted by the Sole Incorporator on June 13, 1996, and approved by the Board of Directors on June 13, 1996.)

ARTICLE I. Stockholders

Section 1.1 *Annual Meeting.* The annual meeting of stockholders of the Company, for the election of directors and for the transaction of any other business which may properly be transacted at the annual meeting, shall be held at such hour on such day and at such place within or without the State of Delaware as may be fixed by the Board of Directors.

Section 1.2 *Special Meetings.* A special meeting of the stockholders of the Company entitled to vote on any business to be considered at any such meeting may be called by the President or the Secretary when directed to do so by resolution of the Board of Directors or at the written request of directors representing a majority of the Whole Board or at the written request of the holders of stock representing a majority of the voting power of the Company entitled to vote at such meeting. Any such request shall state the purpose or purposes of the proposed meeting.

Section 1.3 *Notice of Meetings.* (a) Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called.

(b) Unless otherwise provided by law, and except as to any stockholder duly waiving notice, the written notice of any meeting shall be given personally or by mail, not less than ten nor more than 60 days before the date of the meeting to each stockholder entitled to vote at such meeting. If mailed, notice shall be deemed given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the stock records of the Company.

(c) When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Company may transact any business which might have been transacted at the original meeting. If, however, the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 1.4 *Quorum.* Except as otherwise provided by law in respect of the vote of holders of stock that shall be required for a specified action, at any meeting of stockholders the holders of stock representing a majority of the voting power of the Company entitled to vote thereat, either present or represented by proxy, shall constitute a quorum for the transaction of any business, but the stockholders present, although less than a quorum, may adjourn the meeting to another time or place and, except as provided in Section 1.3(c) of these By-Laws, notice need not be given of the adjourned meeting.

Section 1.5 *Voting.* (a) Whenever directors are to be elected at a meeting, they shall be elected by a plurality of the votes cast at the meeting by the holders of stock entitled to vote thereat. Whenever any corporate action, other than the election of directors, is to be taken by vote of stockholders at a meeting, it shall, except as otherwise required by law or by the certificate of

incorporation or by these By-Laws, be authorized by a majority of the votes cast as the meeting by the holders of stock entitled to vote thereat.

(b) Except as otherwise provided by law or by the certificate of incorporation, each holder of record of stock of the Company entitled to vote on any matter shall be entitled to one vote for each share of capital stock standing in the name of such holder on the share of capital stock standing in the name of such holder on the stock ledger of the Company on the record date for the determination of the stockholders entitled to vote on such matter.

Section 1.6 *Presiding Officer and Secretary.* At every meeting of stockholders the President, or in the President's absence a Vice President, or, if none be present, the appointee of the meeting, shall preside. The Secretary, or in the Secretary's absence an Assistant Secretary, or if none be present, the appointee of the presiding officer of the meeting, shall act as secretary of the meeting.

Section 1.7 *Proxies.* Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. Every proxy shall be signed by the stockholder or by such stockholder's duly authorized attorney. A proxy that does not transact any business which might have been transacted at the original meeting. If, however, the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 1.8 *List of Stockholders.* (a) The officer who has charge of the stock ledger of the Company shall prepare and make, at least ten 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 such stockholder's name. Such list shall be open to the examination of any stockholder entitled to vote at the meeting, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten 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 whole time thereof, and may be inspected by any stockholder entitled to vote at the meeting who is present.

(b) The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by this Section 1.8 or the books of the Company, or to vote in person or by proxy at any meeting of stockholders.

ARTICLE II. Directors

Section 2.1 *Number of Directors.* The Board of Directors shall consist of such number of persons, not less than three, as shall be determined from time to time by the affirmative vote at a meeting of the holders of stock representing a majority of the voting power of the Company or by resolution of the Board of Directors, adopted by a majority of the Whole Board; provided that the number of directors shall not be reduced so as to shorten the term of any director at the time in office; and provided, further, that the number of directors shall initially be three until otherwise determined by the affirmative vote at a meeting of the holders of stock representing a majority of the voting power of the Company or by resolution of the Board of Directors, adopted by a majority of the Whole Board.

Section 2.2 *Election and Term of Directors.* Directors shall be elected annually at the annual meeting of stockholders. Each director shall hold office until such director's successor is elected and qualified or until such director's earlier resignation or removal. If the annual election of directors is not held on the date designated therefor, the directors shall cause such election to be held as soon

thereafter as convenient. The stockholders at any meeting called for the purpose, by vote of a majority of the outstanding stock entitled to vote, may remove from office any director, either with or without cause, and elect such director's successor.

Section 2.3 *Vacancies and Newly Created Directorships.* Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by election at a meeting of stockholders. Vacancies and such newly created directorships may also be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director.

Section 2.4 *Resignation.* Any director may resign from office at any time either by oral tender of resignation at any meeting of the Board or by oral tender to the President or by giving written notice to the Secretary of the Company. Any such resignation shall take effect at the time it specifies or, if the time be not specified, upon receipt, and the acceptance of such resignation, unless required by its terms, shall not be necessary to make such resignation effective.

Section 2.5 *Meetings.* Meetings of the Board, regular or special, may be held at any place within or without the State of Delaware. An annual meeting of the Board for the appointment of officers and the transaction of any other business shall be held immediately following the annual meeting of stockholders at the same place at which such meeting shall have been held, and no notice thereof need be given. If the meeting is not so held, the annual meeting of the Board shall take place as soon thereafter as is practicable, either at the next regular meeting of the Board or at a special meeting. The Board may fix times and places for regular meetings. The Board may fix times and places for regular meeting of the Board and no notice of such meetings need be given. A special meeting of the Boar shall be held whenever called by the President or by any director (except that if more than one meeting be called by directors in any period of 180 days or less, each such meeting so called may be called only by a majority of the directors then in office) at such time and place as shall be specified in the notice or waiver thereof. Notice of each special meeting shall be given by the Secretary or by a person calling the meeting to each director by mailing the same, first class postage prepaid, not later than the second day before the meeting, or personally or by telegraphing, sending by telephone facsimile or telephoning the same not later than the day before the meeting.

Section 2.6 *Quorum and Voting.* One-third of the Whole Board of Directors shall constitute a quorum for the transaction of business (except as otherwise provided by Section 2.3 hereof), but in no event shall a quorum consist of less than one director. If there be less than a quorum at any meeting of the Board, a majority of the directors present may adjourn the meeting from time to time, and no further notice thereof need be given other than announcement at the meeting which shall be so adjourned. Except as otherwise provided by law or by these By-Laws, the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.7 *Written Consents and Meetings by Telephone.* Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board or of such committee, as the case may be, consent thereto in writing and the writing or writings are filed with the minutes of proceedings of the Board or committee. Members of the Board of Directors or any committee designated by the Board may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this sentence shall constitute presence in person at such meeting.

Section 2.8 *Compensation.* Directors may receive compensation for services to the Company in their capacities as directors or otherwise in such manner and in such amounts as may be fixed from time to time by the Board.

Section 2.9 *The "Whole Board".* As used in these By-Laws the term "the Whole Board" or "the Whole Board of Directors" means the total number of directors which the Company would have if there were no vacancies.

ARTICLE III. Committees of the Board

Section 3.1 *Appointment and Powers.* The Board of Directors may from time to time, by resolution passed by a majority of the Whole Board, designate an executive committee or such other committee or committees as it may determine, each committee to consist of two or more directors of the Company. Any such committee, to the extent provided in the resolution, shall have and may exercise any of the powers and authority of the Board of Directors in the management of the business and affairs of the Company, and may authorize the seal of the Company to be affixed to all papers which may require it, all subject to the exceptions set forth in the General Corporation Law of the State of Delaware.

The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of any committee and of any alternate member designated by the Board, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee may adopt rules governing the method of calling and time and place of holding its meetings. Unless otherwise provided by the Board of Directors, a majority of any such committee shall constitute a quorum for the transaction of business, and the act of a majority of the members of such committee present at a meeting at which a quorum is present shall be the act of such committee. Each such committee shall keep a record of its acts and proceedings and shall report thereon to the Board of Directors whenever requested so to do. Any or all members of any such committees may be removed, with or without cause, by resolution of the Board of Directors, adopted by a majority of the Whole Board.

ARTICLE IV. Officers, Agents and Employees

Section 4.1 *Appointment and Qualification.* The officers of the Company shall be a President, a Treasurer and a Secretary, and may include one or more Vice Presidents, one or more Assistant Treasurers and one or more Assistant Secretaries, all of whom shall be appointed by the Board of Directors. The President shall be chosen from among the directors. Any number of offices may be held by the same person. Each officer shall hold office until such officer's successor is elected and qualified or until such officer's earlier resignation or removal. The Board may appoint, and may delegate power to appoint, such other officers, agents and employees as it may deem necessary or proper, who shall hold office for such period, have such authority and perform such duties as may from time to time be prescribed by the Board.

Section 4.2 *Removal of Officers, Agents or Employees.* Any officer, agent or employee of the Company may be removed by the Board of Directors with or without cause at any time, and the Board may delegate such power of removal as to officers, agents and employees not appointed by the Board of Directors. Such removal shall be without prejudice to such person's contract rights, if any, but the appointment of any person as an officer, agent or employee of the Company shall not of itself create contract rights.

Section 4.3 *Compensation and Bond.* The compensation of the officers of the Company shall be fixed by the Board of Directors, but this power may be delegated to any officer in respect of other officers under such officer's direction or control. The Company may secure the fidelity of any or all of its officers, agents or employees by bond or otherwise.

Section 4.4 *President.* The President shall be the chief executive officer of the Company. The President shall preside at all meetings of the stockholders and of the Board at which the President is present. Subject to the control of the Board, the President shall have general charge of the business and affairs of the Company and shall keep the Board fully advised. The President shall employ and discharge employees and agents of the Company, except such as shall be appointed by the Board, and the President may delegate these powers to other officers. The President shall have such powers and perform such duties as generally pertain to the office of the President, as well as such further powers and duties as may be prescribed by the Board. The President may vote the shares or other securities of any other domestic or foreign company of any type or kind which may at any time be owned by the Company, may execute any stockholder or other consent in respect thereof and may in the President's discretion delegate such powers by executing proxies, or otherwise, on behalf of the Company. The Board, by resolution from time to time, may confer like other powers upon any other person or persons.

Section 4.5 *Vice Presidents.* Each Vice President shall have such powers and perform such duties as the Board of Directors or the President may from time to time prescribe. In the absence or inability to act of the President, unless the Board of Directors shall otherwise provide, or unless there shall be in office an Executive Vice President (who shall have been determined by the Board of Direct ors to be senior to all other Vice Presidents), the Vice President who has served in that capacity for the longest time and who shall be present and able to act, shall perform all the duties and may exercise any of the powers of the President. The performance of any duty by a Vice President shall, in respect of any other person dealing with the Company, be conclusive evidence of such Vice President's power to act.

Section 4.6 *Treasurer.* The Treasurer shall have charge of all funds and securities of the Company, shall endorse the same for deposit or collection when necessary and deposit the same to the credit of the Company in such banks or depositories as the Board of Directors may authorize. The Treasurer may endorse all commercial documents requiring endorsements for or on behalf of the Company and may sign all receipts and vouchers for payments made to the Company. The Treasurer shall have all such further powers and duties as generally are incident to the position of Treasurer or as may be assigned to the Treasurer by the President or the Board of Directors.

Section 4.7 *Secretary.* The Secretary shall record all proceedings of meetings of the stockholders and directors in a book kept for that purpose and shall file in such book all written consents of directors to any action taken without a meeting. The Secretary shall attend to the giving and serving of all notices of the Company. The Secretary shall have custody of the seal of the Company and shall attest the same by signature whenever required. The Secretary shall have charge of the stock ledger and such other books and papers as the Board of Directors may direct, but may delegate responsibility for maintaining the stock ledger to any transfer agent appointed by the Board. The Secretary shall have all such further powers and duties as generally are incident to the position of Secretary or as may be assigned to the Secretary by the President or the Board of Directors.

Section 4.8 *Assistant Treasurer.* In the absence or inability to act of the Treasurer, any Assistant Treasurer may perform all the duties and exercise all the powers of the Treasurer. The performance of any such duty shall, in respect of any other person dealing with the Company, be conclusive evidence of such Assistant Treasurer's power to act. An Assistant Treasurer shall also perform such other duties as the Treasurer or the Board of Directors may assign to such person.

Section 4.9 *Assistant Secretaries.* In the absence or inability to act of the Secretary, any Assistant Secretary may perform all the duties and exercise all the powers of the Secretary. The performance of any such duty shall, in respect of any other person dealing with the Com any, be conclusive evidence of such Assistant Secretary's power to act. An Assistant Secretary shall also perform such other duties as the Secretary or the Board of Directors may assign to such person.

Section 4.10 *Delegation of Duties.* In case of the absence of any officer of the Company, or for any other reason that the Board may deem sufficient, the Board may confer for the time being the powers or duties, or any of them, of such officer upon any other officer or upon any director.

ARTICLE V. Capital Stock

Section 5.1 *Certificates.* Certificates for stock of the Company shall be in such forms as shall be approved by the Board of Directors and shall be signed in the name of the Company by the President or a Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary. Such certificates may be sealed with the seal of the Company or a facsimile thereof, and shall contain such information as is required by law to be stated thereon. Any of or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Company with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

Section 5.2 *Transfers of Stock.* Transfers of stock shall be made only upon the books of the Company by the holder, in person or by duly authorized attorney, and on the surrender of the certificate or certificates for such stock properly endorsed. The Board of Directors shall have the power to make all such rules and regulations, not inconsistent with the certificate of incorporation and these By-Laws, as the Board may deem appropriate concerning the issue, transfer and registration of certificates for stock of the Company. The Board may appoint one or more transfer agents or registrars of transfers, or both, and may require all stock certificates to bear the signature of either or both, which signature or signatures may be in facsimile form if the Board by resolution authorizes such procedure.

Section 5.3 *Lost, Stolen or Destroyed Certificates.* The Company may issue a new stock certificate in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Company may require the owner of the lost, stolen or destroyed certificate or such owner's legal representative to give the Company a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of any such new certificate. The Board may require such owner to satisfy other reasonable requirements.

Section 5.4 *Stockholder Record Date.* (a) In order that the Company may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to express consent to corporate action in writing without a meeting, 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 of Directors may fix, in advance, a record date, which shall not be more than 60 nor less than ten days before the date of such meeting, nor more than 60 days prior to any other action. Only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to notice of, and to vote at, such meeting and any adjournment thereof, or to express consent or dissent to corporate action in writing without a meeting, or to receive payment of such dividend or other distribution, or to exercise such rights in respect of any such change, conversion or exchange of stock, or to participate in such action, as the case may be, notwithstanding any transfer of any stock on the books of the Company after any record date so fixed.

(b) If no record date is fixed by the Board of Directors, (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 date on which notice is given, (ii) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written

consent is expressed, and (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 of Directors adopts the resolution relating thereto.

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

ARTICLE VI. Seal

Section 6.1 *Seal.* The seal of the Company shall consist of a flat-faced circular die with the name of the Company in a circle and the word "Delaware" and the year of its incorporation in the center. Such seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

ARTICLE VII. Waiver of Notice

Section 7.1 *Waiver of Notice.* Whenever notice is required to be given by statute, or under any provision of the certificate of incorporation or these By-Laws, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. In the case of a stockholder, such waiver of notice may be signed by such stockholder's attorney or a proxy duly appointed in writing.

Attendance of a stockholder at a meeting of stockholders, or attendance of a director at a meeting of the Board of Directors or any committee thereof, shall constitute a waiver of notice of such meeting, except when such stockholder or director, as the case may be, attends a 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.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors or members of a committee of directors need be specified in any written waiver of notice.

ARTICLE VIII. Indemnification

Section 8.1 *Indemnification.* The Company shall indemnify each director, officer, employee, and agent (in the cases of employees and agents, those employees and agents, and only those employees and agents, to whom the Board of Directors shall determine, before or after their engagement, shall be afforded the protection of these indemnification provisions) of the Company who is a natural person, such person's heirs, executors and administrators (whether or not natural persons) and all other natural persons whom the Company is authorized to indemnify under the provisions of the General Corporation Law of the State of Delaware (including but not limited to a person who is or was serving at the request of the Company as a director, officer, partner, trustee, employee or agent (or in a like capacity) of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise), to the fullest extent permitted by law, (i) against all expenses (including but not limited to attorneys' and other experts' fees, costs and disbursements), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any actual or threatened action, suit or other proceeding, whether civil, criminal, administrative, investigative or an arbitration, or in connection with any appeal therein, or otherwise, and (ii) against all expenses (including but not limited to attorneys' and other experts' fees, costs and disbursements) actually and reasonably incurred by such person in connection with the defense or settlement of any action, suit or other proceeding by or in the right of the Company, or in connection with any appeal therein, or otherwise; and no provision of these By-Laws is intended to be construed as limiting, prohibiting, denying or abrogating any of the general or specific powers or rights conferred under the General Corporation Law of the

State of Delaware upon the Company to furnish, or upon any court to award, such indemnification, or such other indemnification as may otherwise be authorized pursuant to the General Corporation Law of the State of Delaware or any other law, including but not limited to indemnification of any employees or agents of the Company or of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. The term "proceeding" shall be understood to include any inquiry or investigation that could lead to a proceeding. The indemnification provided for herein shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled 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 such person's heirs, executors and administrators.

Section 8.2 *Determinations.* If and to the extent such indemnification shall require a determination whether or not the relevant person met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, such determination shall be made expeditiously at the cost of the Company after a request for the same from the person seeking indemnification. If indemnification is to be given or an advance of expenses is to be made upon a determination by independent legal counsel, such counsel may be the regular counsel to the Company. In rendering such opinion, such counsel shall be entitled to rely upon statements of fact furnished to them by persons reasonably believed by them to be credible, and such counsel shall have no liability or responsibility for the accuracy of the facts so relied upon, nor shall such counsel have any liability for the exercise of their own judgment as to matters of fact or law forming a part of the process of providing such opinion. The fees, costs, and disbursements of counsel engaged to render such opinion shall be paid by the Company whether or not such counsel ultimately are able to render the opinion that is the subject of their engagement.

Section 8.3 *Business Combinations.* Unless the Board of Directors shall determine otherwise with reference to a particular merger or consolidation or other business combination, for purposes of these By-Laws references to "the Company" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a merger or consolidation or other business combination which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees, or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the written request of such constituent corporation as a director, officer, partner, trustee, employee, agent (or in a like capacity) of another corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, shall stand in the same position under the provisions of these By-Laws with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

Section 8.4 *Advances of Expenses.* If a person who may be entitled to indemnification hereunder shall request that such person's expenses actually and reasonably incurred in connection with any action, suit, proceeding, arbitration or investigation or appeal therein be paid by the Company in advance of the final disposition thereof, such request shall not be unreasonably refused, and a response to such request shall not be unreasonably delayed, by the Company.

Section 8.5 *Employee Benefit Plans.* References herein to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Company" shall include any service as a corporate agent which imposes duties on, or involves services by, the corporate agent with respect to an employee benefit plan, its participants, or beneficiaries. A person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner not opposed to the best interests of the Company.

ARTICLE IX. General

Section 9.1 *Amendments.* These By-Laws or any of them may be altered, amended or repealed, and new By-Laws may be adopted, at any annual meeting of the stockholders, or at any special meeting of the stockholders called for that purpose, by a vote of a majority of the voting power of the shares represented and entitled to vote thereat. The Board of Directors shall also have the power, by a majority vote of the Whole Board, to alter or amend or repeal the By-Laws or any of them, and to adopt new By-Laws; provided that (i) any such action of the Board of Directors may be amended or repealed by the stockholders at any annual meeting or any special meeting called for that purpose, (ii) the Board of Directors shall not have the power to alter or amend or repeal a specified By-Law if such By-Law is adopted by the stockholders and contains an express provision that such By-Law may be altered or amended or repealed only by action of the stockholders and (iii) Article VIII hereof may be altered or amended by the Board of Directors to increase the indemnification of the persons referred to therein to the extent permitted by law, but such Article may be otherwise altered, amended or repealed only by action of the stockholders as provided above and, in that connection, any repeal, amendment or alteration which reduces or limits the indemnification of the persons referred to therein shall apply prospectively only and shall not be given retroactive effect. This Section 9.1 may be altered, amended or repealed only by action of the stockholders.

Section 9.2 *General.* As used herein, references to the General Corporation Law refer to such Law as in effect as of the date hereof and as amended from time to time, or corresponding provisions of subsequent laws, and references to "law" or "laws" refer to such laws as in effect as of the date hereof and as hereafter amended.

QuickLinks

Exhibit 3.12

CERTIFICATE OF FORMATION
of
DALLASTOWN REALTY I, LLC

This Certificate of Formation of Dallastown Realty I, LLC (the "Company"), is being duly executed and filed by the undersigned for the purpose of forming a limited liability company tinder the Delaware Limited Liability Company Act (Del. Code. AIM. tit. 6 18-101, et seq.).

1. The name of the limited liability company hereby formed under the Act is Dallastown Realty I, LLC.

2. The address of the registered office of the Company in the State of Delaware is:

   c/o Corporation Service Company
   1013 Centre Road
   Wilmington, DE 19805

3. The name and address of the registered agent of the Company for service of process is:

   Corporation Service Company
   1013 Centre Road
   Wilmington, DE 19805

IN WITNESS WHEREOF, the undersigned have executed this 24th day of November, 1998.

/s/ Rachel Coan

Rachel Coan, Authorized Person

QuickLinks

Exhibit 3.13

DALLASTOWN REALTY I, LLC

OPERATING AGREEMENT

AGREEMENT TO AMEND AND RESTATE
OPERATING AGREEMENT OF
DALLASTOWN REALTY I, LLC

This AGREEMENT TO AMEND AND RESTATE OPERATING AGREEMENT of Dallastown Realty I, LLC, (the "Company") is made as of April 3, 2001, between First Dominion Capital, L.L.C. (the "Member") and the Company.

RECITALS:

A. The Company was organized as a limited liability company under the laws of State of Delaware on November 25, 1998.

B. Under the Limited Liability Company Agreement of the Company dated as of December 16, 1998 (the "Original Operating Agreement"), the original member owning 100% of the Class A membership interests in the Company was Imrex, LLC ("Imrex") and the original member owning 100% of the Class B membership interests in the Company was Dallastown Realty Member, Inc. ("Realty Member").

C. Pursuant to the Stock and Membership Interest Purchase Agreement dated as of March 30, 2001 between the Member and Imrex, the Member acquired 100% of the Class A membership interests in the Company from Imrex and 100% of the Class B membership interests in the Company from Realty Member.

D. The parties hereto desire to amend and restate the Original Operating Agreement and provide, among other things, for the Member to become the sole member of the Company and that the Company be managed as provided below.

THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Member shall be the sole member of the Company, and the Company shall be managed as provided in the Amended and Restated Operating Agreement set forth below.

2. The Original Operating Agreement of the Company is hereby amended and restated in its entirety, effective the date hereof, to read as follows:

RESTATED OPERATING AGREEMENT OF

DALLASTOWN REALTY I, LLC

RECITALS

A. Dallastown Realty I, LLC ("Company") was organized as a limited liability company under the laws of the State of Delaware on November 25, 1998.

B. Under the Limited Liability Company Agreement of the Company dated as of December 16, 1998 (the "Original Operating Agreement"), the original member owning 100% of the Class A membership interests in the Company was Imrex, LLC ("Imrex") and the original member owning 100% of the Class B membership interests in the Company was Dallastown Realty Member, Inc. ("Realty Member").

C. Pursuant to the Stock and Membership Interest Purchase Agreement dated as of March 30, 2001 between First Dominion Capital, L.L.C. ("Sole Member") and Imrex, the Sole Member acquired 100% of the Class A membership interests in the Company from Imrex and 100% of the Class B membership interests in the Company from Realty Member.

D. Pursuant to the Amended and Restated Operating Agreement effective April 3, 2001 all membership interests were consolidated and were not classified into different classes.

E. The parties hereto desire to amend and restate the Amended and Restated Operating Agreement in its entirety effective September 21, 2004.

ARTICLE I
DEFINITIONS, PURPOSE AND GENERAL MATTERS

1.1 General Definitions. As used in this Agreement, the following terms shall have the meanings indicated below:

"Act" shall mean the Delaware Limited Liability Company Act, as it may be amended or replaced from time to time. As of the date of this Agreement, the Act is set forth in sections 18-101 through -1109 of Title 6 of the Delaware Code Annotated.

"Internal Revenue Code" shall mean the Internal Revenue Code of 1986, as it may be amended or replaced from time to time.

1.2 Purpose. The purpose of the Company is to engage in any lawful activity. Without limiting the scope of the foregoing, the Company is authorized to acquire and own all of the membership interests in Dallastown Realty II, LLC.

1.3 Limited Liability. No member or manager of the Company shall be personally obligated for any debt, obligation or liability of the Company solely by reason of being a member or acting as a manager, except as may be required by applicable law. Such limited liability shall exist to the maximum extent permitted by the Act.

1.4 Status of Agreement. This Agreement is intended to serve as a "limited liability company agreement" within the meaning of the Act.

ARTICLE II
MEMBERSHIP

2.1 Admission of Additional Members. The Company shall not admit a member in addition to the Sole Member unless all of the following requirements are satisfied: (a) the Sole Member grants prior written consent to the admission of the additional member; (b) the Company and the Sole Member amend or replace this Agreement as may be necessary or appropriate for the purpose of addressing any issues raised by joint or multiple ownership of the Company, including (without limitation) changes to the status of the Company for federal income tax purposes; and (c) each person or entity who seeks to be admitted as a member of the Company executes the Operating Agreement of the Company, as amended or replaced, and makes any required capital contributions to the Company in full.

2.2 Resignation. The Sole Member shall not resign or withdraw from the Company, except by operation of law or as the result of a transfer of its entire interest in the Company in accordance with this Agreement.

ARTICLE III
MANAGEMENT

3.1 Appointment of Manager. The Company shall be managed by a manager ("Manager"). The initial Manager of the Company shall be the Sole Member. The Sole Member shall not resign as the Manager unless a qualified replacement Manager (a) has been selected by the Sole Member, in its sole discretion; and (b) has agreed to become the Manager upon such resignation.

3.2 Term of Manager. If the Manager is not the Sole Member: (a) the Sole Member shall be entitled, in its sole discretion, to remove or replace the Manager at any time and for any reason; and

(b) the Manager's term shall continue until the Manager's resignation, termination by operation of law or death (as applicable for the then current Manager), or removal by the Sole Member.

3.3 Authority of Manager. The Manager shall have the authority to act on behalf of the Company to the maximum extent permitted by the Act. Without limiting the scope of the foregoing, the Manager shall be entitled to appoint any officers of the Company ("Officers") and to establish the authority and duties of the Officers.

3.4 Expenses and Reimbursement. The Company shall be responsible for all expenses, costs and liabilities arising from the management, organization or operation of the Company in accordance with this Agreement ("Company Expenses"). The Sole Member, the Manager and the Officers shall be entitled to receive prompt reimbursement from the Company to the extent, if any, that they incur any Company Expenses, unless such Company Expenses arose from a violation of this Agreement, willful misconduct or knowing violation of criminal law.

3.5 Compensation. No salary or other compensation shall be paid to the Manager for the Manager's actions on behalf of the Company. The Manager, in its sole discretion, shall determine the salaries or other compensation payable to the Officers from time to time.

ARTICLE IV
CAPITAL AND DISTRIBUTIONS

4.1 Capital Contributions. The Sole Member has made an initial capital contribution to the Company and the Sole Member, in its sole discretion, shall be entitled (but not required) to make additional capital contributions to the Company.

4.2 Distributions. The Company shall make annual distributions of any cash amounts that, in the reasonable determination of the Manager, are not necessary for the Company's operations, expenses or reserves. The Manager is entitled to authorize more frequent distributions of such cash amounts in the Manager's sole discretion.

ARTICLE V
TRANSFER OF INTEREST

5.1 Restriction. The Sole Member shall be prohibited from assigning, selling, exchanging or otherwise transferring its interest in the Company unless each of the following requirements are satisfied: (a) the prospective transferee tenders full payment of the required purchase price and executes a counterpart signature page to this Agreement as a member of the Company; and (b) the Company receives an opinion from its legal counsel, satisfactory to the Company in form and substance, confirming that the proposed transaction would not violate any federal or state securities laws, or any other applicable laws.

5.2 Effect of Transfer. If the Sole Member transfers its entire interest in the Company in accordance with this Agreement, such transfer shall operate, upon completion, as the complete resignation or withdrawal of the Sole Member from the Company.

ARTICLE VI
TAX MATTERS

6.1 Tax Classification. Unless the Sole Member elects otherwise, the Company shall be disregarded as an entity separate from the Sole Member for federal income tax purposes in accordance with the Internal Revenue Code and regulation section 301.7701-3(b)(1)(ii) as promulgated by the U.S. Treasury Department (or any successor regulation).

6.2 Tax Filings. The Company shall make such filings as may be required to maintain the tax classification elected by the Sole Member.

ARTICLE VII
INDEMNIFICATION AND REIMBURSEMENT

7.1 Definitions. As used in this Article, the term "Affiliate" shall refer to the Sole Member, the Manager (if different from the Sole Member) and the Officers, and each employee, director and officer thereof.

7.2 Indemnification. The Company shall indemnify and protect each Affiliate against any and all claims, liabilities, costs and expenses (including but not limited to reasonable legal fees and costs) arising directly or indirectly from any suit, action, investigation or other proceeding (whether formal or informal) that is brought or threatened against an Affiliate and that is based on the acts or omissions of such Affiliate on behalf of the Company, unless such acts or omissions violated this Agreement, constituted willful misconduct or resulted from a knowing violation of criminal law. The Company shall have no obligation to indemnify an Affiliate to the extent, if any, that the Affiliate is entitled to be indemnified by another source, such as, without limitation, an insurance company.

7.3 Reimbursement. If an Affiliate incurs or pays any indemnified cost, the Company shall reimburse the Affiliate for the full amount of such indemnified cost. Such reimbursement shall be due promptly after the Company receives (a) a written request for reimbursement from the Affiliate; (b) all information necessary to establish the nature and amount of the indemnified cost that was incurred or paid by the Affiliate; and (c) a written agreement by the Affiliate to repay such reimbursement if the Company subsequently determines that the Affiliate was not entitled to indemnification or if the Affiliate subsequently receives reimbursement from another source, such as, without limitation, an insurance company.

ARTICLE VIII
DISSOLUTION

8.1 Events of Dissolution. The Company shall dissolve upon the occurrence of any of the following events: (a) the written instruction of the Sole Member; (b) the sale or other transfer of all, or substantially all, of the Company's non-cash assets; or (c) any event requiring dissolution under the Act.

8.2 Winding Up of Affairs. Upon the dissolution of the Company, the Manager shall wind up the affairs of the Company. The Manager shall determine the time, place, manner and other terms of any sales involving the Company's assets, with due regard to the activity and the condition of the Company and the relevant market and economic conditions.

8.3 Final Distributions. Upon the dissolution of the Company, and subject to the requirements of the Act, the Manager shall distribute the assets of the Company in the following order of priority: (a) first, to any creditors of the Company; (b) second, to known and reasonably estimated costs of dissolution and winding up; (c) third, to any reserves established by the Manager, in the sole discretion thereof, for contingent liabilities of the Company; and (d) fourth, to the Sole Member.

8.4 Filing of Certificate of Cancellation. Following the winding up of the Company, the Manager shall be responsible for filing, if necessary, a Certificate of Cancellation on behalf of the Company with the Delaware Secretary of State, together with any other documents required to terminate the Company and its legal existence.

ARTICLE IX
ADMINISTRATION

9.1 Information and Records. The Company shall keep accurate and complete information and records at its principal office (the "Company Records"). The Company shall prepare and maintain its financial reports and records in accordance with generally accepted accounting principles, applied on a consistent basis.

9.2 Inspection. If the Sole Member is not the Manager, upon prior notice of at least two (2) business days to the Manager and the Company, any designated representative of the Sole Member shall be entitled, during ordinary business hours, to inspect the Company Records and to copy them at the expense of the Sole Member.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.1 Governing Law. The laws of the State of Delaware (without regard to those laws involving choice of law) shall govern this Agreement and all matters relating to its interpretation or enforcement.

10.2 Modifications and Waivers. Modifications of this Agreement shall not be binding, valid or enforceable unless they are approved in writing by each of the parties. Any modification or waiver of a provision in this Agreement shall be limited to that provision and the occasion on which it occurred, and shall not be construed as a modification or waiver with respect to any other provision or occasion.

10.3 Enforceable Provisions. All provisions in this Agreement are severable and each valid and enforceable provision shall remain in full force and effect, regardless of any judicial or other official declaration that certain provisions are invalid or unenforceable.

10.4 Captions and Headings. Captions and headings are used in this Agreement for convenience only and shall not affect its interpretation or enforcement. Terms such as "hereof," "hereby," "hereto," "herein" and "hereunder" shall be deemed to refer to this Agreement as a whole, rather than to any particular provision.

10.5 Successors. This Agreement shall be binding upon, and enforceable against, the parties and all of their permitted assignees and successors in title or interest.

10.6 Exclusion of Third Party Benefit. This Agreement is not intended for the benefit of any person or entity who is not a party to this Agreement (including, without limitation, a creditor of the Company or the Sole Member) and no such person or entity shall have any rights in connection with this Agreement, whether for enforcement or otherwise.

10.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute, when taken together, a single instrument.

WITNESS the following signatures:

The Sole Member:

FIRST DOMINION CAPITAL, L.L.C.
a Delaware limited liability company

By: /s/ Mark P. Mikuta

Name: Mark P. Mikuta
Title: President and Treasurer

The Company:

DALLASTOWN REALTY I, LLC
a Delaware limited liability company

By: First Dominion Capital, L.L.C., Sole Member
a Delaware limited liability company

By: /s/ Mark P. Mikuta

Name: Mark P. Mikuta
Title: President and Treasurer

QuickLinks

Exhibit 3.14

CERTIFICATE OF FORMATION
of
DALLASTOWN REALTY II LLC

This Certificate of Formation of Dallastown Realty II, LLC (the "Company"), is being duly executed and filed by the undersigned for the purpose of fanning a limited liability company under the Delaware Limited Liability Company Act (Del. Code. Ann. tit. 6 18-101, et seq.) .

1. The name of the limited liability company hereby formed under the Act is

   DALLASTOWN REALTY II , LLC.

2. The address of the registered office of the Company in the State of Delaware is:

   c/o Corporation Service Company
   1013 Centre Road
   Wilmington, DE 19805

3. The name and address of the registered agent of the Company for service of process is:

   Corporation Service Company
   1013 Centre Road
   Wilmington, DE 19805

IN WITNESS WHEREOF, the undersigned have executed this Certificate this 24th day of November, 1998.

/s/ Rachel Coan

Rachel Coan, Authorized Person

QuickLinks

Exhibit 3.15

DALLASTOWN REALTY II LLC

OPERATING AGREEMENT

AGREEMENT TO AMEND AND RESTATE
OPERATING AGREEMENT OF
DALLASTOWN REALTY II, LLC

This AGREEMENT TO AMEND AND RESTATE OPERATING AGREEMENT of Dallastown Realty II, LLC, (the "Company") is made as of April 3, 2001, between Dallastown Realty I, LLC (the "Member") and the Company.

RECITALS:

A. The Company was organized as a limited liability company under the laws of State of Delaware on November 25, 1998.

B. Under the Limited Liability Company Agreement of the Company dated as of December 16, 1998 (the "Original Operating Agreement"), the original member owning 100% of the Class A membership interests in the Company was the Member, and the original member owning 100% of the Class B membership interests in the Company was Dallastown Realty Member, Inc. ("Realty Member").

C. Pursuant to the Stock and Membership Interest Purchase Agreement dated as of March 30, 2001 between the First Dominion Capital L.L.C. ("FDC") and Imrex, LLC, the Member retained 100% of the Class A membership interests in the Company and FDC acquired 100% of the Class B membership interests in the Company from Realty Member.

D. The parties hereto desire to amend and restate the Original Operating Agreement and provide, among other things, for the Member to become the sole member of the Company and that the Company be managed as provided below.

THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Member shall be the sole member of the Company, and the Company shall be managed as provided in the Amended and Restated Operating Agreement set forth below.

2. The Original Operating Agreement of the Company is hereby amended and restated in its entirety, effective the date hereof, to read as follows:

RESTATED OPERATING AGREEMENT OF

DALLASTOWN REALTY II, LLC

RECITALS

A. Dallastown Realty II, LLC ("Company") was organized as a limited liability company under the laws of the State of Delaware on November 25, 1998.

B. Under the Limited Liability Company Agreement of the Company dated as of December 16, 1998 (the "Original Operating Agreement"), the original member owning 100% of the Class A membership interests in the Company was Dallastown Realty I, LLC ("Sole Member"), and the original member owning 100% of the Class B membership interests in the Company was Dallastown Realty Member, Inc. ("Realty Member").

C. Pursuant to the Stock and Membership Interest Purchase Agreement dated as of March 30, 2001 between the First Dominion Capital, L.L.C. ("FDC") and Imrex, LLC, the Sole Member retained 100% of the Class A membership interests in the Company and FDC acquired 100% of the Class B membership interests in the Company from Realty Member.

D. Pursuant to the Amended and Restated Operating Agreement effective April 3, 2001 all membership interests were consolidated and were not classified into different classes.

E. The parties hereto desire to amend and restate the Amended and Restated Operating Agreement in its entirety effective September 21, 2004.

ARTICLE I
DEFINITIONS, PURPOSE AND GENERAL MATTERS

1.1 General Definitions. As used in this Agreement, the following terms shall have the meanings indicated below:

"Act" shall mean the Delaware Limited Liability Company Act, as it may be amended or replaced from time to time. As of the date of this Agreement, the Act is set forth in sections 18-101 through -1109 of Title 6 of the Delaware Code Annotated.

"Internal Revenue Code" shall mean the Internal Revenue Code of 1986, as it may be amended or replaced from time to time.

1.2 Purpose. The purpose of the Company is to engage in any lawful activity. Without limiting the scope of the foregoing, the Company is authorized to acquire and own certain real property in Dallastown, Pennsylvania.

1.3 Limited Liability. No member or manager of the Company shall be personally obligated for any debt, obligation or liability of the Company solely by reason of being a member or acting as a manager, except as may be required by applicable law. Such limited liability shall exist to the maximum extent permitted by the Act.

1.4 Status of Agreement. This Agreement is intended to serve as a "limited liability company agreement" within the meaning of the Act.

ARTICLE II
MEMBERSHIP

2.1 Admission of Additional Members. The Company shall not admit a member in addition to the Sole Member unless all of the following requirements are satisfied: (a) the Sole Member grants prior written consent to the admission of the additional member; (b) the Company and the Sole Member amend or replace this Agreement as may be necessary or appropriate for the purpose of addressing any issues raised by joint or multiple ownership of the Company, including (without limitation) changes to the status of the Company for federal income tax purposes; and (c) each person or entity who seeks to be admitted as a member of the Company executes the Operating Agreement of the Company, as amended or replaced, and makes any required capital contributions to the Company in full.

2.2 Resignation. The Sole Member shall not resign or withdraw from the Company, except by operation of law or as the result of a transfer of its entire interest in the Company in accordance with this Agreement.

ARTICLE III
MANAGEMENT

3.1 Appointment of Manage. The Company shall be managed by a manager ("Manager"). The initial Manager of the Company shall be the Sole Member. The Sole Member shall not resign as the Manager unless a qualified replacement Manager (a) has been selected by the Sole Member, in its sole discretion; and (b) has agreed to become the Manager upon such resignation.

3.2 Term of Manager. If the Manager is not the Sole Member: (a) the Sole Member shall be entitled, in its sole discretion, to remove or replace the Manager at any time and for any reason; and (b) the Manager's term shall continue until the Manager's resignation, termination by operation of law or death (as applicable for the then current Manager), or removal by the Sole Member.

3.3 Authority of Manager. The Manager shall have the authority to act on behalf of the Company to the maximum extent permitted by the Act. Without limiting the scope of the foregoing, the Manager shall be entitled to appoint any officers of the Company ("Officers") and to establish the authority and duties of the Officers.

3.4 Expenses and Reimbursement. The Company shall be responsible for all expenses, costs and liabilities arising from the management, organization or operation of the Company in accordance with this Agreement ("Company Expenses"). The Sole Member, the Manager and the Officers shall be entitled to receive prompt reimbursement from the Company to the extent, if any, that they incur any Company Expenses, unless such Company Expenses arose from a violation of this Agreement, willful misconduct or knowing violation of criminal law.

3.5 Compensation. No salary or other compensation shall be paid to the Manager for the Manager's actions on behalf of the Company. The Manager, in its sole discretion, shall determine the salaries or other compensation payable to the Officers from time to time.

ARTICLE IV
CAPITAL AND DISTRIBUTIONS

4.1 Capital Contributions. The Sole Member has made an initial capital contribution to the Company and the Sole Member, in its sole discretion, shall be entitled (but not required) to make additional capital contributions to the Company.

4.2 Distributions. The Company shall make annual distributions of any cash amounts that, in the reasonable determination of the Manager, are not necessary for the Company's operations, expenses or reserves. The Manager is entitled to authorize more frequent distributions of such cash amounts in the Manager's sole discretion.

ARTICLE V
TRANSFER OF INTEREST

5.1 Restriction. The Sole Member shall be prohibited from assigning, selling, exchanging or otherwise transferring its interest in the Company unless each of the following requirements are satisfied: (a) the prospective transferee tenders full payment of the required purchase price and executes a counterpart signature page to this Agreement as a member of the Company; and (b) the Company receives an opinion from its legal counsel, satisfactory to the Company in form and substance, confirming that the proposed transaction would not violate any federal or state securities laws, or any other applicable laws.

5.2 Effect of Transfer. If the Sole Member transfers its entire interest in the Company in accordance with this Agreement, such transfer shall operate, upon completion, as the complete resignation or withdrawal of the Sole Member from the Company.

ARTICLE VI
TAX MATTERS

6.1 Tax Classification. Unless the Sole Member elects otherwise, the Company shall be disregarded as an entity separate from the Sole Member for federal income tax purposes in accordance with the Internal Revenue Code and regulation section 301.7701-3(b)(1)(ii) as promulgated by the U.S. Treasury Department (or any successor regulation).

6.2 Tax Filings. The Company shall make such filings as may be required to maintain the tax classification elected by the Sole Member.

ARTICLE VII
INDEMNIFICATION AND REIMBURSEMENT

7.1 Definitions. As used in this Article, the term "Affiliate" shall refer to the Sole Member, the Manager (if different from the Sole Member) and the Officers, and each employee, director and officer thereof

7.2 Indemnification. The Company shall indemnify and protect each Affiliate against any and all claims, liabilities, costs and expenses (including but not limited to reasonable legal fees and costs) arising directly or indirectly from any suit, action, investigation or other proceeding (whether formal or informal) that is brought or threatened against an Affiliate and that is based on the acts or omissions of such Affiliate on behalf of the Company, unless such acts or omissions violated this Agreement, constituted willful misconduct or resulted from a knowing violation of criminal law. The Company shall have no obligation to indemnify an Affiliate to the extent, if any, that the Affiliate is entitled to be indemnified by another source, such as, without limitation, an insurance company.

7.3 Reimbursement. If an Affiliate incurs or pays any indemnified cost, the Company shall reimburse the Affiliate for the full amount of such indemnified cost. Such reimbursement shall be due promptly after the Company receives (a) a written request for reimbursement from the Affiliate; (b) all information necessary to establish the nature and amount of the indemnified cost that was incurred or paid by the Affiliate; and (c) a written agreement by the Affiliate to repay such reimbursement if the Company subsequently determines that the Affiliate was not entitled to indemnification or if the Affiliate subsequently receives reimbursement from another source, such as, without limitation, an insurance company.

ARTICLE VIII
DISSOLUTION

8.1 Events of Dissolution. The Company shall dissolve upon the occurrence of any of the following events: (a) the written instruction of the Sole Member; (b) the sale or other transfer of all, or substantially all, of the Company's non-cash assets; or (c) any event requiring dissolution under the Act.

8.2 Winding Up of Affairs. Upon the dissolution of the Company, the Manager shall wind up the affairs of the Company. The Manager shall determine the time, place, manner and other terms of any sales involving the Company's assets, with due regard to the activity and the condition of the Company and the relevant market and economic conditions.

8.3 Final Distributions. Upon the dissolution of the Company, and subject to the requirements of the Act, the Manager shall distribute the assets of the Company in the following order of priority: (a) first, to any creditors of the Company; (b) second, to known and reasonably estimated costs of dissolution and winding up; (c) third, to any reserves established by the Manager, in the sole discretion thereof, for contingent liabilities of the Company; and (d) fourth, to the Sole Member.

8.4 Filing of Certificate of Cancellation. Following the winding up of the Company, the Manager shall be responsible for filing, if necessary, a Certificate of Cancellation on behalf of the Company with the Delaware Secretary of State, together with any other documents required to terminate the Company and its legal existence.

ARTICLE IX
ADMINISTRATION

9.1 Information and Records. The Company shall keep accurate and complete information and records at its principal office (the "Company Records"). The Company shall prepare and maintain its financial reports and records in accordance with generally accepted accounting principles, applied on a consistent basis.

9.2 Inspection. If the Sole Member is not the Manager, upon prior notice of at least two (2) business days to the Manager and the Company, any designated representative of the Sole Member shall be entitled, during ordinary business hours, to inspect the Company Records and to copy them at the expense of the Sole Member.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.1 Governing Law. The laws of the State of Delaware (without regard to those laws involving choice of law) shall govern this Agreement and all matters relating to its interpretation or enforcement.

10.2 Modifications and Waivers. Modifications of this Agreement shall not be binding, valid or enforceable unless they are approved in writing by each of the parties. Any modification or waiver of a provision in this Agreement shall be limited to that provision and the occasion on which it occurred, and shall not be construed as a modification or waiver with respect to any other provision or occasion.

10.3 Enforceable Provisions. All provisions in this Agreement are severable and each valid and enforceable provision shall remain in full force and effect, regardless of any judicial or other official declaration that certain provisions are invalid or unenforceable.

10.4 Captions and Headings. Captions and headings are used in this Agreement for convenience only and shall not affect its interpretation or enforcement. Terms such as "hereof," "hereby," "hereto," "herein" and "hereunder" shall be deemed to refer to this Agreement as a whole, rather than to any particular provision.

10.5 Successors. This Agreement shall be binding upon, and enforceable against, the parties and all of their permitted assignees and successors in title or interest.

10.6 Exclusion of Third Party Benefit. This Agreement is not intended for the benefit of any person or entity who is not a party to this Agreement (including, without limitation, a creditor of the Company or the Sole Member) and no such person or entity shall have any rights in connection with this Agreement, whether for enforcement or otherwise.

10.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute, when taken together, a single instrument.

WITNESS the following signatures:

The Sole Member:

DALLASTOWN REALTY I, LLC
a Delaware limited liability company

By Its Sole Member
First Dominion Capital, L.L.C.

By: /s/ Mark P. Mikuta

Name: Mark P. Mikuta
Title: President and Treasurer

The Company:

DALLASTOWN REALTY II, LLC
a Delaware limited liability company

By Its Sole Member
Dallastown Realty I, LLC

By Its Sole Member
First Dominion Capital, L.L.C.

By: /s/ Mark P. Mikuta

Name: Mark P. Mikuta
Title: President and Treasurer

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Exhibit 3.16

ARTICLES OF MERGER
OF
DEFENSE SYSTEMS, INCORPORATED
AND
WGSI MERGER SUB, INC.

The undersigned corporations, pursuant to Title 13.1, Chapter 9, Article 12 of the Code of Virginia, hereby execute the following sticks of merger and set forth:

ONE

1. The mum of the corporations which are parties to the merger contemplated by these Articles of Merger (the "Merger") are Defense Systems, Incorporated, a Virginia corporation (the "Company"), and WGSI Merger Sub, Inc., a Virginia corporation ("'Merger Sub").

2. The Company and Merger Sub have entered into a plan of merger as stated on Exhibit A and more fully described in the Agreement and Plan of Reorganization, dated August 3, 2004 (the "Merger Agreement" by and among Wireless Facilities, Inc., High Technology Solutions, Inc., Merger Sub, the Company and the Major Holders of the Company.

3. The executed Merger Agreement is on file at the principal place of business of the Company, which is located at 7591 Coppermine Drive, Manassas, VA 20109.

4. A copy of the Merger Agreement will be provided by the Company on request and without cost, to any shareholder of the Company or Merger Sub.

5. The effective date and time of the Merger shall be 11:00 AM on August 4, 2004.

TWO

The plan of merger was adopted by unanimous consent of the shareholders entitled to vote of Defense Systems, Incorporated and WGSI Merger Sub, Inc.

[Remainder of page intentionally left blank]

The undersigned Chairman of the Board of Directors of Defense Systems, Incorporated declares that the facts stated herein are true as of August 3, 2004.

DEFENSE SYSTEMS, INCORPORATED

/s/ Robert Costello

Robert Costello
Co-Chairman and Co-Chief Executive Officer

The undersigned Chairman of the Board of Directors of WGSI Merger Sub, Inc. declares that the facts stated herein are true as of August 3, 2004.

WGSI MERGER SUB, INC.

/s/ Deanna Lund

Deanna Lund
Chairman

Exhibit A

THIS PLAN OF MERGER was adopted on August 3, 2004 by WGSI Merger Sub. Inc., a business corporation organized under the laws of the Commonwealth of Virginia, by resolution of its Board of Directors on August 3, 2004 and unanimous approval of its sole shareholder on August 3, 2004, and by Defense Systems, Incorporated, a business corporation organized under the laws of the Commonwealth of Virginia, by resolution of its Board of Directors on My 28, 2004 and unanimous approval of its voting shareholders on July 28, 2004. The plan of merger was adopted pursuant to, and is more fully described in, the Agreement and Plan of Reorganization, dated August 3, 2004 (the "Merger Agreement") by and among Wireless Facilities, Inc., High Technology Solutions, Inc., WGSI Merger Sub, Inc., Defense Systems, Incorporated and certain of its shareholders. The names of the corporations planning to merge are WGSI Merger Sub, Inc., a business corporation organized under the laws of the Commonwealth of Virginia, and Defense Systems, Incorporated, a business corporation organized under the laws of the Commonwealth of Virginia. The name of the surviving corporation into which WGSI Merger Sub, Inc. plans to merge is Defense Systems, Incorporated.

1. WGSI Merger Sub, Inc and Defense Systems, Incorporated shall, pursuant to the provisions of the Virginia Stock Corporation Act, be merged with and into a single corporation, to wit, Defense Systems, Incorporated, which shall be the surviving corporation at the effective time and date of the merger and which is sometimes hereinafter referred to as the "surviving corporation", and which shall continue to exist as said surviving corporation under its present name pursuant to the provisions of the Virginia Stock Corporation Act. The separate existence of WGSI Merger Sub, Inc, which is sometimes hereinafter referred to as the "non-surviving corporation," shall cease at the effective time and date of the merger in accordance with the provisions of the Virginia Stock Corporation Act.

2. The Articles of Incorporation of the surviving corporation at the effective time and date of the merger shall be amended and restated In the form attached hereto as *Annex A*.

3. The present bylaws of the non-surviving corporation will be the bylaws of said surviving corporation and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the Virginia Stock Corporation Act.

4. The directors and officers in office of the non-surviving corporation at the effective time and date of the merger shall be the members of the Board of Directors and the officers of the surviving corporation, all of whom shall bold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the surviving corporation.

5. Each share of the common stock of the non-surviving corporation issued and outstanding immediately prior to the effective time shall be converted into and exchanged for one validly issued, fully paid, and non-assessable share of the common stock of the surviving corporation. At the effective time each share of Class A and Class B common stock of the surviving corporation issued and outstanding immediately prior to the effective time shall be converted into and exchangeable for the right to receive an amount of cash as set forth in the Merger Agreement.

6. The merger is to occur under, and be governed by, the laws of the Commonwealth of Virginia.

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
DEFENSE SYSTEMS, INCORPORATED

I. *Name.* The name of the Corporation is "Defense Systems, Incorporated."

II. *Purpose.* The Corporation is organized to engage in any lawful business for which corporations may be incorporated under Virginia law.

III. *Authorized Shares.* The aggregate number of shares that the Corporation shall have the authorization to issue and the par value of such shares is as follows:

CLASS	NUMBER OF SHARES	PAR VALUE
Common Stock	3,000	$ 0.01

IV. *Preemptive Rights.* Except as may be otherwise provided by the Board of Directors, no holder of any shares of stock of the Corporation shall have any preemptive right to purchase, subscribe for, or otherwise acquire any shares of the Corporation of any class or series now or hereafter authorized.

V. *Elimination of Liability of Directors and Officers.* There shall be no liability for the acts or omissions of any officer or Director of the Corporation in any proceeding brought by Shareholders (or a Shareholder) of the Corporation in the right of the Corporation or brought by or on behalf of the Shareholders (or Shareholder) of the Corporation, unless otherwise prided by the laws of the Commonwealth of Virginia, arising out of any single transaction, occurrence, or course of conduct pursuant to Section 13.1-692.1 of the Code of Virginia, as may be amended from time to time. However, pursuant to Section 13.1-692.1B of the Code of Virginia, the liability of an officer or director shall not be limited as provided in this Article VIII if the officer or director engaged in 'willful misconduct or a blowing violation of the criminal law or of any federal or state securities law, including without limitation, any claim of unlawful insider trading or manipulation of the market for any security.

VI. *Indemnification of Directors and Officers.* The Corporation shall indemnify, to the fullest extent permitted and required by the 'Virginia Stock Corporation Act, as such Act exists now or may hereafter be amended, its directors and officers who are made a party to any proceeding by reason of their office for acts or omissions performed in their official capacity.

QuickLinks

Exhibit 3.17

DEFENSE SYSTEMS, INCORPORATED

*** * ***

BYLAWS

*** * ***

ARTICLE I
OFFICES

Section 1. The registered office shall be located in Glen Allen, Virginia or such other location as the Board of Directors may approve.

Section 2. The corporation may also have offices at such other places both within and without the Commonwealth of Virginia as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II
ANNUAL MEETINGS OF SHAREHOLDERS

Section 1. All meetings of shareholders for the election of directors shall be held at such place within or outside the Commonwealth of Virginia as may be fixed from time to time by the board of directors.

Section 2. Annual meetings of shareholders shall be held during the first quarter of each fiscal year at such location (within or outside the Commonwealth of Virginia) as the Board of Directors may determine, at which they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Written or printed notice of the annual meeting stating the date, time and place of the meeting shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

ARTICLE III
SPECIAL MEETINGS OF SHAREHOLDERS

Section 1. Special meetings of shareholders for any purpose other than the election of directors may be held at such time and place within or outside the Commonwealth of Virginia as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the articles of incorporation, may be called by the chairman of the board of directors, the president, or the board of directors,

Section 3. Written or printed notice of a special meeting stating the date, time and place of the meeting and the purpose or purposes for which the meeting is called, shall be delivered not less than ten nor more than sixty days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting.

Notwithstanding the preceding paragraph, notice of a shareholders' meeting to act on an amendment of the articles of incorporation, on a plan of merger or share exchange, on a proposed sale of assets other than in the regular course of business, or on a plan of dissolution shall be given, in the manner provided herein, not less than twenty-five nor more than sixty days before the date of the

meeting. Any such notice shall be accompanied by a copy of the proposed amendment, plan of merger, or share exchange, or plan of proposed sale of assets.

Section 4. The business transacted at any special meeting of shareholders shall be limited to the purposes stated in the mince.

ARTICLE IV
QUORUM AND VOTING OF SHARES

Section 1. A majority of the votes entitled to be cast on a matter by a voting group constitutes a quorum of that voting group for action on that matter except as otherwise provided by statute or by the articles of incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 2. If a quorum is present, action on a matter by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action unless the vote of a greater number of affirmative votes is required by law or the articles of incorporation.

Section 3. Each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders unless the articles of incorporation or law provide otherwise. A shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact.

Section 4. Any action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE V
DIRECTORS

Section 1. The number of directors shall be not less than one (1) nor more than five (5). The number of directors may be fixed or changed within the minimum or maximum by the shareholders or by the board of directors, unless shares have been issued in which case only the shareholders may change the range or switch to a fixed size board. Directors need not be residents of the Commonwealth of Virginia nor shareholders of the corporation. The directors, other than the first board of directors, shall be elected at the annual meeting of the shareholders, and each director elected shall serve until the next succeeding annual meeting and until his successor shall have been elected and qualified. The first board of directors shall hold office until the first annual meeting of shareholders.

Section 2. Any vacancy occurring in the board of directors, including a vacancy resulting from an increase in the number of directors, may be filled by the shareholders, the board of directors, or if the directors remaining in office constitute fewer than a quorum of the board, the vacancy may be filled by the affirmative vote of the directors remaining in office.

Section 3. The business and affairs of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the articles of incorporation or by these bylaws directed or required to be exercised or done by the shareholders.

Section 4. The directors may keep the books of the corporation, except such as are required by law to be kept within the state, outside of the Commonwealth of Virginia, at such place or places as they may from time to time determine.

Section 5. The board of directors, by the affirmative vote of a majority of the directors hen in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the corporation as directors, officers or otherwise.

ARTICLE VI
MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Meetings of the board of directors, regular or special, may be held either within or without the Commonwealth of Virginia.

Section 2. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the shareholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected rectors in order legally to constitute the meeting, provided a quorum shall be present, or it may convene at such place and time as shall be fixed by the consent in writing of all the directors.

Section 3. Regular meetings of the board of directors may be held upon such notice, or without notice, and at such time and at such place as shall from time to time be determined by the board.

Section 4. Special meetings of the board of directors may be called by the president on one (1) day's notice to each director, either personally or by mail or by facsimile telecommunication or by electronic mail; special meetings shall be called by the resident or secretary in like manner and on like notice on the written request of two directors.

Section 5. Attendance of a director at any meeting shall constitute a waiver of notice such meeting, except where a director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened, either the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 6. A majority of the directors shall constitute a quorum for the transaction of business unless a greater number is required by law or by the articles of incorporation. The act of a majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute or by the articles of incorporation. If a quorum shall not be present at any meeting of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 7. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if one or more consents in writing, setting forth the action so taken, shall be signed by each director entitled to vote with respect to the subject matter thereof and included in the minutes or filed with the corporate records reflecting the action taken.

ARTICLE VII
COMMITTEES OF DIRECTORS

Section 1. A majority of the number of directors fixed by the bylaws or otherwise, may create one or more committees and appoint members of the board to serve on the committee or committees. To the extent provided by the board of directors or articles of incorporation, each committee shall have and exercise all of the authority of the board of directors in the management of the corporation, except

as otherwise required by law. Each committee shall have two or more members who serve at the pleasure of the board of directors. Each committee shall keep regular minutes of its proceedings and report the same to the board when required.

ARTICLE VIII
NOTICES

Section 1. Whenever, under the provisions of the statutes or of the articles of incorporation or of these bylaws, notice is required to be given to any director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or shareholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by facsimile telecommunication.

Section 2. Whenever any notice whatever is required to be given under the provisions of the statutes or under the provisions of the articles of incorporation or these bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice,

ARTICLE IX
OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president and a secretary. The board of directors may also choose vice-presidents, a treasurer, and one or more assistant secretaries and assistant treasurers.

Section 2. The board of directors at its first meeting after each annual meeting of shareholders shall choose a president and one or more vice-presidents, a secretary and a treasurer, none of whom need be a member of the board.

Section 3. The board of directors may appoint such other officers and agents 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 of directors.

Section 4. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

THE PRESIDENT

Section 6. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the shareholders and the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 7. He shall 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 of directors to some other officer or agent of the corporation.

THE VICE-PRESIDENT

Section 8. The vice-president shall, in the absence or disability of the president, perform the duties and exercise the powers of the president and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARIES

Section 9. The secretary shall attend all meetings of the board of directors and all meetings of the shareholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he, or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE TREASURER AND ASSISTANT 'TREASURERS

Section 11. The treasurer 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 of directors.

Section 12. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of all his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of is office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The assistant treasurer, or if there shall be more than one, the assistant treasurers in the order determined by the board of directors, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

ARTICLE X
CERTIFICATES FOR SHARES

Section 1. The shares of the corporation shall be represented by certificates or shall be uncertificated. Certificates shall be signed by the president or a vice-president and the secretary or an assistant secretary of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof.

In addition to the above officers, the treasurer or an assistant treasurer may sign in lieu of the secretary or an assistant secretary.

When the corporation is authorized to issue shares of more than one class there shall be set forth upon the face or back of each certificate, or each certificate shall have a statement that the corporation will furnish to any shareholder upon request and without charge, a full statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued and, if the corporation is authorized to issue different series within a class, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the board of directors to fix and determine the relative rights and preferences of subsequent series.

Section 2. The signatures of the officers upon a certificate may be facsimiles, unless otherwise provided in the articles of incorporation. In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the date of its issue.

LOST CERTIFICATES

Section 3. The board of directors may direct a new certificate or uncertificated security to be issued in place of any certificate theretofore issued by the corporation alleged to have been lost or destroyed. When authorizing such issue of a new certificate or uncertificated security, the board of directors, in its discretion and as a condition precedent to the issuance thereof, may prescribe such terms and conditions as it deems expedient, and may require such indemnities as it deems adequate, to protect the corporation from any claim that may be made against it with respect to any such certificate alleged to have been lost or destroyed.

TRANSFERS OF SHARES

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, a new certificate shall be issued to the person entitled thereto, and the old certificate cancelled and the transaction recorded upon the books of the corporation.

CLOSING OF TRANSFER BOOKS

Section 5. For the purpose of determining share-holders entitled to notice of or to vote at any meeting of shareholders, or any adjournment thereof or entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the board of directors may fix in advance a date as the record date for the determination of shareholders, such date in any case to be not more than seventy days before the meeting or action requiring the determination of shareholders. lf no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the board of directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

REGISTERED SHAREHOLDERS

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be

bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Virginia.

LIST OF SHAREHOLDERS

Section 7. The officer or agent having charge of the transfer books for shares shall make, at least ten days before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged by voting group and within each voting group by class or series of shares, with the address of each and the number of shares held by each, which list, for a period of ten days prior to such meeting, shall be kept on file at the principal business office of the corporation and shall be subject to inspection by any shareholder at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting, The original share transfer book, or a duplicate thereof, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share transfer book or to vote at any meeting of the shareholders.

ARTICLE XI
GENERAL PROVISIONS
DIVIDENDS

Section 1. Subject to the provisions of the articles of incorporation relating thereto, if any, dividends may be declared by the board of directors at any regular or special meeting, pursuant to law, Dividends may be paid in money or other property subject to any provisions of the articles of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

CHECKS

Section 3. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 4. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SEAL

Section 5. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Virginia". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

ARTICLE XII
AMENDMENTS

Section 1. These bylaws may be amended or repealed or new bylaws may be adopted by the affirmative vote of a majority of the board of directors at any regular or special meeting of the board unless the articles of incorporation or law reserve this power to the shareholders.

QuickLinks

Exhibit 3.17

Exhibit 3.18

CERTIFICATE OF MERGER
MERGING
DAKOTA MERGER SUB, INC.
WITH AND INTO
DIGITAL FUSION, INC.

Pursuant to Section 251 of the General Corporation Law of
the State of Delaware

The undersigned hereby certifies as follows:

FIRST. The name and state of incorporation of each of the constituent corporations participating in the merger herein certified (the "*Constituent Corporations*") are as follows:

(i) Digital Fusion, Inc., which is incorporated under the laws of the State of Delaware (the "*Company*"); and

(ii) Dakota Merger Sub, Inc., which is incorporated under the laws of the State of Delaware ("*Merger Sub*").

SECOND. An Agreement and Plan of Merger, dated as of November 21, 2008 (the "Merger Agreement"), by and among Kratos Defense & Security Solutions, Inc., a Delaware corporation, Merger Sub and the Company, providing for the merger of Merger Sub with and into the Company (the "*Merger*"), has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with Section 251 of the General Corporation Law of the State of Delaware.

THIRD. Upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware, Merger Sub will merge with and into the Company, and the Company will be the surviving corporation in the Merger (the "*Surviving Corporation*") and will continue its existence under the name "Digital Fusion, Inc."

FOURTH. The Certificate of Incorporation of the Surviving Corporation shall be amended and restated in its entirety to read as set forth in *Exhibit A* attached and, as such, shall be the Amended and Restated Certificate of Incorporation of the Surviving Corporation.

FIFTH. An executed copy of the Merger Agreement is on file at the principal place of business of the Surviving Corporation. The address of the principal place of business the Surviving Corporation is 5030 Bradford Drive, Building 1, Suite 210, Huntsville, AL 35805.

SIXTH. A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any of the Constituent Corporations.

SEVENTH. The effective time and date of the merger herein certified shall be that time and date upon which this Certificate of Merger was filed with the Secretary of State of the State of Delaware.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Merger to be executed by its authorized officer this 24 day of December, 2008.

DIGITAL FUSION, INC.,
a Delaware corporation

By: /s/ Deanna H. Lund

Name: Deanna H. Lund

Title: Senior Vice President & CFO

EXHIBIT A

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

DIGITAL FUSION, INC.

Article 1. NAME

The name of this corporation is Digital Fusion, Inc. (the "Corporation"

Article 2. REGISTERED OFFICE AND AGENT

The registered office of the Corporation shall be located at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 in the County of New Castle. The registered agent of the Corporation at such address shall be Corporation Service Company,

Article 3. PURPOSE AND POWERS

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 the State of Delaware (the "Delaware General Corporation Law"). The Corporation shall have all power necessary or convenient to the conduct, promotion or attainment of such acts and activities.

Article 4. CAPITAL STOCK

4.1 Authorized Shares

The total number of shares of all classes of stock that the Corporation shall have the authority to issue is One Thousand (1,000), all of which shares shall be Common Stock, all of one class, having a par value of $0.001 per share ("Common Stock").

4.2 Common Stock

4.2.1 Relative Rights

The Common Stock shall be subject to all of the rights, privileges, preferences and priorities of the Preferred Stock as set forth in the certificate of designations filed to establish the respective series of Preferred Stock. Each share of Common Stock shall have the same relative rights as and be identical in all respects to all the other shares of Common Stock.

4.2.2 Dividends

Whenever there shall have been paid, or declared and set aside for payment, to the holders of shares of any class of stock having preference over the Common Stock as to the payment of dividends, the full amount of dividends and of sinking fund or retirement payments, if any, to which such holders are respectively entitled in preference to the Common Stock, then dividends may be paid on the Common Stock and on any class or series of stock entitled to participate therewith as to dividends, out of any assets legally available for the payment of dividends thereon, but only when and as declared by the Board of Directors of the Corporation.

4.2.3 Dissolution, Liquidation, Winding Up

In the event of any dissolution, liquidation, or winding up of the Corporation, whether voluntary or involuntary-, the holders of the Common Stock, and holders of any class or series of stock entitled to participate therewith, in whole or in part, as to the distribution of assets in such

event, shall become entitled to participate in the distribution of any assets of the Corporation remaining after the Corporation shall have paid, or provided for payment of, all debts and liabilities of the Corporation and after the Corporation shall have paid, or set aside for payment, to the holders of any class of stock having preference over the Common Stock in the event of dissolution, liquidation or winding up the full preferential amounts (if any) to which they are entitled.

4.2.4 Voting Rights

Each holder of shares of Common Stock shall be entitled to attend all special and annual meetings of the stockholders of the Corporation and, share for share and without regard to class, together with the holders of all other classes of stock entitled to attend such meetings and to vote (except any class or series of stock having special voting rights), to cast one vote for each outstanding share of Common Stock so held upon any matter or thing (including, without limitation, the election of one or more directors) properly considered and acted upon by the stockholders.

Article 5. [RESERVED]

Article 6. BOARD OF DIRECTORS

6.1 Directors; Number; Election

The number of directors of the Corporation shall be such number as from time to time shall be fixed by, or in the manner provided in, the bylaws of the Corporation. Unless and except to the extent that the bylaws of the Corporation shall otherwise require, the election of directors of the Corporation need not be by written ballot. Except as otherwise provided in this Certificate of Incorporation, each director of the Corporation shall be entitled to one vote per director on all matters voted or acted upon by the Board of Directors.

6.2 Management of Business and Affairs of the Corporation

The business affairs of the Corporation shall be managed by or under the direction of the Board of Directors.

6.3 Limitation of Liability

No director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that this provision shall not eliminate or limit the liability of a director (a) for any breach of the director's duty of loyalty to the Corporation or its stockholders; (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) under Section 174 of the Delaware General Corporation Law; or (d) for any transaction from which the director derived an improper personal benefit Any repeal or modification of this Article 6.3 shall be prospective only and shall not adversely affect any right or protection of, or any limitation of the liability of, a director of the Corporation existing at, or arising out of facts or incidents occurring prior to, the effective date of such repeal or modification.

Article 7. AMENDMENT OF BYLAWS

In furtherance and not in limitation of the powers conferred by the Delaware General Corporation Law, the Board of Directors of the Corporation is expressly authorized and empowered to adopt, amend and repeal the bylaws of the Corporation.

Article 8. RESERVATION OF RIGHT TO AMEND CERTIFICATE OF INCORPORATION

The Corporation reserves the right at any time, and from time to time, to amend, alter, change, or repeal any provision contained in this Certificate of Incorporation, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences, and privileges of any nature conferred upon stockholders, directors, or any other persons by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this Article 8.

QuickLinks

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 3.19

AMENDED AND RESTATED BYLAWS OF DIGITAL FUSION, INC.

Incorporated under the Laws of the State of Delaware
As Amended February 8, 2006

Article 1 Offices And Records

Section 1.1 Delaware Office

The registered office of the Corporation in the State of Delaware shall be located in the City of Wilmington, County of New Castle, and the name and address of its registered agent is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

Section 1.2 Other Offices

The Corporation may have such other offices, either within or without the State of Delaware, as the Board of Directors may designate or as the business of the Corporation may from time to time require.

Section 1.3 Books and Records

The books and records of the Corporation may be kept at the Corporation's headquarters in Huntsville, Alabama or at such other locations outside the State of Delaware as may from time to time be designated by the Board of Directors.

Article 2 Stockholders

Section 2.1 Annual Meeting

The annual meeting of the stockholders of the Corporation shall be held at such date and time as may be fixed from time to time by resolution of the Board of Directors.

Section 2.2 Special Meetings

Except as otherwise required by applicable law, and subject to the rights of the holders of any series of preferred stock as set forth in the Corporation's Certificate of Incorporation, as amended and/or restated from time to time (the "Certificate"), special meetings of the stockholders of the Corporation may be called only by the Board of Directors pursuant to a resolution adopted by a majority of the total number of directors which the Corporation would have if there were no vacancies (the "Whole Board") or by the Chairman of the Board.

Section 2.3 Place of Meeting

The Board of Directors may designate the place of meeting for any annual or special meeting of the stockholders. If no place is designated by the Board of Directors, the place of meeting shall be the principal office of the Corporation.

Section 2.4 Notice of Meeting

Except as otherwise provided by applicable law, notice of each annual or special meeting of the stockholders shall be prepared and delivered by the Corporation to each stockholder of record entitled to vote at such meeting not less than ten days nor more than sixty days before the date of the meeting. Such notice shall state the place, day and hour of the meeting, the means of remote communications, if any, by which the stockholders and proxy holders may be deemed to be present and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Notice may be delivered in any manner permitted by law, including personally, by mail, or by electronic

transmission. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail with postage thereon prepaid, addressed to the stockholder at his address as it appears on the stock transfer books of the Corporation. Such further notice shall be given as may be required by law. Meetings may be held without notice if all stockholders entitled to vote are present, or if notice is waived by those not present. Any stockholder present in person at any meeting of the stockholders shall be deemed to have waived notice of the time and place of such meeting, except when such stockholder attends the 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. Any previously scheduled meeting of the stockholders may be postponed or rescheduled by resolution of the Board of Directors upon public notice given prior to the time previously scheduled for such meeting of stockholders.

Section 2.5 Quorum and Adjournment

Except as otherwise provided by law or by the Certificate, the holders of a majority of the voting power of the outstanding shares of the Corporation entitled to vote generally in the election of directors (the "Voting Stock"), represented in person or by proxy, shall constitute a quorum at a meeting of stockholders, except that when specified business is to be voted on by a class or series voting as a class, the holders of at least a majority of the shares of such class or series shall constitute a quorum for the transaction of such business. The chairman of the meeting may adjourn the meeting from time to time, whether or not there is such a quorum (or in the case of specified business to be voted on by a class or series, the chairman of the meeting may adjourn the meeting with respect to such specified business). No notice of the time and place of adjourned meetings need be given if the time and place thereof are announced at the meeting at which the adjournment is taken, unless the adjournment is for more than thirty days or a new record date is fixed for the adjourned meeting, in which case a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. The stockholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

Section 2.6 Proxies

At any meeting of the stockholders, every stockholder entitled to vote may vote in person or by proxy authorized by an instrument in writing or by an electronic transmission permitted by law and filed in accordance with the procedure established for the meeting. Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission created pursuant to this Section may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

Section 2.7 Notice of Stockholder Business and Nominations

(a) Annual Meeting of Stockholders

(1) Nominations of persons for election to the Board of Directors of the Corporation and the proposal of business to be considered by the stockholders may be made at an annual meeting of stockholders (A) pursuant to the Corporation's notice of meeting delivered pursuant to Section 2.4 of these Bylaws, (B) by or at the direction of the Board of Directors or the Chairman of the Board or (C) by any stockholder of the Corporation who is entitled to vote at the meeting, who complied with the notice procedures set forth in clauses (B) and (C) of this subsection(a) and these Bylaws and who was a stockholder of record at the time such notice was delivered to the Secretary of the Corporation.

(2) For nominations or other business to be properly brought before an annual meeting by a stockholder, pursuant to clause (C) of the preceding paragraph, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation. To be timely, a stockholder's notice shall be actually delivered to the Secretary at the principal executive offices of the

Corporation not less than ninety days nor more than one hundred and twenty days before the first anniversary of the preceding year's annual meeting; except that (A) if the date of the annual meeting is advanced by more than twenty days, or delayed by more than seventy days, from such anniversary date, then notice must be so delivered not earlier than the one hundred and twentieth day before such annual meeting and not later than the close of business on the later of the ninetieth day before such annual meeting or the tenth day following the day on which public announcement of the date of such meeting is first made, and (B) if the number of directors to be elected to the Board of Directors of the Corporation is increased and a public announcement is not made by the Corporation at least one hundred days before the first anniversary of the preceding year's annual meeting naming all of the nominees for director or specifying the size of the increased Board of Directors, a stockholder's notice required by these Bylaws shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be so delivered not later than the close of business on the tenth day following the day on which such public announcement is first made by the Corporation. In no event shall the adjournment of an annual meeting commence a new time period for the giving of a stockholder's notice as described above.

(3) To be valid, a stockholder's notice must set forth (A) as to each person whom the stockholder proposes to nominate for election or reelection as a director, all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected; (B) as to any other business that the stockholder proposes to bring before the meeting, 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 in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; and (C) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner and (ii) the class and number of shares of the Corporation which are owned beneficially and of record by such stockholder and such beneficial owner.

(b) Special Meetings of Stockholders

Only such business as shall have been brought before the special meeting of stockholders pursuant to the Corporation's notice of meeting pursuant to Section 2.4 of these Bylaws shall be conducted at such meeting. If the Corporation's notice of meeting states that directors are to be elected at the special meeting of stockholders, then nominations of persons for election to the Board of Directors may be made (1) by or at the direction of the Board of Directors or (2) by any stockholder of the Corporation who is entitled to vote at the meeting, who complies with the notice procedures set forth in Section 2.7(a) of these Bylaws and who is a stockholder of record at the time suchnotice is delivered to the Secretary of the Corporation. Nominations by stockholders of persons for election to the Board of Directors may be made at such a special meeting of stockholders if the stockholder's notice as described by subsections (1), (2) and (3) of Section 2.7(a) of these Bylaws shall be actually delivered to the Secretary at the principal executive offices of the Corporation not earlier than the one hundred and twentieth day before such special meeting and not later than the close of business on the later of the ninetieth day before such special meeting or the tenth 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 the adjournment of a special meeting commence a new time period for the giving of a stockholder's notice as described above.

(c) General

(1) Only persons who are nominated in accordance with the procedures set forth in these Bylaws shall be eligible to stand for election as directors at a meeting of stockholders and to serve as directors. Only such business as shall have been brought before the meeting of stockholders in

accordance with the procedures set forth in these Bylaws shall be conducted at a meeting of stockholders. Except as otherwise provided by applicable law, the Certificate or these Bylaws, the chairman of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made in accordance with the procedures set forth in these Bylaws and, if the chairman determines that any proposed nomination or business is not in compliance with these Bylaws, to declare that such defective proposal or nomination is out of order, shall not be presented for stockholder action and shall be disregarded.

(2) For purposes of Section 2.7 of these Bylaws, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable 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.

(3) Notwithstanding the foregoing provisions of Section 2.7 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. Nothing in these Bylaws shall be deemed to affect any rights (A) of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act, or (B) of the holders of any series of preferred stock to elect directors if so provided under an applicable Preferred Stock Designation (as defined in the Certificate).

Section 2.8 Voting

Election of directors at all meetings of the stockholders at which directors are to be elected shall be by written ballot. Except as otherwise set forth in the Certificate with respect to the right of the holders of any series of preferred stock or any other series or class of stock to elect additional directors under specified circumstances, directors shall be elected by a plurality of the votes cast by the holders of Common Stock, present in person or represented by proxy. Except as otherwise provided by law, the Certificate or these Bylaws, all matters other than the election of directors properly submitted to the stockholders at any meeting shall be decided by the affirmative vote of a majority of the votes cast affirmatively or negatively on the matter. The vote upon any matter other than the election of directors shall be by written ballot only if so ordered by the chairman of the meeting. Whenever a written ballot is required, a ballot may be submitted in writing or by an electronic transmission permitted by law and filed in accordance with the procedure established for the meeting. Any copy, facsimile telecommunication or other reliable reproduction of the writing or transmission created pursuant to this paragraph may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

Section 2.9 Inspectors of Elections; Opening and Closing the Polls; Conducting of Business

(a) Inspectors of Elections

The Corporation shall appoint one or more individuals, who may include individuals who serve the Corporation in other capacities, including, without limitation, as officers, employees, agents or representatives of the Corporation, to act as inspectors at the meeting and make a written report thereof. The Corporation may appoint one or more individuals as alternate inspectors to replace any inspector who may fail to act. If no inspector or alternate has been appointed to act, or if all inspectors or alternates who have been appointed are unable to act at a meeting of stockholders, the chairman of the meeting shall appoint one or more individuals to act as inspectors at the meeting. Each inspector, before discharging his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall have the duties prescribed for inspectors of election by the General Corporation Law of the State of Delaware.

(b) Opening and Closing the Polls

The chairman of the meeting or the Corporate Secretary shall fix and announce at the meeting the date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at the meeting.

(c) Conducting of Business

The chairman of the meeting shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to such chairman to be in order.

Section 2.10 Voting List

At least ten days before every stockholder meeting, the Corporation shall make available for inspection a complete list of the stockholders entitled to vote at such meeting, arranged in alphabetical order, with the address of and number of shares held by each, which list, for at least ten days prior to such meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any stockholder, and copying at such stockholder's expense, at any time during normal business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any stockholder during the entire time of the meeting.

Article 3 Board Of Directors

Section 3.1 General Powers

The business and affairs of the Corporation shall be managed by or under the direction of its Board of Directors. In addition to the powers and authorities by these Bylaws expressly conferred upon them, the Board of Directors may exercise all such powers of the Corporation and do all such lawful acts and things as are not by law or by the Certificate or by these Bylaws required to be exercised or done by the stockholders.

Section 3.2 Number and Term

Subject to the rights of the holders of any series of preferred stock as set forth in the Certificate, to elect directors under specified circumstances, the number of directors shall be fixed from time to time exclusively pursuant to a resolution adopted by a majority of the Whole Board, but shall consist of not more than fifteen nor less than three directors. No decrease in the number of directors constituting the Whole Board shall shorten the term of any incumbent director. At each annual meeting of stockholders, the stockholders shall elect directors equal to the number of directors then constituting the Whole Board. Each director, including those elected in accordance with this Section 3.2 and those elected or appointed in accordance with Section 3.9 of these Bylaws, shall be elected to a term that expires at the annual meeting of the stockholders of the Corporation next following such director's election. Notwithstanding the term to which each director is elected, each director shall serve as a director until the first to occur among the following: the director's successor is duly elected and qualified; the director resigns, dies or is determined to be mentally incompetent; or the director is removed from the Board of Directors by the stockholders.

Section 3.3 Regular Meetings

A regular annual meeting of the Board of Directors shall be held without notice other than these Bylaws on the same date, and at the same place, as each annual meeting of stockholders or on such other day, at such other place and at such time as the Board of Directors may determine. The Board of Directors may from time to time, by resolution, provide the time and place for the holding of additional regular meetings without notice other than such resolution.

Section 3.4 Special Meetings

Special meetings of the Board of Directors shall be called at the request of the Chairman of the Board or a majority of the Whole Board. The person or persons authorized to call special meetings of the Board of Directors may fix the place and time of the meetings.

Section 3.5 Notice

Notice of any special meeting shall be given to each director at his or her business or residence in writing, or by telegram or electronic transmission, or by telephone communication. If mailed, such notice shall be deemed delivered when deposited in the United States mails so addressed, with postage thereon prepaid, at least three days before such meeting. If by telegram, such notice shall be deemed delivered when the telegram is presented to the telegraph company at least twenty-four hours before such meeting. If by facsimile or other electronic transmission, such notice shall be deemed delivered if transmitted at least twenty-four hours before such meeting. If by telephone, the notice shall be deemed delivered if given at least twelve hours prior to the time set for the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice of such meeting, except for amendments to these Bylaws as provided under Section 8.1 hereof. A meeting may be held at any time without notice if all the directors are present or if those not present waive notice of the meeting in writing, either before or after such meeting. Any director present in person at a meeting of the Board of Directors shall be deemed to have waived notice of the time and place of such meeting, except when such director attends the 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.

Section 3.6 Action by Consent of Board of Directors

Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by an electronic transmission, and the writing or writings, or electronic transmission or transmissions, are filed with the minutes of proceedings of the Board or committee.

Section 3.7 Meetings Other Than in Person

Members of the Board of Directors, or any committee thereof, may participate in a meeting of the Board of Directors or such committee by means of communications equipment which permits all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

Section 3.8 Quorum, Voting

A number of directors equal to at least a majority of the Whole Board shall constitute a quorum for the transaction of business, but if at any meeting of the Board of Directors there shall be less than a quorum present, a majority of the directors present may adjourn the meeting from time to time without further notice. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 3.9 Vacancies

Subject to the rights of the holders of any series of preferred stock as set forth in the Certificate, and unless the Board of Directors otherwise determines, vacancies resulting from death, mental incompetence, resignation pursuant to Section 7.6, retirement, removal from the Board of Directors by the stockholders or other cause, and newly created directorships resulting from any increase in the authorized number of directors, shall be filled only by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, and shall not be filled by the stockholders.

Section 3.10 Removal

Subject to the rights of the holders of any series of preferred stock as set forth in the Certificate, a director or directors may be removed from the Board of Directors at any time, with or without cause, by the affirmative vote of the holders of a majority of the shares then entitled to vote at an election of directors, voting together as a single class.

Section 3.11 Fees and Expenses

Directors shall receive such fees and expenses as the Board of Directors shall from time to time prescribe.

Article 4 Committees

Section 4.1 Committees

The Board of Directors, by resolution passed by a majority of the Whole Board, shall designate an Audit Committee, a Compensation Committee, and a Governance and Nominating Committee and may from time to time designate one or more additional committees of the Board of Directors. The Board of Directors, by resolution passed by a majority of the Whole Board, shall establish the membership of the committees. The Board of Directors may, by resolution passed by a majority of the Whole Board, adopt charters and other documents to administer its committees. Each committee will have the purposes and functions that are assigned to it, and may exercise such powers and authorities that are delegated to it, by the Board of Directors. The committees may each authorize the seal of the Corporation to be affixed to all papers on which it may be appropriate. Each committee may, from time to time, establish one or more subcommittees.

Section 4.2 Executive Committee

The Board of Directors may, by resolution approved by a majority of the Whole Board, designate an Executive Committee. Any Executive Committee shall consist exclusively of three or more directors, including the Chairman of the Board and the Chief Executive Officer. A majority of the members of the Executive Committee shall constitute a quorum. The Executive Committee may have and may exercise all of the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, except any such powers and authority that the Board of Directors specifically reserves to itself or that are reserved to the Board of Directors by law.

Section 4.3 Committee Procedure

The committees shall keep regular minutes of their meetings, which shall be made available to the Board of Directors. Each committee shall fix its own rules of procedure consistent with these Bylaws. A majority of the members of a committee or subcommittee shall constitute a quorum of that committee or subcommittee. In the event that a member of a committee is absent or becomes disqualified from participating as a member at a meeting of that committee, the members of that committee who are not so disqualified, whether or not constituting a quorum, may by unanimous affirmative vote appoint another director to act as a member of that committee for that meeting.

Article 5 Officers

Section 5.1 Elected Officers

The elected officers of the Corporation shall be (A) a Chairman of the Board, unless the Board of Directors specifies that the Chairman of the Board shall not be an officer of the Corporation, (B) a Chief Executive Officer, (C) a President , (D) a Chief Operating Officer, (E) a Chief Financial Officer, (F) one or more Vice Presidents (including Executive Vice Presidents and Senior Vice Presidents), (G) a Corporate Secretary, (H) a Treasurer, and (I) such other elected officers as the Board of Directors from time to time may deem proper. The Chairman of the Board (whether or not an elected officer of the Corporation) shall be chosen from the directors. The other elected officers of the Corporation may or may not be directors. All officers elected by the Board of Directors shall each have such powers and duties as generally pertain to their respective offices, subject to the specific provisions of this Article 5. The elected officers may, as authorized by the Board of Directors, sign certificates, contracts, and other instruments of the Corporation. Elected officers shall have such further powers and duties as from time to time may be delegated by the Board of Directors or by any committee thereof.

Section 5.2 Election and Term of Office

The elected officers shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each elected officer shall hold office until the time his or her successor is duly elected and qualified, except that an elected officer shall no longer hold office upon his or her death, mental incompetence, resignation pursuant to Section 7.6, retirement or removal from office by the Board of Directors. Elected officers hold their respective offices at the pleasure of the Board of Directors and any elected officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the Board of Directors.

Section 5.3 Chairman of the Board

The Chairman of the Board shall preside at all meetings of the stockholders and of the Board of Directors. He or she shall make reports to the Board of Directors and the stockholders, and shall have such other powers and perform such other duties as are required of him or her from time to time by the Board of Directors. The Board of Directors may specify in a resolution or resolutions that the Chairman of the Board shall not be an officer of the Corporation. The offices of Chairman of the Board and Chief Executive Officer may be filled by the same individual.

Section 5.4 Chief Executive Officer

The Chief Executive Officer shall be the highest executive officer of the corporation and shall exercise supervision over the business of the Corporation and over its several officers, including the responsibility for performance of all orders and resolutions adopted by the Board of Directors and of any committee thereof are carried into effect, subject, however, to the control of the Board of Directors. The Chief Executive Officer shall, in the absence of, or because of the inability to act of, the Chairman of the Board, perform all duties of the Chairman of the Board and preside at all meetings of stockholders and of the Board of Directors. The Chief Executive Officer shall see that all orders and resolutions of the Board of Directors and of any committee thereof are carried into effect. He or she shall preside at all meetings of the shareholders and at meetings of the Board of Directors, unless the Board of Directors shall determine to elect a Chairman of the Board, in which case the latter shall preside. The powers and duties of the Chief Executive Officer, subject to the supervision and control of the Board of Directors, shall be those usually appertaining to such office and whatever other powers and duties are prescribed by these Bylaws or by the Board of Directors.

Section 5.5 President

The President shall be the second highest executive officer of the Corporation and shall, subject to the direction of the Chief Executive Officer, exercise supervision and control over the operations of the corporation and over its several officers, subject, however, to the control of the Board of Directors and

the authority of the Chief Executive Officer. The President shall perform such duties as are conferred upon him or her by these Bylaws, or as may from time to time be assigned to him or her by the Board of Directors or the Chief Executive Officer. At the request of the Chief Executive Officer, or in his or her absence or disability, the President shall perform all the duties of the Chief Executive Officer and when so acting shall have the powers of the Chief Executive Officer.

Section 5.6 Chief Operating Officer

The Chief Operating Officer, subject to the control of the Board of Directors, shall have general responsibility for the business operations of the Corporation. The Chief Operating Officer shall, in the absence of, the Chairman of the Board, the Chief Executive Officer, and the President, perform all duties of the Chairman of the Board and preside at all meetings of stockholders and of the Board of Directors. The Chief Operating Officer shall see that all orders and resolutions of the Board of Directors and of any committee thereof are carried into effect.

Section 5.7 Chief Financial Officer

The Chief Financial Officer, subject to the control of the Board of Directors, shall have responsibility for all financial and accounting matters, shall perform all duties incident to the office of Chief Financial Officer and shall have such powers and perform such other duties as may from time to time be assigned to such office by the Board of Directors, the Chief Executive Officer or the President. The offices of Chief Financial Officer and Treasurer may be filled by the same individual.

Section 5.8 Vice Presidents

Section 5.7 Vice Presidents (including Executive Vice Presidents and Senior Vice Presidents) who are elected by the Board of Directors, the Chief Executive Officer may, from time to time, appoint Vice Presidents (including Executive Vice Presidents and Senior Vice Presidents), who are not elected by the Board of Directors pursuant to this Article 5, and who shall not be deemed elected officers. Each Vice President (including any Executive Vice Presidents and Senior Vice Presidents) shall perform such duties as shall be assigned by the Board of Directors, the Chairman of the Board or the Chief Executive Officer.

Section 5.9 Secretary

The Secretary shall give, or cause to be given, notice of all meetings of stockholders and directors and all other notices required by law or by these Bylaws, and in case of his or her absence or refusal or neglect so to do, any such notice may be given by any person thereunto directed by the Chairman of the Board or the Chief Executive Officer, or by the Board of Directors, upon whose request the meeting is called as provided in these Bylaws. The Secretary shall record the proceedings of the meetings of the Board of Directors, any committees thereof and the stockholders of the Corporation in a book to be kept for that purpose, have custody of and maintain the Corporation's stockholder records, and shall perform such other duties as may be assigned to him or her by the Board of Directors, the Chairman of the Board or the Chief Executive Officer. The Secretary shall have the custody of the seal of the Corporation and shall affix the seal to all papers on which it is appropriate, when authorized by the Board of Directors, a committee of the Board of Directors, the Chairman of the Board, the Chief Executive Officer or the President, and shall attest to the same.

Section 5.10 Treasurer

The Treasurer shall have the custody of the corporate funds and shall keep full and accurate account of receipts and disbursement in books belonging to the Corporation. The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, the Chairman of the Board, or the Chief Executive Officer, taking proper vouchers for such disbursements. The Treasurer shall render to the Chairman of the Board, the Chief Executive Officer and the Board of Directors, whenever requested, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond for the faithful

discharge of his or her duties in such amount and with such surety as the Board of Directors shall prescribe.

Section 5.11 Compensation

The compensation of the elected officers of the Corporation shall be determined, from time to time, by the Board of Directors.

Section 5.12 Vacancies

In case any office of an elected officer becomes vacant due to death, mental incompetence, resignation pursuant to Section 7.6, retirement, removal from office, or any other reason, the Board of Directors may abolish the office (except that of President, Secretary and Treasurer) or may elect a person to fill such vacancy.

Article 6 Stock Certificates, Transfers and Record Date

Section 6.1 Stock Certificates, Transfers and Record Date

(a) Stock Certificates

The interest of each stockholder of the Corporation shall be evidenced by certificates for shares of stock in such form as the appropriate officers of the Corporation may from time to time prescribe; provided, however, the Board of Directors may authorize by resolution that some or all of any or all classes or series of the Corporation's stock may be uncertificated shares that may be evidenced by a book-entry system maintained by the registrar of such stock. To the extent, if any, that such interest are represented by certificates, such certificates of stock shall be signed, countersigned and registered in such manner as the Board of Directors may by resolution prescribe, which resolution may permit all or any of the signatures on such certificates to be in facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

(b) Transfers

Transfers of shares of the stock of the Corporation shall be made only on the books of the Corporation upon the authorization of the holder thereof in person or by his attorney, and if such shares are represented by a certificate upon surrender for cancellation of certificates for the same number of shares, with an assignment and power of transfer endorsed thereon or attached thereto, duly executed, with such proof of the authenticity of the signature as the Corporation or its agents may reasonably require. Transfers of uncertificated shares shall be effected as provided by applicable law.

(c) Record Date

In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders, or to receive payment ofany dividend or other distribution or allotment of any rights or 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 of Directors may, except as otherwise required by law, fix a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted and which record date shall not be more than sixty nor less than ten days before the date of any meeting of stockholders, nor more than sixty days prior to the time for such other action as described above; except that if no record date is fixed by the Board of Directors, then 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, and, for determining stockholders entitled to receive payment of any dividend or other distribution or allotment of rights or to exercise any rights of change, conversion or exchange of stock or for any other purpose,

the record date shall be at the close of business on the day on which the Board of Directors adopts a 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 of the meeting; except that the Board of Directors may fix a new record date for the adjourned meeting.

Article 7 Miscellaneous Provisions

Section 7.1 Fiscal Year

The fiscal year of the Corporation shall begin on the first day of January and end on the thirty-first day of December of each year.

Section 7.2 Dividends

The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by applicable law and the Certificate.

Section 7.3 Seal

The corporate seal shall have inscribed thereon the words "Corporate Seal" and "Delaware", and the name of the Corporation. The seal may bear additional text or designs approved by the Secretary.

Section 7.4 Waiver of Notice

Whenever any notice is required to be given to any stockholder or director of the Corporation under the provisions of the General Corporation Law of the State of Delaware, a written waiver of notice, signed by the person or persons entitled to such notice, or a waiver by electronic transmission by such person or persons, whether given before or after the time notice is required, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the stockholders of the Board of Directors need be specified in any waiver of notice of such meeting.

Section 7.5 Audits

The accounts, books and records of the Corporation shall be audited upon the conclusion of each fiscal year by an independent certified public accountant selected by the Audit Committee of the Board of Directors, and it shall be the duty of the Board of Directors to cause such audit to be made annually.

Section 7.6 Resignations

Any director or any elected officer may resign at any time by serving written notice of such resignation on the Chairman of the Board, the President or the Secretary, and such resignation shall be deemed to be effective as of the close of business on the date said notice is received by the Chairman of the Board, the President, or the Secretary, or at such later date as is stated therein. No formal action shall be required of the Board of Directors or the stockholders to make any such resignation effective.

Section 7.7 Reliance Upon Books, Reports and Records

Each director, each member of any committee designated by the Board of Directors, and each officer of the Corporation shall, in the performance of his or her duties, be fully protected in relying in good faith upon the books of account or other records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board of Directors so designated, or by any other person as to matters which such director, committee member or officer reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 7.8 Time Periods

In applying any provision of these Bylaws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the performance of the act shall be excluded, and the day of the event shall be included.

Article 8 Amendments

Section 8.1 Amendments

These Bylaws may be amended, added to, rescinded or repealed at any meeting of the Board of Directors or of the stockholders, so long as notice of the proposed change was given in the notice of the meeting and, in the case of a meeting of the Board of Directors, in a notice given no less than twenty-four hours prior to the meeting; provided, however, that, in the case of amendments by stockholders, notwithstanding any other provisions of these Bylaws or any provision of law which might otherwise permit a lesser vote or no vote, but in addition to any affirmative vote of the holders of any particular class or series of stock required by law, the Certificate or these Bylaws, the affirmative vote of the holders of at least 80 percent of the voting power of the then outstanding Voting Stock, voting together as a single class, shall be required to alter, amend or repeal any provision of these Bylaws.

Article 9 Indemnification and Insurance

Section 9.1 Persons Eligible for Indemnification

(a) Mandatory Indemnification

Subject to the conditions of Section 9.3, the Corporation shall indemnify any person who is or was a party to, 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 he or she is or was serving, or agreed to serve, as a director or officer of the Corporation, or, at the request of the Corporation, of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted while serving in such capacity.

(b) Discretionary Indemnification

Subject to the conditions of Section 9.3, the Corporation may indemnify any person who is or was a party to, 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 he or she is or was serving, or agreed to serve, as an employee or agent of the Corporation, or, at the request of the Corporation, of another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted while serving in such capacity.

Section 9.2 Amounts Eligible for Indemnification

The indemnification provided by Section 9.1 shall be from and against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the indemnitee or on his or her behalf in connection with such action, suit or proceeding and any appeal therefrom, except that in the case of an action or suit by or in the right of the Corporation to procure a judgment in its favor (a) the indemnification provided by Section 9.1 shall be limited to expenses (including attorneys' fees) actually and reasonably incurred by such person in the defense or settlement of such action or suit.

Section 9.3 Behavior Required

Notwithstanding Section 9.1: (a) indemnification shall only be provided if the indemnitee 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, (b) indemnification shall only be provided with respect to any criminal action, suit or proceeding if the indemnitee had no reasonable cause to believe his or her conduct was unlawful, and (c) no indemnification shall be made in respect of any claim, issue or matter as to which the

indemnitee shall have been adjudged to be liable to the Corporation unless, and only to the extent that, the Delaware 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 Delaware Court of Chancery or such other court shall deem proper. 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 he or she 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 reasonable cause to believe that his or her conduct was unlawful.

Section 9.4 Determinations

(a) Service

The Board of Directors (by resolution passed by a majority of the Board of Directors), the Chairman of the Board, the Chief Executive Officer, President or the Secretary shall have the authority to determine whether a person is or was serving or has agreed to serve at the request of the Corporation (a) as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, or (b) as an employee or agent of another corporation, partnership, joint venture, trust or other enterprise. If the Board of Directors (by resolution passed by a majority of the Board of Directors), the Chairman of the Board, the Chief Executive Officer, President or the Secretary determines that a person is not or was not serving or has not agreed to serve at the request of the Corporation in any capacity described in clause (a) or (b) of the preceding sentence, then such person shall not (unless otherwise ordered by a court) be entitled to indemnification under these Bylaws.

(b) Behavior

Any indemnification of a person entitled to indemnity under Section 9.1 (a) hereof shall (unless otherwise ordered by a court) be made by the Corporation unless a determination is made that indemnification of such person is not proper in the circumstances because he or she has not met the applicable standard of conduct set forth in Section 9.3 hereof. Any indemnification of a person entitled to indemnity under Section 9.1 (b) hereof may (unless otherwise ordered by a court) be made by the Corporation upon a determination that indemnification of such person is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 9.3 hereof. Any such determination shall be made (1) by a majority vote of the directors who are not parties to such action, suit or proceeding, even if less than a quorum, or (2) by a committee of such directors designated by a majority vote of such directors, even if less than a quorum, or (3) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (4) by the stockholders.

Section 9.5 Successful Defense

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 Section 9.1 hereof 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.

Section 9.6 Advance Payment of Expenses

Expenses (including attorneys' fees) incurred by a director or officer in defending a civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Corporation 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 that he or she is not entitled to be indemnified by the Corporation as authorized in this Section. Such expenses (including attorneys' fees) incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate. The Board of Directors may authorize the Corporation's counsel to represent a director, officer, employee or agent in any action, suit or proceeding, whether or not the Corporation is a party to such action, suit or proceeding.

Section 9.7 Procedure for Indemnification of Required Indemnitees

Any indemnification of a person the Corporation is required to indemnify under Section 9.1 (a) hereof, or advance of costs, charges and expenses of a person the Corporation is required to pay under Section 9.6 hereof, shall be made promptly, and in any event within sixty days, upon the written request of such person. If the Corporation fails to respond within sixty days, then the request for indemnification shall be deemed to be approved. The right to indemnification or advances under this Article 9 shall be enforceable by the person the Corporation is required to indemnify under Section 9.1 (a) hereof in any court of competent jurisdiction if the Corporation denies such request, in whole or in part. Such person's costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such action shall also be indemnified by the Corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for the advance of costs, charges and expenses under Section 9.6 hereof where the required undertaking, if any, has been received by the Corporation) that the claimant has not met the standard of conduct set forth in Section 9.3 hereof, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, its independent legal counsel, and its stockholders) 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 set forth in Section 9.3 hereof, nor the fact that there has been an actual determination by the Corporation (including its Board of Directors, its independent legal counsel, and its stockholders) 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.

Section 9.8 Survival; Preservation of Other Rights

The indemnification provisions of this Article 9 shall be deemed to be a contract between the Corporation and each director, officer, employee and agent who serves in such capacity at any time while these provisions as well as the relevant provisions of the General Corporation Law of the State of Delaware are in effect and any repeal or modification thereof shall not affect any right or obligation then existing with respect to any state of facts then or previously existing or any action, suit, or proceeding previously or thereafter brought or threatened based in whole or in part upon any such state of facts. Such a "contract right" may not be modified retroactively without the consent of such director, officer, employee or agent.

The indemnification provided by this Article 9 shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any other Bylaws, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her 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.

Section 9.9 Insurance

The Corporation shall purchase and maintain insurance on behalf of any person who is or was or has agreed to serve as a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against, and incurred by, him or her or on his or her behalf 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 the provisions of this Article 9, so long as such insurance is available on acceptable terms, which determination shall be made by a vote of a majority of the Whole Board.

Section 9.10 Savings Clause

If this Article 9 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director or officer and may indemnify each employee or agent of the Corporation as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, including an action by or in the right of the Corporation, to the full extent permitted by any applicable portion of this Article 9 that shall not have been invalidated and to the full extent permitted by applicable law.

* * * * *

QuickLinks

Exhibit 3.20

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
R.O.I. CONSULTING, INC.

In accordance with the laws of the State of Florida, the Articles of Incorporation of R.O.I. Consulting, Inc. are hereby amended in their entirety and restated as set forth below. The date of filing of the original Articles of Incorporation with the Florida Department of State was May 5, 1997. These amended and restated Articles of Incorporation were duly adopted in accordance with Section 607.1007 of the Florida Business Corporation Act.

ARTICLE I
NAME

The corporate name that satisfies the requirements of Section 607.0401 is: R.O.I. Consulting, Inc.

ARTICLE II
PRINCIPAL OFFICE

The street address of the principal office of the corporation and its mailing address is: 404 N. 4th Street, Suite 3, Jacksonville Beach, FL 32250.

ARTICLE III
AUTHORIZED SHARES

The number of shares the corporation is authorized to issue is 10,000,000 shares of $.01 par value common stack.

ARTICLE IV
REGISTERED OFFICE

The street address of the registered office of the corporation is 1200 South Pine Island Road, Plantation, Florida 33324 and C T Corporation System is the registered agent at that office.

The foregoing amended and restated Articles of Incorporation were adopted by the board of directors and shareholders on the 25th day of March, 1999. The designation of each voting group entitled to vote separately on the amended and restated articles of incorporation is as follows:

	Voting Group Designation		
Class	No. of Shares Entitled to Vote	No. of Shares Voted in Favor	No. of Shares Voted Against
Common Shares	1,100,000	1,100,000	0

The number of votes cast for the amendment by the shareholders in each voting group was sufficient for approval by that voting group and the number of votes cast for the amendment by the shareholders was sufficient for approval.

Signed this 25th day of March, 1999.

/s/ Sean D. Mann

Sean D. Mann, President

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
R.O.I. CONSULTING, INC.

Pursuant to Section 607.1006 of the Florida Business Corporation Act, the undersigned corporation adopts these Articles of Amendment.

FIRST The name of the corporation is R.O.I. Consulting, Inc.

SECOND The Articles of Incorporation of this corporation are amended by changing Article I so that, as amended, said article shall read as follows:

The name of this corporation shall be digital fusion, inc.

THIRD The Articles of Incorporation of this corporation are amended by changing Article II so that, as amended, said article shall read as follows:

The principal office address shall be 400 N. Ashley Drive, Suite 2600, Tampa, Florida

FOURTH The amendment to the Articles of Incorporation set forth above was adopted on the 14th day of April, 1999.

FIFTH The designation of each voting group entitled to vote separately on the amendment is as follows:

	Voting Group Designation		
Class	No. of Shares Entitled to Vote	No. of Shares Voted in Favor	No. of Shares Voted Against
Common	3,500,000	3,500,000	0

SIXTH The number of shares cast for the amendment by the shareholders in each voting group was sufficient for approval by that voting group and the number of shares cast for the amendment by the shareholders was sufficient for approval.

Signed this 21st day of April, 1999.

/s/ Sean D. Mann

Sean D. Mann, President

ARTICLES OF MERGER

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1105, F.S.

First: The name and jurisdiction of the ***surviving*** corporation (the "Surviving Corporation") is:

Name	Jurisdiction
digital fusion, inc.	Florida

Second: The name and jurisdiction of each ***merging*** corporation (the "Merging Corporation") is:

Name	Jurisdiction
Digital Fusion Acquisition Corp.	Delaware

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective at the close of business on the date the Articles of Merger are filed with the Florida Department of State.

Fifth: The Plan of Merger was adopted by the shareholders of the Surviving Corporation on February 10, 2000.

Sixth: The Plan of Merger was adopted by the board of directors of the Merging Corporation on February 10, 2000, and shareholder approval was not required.

Seventh: Signatures of each corporation:

Name of Corporation	Signature	Typed or Printed Name of Individual & Title
digital fusion, inc.	/s/ Sean D. Mann	Sean D. Mann, President
Digital Fusion Acquisition Corp.	/s/ Howard Johnson	Howard Johnson, President

PLAN OF MERGER

The following plan of merger is submitted in compliance with section 607.1101, F.S. and in accordance with the laws of any other applicable jurisdiction of incorporation.

First: The name and jurisdiction of the ***surviving*** corporation (the "Surviving Corporation") is:

Name	Jurisdiction
digital fusion, inc.	Florida

Second: The name and jurisdiction of each ***c,*** corporation (the "Merging Corporation"

Name	Jurisdiction
Digital Fusion Acquisition Corp.	Delaware

Third: At the effective time of the merger, all of the issued and outstanding shares of capital stock of the Surviving Corporation shall be converted into 1,025,000 shares and warrants to purchase 300,000 shares of $0.01 par value common stock of IBS Interactive, Inc., a Delaware corporation.

Fourth: The Articles of Incorporation of the Surviving Corporation shall be the Articles of Incorporation of the corporation surviving the merger. No changes or amendments shall be made to the Articles of Incorporation because of the merger.

Fifth: The Bylaws of the Surviving Corporation shall be the Bylaws of the corporation surviving the merger. No changes or amendments shall be made to the Bylaws because of the merger.

Sixth: The directors and officers of the Merging Corporation shall be the directors and officers of the corporation surviving the merger and shall serve until their successors are selected.

Seventh: Certain other terms and conditions of the merger are as set forth in that certain Agreement and Plan of Merger, dated as of February 10, 2000.

Eighth: The merger shall be effective at the close of business on the date the Articles of Merger are filed with the Florida Department of State.

EXHIBIT A

DIGITAL FUSION, INC.

Howard Johnson	Sole Director, President and Secretary	IBS Two Ridgedale Ave. Suite 350 Cedar Knolls, NJ

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION OF
DIGITAL FUSION, INC.

Pursuant to Section 607.1006 of the Florida Business Corporation Act, the undersigned corporation adopts the following articles of amendment to its articles of incorporation:

FIRST The name of the corporation is digital fusion, inc.

SECOND The Article of Incorporation of this corporation are amended by changing Article I so that, as amended, said article shall read as follows:

The name of this corporation shall be Digital Fusion Solutions, Inc.

THIRD The amendment to the Articles of Incorporation set forth above was adopted on the 9th day of November, 2001.

FOURTH The amendment was adopted by the board of directors without shareholder action and shareholder action was not required.

Signed 12 | day of November, 2001

/s/ Roy E. Crippen, III

Roy E Crippen, III Director and President

QuickLinks

Exhibit 3.21

Exhibit A

BYLAWS
OF
DIGITAL FUSION SOLUTIONS, INC.

ARTICLE I. MEETINGS OF SHAREHOLDERS

Section 1. Annual Meeting. The annual meeting of the shareholders of this Corporation for the election of directors and the transaction of other business shall be held during the month of April each year and on the date and at the time and place that the board of directors determines. If any annual meeting is not held, by oversight or otherwise, a special meeting shall be held as soon as practical, and any business transacted or election held at that meeting shall be as valid as if transacted or held at the annual meeting.

Section 2. Special Meetings. Special meetings of the shareholders for any purpose shall be held when called by the president, or the board of directors, or when demanded in writing by the holders of not less than ten percent (unless a greater percentage not to exceed fifty percent is required by the articles of incorporation) of all the shares entitled to vote at the meeting. Such demand must be delivered to this Corporation's secretary. A meeting demanded by shareholders shall be called for a date not less than ten nor more than sixty days after the request is made, unless the shareholders requesting the meeting designate a later date. The secretary shall issue the call for the meeting, unless the president, the board of directors, or shareholders requesting the meeting designate another person to do so. The shareholders at a special meeting may transact only business that is related to the purposes stated in the notice of the special meeting.

Section 3. Place. Meetings of shareholders may be held either within or outside the State of Florida.

Section 4. Notice. A written notice of each meeting of shareholders, stating the place, day, and time of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each shareholder of record entitled to vote at the meeting, not less than ten nor more than sixty days before the date set for the meeting, either personally or by first-class mail, by or at the direction of the president, the secretary, or the officer or other persons calling the meeting. If mailed, the notice shall be considered delivered when it is deposited in the United States mail, postage prepaid, addressed to the shareholder at his address as it appears on the records of this Corporation.

Section 5. Waivers of Notice. Whenever any notice is required to be given to any shareholder of this Corporation under these bylaws, the articles of incorporation, or the Florida Business Corporation Act, a written waiver of notice, signed anytime by the person entitled to notice shall be equivalent to giving notice. Attendance by a shareholder entitled to vote at a meeting, in person or by proxy, shall constitute a waiver of (a) notice of the meeting, except when the shareholder attends a meeting solely for the purpose, expressed at the beginning of the meeting, of objecting to the transaction of any business because the meeting is not lawfully called or convened, and (b) an objection to consideration of a particular matter at the meeting that is not within the purpose of the meeting unless the shareholders object to considering the matter when it is presented.

Section 6. Record Date. For the purpose of determining the shareholders for any purpose, the board of directors may either require the stock transfer books to be closed for up to seventy days or fix a record date, which shall be not more than seventy days before the date on which the action requiring the determination is to be taken. However, a record date shall not precede the date upon which the resolution fixing the record date is adopted. If the transfer books are not closed and no record date is

set by the board of directors, the record date shall be determined as follows: (a) for determining shareholders entitled to demand a special meeting, the record date is the date the first such demand is delivered to this Corporation; (b) for determining shareholders entitled to a share dividend, the record date is the date the board of directors authorizes the dividend; (c) if no prior action is required by the board of directors pursuant to the Florida Business Corporation Act, the record date for determining shareholders entitled to take action without a meeting is the date the first signed written consent is delivered to this Corporation; (d) if prior action is required by the board of directors pursuant to the Florida Business Corporation Act, the record date for determining shareholders entitled to take action without a meeting is at the close of business on the day that the board of directors adopts a resolution taking such prior action; and (e) for determining shareholders entitled to notice of and to vote at an annual or special shareholders meeting the record date is as of the close of business on the day before the first notice is delivered to the shareholders. When a determination of the shareholders entitled to vote at any meeting has been made, that determination shall apply to any adjournment of the meeting, unless the board of directors fixes a new record date. The board of directors shall fix a new record date if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

Section 7. Shareholder's List for Meeting. A complete alphabetical list of the names of the shareholders entitled to receive notice of and to vote at the meeting shall be prepared by the secretary or other authorized agent having charge of the stock transfer book. The list shall be arranged by voting group and include each shareholder's address, and the number, series, and class of shares held. The list must be made available at least ten days before and throughout each meeting of shareholders, or such shorter time as exists between the record date and the meeting. The list must be made available at this Corporation's principal office, registered agent's office, transfer agent's office or at a place identified in the meeting notice in the city where the meeting will be held. Any shareholder, his agent or attorney, upon written demand and at his own expense may inspect the list during regular business hours. The list shall be available at the meeting and any shareholder, his agent or attorney is entitled to inspect the list at any time during the meeting or its adjournment.

If the requirements of this section have not been substantially complied with, the meeting, on the demand of any shareholder in person or by proxy, shall be adjourned until the requirements of this section are met. If no demand for adjournment is made, failure to comply with the requirements of this section does not affect the validity of any action taken at the meeting.

Section 8. Shareholder Quorum and Voting. A majority of the shares entitled to vote, represented in person or by proxy, constitutes a quorum at a meeting of shareholders. If a quorum is present, the affirmative vote of a majority of the shares entitled to vote on the matter is the act of the shareholders unless otherwise provided by law. A shareholder may vote either in person or by proxy executed in writing by the shareholder or his duly authorized attorney-in-fact. After a quorum has been established at a shareholders' meeting, a withdrawal of shareholders that reduces the number of shareholders entitled to vote at the meeting below the number required for a quorum does not affect the validity of an adjournment of the meeting or an action taken at the meeting prior to the shareholders' withdrawal.

Authorized but unissued shares including those redeemed or otherwise reacquired by this Corporation, and shares of stock of this Corporation owned by another corporation the majority of the voting stock of which is owned or controlled by this Corporation, directly or indirectly, at any meeting shall not be counted in determining the total number of outstanding shares at any time. The president, any vice president, the secretary, and the treasurer of a corporate shareholder are presumed to possess, in that order, authority to vote shares standing in the name of a corporate shareholder, absent a bylaw or other instrument of the corporate shareholder designating some other officer, agent, or proxy to vote the shares. Shares held by an administrator, executor, guardian, or conservator may be voted by him without a transfer of the shares into his name. A trustee may vote shares standing in his name, but no trustee may vote shares that are not transferred into his name. If he is authorized to do so by an appropriate order of the court by which he was appointed, a receiver may vote shares standing in his

name or held by or under his control, without transferring the shares into his name. A shareholder whose shares are pledged may vote the shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee or his nominee shall be entitled to vote the shares unless the instrument creating the pledge provides otherwise.

ARTICLE II. DIRECTORS

Section 1. Function. The business of this Corporation shall be managed and its corporate powers exercised by the board of directors.

Section 2. Number. This Corporation shall have two directors initially. The number of directors may be increased or diminished from time to time by action of the board of directors or shareholders, but no decrease shall have the effect of shortening the term of any incumbent director, unless the shareholders remove the director.

Section 3. Qualification. Each member of the board of directors must be a natural person who is eighteen years of age or older. A director need not be a resident of Florida or a shareholder of this Corporation.

Section 4. Election and Term. The person named in the articles of incorporation as member of the initial board of directors shall hold office until the first annual meeting of shareholders and until his successors has been elected and qualified or until his earlier resignation, removal from office, or death. At the first annual meeting of shareholders and at each annual meeting thereafter the shareholders shall elect directors to hold office until the next succeeding annual meeting. Each director shall hold office for the term for which he is elected and until his successor is elected and qualifies or until his earlier resignation, removal from office, or death.

Section 5. Compensation. The board of directors has authority to fix the compensation of the directors, as directors and as officers.

Section 6. Duties of Directors. A director shall perform his duties as a director, including his duties as a member of any committee of the board upon which he serves, in good faith, in a manner he reasonably believes to be in the best interests of this Corporation.

Section 7. Presumption of Assent. A director of this Corporation who is present at a meeting of the board of directors or a committee of the board of directors when corporate action is taken is presumed to have assented to the action unless he votes against it or expressly abstains from voting on the action taken, or, he objects at the beginning of the meeting to the holding of the meeting or transacting specific business at the meeting.

Section 8. Vacancies. Unless filled by the shareholders, any vacancy occurring in the board of directors, including any vacancy created because of an increase in the number of directors, may be filled by the affirmative vote of a majority of the remaining directors, even if the number of remaining directors does not constitute a quorum of the board of directors. A director elected to fill a vacancy shall hold office only until the next election of directors by the shareholders.

Section 9. Removal or Resignation of Directors.

At a meeting of shareholders called for that purpose, the shareholders, by the affirmative vote of at least the majority of the outstanding shares of common stock of the Corporation at an election of directors, may remove any director, or the entire board of directors, with or without cause, and fill any vacancy or vacancies created by the removal.

A director may resign at any time by delivering written notice to the board of directors or its president of this Corporation. A resignation is effective when the notice is delivered unless the notice specifies later effective date. If a resignation is made effective at a later date, the board of directors

may fill the pending vacancy before the effective date if the board of directors provides that the successor does not take office until the effective date.

Section 10. Quorum and Voting. A majority of the board of directors constitutes a quorum for the transaction of business. The act of the majority of the directors at a meeting at which a quorum is present is the act of the board of directors.

Section 11. Place of Meetings. Regular and special meetings by the board of directors may be held within or outside the State of Florida.

Section 12. Regular Meetings. A regular meeting of the board of directors shall be held without notice, other than this bylaw, immediately after and at the same place as the annual meeting of shareholders. The board of directors may provide, by resolution, the time and place for the holding of additional regular meetings without notice other than the resolution.

Section 13. Special Meetings. Special meetings of the board of directors may be called by or at the request of the president or any director.

Section 14. Notice of Meetings. Written notice of the time and place of special meetings of the board of directors shall be given to each director by either personal delivery or by first class United States mail, telegram, or cablegram at least two days before the meeting. Notice of a meeting of the board of directors need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting constitutes a waiver of notice of the meeting and all objections to the time and place of the meeting, or the manner in which it has been called or convened, except when the director states, at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of the meeting.

A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the board of directors to another time and place. Notice of any adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.

ARTICLE III. OFFICERS

Section 1. Officers. The officers of this Corporation shall consist of a chairman of the board, president, a secretary, and a treasurer, and may include one or more presidents of divisions, vice presidents, one or more assistant secretaries, and one or more assistant treasurers. The officers shall be elected initially by the board of directors at the organizational meeting of board of directors and thereafter at the first meeting of the board following the annual meeting of the shareholders in each year. The board from time to time may elect or appoint other officers, assistant officers, and agents, who shall have the authority and perform the duties prescribed by the board. An elected or duly appointed officer may, in turn, appoint one or more officers or assistant officers, unless the board of directors disapproves or rejects the appointment. All officers shall hold office until their successors have been appointed and have qualified or until their earlier resignation, removal from office, or death. One person may simultaneously hold any two or more offices. The failure to elect a president, secretary, or treasurer shall not affect the existence of this Corporation.

Section 2. Chairman of the Board. The chairman of the board of directors shall be the president and subject to the directions of the board of directors, and shall preside at all meetings of the board of directors shall have and perform such other duties from time to time as may be assigned to him by the board of directors or a committee of the board of directors.

Section 3. President. The president, subject to the directions of the board of directors, shall supervise the administration of the business and affairs of this Corporation, may sign certificates of stock, bonds, deeds and contracts for this Corporation, have such other powers and duties as may be prescribed from time to time by the board of directors.

Section 4. Vice Presidents. Each vice president has the power to sign bonds, deeds, and contracts for this Corporation and shall have the other powers and perform the other duties prescribed by the board of directors or the president. Unless the board otherwise provides, if the president is absent or unable to act, the vice president who has served in that capacity for the longest time and who is present and able to act shall perform all the duties and may exercise any of the powers of the president. Any vice president may sign, with the secretary or assistant secretary, certificates for stock of this Corporation.

Section 5. Secretary. The secretary shall have the power to sign contracts and other instruments for this Corporation and shall (a) keep the minutes of the proceedings of the shareholders and the board of directors in one or more books provided for that purpose, (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, (c) maintain custody of the corporate records and the corporate seal, attest the signatures of officers who execute documents on behalf of this Corporation, authenticate records of this Corporation, and assure that the seal is affixed to all documents of which execution on behalf of this Corporation under its seal is duly authorized, (d) keep a register of the post office address of each shareholder that shall be furnished to the secretary by the shareholder, (e) sign with the president or a vice president, certificates for shares of stock of this Corporation, the issuance of which have been authorized by resolution of the board of directors, (f) have general charge of the stock transfer books of this Corporation, and (g) in general perform all duties incident to the office of secretary and other duties as from time to time may be prescribed by the president or the board of directors.

Section 6. Treasurer. The treasurer shall (a) have charge and custody of and be responsible for all funds and securities of this Corporation, (b) receive and give receipts for monies due and payable to this Corporation from any source whatsoever, and deposit monies in the name of this Corporation in the banks, trust companies, or other depositaries as shall be selected by the board of directors, and (c) in general perform all the duties incident to the office of treasurer and other duties as from time to time may be assigned to him by the president or the board of directors. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of his duties in the sum and with the surety or sureties that the board of directors determines.

Section 7. Removal of Officers. An officer or agent elected or appointed by the board of directors or appointed by another officer may be removed by the board whenever in its judgment the removal of the officer or agent will serve the best interests of this Corporation. Any officer or assistant officer, if appointed by another officer, may likewise be removed by such officer. Removal shall be without prejudice to any contract rights of the person removed. The appointment of any person as an officer, agent, or employee of this Corporation does not create any contract rights. The board of directors may fill a vacancy, however occurring, in any office.

An officer may resign at any time by delivering notice to this Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, its board of directors may fill the pending vacancy before the effective date if the board of directors provides that the successor does not take office until the effective date. An officer's resignation does not affect the officer's contract rights, if any, with this Corporation.

Section 8. Salaries. The board of directors from time to time shall fix the salaries of the officers, and no officer shall be prevented from receiving his salary merely because he is also a director of this Corporation.

ARTICLE IV. INDEMNIFICATION

Any person, his heirs, or personal representative, made, or threatened to be made, a party to any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative, because he is or was a director, officer, employee, or agent of this Corporation or serves or served any other corporation or other enterprise in any capacity at the request of this Corporation, shall be indemnified by this Corporation, and this Corporation will advance his related expenses to the full extent permitted by Florida law. In discharging his duty, any director, officer, employee, or agent, when acting in good faith, may rely upon information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by (1) one or more officers or employees of this Corporation whom the director, officer, employee, or agent reasonably believes to be reliable and competent in the matters presented, (2) counsel, public accountants, or other persons as to matters that the director, officer, employee, or agent believes to be within that person's professional or expert competence, or (3) in the case of a director, a committee of the board of directors upon which he does not serve, duly designated according to law, as to matters within its designated authority, if the director reasonably believes that the committee is competent. The foregoing right of indemnification or reimbursement shall not be exclusive of other rights to which the person, his heirs, or personal representatives may be entitled. This Corporation may, upon the affirmative vote of a majority of its board of directors, purchase insurance for the purpose of indemnifying these persons. The insurance may be for the benefit of all directors, officers, or employees.

ARTICLE V. STOCK CERTIFICATES

Section 1. Issuance. Shares may but need not be represented by certificates. The board of directors may authorize the issuance of some or all of the shares of this Corporation of any or all of its classes or series without certificates. If certificates are to be issued, the share must first be fully paid.

Section 2. Form. Certificates evidencing shares in this Corporation shall be signed by the president or a vice president and the chairman of the board, the secretary, assistant secretary or any other officer authorized by the board of directors, and may be sealed with the seal of this Corporation or a facsimile of the seal. Unless this Corporation's stock is registered pursuant to every applicable securities law, each certificate shall bear an appropriate legend restricting the transfer of the shares evidenced by that certificate.

Section 3. Lost, Stolen, or Destroyed Certificates. This Corporation may issue a new certificate in the place of any certificate previously issued if the shareholder of record (a) makes proof in affidavit form that the certificate has been lost, destroyed, or wrongfully taken, (b) requests the issue of a new certificate before this Corporation has notice that the certificate has been acquired by the purchaser for value in good faith and without notice of any adverse claim, (c) if requested by this Corporation, gives bond in the form that this Corporation directs, to indemnify this Corporation, the transfer agent, and the registrar against any claim that may be made concerning the alleged loss, destruction, or theft of a certificate, and (d)satisfies any other reasonable requirements imposed by this Corporation.

Section 4. Restrictive Legend. Every certificate evidencing shares that are restricted as to sale, disposition, or other transfer shall bear a legend summarizing the restriction or stating that this Corporation will furnish to any shareholder, upon request and without charge, a full statement of the restriction.

ARTICLE VI. DIVIDENDS

The board of directors from time to time may declare, and this Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law.

ARTICLE VII. SEAL

The corporate seal shall have the name of this Corporation and the word "seal" inscribed on it, and may be a facsimile, engraved, printed, or an impression seal.

ARTICLE VIII. AMENDMENT

These bylaws may be repealed or amended, and additional bylaws may be adopted, by either a vote of a majority of the full board of directors or by vote of the holders of a majority of the issued and outstanding shares entitled to vote, but the board of directors may not amend or repeal any bylaw adopted by the shareholders if the shareholders specifically provide that the bylaw is not subject to amendment or repeal by the directors. In order to be effective, any amendment approved hereby must be in writing and attached to these Bylaws.

QuickLinks

Exhibit 3.22

ARTICLES OF INCORPORATION

OF

DEFENSE TECHNOLOGY INCORPORATED

We hereby associate to form a stock corporation under the provisions of Chapter 9 of Title 13.1 of the *Code of Virginia* and to that end set forth the following:

1. *Name:* The name of the Corporation is **DEFENSE TECHNOLOGY INCORPORATED**.

2. *Purpose:* The purpose or purposes for which the Corporation is organized is the transaction of any and all lawful business not required to be specifically stated in these Articles of Incorporation for which corporations may be incorporated under the Virginia Stock Corporation Act.

3. *Authorized Shares:* The aggregate number of shares which the Corporation shall have the authority to issue shall be Ten Thousand (10,000), which shall consist of two (2) classes of Common Stock designated as Class A Common and Class B Common. The number of Class A Common shares authorized is 5,000 shares, and the number of Class B Common shares authorized is 5,000 shares. The voting powers for the election of directors and for all other purposes shall be vested exclusively in the Class A Common stock. Shares of Class B Common shall not have voting rights. Both Class A Common and Class B Common shall 5F-entitled to receive the net assets of the corporation upon dissolution.

4. *Registered Office and Agent:* The post office address of the initial registered office is 3867 Plaza Drive, Fairfax, Virginia 22030. The name of the city in which the initial registered office is located is Fairfax. The name of its initial registered agent is Joseph A. Barsanti, Esq., who is a resident of Virginia, and whose business office is the same as the registered office of the corporation, and who is a member of the Virginia State Bar.

5. *Initial Directors:* The number of directors constituting the initial Board of Directors is three (3) and the names and addresses of the persons who are to serve as the initial directors are as follows:

Name	Address
Ronald Edward DiMambro	7500 Bobedge Drive Gainesville, VA 22065
F. Stuart Hodgson	P.O. Box 150 Edgewater, MD 21037
John Stephen Fedor	3118 Catrina Lane Annapolis, MD 21403

6. *Indemnification of Directors, Officers, Employees and Agent:* The corporation shall indemnify an individual against liability, who has at any time served or serves as a director or officer of the Corporation and is made a party to a proceeding, because he is or was a director, officer, employee or agent of the Corporation, if he (a) conducted himself in good faith, and (b) believed his conduct to be in the best interests of the Corporation or at least not opposed to its best interests, or (c) had no reasonable cause to believe his conduct' was unlawful.

The Corporation shall not indemnify an individual against liability in connection with any proceeding in which he is adjudged—liable to the Corporation or in which it is charged that personal benefit was improperly received by him, whether or not the action was performed in official capacity.

7. *Preemptive Rights:* Stockholders of the Corporation shall not have the preemptive right to acquire unissued shares of stock of the Corporation.

8. *All Powers:* The powers of the incorporators shall terminate upon issuance of the certificate of incorporation

WITNESS the following signature this 12th day of July, 1988.

/s/ Ronald Edward DiMambro

Ronald Edward DiMambro, Incorporator

/s/ F. Stuart Hodgson

F. Stuart Hodgson, Incorporator

/s/ John Stephen Fedor

John Stephen Fedor, Incorporator

ARTICLES OF AMENDMENT
OF
DEFENSE TECHNOLOGY INCORPORATED

1. The name of the corporation is Defense Technology Incorporated.

2. Article I as found in the Articles of Incorporation shall be amended as follows:

   The name of the corporation is DTI ASSOCIATES, INC.

3. The foregoing amendment was adopted on May 13, 1997.

4. The amendment was adopted by the unanimous consent of the shareholders.

The undersigned President of the corporation declares that the facts herein stated are true as of May 13, 1997.

Defense Technology Incorporated

By: /s/ John S. Fedor

John S. Fedor, President

QuickLinks

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 3.23

BY-LAWS OF

DTI ASSOCIATES, INC.
A VIRGINIA STOCK CORPORATION

ARTICLE I

CORPORATE OFFICES

Section 1. PRINCIPAL OFFICE. The principal office of the corporation shall be 1 Crystal Park, 2011 Crystal Drive, Suite 625 Arlington, Virginia 22202.

Section 2. REGISTERED OFFICE. The registered office of the corporation shall be 3867 Plaza Drive, Fairfax, Virginia 22030.

Section 3. REGISTERED AGENT. The registered agent of the corporation shall be Joseph A. Barsanti, Esq.

Section 4. OTHER OFFICES. The corporation shall establish additional or different offices for the conduct of business and for service of process and shall notify the State Corporation of any such changes including any substitution of the registered agent of the corporation.

ARTICLE II

CAPITAL STOCK

Section 1. SHARES OF STOCK. The aggregate number of shares, classes of stock and respective voting powers, if any, are as described in the Articles of Incorporation as amended.

Section 2. VOTING ENTITLEMENTS. The voting powers for the election of directors and for all other purposes shall be vested exclusively in the Class A Common Stock. Shares of Class B Common Stock shall *not* have voting rights.

Section 3. CERTIFICATES FOR SHARES. Each stockholder shall be entitled to a certificate or certificates of stock in such form as required by law and as approved by the Board of Directors. Certificates shall be signed by the President, or a Vice-President, and the Secretary, or an Assistant Secretary, and shall have the corporate seal impressed thereon.

Section 4. PROVISIONS FOR STOCK TRANSFERS. The shareholders have entered into a shareholders' agreement which contains further provisions particular to this corporation, including restrictions on the transfer of shares of the corporation. All such documents may be examined by bona fide prospective transferees of shares and other appropriate persons upon written request to the corporate secretary. All transferees of shares must become parties to the shareholders' agreement and be bound thereby. No shares will be transferred on the books of the corporation until the transferee has filed a consent to be bound, on the form provided by the corporate secretary, with the corporation.

ARTICLE III

ACCOUNTING CONSIDERATIONS

Section 1. SPECIFIC ACCOUNTING PROCEDURES. The corporation shall consistently follow accounting procedures in accordance with the generally accepted standards as set forth by the American Institute of Certified Public Accountants.

Section 2. FISCAL YEAR. The fiscal year of the Corporation shall end on the 31st day of December in each year.

Section 3. ANNUAL REPORTS. The corporation shall maintain accounting records for the business of the corporation in the manner set forth in Section 1 of Article III of these Bylaws.

ARTICLE IV

KEEPING OF BOOKS AND RECORDS; SHAREHOLDER INSPECTION RIGHTS

Section 1. OBLIGATION TO KEEP. The corporation shall keep its articles, by-laws, shareholder's minutes, written consents and communications to shareholders for the last three years, a list of its current directors, and copies of its most recent annual report at the corporation's principal office.

Section 2. INSPECTION RIGHTS. Any shareholder of the corporation, with five (5) days written notice, can inspect and copy the records described in Article IV, Section 1. With a good faith demand and a proper purpose, a shareholder of at least six (6) months or of 5% of the stock of the corporation may inspect and copy directors minutes, accounting records, and a shareholders list.

ARTICLE V

MEETING OF SHAREHOLDERS

Section 1. PLACE OF MEETING. All meetings of the shareholders shall be held at such place, either within or without the Commonwealth of Virginia, as may be stated in the notice of meeting.

Section 2. ANNUAL MEET/NG. The annual meeting of the shareholders of the Corporation, for the election of Directors and transaction of such other business as may come before the meeting, shall be held in each year on the 2nd Monday in October beginning in 1988 at the time and place provided in the notice or waiver of notice of the meeting. If that date is a legal holiday, the annual meeting shall be held on the next succeeding day not a legal holiday.

Section 3. SPECIAL MEETING. Special meetings of the shareholders, for any purpose or purposes, may be called at any time by the Chairman of the Board or the President, by a majority of the Board of Directors, or by shareholders together holding at least 20% of the number of shares of capital stock of the Corporation at that time outstanding and entitled to vote at the meeting. The time and place shall be stated in the notice or waiver of notice of each meeting.

Section 4. NOTICE. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purposes for which the meeting is called, shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary or the persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the mail addressed to the shareholder at his address as it appears on the stock transfer books, with postage thereon prepaid.

Notice of a shareholders' meeting to act on an amendment of the Articles of Incorporation, on a plan of dissolution or sale of substantially all of the assets of the corporation, or merger or consolidation shall be given, in the manner provided above except that said notice shall be mailed to all shareholders of the Corporation, not less than twenty-five (25) nor more than sixty (60) days before the date of the meeting, and shall include the proposed amendment or plan of merger, dissolution or consolidation.

Section 5. WAIVER. Notwithstanding the above, notice may be waived in writing signed by the person entitled to such notice, and any shareholder who attends a meeting shall be deemed to have had timely and proper notice unless he attends for the express purpose, stated at the beginning of such

meeting, of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. CHAIRMAN OF MEETINGS. The Chairman of the Board, if there be one, shall preside over all meetings of the shareholders. If he is not present, or there is none in office, the President shall preside. If neither the Chairman of the Board nor the President is present, a Vice President shall preside, or, if none be present, a Chairman shall be elected by the meeting. The Secretary of the Corporation shall act as Secretary of all the meetings, if he be present. If he i5 not present, the Chairman shall appoint a Secretary of the meeting.

ARTICLE VI

SHAREHOLDER VOTING PROCEDURES

Section 1. ELIGIBILITY. Unless a date is fixed by the Board of Directors not more than seventy (70) days next preceding the date on which action requiring the determination of shareholders is to be taken, the date on which notice of the meeting is mailed, or the date on which the resolution of the Board of Directors declaring a dividend is adopted, as the case may be, shall be the record date for determining shareholders entitled to notice of, or to vote at, any meeting of shareholders, or entitled to receive any dividend, or in order to make a determination of shareholders for any other proper purpose.

Section 2. VOTING LISTS. The officer or agent having charge of the stock transfer books for shares of the corporation shall make, at least ten (10) days before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting or any adjournment thereof, arranged by voting group and class or series if applicable, with the address of and the number of shares held by each.

Section 3. QUORUM REQUIREMENTS. The presence in person or by proxy of the holders of a majority of the outstanding shares of stock entitled to vote shall constitute a quorum at any meeting of the stockholders. If less than a quorum shall be in attendance at the time for which a meeting shall have been called, the meeting may be adjourned from time to time by a majority of the shareholders present or represented by proxy without notice other than by announcement at the meeting until a quorum shall attend. A shareholder cannot "break" a quorum by departure from a meeting and may be deemed present at adjournments of the meeting.

Section 4. PROXY VOTES. Each stockholder shall be entitled to cast one vote in person or by proxy for each share entitled to vote standing in his name on the books of the Corporation. Proxies shall be executed in writing, shall not be valid after the expiration of eleven months from the date of the execution thereof, and shall be revocable at the discretion of the persons executing them.

Section 5. PERCENTAGE OF VOTES REQUIRED, An action shall be approved if more votes are cast for it than against it. Abstentions shall not count or prevent the passage of a proposition.

Section 6. ACTION WITHOUT A MEETING. The shareholders may act without meeting if a consent in writing, setting forth the actions so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

ARTICLE VII

BOARD OF DIRECTORS

Section 1. GENERAL POWERS. The property, affairs and business of the Corporation shall be managed by the Board of Directors, and, except as otherwise expressly provided by law, the Articles of Incorporation or these by-laws, all of the powers of the Corporation shall be vested in such Board. A majority of the number of Directors elected and serving at the time of any meeting shall constitute a

quorum for the transaction of business. The act of a majority of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2. QUALIFICATION, NUMBERS AND TERM. The number of Directors shall be not less than three (3) nor more than seven (7).

Directors shall be elected at the annual meeting of the shareholders, or at any adjourned or special meeting held in lieu thereof, and need not be shareholders.

The term of office of each of the Directors shall be one year and thereafter until his removal or until his successor has been elected, whichever shall first occur.

Section 3. COMPENSATION. The Board of Directors shall determine any payment to be made to directors for services and expenses.

Section 4. MEETINGS AND NOTICES. Regular meetings of the Board of Directors shall be held immediately after the annual meeting of the shareholders, and at such other times as the Board of Directors may determine. Special meetings of the Board of Directors may be called by the President or the Secretary, or by a majority of the members of the Board.

Notice of meetings other than the regular annual meeting shall be given to each Director at least ten (10) days prior to the meeting, at his residence or business address or by delivering such notice to him by telephoning or telegraphing it to him. Any such notice shall contain the time and place of the meeting, but need not contain the purpose of the meeting. Meetings may be held without notice if all of the Directors are present or those not present waive notice before or after the meeting.

The Board of Directors may participate in a meeting by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. A written record shall be made of the action taken at any such meeting. The Directors may act without a meeting if a consent in writing setting forth the action so taken shall be signed either before or after such action.

Section 5. QUORUM AND VOTING. A majority of the Board of Directors shall constitute a quorum, but less than a quorum may adjourn the meeting to a fixed time and place, no further notice of any adjourned meeting being required.

Each Director shall have one vote irrespective of the number of shares of stock that he may hold, and the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 6. REMOVAL. At a meeting called expressly for that purpose, any Director may be removed by a vote of shareholders holding a majority of the shares entitled to vote at an election of Directors.

Section 7. METHOD FOR FILLING VACANCIES. Any vacancy arising among the Directors may be filled by the remaining Directors unless sooner filled by the shareholders.

Section 8. INDEMNIFICATION. Indemnification of a director, or a former director, of the corporation against liability is as described in the Articles of Incorporation as amended.

Section 9. TRANSACTIONS WITH INTERESTED DIRECTORS. Any transaction between the corporation and one or more directors, or between the corporation and another corporation in which a director is a principal, will be allowable if there is full disclosure, the deal is fair and has the approval of the shareholders of the corporation.

ARTICLE VIII

COMMITTEES

Section 1. MEMBERSHIP AND AUTHORITY. The Board of Directors, by resolution adopted by a majority of the number of Directors fixed by these by-laws, may elect a committee which shall consist of not less than two Directors. When the Board of Directors is not in session, a committee may have all power vested in the Board of Directors by law, by the Articles of Incorporation, or by these bylaws, provided that a committee shall not have the power to declare dividends, to approve an amendment to the Articles of Incorporation or a plan of merger or consolidation, or to take any action prohibited by express resolution of the Board of Directors. A committee shall report at the next regular or special meeting of the Board of Directors all action which the committee may have taken on behalf of the Board since the last regular or special meeting of the Board of Directors.

The Board of Directors, by resolution duly adopted, may establish such standing or special committees of the Board as it may deem advisable; and the members, terms and authority of such committees shall be as set forth in the resolutions establishing the same.

Section 2. RECORD OF PROCEEDINGS. All actions taken by a committee of the Board of Directors must be recorded in written form and subject to inspection by the shareholders of the corporation.

Section 3. REGULAR AND SPECIAL MEETINGS. Regular and special meetings of any committee established pursuant to this Article may be called and held subject to the same requirements with respect to time, place and notice as are specified in these by-laws for regular and special meetings of the Board of Directors.

Section 4. QUORUM AND MANNER OF ACTING. A majority of the members of any Committee serving at the time of any meeting thereof shall constitute a quorum for the transaction of business at such meeting. The action of a majority of those members present at a committee meeting at which a quorum is present shall constitute the act of the committee.

Section 5. TERM OF OFFICE. Members of any committee shall be elected as above provided and shall hold office until their successors are elected by the Board of Directors or until such committee is dissolved by the Board of Directors.

Section 6. RESIGNATION AND REMOVAL. Any member of a committee may resign at any time by giving written notice of his intention to do so to the President or the Secretary of the Corporation, or may be removed, with or without cause, at any time by such vote of the Board of Directors as would suffice for his election.

Section 7. VACANCIES. Any vacancy occurring in a committee resulting from any cause whatever may be filled by the Board of Directors.

Section 8. COMPENSATION. The Board of Directors shall have exclusive authority to establish the compensation for committees.

ARTICLE IX

OFFICERS

Section 1. NUMBER, ELECTION AND TERMS. The officers of the Corporation shall be a President, who shall be a Director, one or more Vice-Presidents as determined by the Board of Directors, a Secretary, and one or more Assistant Secretaries as determined by the Board of Directors, and a Treasurer, *if so desired*, and one or more Assistant Treasurers, if so desired, as determined by the Board of Directors. Any officer may hold two or more offices simultaneously.

All officers of the Corporation shall be elected annually by the Board of Directors at its meeting held immediately after the annual meeting of the stockholders.

Officers shall hold office for a term of one year and until their respective successors are elected.

Section 2. REMOVAL AND VACANCIES. Any officer may be removed summarily with or without cause at any time whenever the Board of Directors in its absolute discretion shall consider that the best interests of the Corporation would be served thereby.

Section 3. DUTIES. The President shall:

Preside at all meetings of the Board of Directors and stockholders, present at each annual meeting of the stockholders and Board of Directors a report of the condition of the business of the Corporation, cause to be called regular and special meetings of the stockholders and Directors in accordance with these By-Laws, sign all stock certificates along with the Secretary, sign and make all contracts and agreements in the name of the Corporation, see that corporate records required by the statutes are properly kept and filed according to law, appoint and remove, employ and discharge and fix the compensation of all servants, agents, employees and clerks of the corporation other than the corporate officers, subject to the approval of the Board of Directors, and per all other duties to his position and office, and which are required by law.

The Vice-President shall:

During the absence or inability of the President to render and perform his duties and exercise his powers, perform the duties and exercise the powers of the President.

The Secretary shall:

Keep the minutes of the meetings of the Board of Directors and of the stockholders in appropriate books, give and serve all notices of the Corporation, be custodian of the records and of the seal, sign all stock certificates, keep the stock transfer books in the manner prescribed by law, and perform all other duties incident to the office of Secretary.

The Treasurer shall:

Have the care and custody of and be responsible for all the funds and securities of the Corporation, exhibit at all reasonable times his books and accounts to any Director or stockholder of the Corporation upon application at the principal place of business during business hours, render a statement of the financial condition of the Corporation at each regular meeting of the Board of Directors and at the annual meeting of the stockholders and at such other times as shall be required of him, keep at the office of the Corporation correct books of account, and perform all other duties appertaining to the office of Treasurer.

Section 4. COMPENSATION. The officers shall receive such compensation as may be determined by the Board of Directors.

ARTICLE X

GENERAL PROVISIONS

Section 1. DISTRIBUTIONS. The authority to determine the time, matter and amount of distributions, which includes amounts paid as redemptions of equity holdings as well as dividends, shall be vested in the Board of Directors. The standard of conduct for a director in voting to make a distribution from the assets of the corporation is one of good faith business judgment in the best interests of the corporation. A director may rely upon in good faith on the advice of officers, employees, counsel, accountants, or a committee.

Section 2. CORPORATE SEAL. The seal of the Corporation shall be a flatfaced circular die with the word "SEAL" and the name of the Corporation engraved thereon, and its impression shall be in the form below:

Section 3. AMENDMENTS TO BYLAWS. The power to alter, amend or repeal the By-Laws, or to adopt new By-Laws, shall be vested in the Board of Directors, but By-Laws made by the Board of Directors may be repealed or amended, and new By-Laws made by the stockholders, and the stockholders may prescribe that any By-Law made by them shall not be altered, amended or repealed by the Board of Directors.

Section 4. DISSENTERS RIGHTS. The Board of Directors, upon resolution, may grant dissenters rights to any class or series of shares.

Section 5. CHECKS, NOTES AND DRAFTS. Checks, notes, drafts and other orders for the payment of money shall be signed by such persons as the Board of Directors from time to time may authorize.

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Exhibit 3.24

CERTIFICATE OF INCORPORATION

OF

GICHNER HOLDINGS, INC.

FIRST: The name of the Corporation is Gichner Holdings, Inc.

SECOND: The address of its registered office in the State of Delaware No. 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The nature of the business or purposes to conducted or promoted is: To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The number of shares for all classes of stock which the Corporation is authorized to have outstanding is Three Thousand (3,000), all of which shall be Common Shares, $.01 par value.

FIFTH: The name and mailing address of the Incorporator is as follows:

NAME	MAILING ADDRESS
ACFB Incorporated	200 Public Square Suite 2300 Cleveland, Ohio 44114

SIXTH: The Corporation is to have perpetual existence.

SEVENTH: In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

To make, alter or repeal the bylaws of the Corporation.

To authorize and cause to executed mortgages and liens upon the real property of the Corporation.

To set apart out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created.

By a majority of the whole board, to designate one or more committees, each committee to consist of one or more of the directors of the Corporation.

When and as authorized b) the stockholders in accordance with this Certificate of Incorporation and applicable statutes, to sell, lease or exchange all or substantially all of the property and assets of the Corporation, including its goodwill and its corporate franchises, upon such terms and conditions and for such consideration (which may consist, in whole or in part, of money or property, including shares of stock in, and/or other securities of, any other corporation or corporations) as the Corporation's Board of Directors shall deem appropriate and in the best interests of the Corporation.

EIGHTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of

the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case may be, to 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 stockholders or elms of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court which the said application has been made, be binding on all the creditors or elms of creditors and/or on all the stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

NINTH: Meetings of stockholders may be held within or without the State of Delaware, as the bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places may designated from time to time by the board of directors or in the bylaws of the Corporation. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

TENTH: 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 upon stockholders herein are granted subject to this reservation.

ELEVENTH: No director shall personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (1) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) under Section 174 of the Delaware General Corporation /taw, or (4) for any transaction from which the director derived improper personal benefit. If the Delaware General Corporation Law hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation, in addition to the limitations on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Delaware General Corporation Law. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation on the personal of a director of the Corporation existing at the time of such repeal or modification.

TWELFTH: A. Each person who was or is made a party to or is threatened to made a party or involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), 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 is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, 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, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent, authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA, excise taxes or penalties and amounts paid or to paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in subsection B of this Article, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding

(or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that if the Delaware General Corporation Law requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding shall made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Article or otherwise. The Corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

B. If a claim under subsection A of this Article is not paid in full by the Corporation within thirty (30) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall entitled to be paid also the expense 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 is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Delaware General Corporation Law for the Corporation indemnify the claimant for the amount claimed, but the burden of proving such defense shall he on the Corp oration. Neither the failure of the Corporation (including its Board of Directors' independent legal counsel, or its stockholders) 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 set forth in the Delaware General Corporation Law, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct, shall a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

C. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

E. As used in this Article, references to "the Corporation" shall include, in addition to the resulting or surviving corporation, any constituent corporation absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees and agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent 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 he would have with respect to such constituent corporation if its separate existence had continued.

F. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director, officer, employee and agent of the Corporation as to expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, including a grand jury proceeding and an action by the Corporation, to the fullest extent permitted by any applicable portion of this Article that shall not have been invalidated or by any other applicable law.

THE UNDERSIGNED, being the Incorporator hereinabove named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is its act and deed and the facts herein stated are true, and accordingly have hereunto set its hand this 11th day of June, 2007.

ACFB INCORPORATED
Incorporator

By: /s/ Lorrie Piotrowski

Lorrie Piotrowski, Assistant Secretary

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
GICHNER HOLDINGS, INC.

Gichner Holdings, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), originally incorporated on June 11, 2007,

DOES HEREBY CERTIFY:

FIRST: That in lieu of a meeting in accordance with the provisions of Section 141 of the General Corporation Law of the State of Delaware, the Board of Directors of the Corporation have given written consent to a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said Corporation:

RESOLVED, that the Certificate of Incorporation of Gichner Holdings, Inc. be amended by amending and restating Article FOURTH thereof in its entirety so that, as amended and restated, said Article shall be and read as follows:

FOURTH: A. *General Authorization*. The number of shares of all classes of stock which the Corporation is authorized to have outstanding is Two Hundred Fifty Thousand (250,000) consisting of

(i) 239,131 shares designated as Common Stock, $.01 par value per share (the "*Common Stock*"); and

(ii) 10,869 shares designated as Preferred Stock, $.01 par value per share, of which 10,869 shares shall be designated Series A Preferred Stock (the "*Series A Preferred Stock*").

B. *Series A Preferred Stock.*

1. *Rank.* The Series A Preferred Stock shall, with respect to rights on liquidation, winding up and dissolution, rank (i) senior to both the Common Stock, and to all classes and series of stock of the Company now or hereafter authorized, issued or outstanding which by their terms expressly provide that they are junior to the Series A Preferred Stock or which do not specify their rank; (ii) on a parity with each other class of capital stock or series of preferred stock issued by the Company after the date hereof the terms of which specifically provide that such class or series will rank on a parity with the Series A Preferred Stock as to distributions upon the liquidation, winding up and dissolution of the Company; and (iii) junior to each other class of capital stock or other series of Preferred Stock issued by the Company after the date hereof the terms of which specifically provide that such class or series will rank senior to the Series A Preferred Stock as to distributions upon the liquidation, winding up and dissolution of the Company.

2. *Dividends.*

(a) When and as declared by the Company's Board of Directors and to the extent not prohibited by applicable law, the Company shall pay preferential dividends in cash to the holders of record of the then outstanding Series A Preferred Stock as provided in this Section 2. Except otherwise provided herein, dividends on each share of Series A Preferred Stock shall accrue at the rate of eleven percent (11%) per annum of the Original Issue Price (as defined below) (as appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Series A Preferred Stock) plus all dividends which have accumulated thereon pursuant to Section 2(b) below (and are then unpaid) from and including the date of issuance of such share of Series A Preferred Stock to and including

the first to occur of (i) the date on which the Liquidation Preference is paid to the holder of such share of Series A Preferred Stock pursuant to Section 3(a) below or (ii) the date such share of Series A Preferred Stock is otherwise acquired by the Company. Such dividends shall accrue whether or not they have been declared and whether or not there are profits, surplus or other funds of the Company legally available for the payment of dividends. The date on which the Company initially issues any share of Series A Preferred Stock shall be deemed to be its "date of issuance" regardless of the number of transfers of such share of Series A Preferred Stock made on the stock records maintained by or for the Company and regardless of the number of certificates which may issued to evidence such share of Series A Preferred Stock. The "Original Issue Price" of a share of the Series A Preferred Stock shall be One Thousand Dollars and No Cents ($1,000.00).

(b) Preferential dividends on outstanding Series A Preferred Stock shall not paid in cash prior to September 30, 2008. To the extent not paid on Mach 31, June 30, September 30 and December 31 of each year beginning September 30, 2007 (the "Dividend Reference Dates"), all dividends which have accrued on each share of Series A Preferred Stock outstanding during the three-month period (or other period in the case of the initial Dividend Reference Date) ending upon each such Dividend Reference Date shall be accumulated and shall remain accumulated dividends with respect to such share of Series A Preferred Stock until paid to the holder thereof.

(c) Except as otherwise provided herein, if at any time the Company pays less than the total amount of dividends then accrued with respect to the shares of Series A Preferred Stock, such payment shall be distributed pro rata among the holders thereof based upon the number of shares held by each such holder.

(d) The Company may, in the Board of Director's discretion, declare and pay dividends or distributions, or make provision for the payment thereof, on any other equity security of the Company, but only if all accrued dividends and distributions on the Series A Preferred Stock have been paid and made in full prior to the date of any such declaration, payment, provision or distribution.

3. *Liquidation Rights.*

(a) In the event of any liquidation, dissolution or winding up of the affairs of the Company, whether voluntary or involuntary, after payment or provision for payment of the debts and other liabilities and obligations of the Company, each holder of Series A Preferred Stock then outstanding will be entitled to be paid in kind out of the net assets of the Company available for distribution to its stockholders, if any, prior and in preference to any payment or declaration and setting apart for payment of any amount in respect of the Common Stock an amount for each share of Series A Preferred Stock (as presently constituted and as appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Series A Preferred Stock) held by such holder equal to the Original Issue Price for such share of Series A Preferred Stock (the "Liquidation Preference"). If the assets to be so distributed to the holders of the Series A Preferred Stock are insufficient permit the payment to such holders of the full Liquidation Preference to which such holders are entitled, then all of the net assets of the Company available for distribution to its stockholders will be distributed *pro rata* among the holders of the Series A Preferred Stock based upon the aggregate Liquidation Preference of the shares of Series A Preferred Stock held by each such holder.

(b) Upon completion and payment in full of the distribution required by subsection 3(a) above, each holder of the Common Stock then outstanding will be entitled to be paid in kind out of the remaining net assets of the Company available for distribution to its stockholders, if

any, an amount for each share of the Common Stock (as presently constituted and as appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Common Stock) held by such holder equal to Ten Dollars ($10.00) for such share of the Common Stock. If the net assets to be so distributed to the holders of the Common Stock are insufficient to permit such payment to the holders of the Common Stock which such holders are entitled, then all of the remaining net assets of the Company available for distribution to its stockholders will be distributed *pro rata* based upon the number of shares of the Common Stock held by each such holder (as each is presently constituted and appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Common Stock).

(c) Upon completion and payment in full of the distributions required by subsections 3(a) and 3(b) above, each holder of the Series A Preferred Stock will be entitled to be paid in kind out of the remaining net assets of the Company available for distribution to stockholders, if any, an amount equal to all accrued and unpaid dividends thereon, whether or not earned or declared, to and including the date of which payment is made to the holder of such share of Series A Preferred Stock with respect to such liquidation, dissolution or winding up. If the net assets to be so distributed to the holders of the Series A Preferred Stock are insufficient to permit such payment to the holders of the Series A Preferred Stock to which such holders are entitled, then all of the remaining net assets of the Company available for distribution to its stockholders will be distributed *pro rata* based upon the number of shares of the Series A Preferred Stock held by each such holder (as each is presently constituted and appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Series A Preferred Stock).

(d) Upon completion and payment in full of the distributions required by subsections 3(a), 3(b) and 3(e) above, the remaining net assets of the Company available for distribution to stockholders, if any, will be distributed among the holders of the Common Stock *pro rata* based on the number of shares of Common Stock held by each such holder (as each is presently constituted and as appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Common Stock).

(e) The merger, reorganization or consolidation of the Company into or with another corporation, any purchase of shares of the capital stock of the Company (either through a negotiated stock purchase or a tender for such shares) or other similar transaction or series of related transactions in which fifty percent (50%) or more of the voting power of the Company is disposed of or in which the stockholders of the Company immediately prior to such merger reorganization, consolidation or sale own less than fifty percent (50%) of the Company's or its successor's voting power immediately thereafter or the sale, lease or conveyance of all or substantially all of the Company's assets in one or a series of transactions, shall be deemed to be a liquidation, dissolution or winding up of the Company.

(f) Written notice of any such liquidation, dissolution or winding up, stating a payment date, the place where such payment will be made, and estimate of the net value that would be received by each such holder will be given by first class mail, postage prepaid, not less than ten (10) days prior to the payment date stated therein, to each holder of record of the Series A Preferred Stock and the Common Stock at such holder's address as shown in the records of the Company.

4. *Voting Rights.* The holders of Series A Preferred Stock shall be entitled to notice of any shareholders' meeting in accordance with the regulations of the Company and shall vote with holders of the Common Stock upon all matters submitted to a vote of shareholders, except those matters required by law to be submitted to a class vote. In all cases where the holders of Series A

Preferred Stock are to vote or give consent hereunder, the holders of Series A Preferred Stock shall be entitled to ten (10) votes for each share of Series A Preferred Stock held of record on the record date for the vote or written consent of shareholders. Except as otherwise required by law and this Section 4, the Series A Preferred Stock shall have voting rights powers equal to the voting rights and powers of the Common Stock.

5. *Conversion.* The holders of the Series A Preferred Stock shall have no right to convert their Series A Preferred Stock into Common Stock.

6. *Certain Covenants.* Any holder of Series A Preferred Stock may proceed to protect and enforce his, her or its rights and the rights of such holders by any available remedy by proceeding at law or in equity to protect and enforce any such rights, whether for the specific enforcement of any provision in this Certificate of Designation or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

SECOND: That in lieu of a meeting and vote of the holders of the Corporation's capital stock entitled to vote on such amendment, a majority of the holders of voting shares of the Corporation have given written consent to said amendment in accordance with the provisions of the Corporation's Certificate of Incorporation and Section 228 of the General Corporation Law of the State of Delaware. Written notice of the adoption of the amendment has been given as provided Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendments were duly adopted in accordance with the applicable provisions of Sections 242, 141 and 228 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, said Gichner Holdings, Inc. has caused this Certificate to be signed by Elizabeth A. Burgess, its Vice President, this 13 day of August, 2007.

GICHNER HOLDINGS, INC.

By: /s/ Elizabeth A. Burgess

Elizabeth A. Burgess, Vice President

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
GICHNER HOLDINGS, INC.

Gichner Holdings, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), originally incorporated on June 11, 2007,

DOES HEREBY CERTIFY:

FIRST: That in lieu of a meeting in accordance with the provisions of Section 141 of the General Corporation Law of the State of Delaware, the Board of Directors of the Corporation have given written consent to a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said Corporation:

RESOLVED, that the Certificate of Incorporation of Gichner Holdings, Inc. be amended by amending and restating Article FOURTH thereof in its entirety that, as amended and restated, said Article shall be and read as follows:

FOURTH: A. *General Authorization.* The number of shares of all classes of stock which the Corporation is authorized to have outstanding is One Million Five Hundred Thousand (1,500,000) consisting of:

(i) 1,009,131 shares designated as Common Stock, $.01 par value per share (the "*Common Stock*");

(ii) 490,869 shares designated as Preferred Stock, $.01 par value per share, of which:

(A) 10,869 shares shall be designated "Series A Preferred Stock" (the "*Series A Preferred Stock*"), and

(B) 480,000 shares shall designated "Series B Convertible Preferred Stock" (the "*Series B Preferred Stock*").

B. *Series B Preferred Stock.*

1. *Rank.* The Series B Preferred shall, with respect to rights on liquidation, winding up and dissolution, rank (i) senior to both the Series A Preferred Stock and the Common Stock, and to all classes and series of stock of the Company now or hereafter authorized, issued or outstanding which by their terms expressly provide that they are junior to the Series B Preferred Stock or which do not specify their rank; (ii) on a parity with each other class of capital stock or series of preferred stock issued by the Company after the date hereof the terms of which specifically provide that such class or series will rank on a parity with the Series B Preferred Stock as to distributions upon the liquidation, winding up and dissolution of the Company; and (iii) junior to each other class of capital stock or series of Preferred Stock issued by the Company after the date hereof the terms of which specifically provide that such class or series will rank senior to the Series B Preferred Stock as to distributions upon the liquidation, winding up and dissolution of the Company.

2. *Dividends.*

(a) When and as declared by the Company's Board of Directors and to the extent not prohibited by applicable law, the Company shall pay preferential dividends in cash the holders of record of the then outstanding Series B Preferred Stock as provided in this Section 2. Except as otherwise provided herein, dividends on each share of Series B Preferred Stock

shall accrue on a daily basis at the rate of twelve percent (12%) per annum of the Original Issue Price (as defined below) (as appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Series B Preferred Stock) plus all dividends which have accumulated thereon pursuant to Section 2(b) below (and are then unpaid) from and including the date of issuance of such share of Series B Preferred Stock to and including the first occur of (i) the date on which the Liquidation Preference is paid to the holder of such share of Series B Preferred Stock pursuant to Section 3(a) below or (ii) the date such share of Series B Preferred Stock is otherwise acquired by the Company. Such dividends shall accrue whether or not they have been declared whether or not there are profits, surplus or funds other of the Company legally available for the payment of dividends. The date on which the Company initially issues any share of Series B Preferred Stock shall be deemed to be its "Date of Issuance" regardless of the number of transfers of such share of Series B Preferred Stock made on the stock records maintained by or for the Company and regardless of the number of certificates may be issued to evidence such share of Series B Preferred Stock. The "Series B Original Issue Price" of a share of the Series B Preferred Stock shall be Ten Dollars and No Cents ($10 00).

(b) To the extent not paid annually on December 31 of each year, beginning December 31, 2008 (the "Series B Dividend Reference Date"), all dividends which have accrued on each share of Series B Preferred Stock outstanding during the twelve-month period (or other period in the case of the initial Series B Dividend Reference Date) ending upon each such Series B Dividend Reference Date shall be accumulated and shall remain accumulated dividends with respect to such share of Series B Preferred Stock until paid to the holder thereof.

(c) Except otherwise provided herein, if at anytime the Company pays less than the total amount of dividends then accrued with respect to the shares of Series B Preferred Stock, such payment shall be distributed pro rata among the holders thereof based upon the number of shares held by each such holder.

(d) The Company may, in the Board of Director's discretion, declare and pay dividends or distributions, or make provision for the payment thereof, on any other equity security of the Company, but only if all accrued dividends and distributions on the Series B Preferred Stock have been paid and made in full prior to the date of any such declaration, payment, provision or distribution.

3. *Liquidation Rights.*

(a) In the event of any liquidation, dissolution or winding up of the affairs of the Company, whether voluntary or involuntary, after payment or provision for payment of the debts and other liabilities and obligations of the Company, each holder of Series B Preferred Stock then outstanding will be entitled to paid in kind out of the net assets of the Company available for distribution to its stockholders, if any, prior and in preference to any payment or declaration and setting apart for payment of any amount in respect of the Series A Preferred Stock and the Common Stock, an amount for each share of Series B Preferred Stock (as presently constituted and as appropriately adjusted any stock dividends, combinations, subdivisions, splits and the like with respect to the Series B Preferred Stock) held by such holder equal to the Series B Original Issue Price for such share of Series B Preferred Stock (the "Series B Liquidation Preference"). If the assets be so distributed to the holders of the Series B Preferred Stock are insufficient to permit the payment to such holders of the full Series B Liquidation Preference to which such holders are entitled, then all of the net assets of the Company available for distribution to its stockholders will distributed *pro rata* among

the holders of the Series B Preferred Stock based upon the aggregate Liquidation Preference of the shares of Series B Preferred Stock held by each such holder.

(b) Upon completion and payment in full of the distributions required by subsection 3(a) above, each holder of the Series B Preferred Stock will entitled to be paid in kind out of the remaining net assets of the Company available for distribution to stockholders, if any, an amount equal to all accrued and unpaid dividends thereon, whether or not earned or declared, to and including the date of which payment is made to the holder of such share of Series B Preferred Stock with respect to such liquidation, dissolution or winding up. If the net assets to be so distributed to the holders of the Series B Preferred Stock are insufficient to permit such payment to the holders of the Series B Preferred Stock to which such holders are entitled, then all of the remaining net assets of the Company available for distribution to its stockholders will distributed *pro rata* based upon the number of shares of the Series B Preferred Stack held by each such holder (as each is presently constituted and appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Series B Preferred Stock).

(c) Upon completion and payment in full of the distributions required by subsections (a) and (b) above, each holder of Series A Preferred Stock then outstanding will be entitled to be paid in kind out of the net assets of the Company available for distribution to its stockholders, if any, prior and in preference to any payment or declaration and setting apart for payment of any amount in respect of the Common Stock an amount for each share of Series A Preferred Stock (as presently constituted and as appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Series A Preferred Stock) held by such holder equal to the Series A Original Issue Price (as defined in Section C.2(b) below) for such share of Series A Preferred Stock (the "Series A Liquidation Preference"). If the assets to be so distributed to the holders of the Series A Preferred Stock are insufficient to permit the payment to such holders of the full Series A Liquidation Preference to which such holders are entitled, then all of the remaining net assets of the Company available for distribution to its stockholders will distributed *pro rata* among the holders of the Series A Preferred Stock based upon the aggregate Series A Liquidation Preference of the shares of Series A Preferred Stack held by each such holder.

(d) Upon completion and payment in full of the distributions required by subsections 3(a), 3(b) and 3(c) above, each holder of the Common Stock then outstanding will be entitled to be paid in kind out of the remaining net assets of the Company available for distribution to its stockholders, if any, an amount for each share of the Common Stock (as presently constituted and as appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Common Stock) held by such holder equal to Ten Dollars ($10.00) for such share of the Common Stock. If the remaining net assets to be so distributed to the holders of the Common Stock are insufficient to permit such payment to the holders of the Common Stock to which such holders are entitled, then all of the remaining net assets of the Company available for distribution to its stockholders will be distributed pro rata based upon the number of shares of the Common Stock held by each such holder (as each is presently constituted and appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Common Stock).

(e) Upon completion and payment in full of the distributions required by subsections 3(a), 3(b), 3(c) and 3(d) above, each holder of the Series A Preferred Stock will be entitled to be paid in kind out of the remaining net assets of the Company available for distribution to stockholders, if any, an amount equal to all accrued and unpaid dividends thereon, whether or not earned or declared, to and including the date of which payment is made to the holder of such share of Series A Preferred Stock with respect to such liquidation,

dissolution or winding up. If the remaining net assets to be so distributed to the holders of the Series A Preferred Stock are insufficient to permit such payment to the holders of the Series A Preferred Stock to which such holders are entitled, there all of the remaining net assets of the Company available for distribution to its stockholders will be distributed *pro rata* based upon the number of shares of the Series A Preferred Stock held by each such holder (as each is presently constituted and appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Series A Preferred Stock).

(f) Upon completion and payment in full of the distributions required by subsections 3(a), 3(b), 3(c), 3(d) and 3(e) above, the remaining net assets of the Company available for distribution to stockholders, if any, will be distributed among the holders of the Common Stock *pro rata* based on the number of shares of the Common Stock held by each such holder (as each is presently constituted and as appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Common Stock).

(g) The merger, reorganization or consolidation of the Company into or with another corporation or other similar transaction or series of related transactions in which fifty percent (50%) or more of the voting power of the Company is disposed of or in which the stockholders of the Company immediately prior to such merger, reorganization or consolidation own less than fifty percent (50%) of the Company's or its successor's voting power immediately thereafter or the sale, lease or conveyance of all or substantially all of the Company's assets in one or a series of transactions, shall be deemed to be a liquidation, dissolution or winding up of the Company.

(h) Written notice of any such liquidator, dissolution or winding up, stating a payment date, the plate where such payment will be made, and an estimate of the net value that would be received by each such holder will be given by first class mail, postage prepaid, not less than ten (10) days prior to the payment date stated therein, to each holder of record of the Series B Preferred Stock, the Series A Preferred Stock and the Common Stock at such holder's address as shown in the records of the Company.

4. *Voting Rights.* The holders of Series B Preferred Stock shall be entitled to notice of any shareholders' meeting in accordance with the regulations of the Company and shall vote with holders of the Common Stock upon all matters submitted to a vote of shareholders, except those matters required by law be submitted to a class vote. In all cases where the holders of Series B Preferred are to vote or give consent hereunder, the holders of Series B Preferred Stock shall be entitled one (1) vote for each share of Series B Preferred Stock held of record on the record date for the vote or written consent of shareholders. Except otherwise required by law and this Section 4, the Series B Preferred Stock shall have voting rights and powers equal to the voting rights and powers of the Common Stock.

5. *Conversion.* The holders of the Series B Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) *Right to Convert.* Each share of Series B Preferred Stock shall be convertible without the payment of any additional consideration by the holder thereof and at the option of the holder thereof, at any time after the Date of Issuance at the office of the Company. Each share of Series B Preferred Stock shall be convertible into the number of validly issued, fully paid and nonassessable shares of the Common Stock which results from dividing the Series B Conversion Price per share (as defined below) into the Series B Conversion Value (as defined below), in each case in effect for the Series B Preferred Stock at the time of conversion. The initial Series B Conversion Price per share of Series B Preferred Stock shall be $10.00. The Series B Conversion Value per share of Series B Preferred Stock shall be the Series B Original Issue Price plus any accrued but unpaid dividends thereon to the date of

conversion. The initial Series B Conversion Price of Series B Preferred Stock shall be subject to adjustment from time to time as provided below. The number of shares of the Common Stock into which a share of Series B Preferred Stock is convertible is hereinafter referred to as the "Conversion Rate."

(b) *Mechanics of Conversion.* Before any holder of Series B Preferred Stock shall be entitled to convert the same into shares of the Common Stock, the holder shall sunder the certificate or certificates therefor, duly endorsed, at the office of the Company and shall give written notice to the Company at that office that the holder elects to convert the same. As soon as practicable thereafter, the Company shall issue and deliver to the holder of Series B Preferred Stock a certificate or certificates for the number of shares of the Common Stock to which the holder shall be entitled as aforesaid and a certificate representing the number of shares of Series B Preferred Stock that were represented by the certificate or certificates delivered the Company in connection with conversion but that were not converted. The conversion shall be deemed to have been made immediately prior to the close of business on the date of the surrender of the shares of Series B Preferred Stock to be converted and the person or persons entitled to receive the shares of the Common Stock issuable upon the conversion shall be treated for all purposes as the record holder or holders of the shares of the Common Stock on the date.

(c) *Fractional Shares.* In lieu of any fractional shares to which the holder of Series B Preferred Stock would otherwise be entitled, the Company may pay cash equal to that fraction multiplied by the fair market value of one (1) share of the Common Stock as determined by the Board of Directors. Whether or not fractional shares are issuable upon conversion shall be determined on the basis of the total number of shares of Series B Preferred Stock of each holder at the time converting into Common Stock and the number of shares of the Common Stock issuable upon such an aggregate conversion.

(d) *Conversion Price Adjustments of Series B Preferred Stock for Certain Dilutive Issuances, Splits, and Combinations.* The Conversion Price of the Series B Preferred Stock shall be subject to adjustment from time to time as follows:

(i) If the Company issues, after the Date of Issuance, any capital stock (except Excluded Stock as defined in Section 5(d)(iii) without consideration or for a consideration per share less than the Series B Conversion Price in effect immediately prior to the issuance of the additional stock, the Series B Conversion Price in effect immediately prior to each issuance shall forthwith (except otherwise provided in this clause (i)) be adjusted to a price determined by multiplying the then existing Series B Conversion Price by a fraction, the numerator of which shall be the number of shares of the Common Stock outstanding immediately prior to that issuance (not including Excluded Stock) plus the number of shares of the Common Stock which the aggregate consideration received by the Company for that issuance would purchase at that Series B Conversion Price; and the denominator of which shall be the number of shares of the Common Stock outstanding immediately prior that issuance (not including Excluded Stock) plus the number of shares of additional capital stock so issued.

(ii) For the purposes of any adjustment of the Series B Conversion Price pursuant to clause (i), the following provisions shall apply:

(A) In the case of the issuance of the Common Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor after deducting any discounts, commissions, or other expenses allowed, paid, or incurred by the Company for any underwriting or otherwise in connection with the issuance and sale thereof.

(B) In the case of the issuance of the Common Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair value thereof as determined by the Board of Directors; *provided however*, that if, at the time of the determination, the Common Stock is traded in the over-the-counter market or on a national or regional securities exchange, the fair market value as determined by the Board of Directors shall not exceed the aggregate "Current Market Price" (as defined below) of the shares of the Common Stock being issued.

(C) In the case of the issuance (whether before, on or after the applicable purchase date) of (i) options to purchase or rights to subscribe for Common Stack (other than Excluded Stock), (ii) securities by their terms convertible into or exchangeable for Common Stock (other than Excluded Stock), or (iii) options to purchase or rights to subscribe for such convertible or exchangeable securities (other than Excluded Stock):

(1) the aggregate maximum number of shares of the Common Stock deliverable upon exercise of the options to purchase or rights to subscribe for Common Stock (assuming the satisfaction of any conditions to exercisability, including without limitation, the passage of time, but without taking into account potential antidilution adjustments) shall be deemed to have been issued at the time the options or rights were issued and for a consideration equal to the consideration (determined in the manner provided in subdivisions (A) and (B) above), if any, received by the Company upon the issuance of the options or rights plus the minimum purchase price provided in the options or rights for the Common Stock covered thereby;

(2) the aggregate maximum number of shares of the Common Stock deliverable upon conversion of or in exchange for (assuming the satisfaction of any conditions to convertibility or exchangeability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) any convertible or exchangeable securities, or upon the exercise of options to purchase or rights to subscribe for convertible or exchangeable securities and subsequent conversion or exchange thereof, shall deemed to have been issued at the time the securities were issued or the options or rights were issued and for a consideration equal to the consideration received by the Company for any securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the additional consideration, if any, to be received by the Company upon the conversion or exchange of securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in subdivisions (A) and above);

(3) in the event of any change in the number of shares of the Common Stock deliverable upon exercise of any options or rights or conversion of or exchange for convertible or exchangeable securities, or in the event of any change in the minimum purchase price of the options, rights or securities, including, but not limited to, a change resulting from the antidilution provisions of the options, rights or securities, the Conversion Price of the Series B Preferred Stock shall forthwith be readjusted to the Conversion Price that would have resulted if the adjustment made upon (x) the issuance of options, rights or securities not exercised, converted or exchanged prior to the change, as the case may be, had been made upon the basis of that change, or (y) the issuance of

options or rights related to the securities not converted or exchanged prior to the such change, as the case may be, had been made upon the basis of that change;

(4) in case any option is issued in connection with the issue or sale of other securities of the Company, together comprising one integrated transaction in which no specific consideration is allocated to the option by the parties thereto, the option will be deemed to have been issued for no consideration; and

(5) on the expiration of any options or rights, the termination of any rights to convert or exchange or the expiration of any options or rights related to convertible or exchangeable securities, the Series B Conversion Price shall forthwith be readjusted to the Series B Conversion Price that would have resulted if the adjustment made upon the issuance of the options, rights, convertible or exchangeable securities or options or rights related to such convertible or exchangeable securities, as the case may be, had been made upon the basis of the issuance of only the number of shares of the Common Stock actually issued upon the exercise of the options or rights, upon the conversion or exchange of convertible or exchangeable securities or upon the exercise of the options or rights related to the convertible or exchangeable securities, as the case may be; and

(6) no readjustment pursuant to clause (3) or (5) above shall have the effect of increasing the Series B Conversion Price to an amount that exceeds the lower of (i) the Series B Conversion Price on the original adjustment date, or (ii) the Series B Conversion Price that would have resulted from any issuance or deemed issuance of shares of the Common Stock between the original adjustment date and the readjustment date.

(D) Nothing contained in subsections (e)(ii)(C)(3), (4), (5) and (6) immediately above shall have the effect of increasing or decreasing the number of shares of the Common Stock issued upon any conversion of the Series B Preferred Stock into Common Stock prior to the effective date of any event described therein.

(E) Except for adjustments made pursuant to subsection (e)(v) below, notwithstanding any other provision herein to the contrary, no adjustment to the Conversion Price pursuant to subsection (e)(i) above shall have the effect of increasing the then current Series B Conversion Price,

(iii) "Excluded Stock" shall mean:

(A) all shares of the Common Stock and the Series A Preferred Stock issued and outstanding on the date this document is filed with the Secretary of State for the State of Delaware;

(B) all shares of the Common Stock into which the shares of the Series B Preferred Stock are convertible; and

(C) up to 14,700 shares of the Common Stock or other securities convertible into or exercisable for Common Stock and issuable to officers, directors, consultants, or employees of the Company pursuant to a stock option or other stock incentive plan or arrangement approved by the Board of Directors,

(iv) If the number of shares of the Common Stock outstanding at any time after the date hereof is increased by a stock dividend payable in shares of the Common Stock or by a subdivision or split-up of shares of the Common Stock, then, on the date the

payment is made or the change is effective, the Series B Conversion Price shall be appropriately decreased so that the number of shares of the Common Stock issuable on conversion of any shares of Series B Preferred Stock shall be increased in proportion to the increase of outstanding shares.

(v) If the number of shares of the Common Stock outstanding at any time after the date hereof is decreased by a combination of the outstanding shares of the Common Stock, then, on the effective date of that combination, the Series B Conversion Price shall be appropriately increased so that the number of shares of the Common Stock issuable on conversion of any shares of Series B Preferred Stock shall be decreased in proportion to the decrease in outstanding shares.

(vi) If at any time after the date hereof, there is any capital reorganization, any reclassification of the stock of the Company (other than as a result of a stock dividend or subdivision, split-up or combination of shares), a consolidation or merger of the Company with or into another corporation (other than a consolidation or merger in which the Company is the continuing entity and which does not result in any change in the Common Stock), or of the sale or other disposition of all or substantially all the properties and assets or capital stock of the Company, the shares of Series B Preferred Stock shall, after the organization, reclassification, consolidation, merger, sale or other disposition, be convertible into the kind and number of shares of stock or other securities or property of the Company or otherwise to which each holder would have been entitled if immediately prior to the reorganization, reclassification, consolidation, merger, sale or other disposition he had converted his, hers or its shares of Series B Preferred Stock into Common Stock. The provisions of this subsection (vi) shall similarly apply to successive reorganizations, reclassifications, consolidations, mergers, sales or other dispositions.

(vii) All calculations under this Section 5 shall be made to the nearest cent or to the nearest one hundredth ($^{1}/_{100}$) of a share, as the case may be.

(viii) For the purpose of any computation pursuant to this subsection (e), the "Current Market Price" of one share of the Common Stock at any date shall be deemed to be the average of the highest reported bid and the lowest reported offer prices on the preceding business day as furnished by the National Quotation Bureau, Incorporated (or equivalent recognized source of quotations) *provided, however*, that if the Common Stock is not traded in such a manner that the quotations referred to in this clause (viii) are available for the period required hereunder, Current Market Price shall be determined in good faith by the Board of Directors, but if challenged by the holders of more than 60% of the outstanding shares of Series B Preferred Stock, then as determined by an independent appraiser selected by the Board and acceptable to the holders of at least a majority of the outstanding shares of Series B Preferred Stock, the cost of the appraisal to be borne by the Company.

(e) *Minimal Adjustments.* No adjustment in the Series B Conversion Price of Series B Preferred Stock need be made if that adjustment would result in a change in the Conversion Price of less than $0.01. Any adjustment of less than $0.01 that is not made shall be carried forward and shall be made at the time of and together with any subsequent adjustment that, on a cumulative basis, amounts to an adjustment of $0.01 or more in the Series B Conversion Price.

(f) *No Impairment.* The Company will not avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, but will at all times; in

good faith assist in carrying out all the provisions of this Section 5 and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of Series B Preferred Stock against impairment. The Company will not close its books against the transfer of Series B Preferred Stock or of the Common Stock issued or issuable upon conversion of Series B Preferred Stock in any manner that interferes with the timely conversion of Series B Preferred Stock.

(g) *Certificate as to Adjustments.* Upon the occurrence of each adjustment or readjustment of the Conversion Rate pursuant this Section 5, the Company at its expense shall promptly compute the adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Series B Preferred Stock a certificate setting forth the adjustment or readjustment and showing in detail the facts upon which the adjustment or readjustment is based. The Company shall, upon written request at any time of any holder of Series B Preferred Stock, furnish or cause to be furnished to the holder a like certificate setting forth (i) the adjustments and readjustments, (ii) the Conversion Rate in effect at the time, and (iii) the number of shares of the Common Stock and the amount, if any, of other property that at the time would be received upon the, conversion of the holder's shares of Series B Preferred Stock.

(h) *Notices of Record Date.* In the event of any taking by the Company of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property or to receive any other right, the Company shall mail to each holder of Series B Preferred Stock at least ten days prior to that record date, a notice specifying the date on which any such record is to be taken for the purpose of the dividend or distribution or right, and the amount and character of the dividend, distribution or right.

(i) *Reservation of Stock Issuable Upon Conversion.* The Company shall at all times reserve and keep available out of its authorized but unissued sham of the Common Stock solely for the purpose of effecting the conversion of the shares of Series B Preferred Stock that number of its shares of the Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series B Preferred Stock; and if at any time the number of authorized but unissued shares of the Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of Series B Preferred Stock, the Company will take such corporate action as may, in the opinion of its counsel be necessary to increase its authorized but unissued shares of the Common Stock to that number of shares as shall be sufficient for that purpose.

(j) *Notices.* Any Notice required by the provisions of this Section 5 to given to the holders of shares of Series B Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his, her, or its address appearing on the books of the Company.

(k) *Reissuance of Converted Shares.* No shares of Series B Preferred Stock that have been converted into Common Stock after the Date of Issuance shall ever again be reissued, sold or transferred and all shares so converted shall upon that conversion cease to be a part of the authorized shares of the Company and the number of shares of Series B Preferred Stock authorized shall be reduced by the number of shares so converted.

(l) *Certain Events.* If any event occurs of the type contemplated but not expressly provided for by the provisions of this Section 5, then the Board of Directors will make an appropriate adjustment in the Series B Conversion Price to protect the rights of the holders thereof. Nevertheless, no adjustment will act to increase the Conversion Price for the Series B

Preferred Stock as otherwise determined pursuant to this Section 5 or decrease the number of shares of the Common Stock issuable upon conversion of each share of Series B Preferred Stock.

6. *Redemption.*

(a) *Mandatory Redemption.* The Corporation shall have the right to redeem all or any portion of the outstanding shares of the Series B Preferred Stock.

(b) *Redemption Price.* The redemption price (the "*Redemption Price*") will be equal to the Series B Original Issue Price per share plus the sum of accrued and unpaid dividends thereon (including an amount equal to a prorated dividend from the last dividend payment date immediately prior to the redemption date).

(c) *Procedure for Redemption.* The Corporation shall give all holders of Series B Preferred Stock (ten) 10 days prior notice of the date of a redemption. Any date upon which a redemption actually occurs in accordance with this Section 6 will be referred to as a "Redemption Date." Any holder of Series B Preferred Stock may elect to convert such Series B Preferred Stock into Common Stock prior to the Redemption Date pursuant to Section 5 above.

(d) *Dividends After Redemption Date.* From and after the Redemption Date, no shares of Series B Preferred Stock subject to redemption will be entitled to any further dividends pursuant to Section 3 hereof

(e) *Surrender of Certificates.* Upon the occurrence of the Redemption Date, each holder of shares of Series B Preferred Stock to be redeemed shall surrender the certificate or certificates representing such shares to the Corporation, duly assigned or endorsed for transfer (or accompanied by duly executed stock powers relating thereto), or shall deliver an affidavit with respect to lost certificates at the principal executive office of the Corporation or the office of the transfer agent, if any, for the Series B Preferred Stock, or such office or agent as may from time to time be designated by notice to the holders of Series B Preferred Stock, and each surrendered certificate will canceled and retired, and the Company shall pay the applicable Redemption Price in respect thereof by certified check or wire transfer.

(f) *Reacquired Shares.* Shares of Series B Preferred Stock that have been issued and reacquired in any manner, including shares reacquired by purchase or redemption, shall (upon compliance with applicable provisions of the laws of the State of Delaware) have the status of authorized and unissued shares of the class of Preferred Stock undesignated as to Series and may be redesignated and reissued as part of any series of Preferred Stock other than the Series B Preferred Stock.

7. *Certain Covenants.* Any holder of Series B Preferred Stock may proceed to protect and enforce his, her or its rights and the rights of such holders by any available remedy by proceeding at law or in equity to protect and enforce any such rights, whether for the specific enforcement of any provision in this Certificate of Incorporation or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

C. *Series A Preferred Stock.*

1. *Rank.* The Series A Preferred Stock shall, with respect to rights on liquidation, winding up and dissolution, rank (i) senior to both the Common Stock and to all classes and series of stock of the Company now or hereafter authorized, issued or outstanding which by their terms expressly provide that they are junior to the Series A Preferred Stock or which do not specify their rank; (ii) on a parity with each other class of capital stock or series of preferred stock issued by the Company after the date hereof the terms of which specifically provide that such class or series will

rank on a parity with the Series A Preferred Stock as to distributions upon the liquidation, winding up and dissolution of the Company; and (iii) junior to each other class of capital stock or other series of Preferred Stock issued by the Company after the date hereof the terms of which specifically provide that such class or series will rank senior to the Series A Preferred Stock as to distributions upon the liquidation, winding up and dissolution of the Company.

2. *Dividends.*

(a) When and as declared by the Company's Board of Directors and to the extent not prohibited by applicable law, the Company shall pay preferential dividends in cash to the holders of record of the then outstanding Series A Preferred Stock as provided in this Section 2. Except as otherwise provided herein, dividends on each share of Series A Preferred Stock shall accrue at the rate of eleven percent (11%) per annum of the Series A Original Issue Price (as defined below) (as appropriately adjusted for any stock dividends, combinations, subdivisions, splits and the like with respect to the Series A Preferred Stock) plus all dividends which have accumulated thereon pursuant to Section 2(b) below (and are then unpaid) from and including the date of issuance of such share of Series A Preferred Stock to and including the first to occur of (i) the date on which the Liquidation Preference is paid to the holder of such share of Series A Preferred Stock pursuant to Section 3(a) below or (ii) the date such share of Series A Preferred Stock is otherwise acquired by the Company. Such dividends shall accrue whether or not they have been declared and whether or not there are profits, surplus or other funds of the Company legally available for the payment of dividends. The date on which the Company initially issues any share of Series A Preferred Stock shall be deemed to be its "Date of Issuance" regardless of the number of transfers of such share of Series A Preferred Stock made on the stock records maintained by or for the Company and regardless of the number of certificates which may be issued to evidence such share of Series A Preferred Stock. The "Series A Original Issue Price" of a share of the Series A Preferred Stock shall be One Thousand Dollars and No Cents ($1,000.00).

(b) To the extent not paid on March 31, June 30, September 30 and December 31 of each year, beginning September 30, 2008 (the "Series A Dividend Reference Dates") all dividends which have accrued on each share of Series A Preferred Stock outstanding during the three-month period (or other period in the case of the initial Series A Dividend Reference Date) ending upon each such Series A Dividend Reference Date shall be accumulated and shall remain accumulated dividends with respect to such share of Series A Preferred Stock until paid to the holder thereof.

(c) Except as otherwise provided herein, if at anytime the Company pays less than the total amount of dividends then accrued with respect to the shares of Series A Preferred Stock, such payment shall be distributed pro rata among the holders thereof based upon the number of shares held by each such holder.

(d) The Company may, in the Board of Director's discretion, declare and pay dividends or distributions, or make provision for the payment thereof, on any other equity security of the Company, but only, in the case of dividends on any equity security of the company other than the Series B Preferred Stock, if all accrued dividends and distributions on the Series A Preferred Stock have been paid and made in full prior the date of any such declaration, payment, provision or distribution.

3. *Liquidation Rights.* The rights of each holder of Series A Preferred Stock in the event of any liquidation, dissolution or winding up of the affairs of the Company, whichever voluntary or involuntary, after provision for payment of the debts and other liabilities and obligations of the Company, are as set forth in this Section A.3 of Article FOURTH above.

4. *Voting Rights.* The holders of Series A Preferred Stock shall be entitled to notice of any shareholders' meeting in accordance with the regulations of the Company and shall vote with holders of the Common Stock upon all matters submitted to a vote of shareholders, except those matters required by law to be submitted to a class vote. all cases where the holders of Series A Preferred Stock are to vote or give consent hereunder, the holders of Series A Preferred Stock shall be entitled to ten (10) votes for each share of Series A Preferred Stock held of record on the record date for the vote or written consent of shareholders. Except as otherwise required by law and this Section 4, the Series A Preferred Stock shall have voting rights and powers equal to the voting rights and powers of the Common Stock.

5. *Conversion.* The holders of the Series A Preferred Stock shall have no right to convert their Series A Preferred Stock to Common Stock.

6. *Certain Covenants.* Any holder of Series A Preferred Stock may proceed to protect and enforce his, her or its rights and the rights of such holders by any available remedy by proceeding at law or in equity to protect and enforce any such rights, whether for the specific enforcement of any provision in this Certificate of Designation or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

SECOND: That the aforesaid amendments were duly adopted in accordance with the applicable provisions of Sections 242, 141 and 228 of the Delaware General Company Law.

IN WITNESS WHEREOF, said Gichner Holdings, Inc. has caused this Certificate to be sip by Elizabeth A. Burgess, its Vice President, this 30th day of September, 2008.

GICHNER HOLDINGS, INC.

By: /s/ Elizabeth A. Burgess

QuickLinks

Exhibit 3.25

GICHNER HOLDINGS, INC.

BY-LAWS

BY-LAWS

OF

GICHNER HOLDINGS, INC.

ARTICLE I
STOCKHOLDERS

Section 1. *Place of Stockholders' Meetings.* All meetings of the stockholders of the Corporation shall be held at such place or places, within or outside the State of Delaware, as may be fixed by the Board of Directors from time to time or as shall be specified in the respective notices thereof.

Section 2. *Date, Hour and Purpose of Annual Meetings of Stockholders.* Annual Meetings of Stockholders, commencing with the year 2008, shall be held on such day and at such time as the Directors may determine from time to time by resolution, at which meeting the stockholders shall elect, by a plurality of the votes cast at such election, a Board of Directors, and transact such other business as may properly be brought before the meeting. If for any reason a Board of Directors shall not be elected at the Annual Meeting of Stockholders, or if it appears that such Annual Meeting is not held on such date as may be fixed by the Directors in accordance with the provisions of the By-laws, then in either such event the Directors shall cause the election to be held as soon thereafter as convenient.

Section 3. *Special Meetings of Stockholders.* Special meetings of the stockholders entitled to vote may be called by the Chairman of the Board, if any, the Vice Chairman of the Board, if any, the President or any Vice President, the Secretary or by the Board of Directors, and shall be called by any of the foregoing at the request in writing of stockholders owning a majority in amount of the entire capital stock of the Corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the meeting.

Section 4. *Notice of Meetings of Stockholders.* Except as otherwise expressly required or permitted by the laws of Delaware, not less than ten days nor more than sixty days before the date of every stockholders' meeting, the Secretary shall give to each stockholder of record entitled to vote at such meeting written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Such notice, if mailed, shall be deemed to be given when deposited in the United States mail, with postage thereon prepaid, addressed to the stockholder at the post office address for notices to such stockholder as it appears on the records of the Corporation.

Without limiting the manner by which notice may otherwise be given to stockholders, any notice given to stockholders by the Corporation for any purpose shall be effective if given by way of an electronic transmission (e.g., facsimile or e-mail) consented to by the stockholder to whom notice is given.

An Affidavit of the Secretary or an Assistant Secretary or of a transfer agent of the Corporation that the notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

Section 5. *Quorum of Stockholders.*

(a) Unless otherwise provided by the laws of Delaware, at any meeting of the stockholders the presence in person or by proxy of stockholders entitled to cast a majority of the votes thereat shall constitute a quorum.

(b) At any meeting of the stockholders at which a quorum shall be present, a majority of those present in person or by proxy may adjourn the meeting from time to time without notice other than announcement at the meeting. In the absence of a quorum, the officer presiding thereat

shall have power to adjourn the meeting from time to time until a quorum shall be present. Notice of any adjourned meeting other than announcement at the meeting shall not be required to be given, except as provided in paragraph (d) below and except where expressly required by law.

(c) At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting originally called, but only those stockholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof, unless a new record date is fixed by the Board of Directors.

(d) If an adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the adjourned meeting.

Section 6. *Chairman and Secretary of Meeting.* The Chairman, or in his absence, the Vice Chairman, or in his absence, the President, or in his absence, any Vice President, shall preside at meetings of the stockholders. The Secretary shall act as secretary of the meeting, or in his absence an Assistant Secretary shall act, or if neither is present, then the presiding officer shall appoint a person to act as secretary of the meeting.

Section 7. *Voting by Stockholders.* Except as may be otherwise provided by the Certificate of Incorporation or by these By-laws, at every meeting of the stockholders each stockholder shall be entitled to one vote for each share of stock standing in his name on the books of the Corporation on the record date for the meeting. All elections and questions shall be decided by the vote of a majority in interest of the stockholders present in person or represented by proxy and entitled to vote at the meeting, except as otherwise permitted or required by the laws of Delaware, the Certificate of Incorporation or these By-laws.

Section 8. *Proxies.* Any stockholder entitled to vote at any meeting of stockholders may vote either in person or by his attorney-in-fact. Every proxy shall be in writing, subscribed by the stockholder or his duly authorized attorney-in-fact, but need not be dated, sealed, witnessed or acknowledged.

Section 9. *List of Stockholders.*

(a) At least ten days before every meeting of stockholders, the Secretary shall prepare or cause to be prepared 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.

(b) For a period of at least ten days prior to the meeting, such list shall be open to examination by any stockholder for any purpose germane to the meeting, either (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation.

(c) If the meeting is to be held at a place, the list shall also be produced and kept at the time and place of the meeting during the whole time of the meeting, and it may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

(d) The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by this Section or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

ARTICLE II
DIRECTORS

Section 1. *Powers of Directors.* The property, business and affairs of the Corporation shall be managed by its Board of Directors, which may exercise all the powers of the Corporation except such as are by the laws of Delaware or the Certificate of Incorporation or these By-laws required to be exercised or done by the stockholders.

Section 2. *Number, Method of Election, Terms of Office of Directors.* The number of Directors which shall constitute the whole Board of Directors shall be such as from time to time shall be determined by resolution of the Board of Directors, but the number shall not be less than one provided that the tenure of a Director shall not be affected by any decrease in the number of Directors so made by the Board. Each Director shall hold office until his successor is elected and qualified, provided however that a Director may resign at any time.

Section 3. *Vacancies on Board of Directors.*

(a) Any Director may resign his office at any time by delivering his resignation in writing to the Chairman or the President or the Secretary. It will take effect at the time specified therein, or if no time is specified, it will be effective at the time of its receipt by the Corporation. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

(b) Any vacancy or newly created Directorship resulting from any increase in the authorized number of Directors may be filled by vote of a majority of the Directors then in office, though less than a quorum, and any Director so chosen shall hold office until the next annual election of Directors by the stockholders and until his successor is duly elected and qualified, or until his earlier resignation or removal.

Section 4. *Meetings of the Board of Directors.*

(a) The Board of Directors may hold their meetings, both regular and special, either within or outside the State of Delaware.

(b) Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by resolution of the Board of Directors.

(c) The first meeting of each newly elected Board of Directors except the initial Board of Directors shall be held as soon as practicable after the Annual Meeting of the stockholders for the election of officers and the transaction of such other business as may come before it.

(d) Special meetings of the Board of Directors shall be held whenever called by direction of the Chairman or the President or at the request of Directors constituting one-third of the number of Directors then in office, but not less than two Directors.

(e) The Secretary shall give notice to each Director of any meeting of the Board of Directors by mailing the same at least two days before the meeting or by telegraphing or delivering the same not later than the day before the meeting. Such notice need not include a statement of the business to be transacted at, or the purpose of, any such meeting. Any and all business may be transacted at any meeting of the Board of Directors. No notice of any adjourned meeting need be given. No notice to or waiver by any Director shall be required with respect to any meeting at which the Director is present.

Section 5. *Quorum and Action.* A majority of the entire Board of Directors shall constitute a quorum for the transaction of business; but if there shall be less than a quorum at any meeting of the Board, a majority of those present may adjourn the meeting from time to time. Unless otherwise

provided by the laws of Delaware, the Certificate of Incorporation or these By-laws, the act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

Section 6. *Presiding Officer and Secretary of Meeting.* The Chairman or, in his absence, a member of the Board of Directors selected by the members present, shall preside at meetings of the Board. The Secretary shall act as secretary of the meeting, but in his absence the presiding officers shall appoint a secretary of the meeting.

Section 7. *Action by Consent Without Meeting.* Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing and the writing or writings are filed with the records of the Board or committee.

Section 8. *Executive Committee.* The Board of Directors may appoint from among its members and from time to time may fill vacancies in an Executive Committee to serve during the pleasure of the Board. The Executive Committee shall consist of three members, or such greater number of members as the Board of Directors may by resolution from time to time fix. One of such members shall be the Chairman of the Board and another shall be the Vice Chairman of the Board, who shall be the presiding officer of the Committee. During the intervals between the meetings of the Board, the Executive Committee shall possess and may exercise all of the powers of the Board in the management of the business and affairs of the Corporation conferred by these By-laws or otherwise. The Committee shall keep a record of all its proceedings and report the same to the Board. A majority of the members of the Committee shall constitute a quorum. The act of a majority of the members of the Committee present at any meeting at which a quorum is present shall be the act of the Committee,

Section 9. *Other Committees.* The Board of Directors may also appoint from among its members such other committees of two or more Directors as it may from time to time deem desirable, and may delegate to such committees such powers of the Board as it may consider appropriate.

Section 10. *Compensation of Directors.* Directors shall receive such reasonable compensation for their service on the Board of Directors or any committees thereof, whether in the form of salary or a fixed fee for attendance at meetings, or both, with expenses, if any, as the Board of Directors may from time to time determine. Nothing herein contained shall be construed to preclude any Director from serving in any other capacity and receiving compensation therefor.

ARTICLE III
OFFICERS

Section 1. *Executive Officers of the Corporation.* The executive officers of the Corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. The Board of Directors also may appoint a Chairman of the Board, a Vice Chairman of the Board, and one or more Vice Presidents, Assistant Secretaries and Assistant Treasurers. Any two offices except those of Chairman of the Board and Vice Chairman of the Board, President and Vice President, or President and Secretary may be filled by the same person. None of the officers need be a member of the Board except the Chairman of the Board and the Vice Chairman of the Board.

Section 2. *Choosing of Executive Officers.* The Board of Directors at its first meeting after each Annual Meeting of Stockholders shall choose a President, a Secretary and a Treasurer.

Section 3. *Additional Officers.* The Board of Directors may appoint such other officers and agents 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. *Salaries.* The salaries of all officers and agents of the Corporation specially appointed by the Board shall be fixed by the Board of Directors.

Section 5. *Term, Removal and Vacancies.* The officers of the Corporation shall hold office until their respective successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise shall be filled by the Board of Directors.

Section 6. *Chairman of the Board.* The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and of the stockholders. He shall be the Chief Executive Officer of the Company, unless the Board has designated the President as the Chief Executive Officer. In the absence or disability of the Chairman of the Board: (a) the Vice Chairman of the Board shall preside at all meetings of the Board of Directors and of the stockholders, and (b) the powers and duties of the Chairman of the Board shall be exercised jointly by the Vice Chairman of the Board and the President until such authority is altered by action of the Board of Directors. The Chairman of the Board shall present to the Annual Meeting of Stockholders a report of the business of the preceding fiscal year.

Section 7. *Vice Chairman of the Board.* The Vice Chairman of the Board, if any, shall have such powers and perform such duties as are provided in these By-laws or as may be delegated to him by the Chairman of the Board, and shall perform such other duties as may from time to time be assigned to him by the Board of Directors.

Section 8. *President.* The President shall have such powers and perform such duties as are provided in these By-laws or as may be delegated to him by the Board of Directors or the Chairman of the Board. If there is no Chairman of the Board, the President shall be the Chief Executive Officer of the Corporation and shall have all the duties and responsibilities previously enumerated for the Chairman of the Board. In the absence of the Chairman of the Board and the Vice Chairman of the Board, the President shall preside at all meetings of the stockholders.

Section 9. *Powers and Duties of the Chief Executive Officer.* The Chief Executive Officer shall have general charge and supervision of the business of the Corporation and shall exercise and perform all the duties incident to the office of the Chief Executive Officer. He shall have direct supervision of the other officers and shall also exercise and perform such powers and duties as may be assigned to him by the Board of Directors.

Section 10. *Powers and Duties of Vice Presidents.* Any Vice President designated by the Board of Directors shall, in the absence, disability, or inability to act of the President, perform all duties and exercise all the powers of the President and shall perform such other duties as the Board may from time to time prescribe. Each Vice President shall have such other powers and shall perform such other duties as may be assigned to him by the Board.

Section 11. *Powers and Duties of Treasurer and Assistant Treasurers.*

(a) The Treasurer shall have the care and custody of all the funds and securities of the Corporation except as may be otherwise ordered by the Board of Directors, and shall cause such funds to be deposited to the credit of the Corporation in such banks or depositories as may be designated by the Board of Directors, the Chairman, the President or the Treasurer, and shall cause such securities to be placed in safekeeping in such manner as may be designated by the Board of Directors, the Chairman, the President or the Treasurer.

(b) The Treasurer, or an Assistant Treasurer, or such other person or persons as may be designated for such purpose by the Board of Directors, the Chairman, the President or the Treasurer, may endorse in the name and on behalf of the Corporation all instruments for the

payment of money, bills of lading, warehouse receipts, insurance policies and other commercial documents requiring such endorsement.

(c) The Treasurer, or an Assistant Treasurer, or such other person or persons as may be designated for such purpose by the Board of Directors, the Chairman, the President or the Treasurer, may sign all receipts and vouchers for payments made to the Corporation; he shall render a statement of the cash account of the Corporation to the Board of Directors as often as it shall require the same; he shall enter regularly in books to be kept by him for that purpose full and accurate accounts of all moneys received and paid by him on account of the Corporation and of all securities received and delivered by the Corporation.

(d) Each Assistant Treasurer shall perform such duties as may from time to time be assigned to him by the Treasurer or by the Board of Directors. In the event of the absence of the Treasurer or his incapacity or inability to act, then any Assistant Treasurer may perform any of the duties and may exercise any of the powers of the Treasurer.

Section 12. *Powers and Duties of Secretary and Assistant Secretaries.*

(a) The Secretary shall attend all meetings of the Board, all meetings of the stockholders, and shall keep the minutes of all proceedings of the stockholders and the Board of Directors in proper books provided for that purpose. The Secretary shall attend to the giving and serving of all notices of the Corporation in accordance with the provisions of the By-laws and as required by the laws of Delaware. The Secretary may, with the President, a Vice President or other authorized officer, sign all contracts and other documents in the name of the Corporation. He shall perform such other duties as may be prescribed in these By-laws or assigned to him and all other acts incident to the position of Secretary.

(b) Each Assistant Secretary shall perform such duties as may from time to time be assigned to him by the Secretary or by the Board of Directors. In the event of the absence of the Secretary or his incapacity or inability to act, then any Assistant Secretary may perform any of the duties and may exercise any of the powers of the Secretary.

(c) In no case shall the Secretary or any Assistant Secretary, without the express authorization and direction of the Board of Directors, have any responsibility for, or any duty or authority with respect to, the withholding or payment of any federal, state or local taxes of the Corporation, or the preparation or filing of any tax return.

ARTICLE IV
CAPITAL STOCK

Section 1. *Stock Certificates.*

(a) Every holder of stock in the Corporation shall be entitled to have a certificate signed in the name of the Corporation by the Chairman or the President or the Vice Chairman or a Vice President, and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary, certifying the number of shares owned by him.

(b) If such a certificate is countersigned by a transfer agent other than the Corporation or its employee, or by a registrar other than the Corporation or its employee, the signatures of the officers of the Corporation may be facsimiles and, if permitted by Delaware law, any other signature on the certificate may be a facsimile.

(c) In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of issue.

(d) Certificates of stock shall be issued in such form not inconsistent with the Certificate of Incorporation as shall be approved by the Board of Directors. They shall be numbered and registered in the order in which they are issued. No certificate shall be issued until fully paid.

Section 2. *Record Ownership.* A record of the name and address of the holder of each certificate, the number of shares represented thereby, and the date of issue thereof shall be made on the Corporation's books. The Corporation shall be entitled to treat the holder of record of any share of stock as the holder in fact thereof, and accordingly shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as required by the laws of Delaware.

Section 3. *Transfer of Record Ownership.* Transfers of stock shall be made on the books of the Corporation only by direction of the person named in the certificate or his attorney, lawfully constituted in writing, and only upon the surrender of the certificate therefor and a written assignment of the shares evidenced thereby. Whenever any transfer of stock shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented to the Corporation for transfer, both the transferor and transferee request the Corporation to do so.

Section 4. *Lost, Stolen or Destroyed Certificates.* Certificates representing shares of the stock of the Corporation shall be issued in place of any certificate alleged to have been lost, stolen or destroyed in such manner and on such terms and conditions as the Board of Directors from time to time may authorize.

Section 5. *Transfer Agent, Registrar, Rules Respecting Certificates.* The Corporation shall maintain one or more transfer offices or agencies where stock of the Corporation shall be transferable. The Corporation shall also maintain one or more registry offices where such stock shall be registered. The Board of Directors may make such rules and regulations as it may deem expedient concerning the issue, transfer and registration of stock certificates.

Section 6. *Fixing Record Date for Determination of Stockholders of Record.* The Board of Directors may fix in advance a date as the record date for the purpose of determining the stockholders entitled to notice of, or to vote at, any meeting of the stockholders or any adjournment thereof, or the stockholders entitled to receive payment of any dividend or other distribution or the allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or to express consent to corporate action in writing without a meeting, or in order to make a determination of the stockholders for the purpose of any other lawful action. Such record date in any case shall not be more than sixty days nor less than ten days before the date of a meeting of the stockholders, nor more than sixty days prior to any other action requiring such determination of the stockholders. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

ARTICLE V
SECURITIES HELD BY THE CORPORATION

Section 1. *Voting.* Unless the Board of Directors shall otherwise order, the Chairman, the Vice Chairman, the President, any Vice President or the Treasurer shall have full power and authority on behalf of the Corporation to attend, act and vote at any meeting of the stockholders of any corporation in which the Corporation may hold stock and at such meeting to exercise any or all rights and powers incident to the ownership of such stock, and to execute on behalf of the Corporation a proxy or proxies empowering another or others to act as aforesaid. The Board of Directors from time to time may confer like powers upon any other person or persons.

Section 2. *General Authorization to Transfer Securities Held by the Corporation.*

(a) Any of the following officers, to-wit: the Chairman, the President, any Vice President, the Treasurer or the Secretary of the Corporation shall be and are hereby authorized and empowered to transfer, convert, endorse, sell, assign, set over and deliver any and all shares of stock, bonds, debentures, notes, subscription warrants, stock purchase warrants, evidences of indebtedness, or other securities now or hereafter standing in the name of or owned by the Corporation, and to make, execute and deliver under the seal of the Corporation any and all written instruments of assignment and transfer necessary or proper to effectuate the authority hereby conferred.

(b) Whenever there shall be annexed to any instrument of assignment and transfer executed, pursuant to and in accordance with the foregoing paragraph (a), a certificate of the Secretary or an Assistant Secretary of the Corporation in office at the date of such certificate setting forth the provisions hereof and stating that they are in full force and effect and setting forth the names of persons who are then officers of the Corporation, then all persons to whom such instrument and annexed certificate shall thereafter come shall be entitled, without further inquiry or investigation and regardless of the date of such certificate, to assume and to act in reliance upon the assumption that the shares of stock or other securities named in such instrument were theretofore duly and properly transferred, endorsed, sold, assigned, set over and delivered by the Corporation, and that with respect to such securities the authority of these provisions of the By-laws and of such officers is still in full force and effect.

ARTICLE VI
DIVIDENDS

Section 1. *Declaration of Dividends.* Dividends upon the capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation.

Section 2. *Payment and Reserves.* Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the directors may modify or abolish any such reserves in the manner in which they were created.

Section 3. *Record Date.* The Board of Directors may, to the extent provided by law, prescribe a period, in no event in excess of sixty (60) days, prior to the date for payment of any dividend, as a record date for the determination of stockholders entitled to receive payment of any such dividend, and in such case such stockholders and only such stockholders as shall be stockholders of record on said date so fixed shall be entitled to receive payment of such dividend, notwithstanding any transfer of any stock on the books of the Corporation after any such record date fixed as aforesaid.

ARTICLE VII
GENERAL PROVISIONS

Section 1. *Signatures of Officers.* All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The signature of any officer upon any of the foregoing instruments may be a facsimile whenever authorized by the Board.

Section 2. *Fiscal Year.* The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 3. *Seal.* Upon resolution of the Board of Directors, the Corporation may elect to have a corporate seal. In such event, the corporate seal shall have inscribed thereon the name of the Corporation, the year of its incorporation and the words "Corporate Seal, Delaware". Said seal may be used for causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VIII
WAIVER OF OR DISPENSING WITH NOTICE

Whenever any notice of the time, place or purpose of any meeting of the stockholders, Directors or a committee is required to be given under the laws of Delaware, the Certificate of Incorporation or these By-laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the holding thereof, or actual attendance at the meeting in person, or in the case of the stockholders, by his attorney-in-fact, shall be deemed equivalent to the giving of such notice to such persons. No notice need be given to any person with whom communication is made unlawful by any law of the United States or any rule, regulation, proclamation or executive order issued under any such law.

ARTICLE IX
AMENDMENT OF BY-LAWS

These By-laws, or any of them, may from time to time be supplemented, amended or repealed by the Board of Directors, or by the vote of a majority in interest of the stockholders represented and entitled to vote at any meeting at which a quorum is present.

QuickLinks

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Exhibit 3.26

State of Delaware Secretary of State
Division of Corporations
Delivered 01:41 PM 06/11/2007
FILED 01:19 PM 06/11/2007
51W 070693463—4367966 FILE

CERTIFICATE OF INCORPORATION
OF
GICHNER ACQUISITION, INC.

FIRST: The name of the Corporation is Gichner Acquisition, Inc.

SECOND: The address of its registered office in the State of Delaware is No. 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The nature of the business or purposes to be conducted or promoted is: To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The number of shares for all classes of stock which the Corporation is authorized to have outstanding is Three Thousand (3,000), all of which shall be Common Shares, $.0l par value.

FIFTH: The name and mailing address of the Incorporator is as follows:

NAME	MAILING ADDRESS
ACFB Incorporated	200 Public Square Suite 2300 Cleveland, Ohio 44114

SIXTH: The Corporation is to have perpetual existence.

SEVENTH: In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized:

To make, alter or repeal the bylaws of the Corporation.

To authorize and cause to be executed mortgages and liens upon the real property of the Corporation.

To set apart out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created.

By a majority of the whole board, to designate one or more committees, each committee to consist of one or more of the directors of the Corporation.

When and as authorized by the stockholders in accordance with this Certificate of incorporation and applicable statutes, to sell, lease or exchange all or substantially all of the property and assets of the Corporation, including its goodwill and its corporate franchises, upon such terms and conditions and for such consideration (which may consist, in whole or in part, of money or property, including shares of stock in, and/or other securities of, any other corporation or corporations) as the Corporation's Board of Directors shall deem appropriate and in the best interests of the Corporation.

EIGHTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this Corporation, as the case maybe, 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 stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as 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 stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

NINTH: Meetings of stockholders may be held within or without the State of Delaware, as the bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the bylaws of the Corporation. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.

TENTH: 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 upon stockholders herein are granted subject to this reservation.

ELEVENTH: No director shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (1) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) under Section 174 of the Delaware General Corporation Law, or (4) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation, in addition to the limitations on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Delaware General Corporation Law. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

TWELFTH: A. Each person who was or is made a party to or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), 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 is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, 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, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent, authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment),

against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA, excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in subsection B of this Article, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation. The right to indemnification, conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that if the Delaware General Corporation Law requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Article or otherwise. The Corporation may, by action of its Board of Directors, provide indemnification to employees and agents of the Corporation with the same scope and effect as the foregoing indemnification of directors and officers.

B. If a claim under subsection A of this Article is not paid in full by the Corporation within thirty (30) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense 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 is required, has been tendered to the Corporation) that the claimant has not met the standards of conduct which make it permissible under the Delaware General Corporation Law for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) 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 set forth in the Delaware General Corporation Law, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) 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.

C. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of this Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

E. As used in this Article, references to "the Corporation" shall include, in addition to the resulting or surviving corporation, any constituent corporation absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees and agents, so that any person who is or was a director, officer, employee

or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent 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 he would have with respect to such constituent corporation if its separate existence had continued.

F. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director, officer, employee and agent of the Corporation as to expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, including a grand jury proceeding and an action by the Corporation, to the fullest extent permitted by any applicable portion of this Article that shall not have been invalidated or by any other applicable law.

THE UNDERSIGNED, being the Incorporator hereinabove named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is its act and deed and the facts herein stated are true, and accordingly have hereunto set its hand this 11th day of June, 2007.

ACFB INCORPORATED
Incorporator

By: /s/ Lorrie Piotrowski

Lorrie Piotrowski, Assistant Secretary

State of Delaware Secretary of State
Division of Corporations
Delivered 03:05 PM 08/22/2007
FILED 03:07 PM 08/22/2007
SRV 070947261—4367966 FILE

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
GICHNER ACQUISITION, INC.

Gichner Acquisition, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), originally incorporated on June 11, 2007,

DOES HEREBY CERTIFY:

FIRST: That in lieu of a meeting in accordance with the provisions of Section 141 of the General Corporation Law of the State of Delaware, the Board of Directors of the Corporation have given written consent to a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said Corporation:

RESOLVED, that the Certificate of Incorporation of Gichner Acquisition, Inc. be amended by amending and restating Article FIRST thereof in its entirety so that, as amended and restated, said Article shall be and read as follows:

FIRST: The name of the Corporation is Gichner Systems Group, Inc.

SECOND: That in lieu of a meeting and vote of the holders of the Corporation's capital stock entitled to vote on such amendment, a majority of the holders of voting shares of the Corporation have given written consent to said amendment in accordance with the provisions of the Corporation's Certificate of Incorporation and Section 228 of the General Corporation Law of the State of Delaware. Written notice of the adoption of the amendment has been given as provided in Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242, 141 and 228 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, said Gichner Acquisition, Inc. has caused this Certificate to be signed by the undersigned this 22nd day of August, 2007.

GICHNER ACQUISITION, INC.

By: /s/ Russell Greenberg

Russell Greenberg
Its: Vice President

QuickLinks

Exhibit 3.27

BY-LAWS

OF

GICHNER SYSTEMS GROUP, INC.

ARTICLE I

STOCKHOLDERS

Section 1.1. *Place of Stockholders' Meeting.* All meetings of the stockholders of the Corporation shall be held at such place or places, within or outside the State of Delaware, as may be fixed by the Board of Directors from time to time or as shall be specified in the respective notices thereof.

Section 1.2. *Date, Hour and Purpose of Annual Meetings of Stockholders.* Annual Meetings of Stockholders, commencing with the year 2008, shall be held on such day and at such time as the Directors may determine from time to time by resolution, at which meeting the stockholders shall elect, by a plurality of the votes cast at such election, a Board of Directors, and transact such other business as may properly be brought before the meeting. If for any reason a Board of Directors shall not he elected at the Annual Meeting of Stockholders, or if it appears that such Annual Meeting is not held on such date as may be fixed by the Directors in accordance with the provisions of the By-laws~ then in either such event the Directors shall cause the election to be held as soon thereafter as convenient.

Section 1.3. *Special Meetings of Stockholders.* Special meetings of the stockholders entitled to vote may be called by the Chairman of the Board, if any, the Vice Chairman of the Board, if any, the President or any Vice President, the Secretary or by the Board of Directors, and shall be called by any of the foregoing at the request in writing of stockholders owning a majority in amount of the entire capital stock of the Corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the meeting.

Section 1.4. *Notice of Meetings of Stockholders.* Except as otherwise expressly required or permitted by the laws of Delaware, not less than ten days nor more than sixty days before the date of every stockholders' meeting, the Secretary shall give to each stockholder of record entitled to vote at such meeting written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Such notice, if mailed, shall be deemed to be given when deposited in the United States mail, with postage thereon prepaid, addressed to the stockholder at the post office address for notices to such stockholder as it appears on the records of the Corporation.

Without limiting the manner by which notice may otherwise be given to stockholders, any notice given to stockholders by the Corporation for any purpose shall be effective if given by way of an electronic transmission (e.g., facsimile or e-mail) consented to by the stockholder to whom notice is given.

An Affidavit of the Secretary or an Assistant Secretary or of a transfer agent of the Corporation that the notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

Section 1.5. *Quorum of Stockholders.*

(a) Unless otherwise provided by the laws of Delaware, at any meeting of the stockholders the presence in person or by proxy of stockholders entitled to cast a majority of the votes thereat shall constitute a quorum.

(b) At any meeting of the stockholders at which a quorum shall be present, a majority of those present in person or by proxy may adjourn the meeting from time to time without notice

other than announcement at the. meeting. In the absence of a quorum, the officer presiding thereat shall have power to adjourn the meeting from time to time until a quorum shall be present. Notice of any adjourned meeting other than announcement at the meeting shall not be required to be given, except as provided in paragraph (d) below and except where expressly required by law.

(c) At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting originally called, but only those stockholders entitled to vote at the meeting as originally noticed shall he entitled to Vote at any adjournment of adjournments thereof, unless a new record date is fixed by the Board of Directors.

(d) If an adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the adjourned meeting.

Section 1.6. *Chairman and Secretary of Meeting.* The Chairman, or in his absence, the Vice Chairman, or in his absence, the President, or in his absence, any Vice President, shall preside at meetings of the stockholders. The Secretary shall act as secretary of the meeting, or in his absence an Assistant Secretary shall act, or if neither is present, then the presiding officer shall appoint a person to act as secretary of the meeting.

Section 1.7. *Voting by Stockholders.* Except as may be otherwise provided by the Certificate of Incorporation or by these By-laws, at every meeting of the stockholders each stockholder shall be entitled to one vote for each share of stock standing in his name on the books of the Corporation on the record date for the meeting. All elections and questions shall be decided by the vote of a majority in interest of the stockholders present in person or represented by proxy and entitled to vote at the meeting, except as otherwise permitted or required by the laws of Delaware, the Certificate of incorporation or these By-laws.

Section 1.8. *Proxies.* Any stockholder entitled to vote at any meeting of stockholders may vote either in person or by his attorney-in-fact. Every proxy shall be in writing, subscribed by the stockholder or his duly authorized attorney-in-fact, but need not be dated, sealed, witnessed or acknowledged.

Section 1.9. *List of Stockholders.*

(a) At least ten days before every meeting of stockholders, the Secretary shall prepare or cause to be prepared 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.

(b) For a period of at least ten days prior to the meeting, such list shall he open to examination by any stockholder for any purpose germane to the meeting, either (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation.

(c) If the meeting is to be held at a place, the list shall also be produced and kept at the time and place of the meeting during the whole time of the meeting, and it may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting.

(d) The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by this Section or the books of the Corporation, or to vote in person or by proxy at any meeting of stockholders.

ARTICLE II

DIRECTORS

Section 2.1. *Powers of Directors.* The property, business and affairs of the Corporation shall be managed by its Board of Directors, which may exercise all the powers of the Corporation except such as are by the laws of Delaware or the Certificate of Incorporation or these By-laws required to be exercised or done by the stockholders.

Section 2.2. *Number, Method of Election, Terms of Office of Directors.* The number of Directors which shall constitute the whole Board of Directors shall be such as from time to time shall be determined by resolution of the Board of Directors, but the number shall not be less than one provided that the tenure of a Director shall not be affected by any decrease in the number of Directors so made by the Board. Each Director shall hold office until his successor is elected and qualified, provided however that a Director may resign at any time.

Section 2.3. *Vacancies on Board of Directors.*

(a) Any Director may resign his office at any time by delivering his resignation in writing to the Chairman or the President or the Secretary. It will take effect at the time specified therein, or if no time is specified, it will he effective at the time of its receipt by the Corporation. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

(b) Any vacancy or newly created Directorship resulting from any increase in the authorized number of Directors may be filled by vote of a majority of the Directors then in office, though less than a quorum, and any Director so chosen shall hold office until the next annual election of Directors by the stockholders and until his successor is duly elected and qualified, or until his earlier resignation or removal.

Section 2.4. *Meetings of the Board of Directors.*

(a) The Board of Directors may hold their meetings, both regular and special, either within or outside the State of Delaware.

(b) Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by resolution of the Board of Directors.

(c) The first meeting of each newly elected Board of Directors except the initial Board of Directors shall be held as soon as practicable after the Annual Meeting of the stockholders for the election of officers and the transaction of such other business as may come before it.

(d) Special meetings of the Board of Directors shall be held whenever called by direction of the Chairman or the President or at the request of Directors constituting one-third of the number of Directors then in office, but not less than two Directors.

(e) The Secretary shall give notice to each Director of any meeting of the Board of Directors by mailing the same at least two days before the meeting or by telegraphing or delivering the same not later than the day before the meeting. Such notice need not include a statement of the business to be transacted at, or the purpose of, any such meeting. Any and all business may be transacted at any meeting of the Board of Directors. No notice of any adjourned meeting need be given. No notice to or waiver by any Director shall be required with respect to any meeting at which the Director is present.

Section 2.5. *Quorum and Action.* A majority of the entire Board of Directors shall constitute a quorum for the transaction of business; but if there shall be less than a quorum at any meeting of the Board, a majority of those present may adjourn the meeting from time to time. Unless otherwise provided by the laws of Delaware, the Certificate of Incorporation or these Bylaws, the act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.6. *Presiding Officer and Secretary of Meeting.* The Chairman or, in his absence, a member of the Board of Directors selected by the members present, shall preside at meetings of the Board. The Secretary shall act as secretary of the meeting, but in his absence the presiding officers shall appoint a secretary of the meeting.

Section 2.7. *Action by Consent Without Meeting.* Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing and the writing or writings are filed with the records of the Board or committee.

Section 2.8. *Executive Committee.* The Board of Directors may appoint from among its members and from time to time may fill vacancies in an Executive Committee to serve during the pleasure of the Board. The Executive Committee shall consist of three members, or such greater number of members as the Board of Directors may by resolution from time to time fix. One of such members shall be the Chairman of the Board and another shall be the Vice Chairman of the Board, who shall be the presiding officer of the Committee. During the intervals between the meetings of the Board, the Executive Committee shall possess and may exercise all of the powers of the Board in the management of the business and affairs of the Corporation conferred by these By-laws or otherwise. The Committee shall keep a record of all its proceedings and report the same to the Board. A majority of the members of the Committee shall constitute a quorum. The act of a majority of the members of the Committee present at any meeting at which a quorum is present shall be the act of the Committee.

Section 2.9. *Other Committees.* The Board of Directors may also appoint from among its members such other committees of two or more Directors as it may from time to time deem desirable, and may delegate to such committees such powers of the Board as it may consider appropriate.

Section 2.10. *Compensation of Directors.* Directors shall receive such reasonable compensation for their service on the Board of Directors or any committees thereof, whether in the form of salary or a fixed fee for attendance at meetings, or both, with expenses, if any, as the Board of Directors may from time to time determine. Nothing herein contained shall be construed to preclude any Director from serving in any other capacity and receiving compensation therefor.

ARTICLE III

OFFICERS

Section 3.1. *Executive Officers of the Corporation.* The executive officers of the Corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. The Board of Directors also may appoint a Chairman of the Board, a Vice Chairman of the Board, and one or more Vice Presidents, Assistant Secretaries and Assistant Treasurers. Any two offices except those of Chairman of the Board and Vice Chairman of the Board, President and Vice President, or President and Secretary may be filled by tire same person. None of the officers need be a member of the Board except the Chairman of the Board and the Vice Chairman of the Board.

Section 3.2. *Choosing of Executive Officers.* The Board of Directors at its first meeting after each Annual Meeting of Stockholders shall choose a President, a Secretary and a Treasurer.

Section 3.3. *Additional Officers.* The Board of Directors may appoint such other officers and agents 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 3.4. *Salaries.* The salaries of all officers and agents of the Corporation specially appointed by the Board shall be fixed by the Board of Directors.

Section 3.5. *Term, Removal and Vacancies.* The officers of the Corporation shall hold office until their respective successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise shall be filled by the Board of Directors.

Section 3.6. *Chairman of the Board.* The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and of the stockholders. He shall be the Chief Executive Officer of the Company, unless the Board has designated the President as the Chief Executive Officer. In the absence or disability of the Chairman of the Board: (a) the Vice Chairman of the Board shall preside at all meetings of the Board of Directors and of the stockholders, and (b) the powers and duties of the Chairman of the Board shall be exercised jointly by the Vice Chairman of the Board and the President until such authority is altered by action of the Board of Directors. The Chairman of the Board shall present to the Annual Meeting of Stockholders a report of the business of the preceding fiscal year.

Section 3.7. *Vice Chairman of the Board.* The Vice Chairman of the Board, if any, shall have such powers and perform such duties as are provided in these By-laws or as may be delegated to him by the Chairman of the Board, and shall perform such other duties as may from time to time be assigned to him by the Board of Directors.

Section 3.8. *President.* The President shall have such powers and perform such duties as are provided in these By-laws or as may be delegated to him by the Board of Directors or tire Chairman of the Board. If there is no Chairman of the Board, the President shall be the Chief Executive Officer of the Corporation and shall have all the duties and responsibilities previously enumerated for the Chairman of the Board. In the absence of the Chairman of the Board and the Vice Chairman of the Board, the President shall preside at all meetings of the stockholders.

Section 3.9. *Powers and Duties of the Chief Executive Officer.* The Chief Executive Officer shall have general charge and supervision of the business of the Corporation and shall exercise and perform all the duties incident to the office of the Chief Executive Officer. He shall have direct supervision of the other officers and shall also exercise and perform such powers and duties as may be assigned to him by the Board of Directors.

Section 3.10. *Powers and Duties of Vice Presidents.* Any Vice President designated by the Board of Directors shall, in the absence, disability, or inability to act of the President, perform all duties and exercise all the powers of the President and shall perform such other duties as the Board may from time to time prescribe. Each Vice President shall have such other powers and shall perform such other duties as may be assigned to him by the Board.

Section 3.11. *Powers and Duties of Treasurer and Assistant Treasurers.*

(a) The Treasurer shall have the care and custody of all the funds and securities of the Corporation except as may be otherwise ordered by the Board of Directors, and shall cause such funds to be deposited to the credit of the Corporation in such banks or depositories as may be designated by the Board of Directors, the Chairman, the President or the Treasurer, and shall cause such securities to be placed in safekeeping in such manner as may be designated by the Board of Directors, the Chairman, the President or the Treasurer.

(b) The Treasurer, or an Assistant Treasurer, or such other person or persons as may be designated for such purpose by the Board of Directors, the Chairman, the President or the Treasurer, may endorse in the name and on behalf of the Corporation all instruments for the payment of money, bills of lading, warehouse receipts, insurance policies and other commercial documents requiring such endorsement.

(c) The Treasurer, or an Assistant Treasurer, or such other person or persons as may be designated for such purpose by the Board of Directors, the Chairman, the President or the Treasurer, may sign all receipts and vouchers for payments made to the Corporation; he shall render a statement of the cash account of the Corporation to the Board of Directors as often as it shall require the same; he shall enter regularly in books to be kept by him for that purpose full and accurate accounts of all moneys received and paid by him on account of the Corporation and of all securities received and delivered by the Corporation.

(d) Each Assistant Treasurer shall perform such duties as may from time to time be assigned to him by the Treasurer or by the Board of Directors. In the event of the absence of the Treasurer or his incapacity or inability to act, then any Assistant Treasurer may perform any of the duties and may exercise any of the powers of the Treasurer.

Section 3.12. *Powers and Duties of Secretary and Assistant Secretaries.*

(a) The Secretary shall attend all meetings of the Board, all meetings of the stockholders, and shall keep the minutes of all proceedings of the stockholders and the Board of Directors in proper books provided for that purpose. The Secretary shall attend to the giving and serving of all notices of the Corporation in accordance with the provisions of the By-laws and as required by the laws of Delaware. The Secretary may, with the President, a Vice President or other authorized officer, sign all contracts and other documents in the name of the Corporation. He shall perform such other duties as may be prescribed in these By-laws or assigned to him and all other acts incident to the position of Secretary.

(b) Each Assistant Secretary shall perform such duties as may from time to time be assigned to him by the Secretary or by the Board of Directors. In the event of the absence of the Secretary or his incapacity or inability to act, then any Assistant Secretary may perform any of the duties and may exercise any of the powers of the Secretary.

(c) In no case shall the Secretary or any Assistant Secretary, without the express authorization and direction of the Board of Directors, have any responsibility for, or any duty or authority with respect to, the withholding or payment of any federal, state or local taxes of the Corporation, or the preparation or filing of any tax return.

ARTICLE IV

CAPITAL STOCK

Section 4.1. *Stock Certificates.*

(a) Every holder of stock in the Corporation shall be entitled to have a certificate signed in the name of the Corporation by the Chairman or the President or the Vice Chairman or a Vice President, and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary, certifying the number of shares owned by him.

(b) If such a certificate is countersigned by a transfer agent other than the Corporation or its employee, or by a registrar other than the Corporation or its employee, the signatures of the officers of the Corporation may be facsimiles and, if permitted by Delaware law, any other signature on the certificate may be a facsimile.

(c) In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of issue.

(d) Certificates of stock shall be issued in such form not inconsistent with the Certificate of Incorporation as shall be approved by the Board of Directors. They shall be numbered and registered in the order in which they are issued. No certificate shall he issued until fully paid.

Section 4.2. *Record Ownership.* A record of the name and address of the holder of each certificate, the number of shares represented thereby, and the date of issue thereof shall be made on the Corporation's books. The Corporation shall be entitled to treat the holder of record of any share of stock as the holder in fact thereof, and accordingly shall not be bound to recognize any equitable or other claim to or interest in any share on the part of any other person, whether or not it shall have express or other notice thereof, except as required by the laws of Delaware.

Section 4.3. *Transfer of Record Ownership.* Transfers of stock shall be made on the books of the Corporation only by direction of the person named in the certificate or his attorney, lawfully constituted in writing, and only upon the surrender of the certificate therefor and a written assignment of tire shares evidenced thereby. Whenever any transfer of stock shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented to the Corporation for transfer, both the transferor and transferee request the Corporation to do so.

Section 4.4. *Lost, Stolen or Destroyed Certificates.* Certificates representing shares of the stock of the Corporation shall be issued in place of any certificate alleged to have been lost, stolen or destroyed in such manner and on such terms and conditions as the Board of Directors from time to time may authorize.

Section 4.5. *Transfer Agent, Registrar, Rules Respecting Certificates.* The Corporation shall maintain one or more transfer offices or agencies where stock of the Corporation shall be transferable. The Corporation shall also maintain one or more registry offices where such stock shall be registered. The Board of Directors may make such rules and regulations as it may deem expedient concerning the issue, transfer and registration of stock certificates.

Section 4.6. *Fixing Record Date for Determination of Stockholders of Record* The Board of Directors may fix in advance a date as the record date for the purpose of determining the stockholders entitled to notice of, or to vote at, any meeting of the stockholders or any adjournment thereof, or the stockholders entitled to receive payment of any dividend or other distribution or the allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock, or to express consent to corporate action in writing without a meeting, or in order to make a determination of the stockholders for the purpose of any other lawful action. Such record date in any case shall not be more than sixty days nor less than ten days before the date of a meeting of the stockholders, nor more than sixty days prior to any other action requiring such determination of the stockholders. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

ARTICLE V

SECURITIES HELD BY THE CORPORATION

Section 5.1. *Voting.* Unless the Board of Directors shall otherwise order, the Chairman, the Vice Chairman, the President, any Vice President or the Treasurer shall have full power and authority on behalf of the Corporation to attend, act and vote at any meeting of the stockholders of any corporation in which the Corporation may hold stock and at such meeting to exercise any or all rights and powers

incident to the ownership of such stock, and to execute on behalf of the Corporation a proxy or proxies empowering another or others to act as aforesaid. The Board of Directors from time to time may confer like powers upon any other person or persons.

Section 5.2. *General Authorization to Transfer Securities Held by the Corporation.*

(a) Any of the following officers, to-wit: the Chairman, the President, any Vice President, the Treasurer or the Secretary of the Corporation shall be and are hereby authorized and empowered to transfer, convert, endorse, sell, assign, set over and deliver any and all shares of stock, bonds, debentures, notes, subscription, warrants, stock purchase warrants, evidences of indebtedness, or other securities now or hereafter standing in the name of or owned by the Corporation, and to make, execute and deliver under the seal of the Corporation any and all written instruments of assignment and transfer necessary or proper to effectuate the authority hereby conferred.

(b) Whenever there shall be annexed to any instrument of assignment and transfer executed, pursuant to and in accordance with the foregoing paragraph (a), a certificate of the Secretary or an Assistant Secretary of the Corporation in office at the date of such certificate setting forth the provisions hereof and stating that they are in full force and effect and setting forth the names of persons who are then officers of the Corporation, then all persons to whom such instrument and annexed certificate shall thereafter come shall he entitled, without further inquiry or investigation and regardless of the date of such certificate, to assume and to act in reliance upon the assumption that the shares of stock or other securities named in such instrument were theretofore duly and properly transferred, endorsed, sold, assigned, set over and delivered by the Corporation, and that with respect to such securities the authority of these provisions of the By-laws and of such officers is still in full force and effect.

ARTICLE VI

DIVIDENDS

Section 6.1. *Declaration of Dividends,* Dividends upon the capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation.

Section 6.2. *Payment and Reserves.* Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the directors may modify or abolish any such reserves in the manner in which they were created.

Section 6.3. *Record Date.* The Board of Directors may, to the extent provided by law, prescribe a period, in no event in excess of sixty (60) days, prior to the date for payment of any dividend, as a record date for the determination of stockholders entitled to receive payment of any such dividend, and in such case such stockholders and only such stockholders as shall be stockholders of record on said date so fixed shall be entitled to receive payment of such dividend, notwithstanding any transfer of any stock on the books of the Corporation after any such record date fixed as aforesaid.

ARTICLE VII

GENERAL PROVISIONS

Section 7.1. *Signatures of Officers.* All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The signature of any officer upon any of the foregoing instruments may be a facsimile whenever authorized by the Board.

Section 7.2. *Fiscal Year.* The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 7.3. *Seal.* Upon resolution of the Board of Directors, the Corporation may elect to have a corporate seal. In such event, the corporate seal shall have inscribed thereon the name of the Corporation, the year of its incorporation and the words "Corporate Seal, Delaware". Said seal may be used for causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VIII

WAIVER OF OR DISPENSING WITH NOTICE

Whenever any notice of the time, place or purpose of any meeting of the stockholders, Directors or a committee is required to be given under the laws of Delaware, the Certificate of Incorporation or these By-laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the holding thereof, or actual attendance at the meeting in person, or in the case of the stockholders, by his attorney-in-fact, shall be deemed equivalent to the giving of such notice to such persons. No notice need be given to any person with whom communication is made unlawful by any law of the United States or any rule, regulation, proclamation or executive order issued under any such law.

ARTICLE IX

AMENDMENT OF BY-LAWS

These By-laws, or any of them, may from time to time be supplemented, amended or repealed by the Board of Directors, or by the vote of a majority in interest of the stockholders represented and entitled to vote at any meeting at which a quorum is present.

QuickLinks

Exhibit 3.28

GICHNER SYSTEMS GROUP, INC.

AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

pursuant to Sections 242 and 245 of the Delaware General Corporation

Gichner Systems Group, Inc., a corporation organized under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

1. The name of the Corporation is Gichner Systems Group, Inc. and the name under which the Corporation was originally incorporated is GSC Acquisition Corporation.

2. The original Certificate of Incorporation of the Corporation was filed with the Secretary of State of Delaware on December 20, 1988.

3. The original Certificate of Incorporation of the Corporation was amended and restated on January 24, 1996.

4. This Amended and Restated Certificate of Incorporation was authorized and adopted by the Board of Directors and the sole stockholder of the Corporation by unanimous written consent on December 14 , 1999 pursuant to Sections 141, 228, 242 and 245 of the Delaware General Corporation Law.

5. The Certificate of Incorporation of the Corporation, as heretofore amended, is hereby restated and further amended to read in its entirety as follows:

FIRST:	The name of the Corporation is GICHNER SYSTEMS GROUP, INC.
SECOND:	The Corporation's registered office and place of business in the State of Delaware is located at 1013 Centre Road, City of Wilmington, County of Newcastle, Delaware 19805. The name of the registered agent of the Corporation in the State of Delaware is Corporation Service Company.
THIRD:	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 the State of Delaware.
FOURTH:	The total authorized capital stock of the corporation shall consist of 1,000 shares of common stock, par value $0.01 per share.
FIFTH:	A. The liability of the corporation's directors to the Corporation or stockholders is and shall be eliminated to the fullest extent permitted by the Delaware General Corporation Law (including, without limitation, Section 102(b)(7) thereof), as amended from time to time.

B. The corporation shall, to the fullest extent permitted by the Delaware General Corporation Law (including, without limitation, section 145 thereof), as the same may be amended from time to time, indemnify and advance expenses to any director or officer whom it shall have power to indemnify from and against any nature, and the indemnification and right to advancement of expenses provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any By-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her 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 director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

SIXTH: The Corporation shall not, nor shall it cause or permit any subsidiary (whether existing now or in the future) to, (i) commence a voluntary case concerning itself under Title 11 of the United States Code entitled "Bankruptcy," as now or hereafter in effect, or any successor thereto (the "Bankruptcy Code"); (ii) consent to the commencement of an involuntary case concerning itself under the Bankruptcy Code; (iii) consent to the appointment of a custodian (as defined in the Bankruptcy code) for all or substantially all of its property; (iv) commence, or consent to the commencement of, any other proceeding under any reorganization, arrangement, adjustment, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to itself; (v) make a general assignment for the benefit of creditors; or (vi) amend its certificate of incorporation or other organizational documents to eliminate or modify the provisions set forth in this Section SIXTH (or any comparable provisions set forth in the organizational documents of any subsidiary) in any such case, without the express written consent of all of the stockholders of the Corporation.

IN WITNESS WHEREOF, the Corporation has caused the undersigned officer of the corporation to sign this instrument this 14 day of December, 1999, and acknowledges, under penalty of perjury, the truth of the matters stated herein and that this Amended and Restated Certificate of Incorporation constitutes the act and deed of the corporation and of the undersigned officer.

GICHNER SYSTEMS GROUP, INC.

By: /s/ Harry Armon

Name: Harry Armon
Title: President

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
GICHNER SYSTEMS GROUP, INC.

Gichner Systems Group, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), originally incorporated on December 20, 1988,

DOES HEREBY CERTIFY:

FIRST: That in lien of a meeting in accordance with the provisions of Section 141 of the General Corporation Law of the State of Delaware, the Board of Directors of the Corporation have given written consent to a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said Corporation:

RESOLVED, that the Certificate of Incorporation of Gichner Systems Group, Inc. be amended by amending and restating Article FIRST thereof in its entirety so that, as amended and restated, said Article shall be and read as follows:

FIRST: The name of the Corporation is Gichner Systems International, Inc.

SECOND: That in lieu of a meeting and vote of the holders of the Corporation's capital stock entitled to vote on such amendment, a majority of the holders of voting shares of the Corporation have given written consent to said amendment in accordance with the provisions of the Corporation's Certificate of Incorporation and Section 228 of the General Corporation Law of the State of Delaware. Written notice of the adoption of the amendment has been given as provided in Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242, 141 and 228 of the Delaware General Corporation Law.

IN WITNESS WHEREOF, said Gichner Systems Group, Inc. has caused this Certificate to be signed by the undersigned this 22nd day of August, 2007.

GICHNER SYSTEMS GROUP, INC.

By: Gichner Acquisition, inc.
Its: Sole Stockholder

By: /s/ Russell Greenberg

Russell Greenberg
Its: Vice President

QuickLinks

Exhibit 3.29

GICHNER SYSTEMS INTERNATIONAL, INC.

A Delaware Corporation

BY-LAWS

ARTICLE I.

STOCKHOLDERS

Section A. *Annual Meeting.*

An annual meeting of stockholders for the purpose of electing the members of the Board of Directors and of transacting such other business as may come before it shall be held each year at such date, time, and place, either within or without the State of Delaware, as may be specified by the Board of Directors.

Section B. *Special Meetings.*

Special meetings of stockholders for any purpose or purposes may be held at any time upon call of the Chairman of the Board, if any, the President, or a majority of the Board of Directors, at such time and place either within or without the State of Delaware as may be stated in the notice. A special meeting of stockholders shall be called by the President upon the written request, stating time, place, and the purpose or purposes of the meeting, of stockholders who together own of record 25% of the outstanding stock of all classes entitled to vote at such meeting.

Section C. *Notice of Meetings.*

Written notice of stockholders meetings, stating the place, date, and hour thereof, and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given by the Chairman of the Board, if any, the Chief Executive Officer, the President, any Vice President, the Secretary, or an Assistant Secretary, to each stockholder entitled to vote thereat at least ten (10) days but not more than sixty (60) days before the date of the meeting, unless a different period is prescribed by law.

Section D. *Quorum.*

Except as otherwise provided by law or in the Certificate of Incorporation or these By-Laws, at any meeting of stockholders, the holders of a majority of the outstanding shares of each class of stock entitled to vote at the meeting shall be present or represented by proxy in order to constitute a quorum for the transaction of any business. In the absence of a quorum, a majority in interest of the stockholders present or the chairman of the meeting may adjourn the meeting from time to time in the manner provided in Section 1.5 of these By-Laws until a quorum shall attend.

Section E. *Adjournment.*

Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section F. *Organization.*

The Chairman of the Board, if any, or in his absence the Chief Executive Officer, or in his absence, the President, or in their absence, the Secretary, shall call to order meetings of stockholders and shall act as chairman of such meetings. The Board of Directors or, if the Board fails to act, the stockholders, may appoint any stockholder, director, or officer of the Corporation to act as chairman of any meeting in the absence of the Chairman of the Board, the President and the Secretary.

The Secretary of the Corporation shall act as secretary of all meetings of stockholders, but, in the absence of the Secretary, the chairman of the meeting may appoint any other person to act as secretary of the meeting.

Section G. *Voting.*

Except as otherwise provided by law or in the Certificate of Incorporation or these By-Laws and except for the election of directors, at any meeting duly called and held at which a quorum is present, a majority of the votes cast at such meeting upon a given question by the holders of outstanding shares of stock of all classes of stock of the Corporation entitled to vote thereon who are present in person or by proxy shall decide such question. At any meeting duly called and held for the election of directors at which a quorum is present, directors shall be elected by a plurality of the votes cast by the holders (acting as such) of shares of stock of the Corporation entitled to elect such directors.

ARTICLE II.

BOARD OF DIRECTORS

Section A. *Number and Term of Office.*

The business, property, and affairs of the Corporation shall be managed by or under the direction of a Board of three (3) directors; provided, however, that the Board, by resolution adopted by vote of a majority of the then authorized number of directors, may increase or decrease the number of directors. The directors shall be elected by the holders of shares entitled to vote thereon at the annual meeting of stockholders, and each shall serve (subject to the provisions of Article IV) until the next succeeding annual meeting of stockholders and until his respective successor has been elected and qualified.

Section B. *Chairman of the Board.*

The directors may elect one of their members to be Chairman of the Board of Directors. The Chairman shall be subject to the control of and may be removed by the Board of Directors. He shall perform such duties as may from time to time be assigned to him by the Board.

Section C. *Meetings.*

Regular meetings of the Board of Directors may be held at such places within or without the State of Delaware and at such times as the Board of Directors may from time to time determine, and if so determined notices thereof need not be given.

Special meetings of the Board of Directors may be held at any time or place within or without the State of Delaware whenever called by the Chairman of the Board, the President, any Vice President, the Secretary, or by a plurality of directors in office. Reasonable notice thereof shall be given buy the person or persons calling the meeting, not later than the second day before the date of the special meeting.

Section D. *Quorum and Organization of Meetings.*

A majority of the total number of members of the Board of Directors as constituted from time to time shall constitute a quorum for the transaction of business, but, if at any meeting of the Board of Directors (whether or not adjourned from a previous meeting) there shall be less than a quorum

present, a majority of those present may adjourn the meeting to another time and place, and the meeting may be held as adjourned without further notice or waiver. Except as otherwise provided by law or in the Certificate of Incorporation of these By-Laws, a majority of the directors present at any meeting at which a quorum is present may decide any question brought before such meeting. Meetings shall be presided over by the Chairman of the Board, if any, or in his absence by the Chief Executive Officer, or in his absence, by the President, or in their absence, by such other person as the directors may select. The Secretary of the Corporation shall act as secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section E. *Committees.*

The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business, property, and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have power or authority in reference to amending the Certificate of Incorporation of the Corporation (except that a committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the Board of Directors pursuant to authority expressly granted to the Board of Directors by the Corporation's Certificate of Incorporation, fix any of the preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the Corporation, or the conversion into, or the exchange of such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the Corporation), adopting an agreement of merger or consolidation under Section 251 or 252 of the General Corporation Law of the State of Delaware, recommending to the stockholders the sale, lease, or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of dissolution, or amending these By-Laws; and, unless the resolution expressly so provided, no such committee shall have the power or authority to declare a dividend, to authorize the issuance of stock, or to adopt a certificate of ownership and merger pursuant to Section 253 of the General Corporation Law of the State of Delaware. Each committee which may be established by the Directors pursuant to these By-Laws may fix its own rules and procedures. Notice of meetings of committees, other than of regular meetings provided for by the rules, shall be given to committee members. All action taken by committees shall be recorded in minutes of the meeting.

Section F. *Action Without Meeting.*

Nothing contained in these By-Laws shall be deemed to restrict the power of members of the Board of Directors or any committee designated by the Board to take any action required or permitted to be taken by them without a meeting.

Section G. *Telephone Meetings.*

Nothing contained in these By-Laws shall be deemed to restrict the power of members of the Board of Directors, or any committee designated by the Board, to participate in a meeting of the Board, or committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other,

ARTICLE III.

OFFICERS

Section A. *Executive Officers.*

The executive officers of the Corporation shall be a Chief Executive Officer, a President, one or more Vice Presidents, a Treasurer, and a Secretary, each of whom shall be elected by the Board of Directors. The Board of Directors may elect or appoint such other officers (including a Controller and one or more Assistant Treasurers and Assistant Secretaries) as it may deem necessary or desirable. Each officer shall hold office for such term as may be prescribed by the Board of Directors from time to time. Any person may hold at one time two or more offices.

Section B. *Powers and Duties.*

The Chairman of the Board, if any, or, in his absence, the Chief Executive Officer, or in his absence, the President, shall preside at all meetings of the stockholders and of the Board of Directors. The officers and agents of the Corporation shall each have such powers and authority and shall perform such duties of the management of the business, property, and affairs of the Corporation as generally pertain to their respective offices, as well as such powers and authorities and such duties as from time to time may be prescribed by the Board of Directors.

ARTICLE IV.

RESIGNATIONS, REMOVALS, AND VACANCIES

Section A. *Resignations.*

Any director or officer of the Corporation, or any member of any committee, may resign at any time by giving written notice to the Board of Directors, the Chief Executive Officer, the President, or the Secretary of the Corporation. Any such resignation shall take effect at the time specified therein or, if the time be not specified therein, then upon receipt thereof. The acceptance of such resignation shall not be necessary to make it effective.

Section B. *Removals.*

The Board of Directors, by a vote of not less than a majority of the entire Board, at any meeting thereof, or by written consent, at any time, may, to the extent permitted by law, remove with or without cause from office or terminate the employment of any officer or member of any committee and may, with or without cause, disband any committee.

Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares entitled at the time to vote at an election of directors.

Section C. *Vacancies.*

Any vacancy in the office of any director or officer through death, resignation, removal, disqualification, or other cause, and any additional directorship resulting from increase in the number of directors, may be filled at any time by a majority of the directors then in office (even though less than a quorum remains) or, in the case of any vacancy in the office of any director, by the stockholders, and, subject to the provisions of this Article IV, the person so chosen shall hold office until his successor shall have been elected and qualified; or, if the person so chosen is a director elected to fill a vacancy, he shall (subject to the provisions of this Article IV) hold office for the unexpired term of his predecessor.

ARTICLE V.

CAPITAL STOCK

Section A. *Stock Certificates.*

The certificates for shares of the capital stock of the Corporation shall be in such form as shall be prescribed by law and approved, from time to time, by the Board of Directors.

Section B. *Transfer of Shares.*

Shares of the capital stock of the Corporation may be transferred on the books of the Corporation only by the holder of such shares or by his duly authorized attorney, upon the surrender to the Corporation or its transfer agent of the certificate representing such stock properly endorsed.

Section C. *Fixing Record Date.*

In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof or to express consent to corporate action in writing without a meeting, 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 of Directors may fix, in advance, a record date, which, unless otherwise provided by law, shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action.

Section D. *Lost Certificates.*

The Board of Directors or any transfer agent of the Corporation may direct a new certificate or certificates representing stock of the Corporation to be issued in place of any certificate or certificates theretofore issued by the Corporation, alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen, or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors (or any transfer agent of the Corporation authorized to do so by a resolution of the Board of Directors) may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen, or destroyed certificate or certificates, or his legal representative, to give the Corporation a bond in such sum as the Board of Directors (or any transfer agent so authorized) shall direct to indemnify the Corporation against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen, or destroyed or the issuance of such new certificates, and such requirement may be general or confined to specific instances.

Section E. *Regulations.*

The Board of Directors shall have power and authority to make all such rules and regulations as it may deem expedient concerning the issue, transfer, registration, cancellation, and replacement of certificates representing stock of the Corporation.

ARTICLE VI.

MISCELLANEOUS

Section A. *Corporate Seal.*

The corporate seal shall have inscribed thereon the name of the Corporation, the year of its organization, and the words "Corporate Seal" and "Delaware."

Section B. *Fiscal Year.*

The fiscal year of the Corporation shall be determined by resolution of the Board of Directors.

Section C. *Notices and Waivers Thereof.*

Whenever any notice whatever is required by law, the Certificate of Incorporation, or these By-Laws to be given to any stockholder, director, or officer, such notice, except as otherwise provided by law, may be given personally, or by mail, or, in the case of directors or officers, by telefax, telegram, cable, or electronic mail, addressed to such address as appears on the books of the Corporation. Any notice given by telefax, facsimile, telegram, cable or radiogram shall be deemed to have been given when it shall have been delivered for transmission and any notice given by mail shall be deemed to have been given when it shall have been deposited in the United States mail with postage thereon prepaid.

Whenever any notice is required to be given by law, the Certificate of Incorporation, or these By-Laws, a written waiver thereof, signed by the person entitled to such notice, whether before or after the meeting or the time stated therein, shall be deemed equivalent in all respects to such notice to the full extent permitted by law.

Section D. *Stock of Other Corporations or Other Interests.*

Unless otherwise ordered by the Board of Directors, the President, the Secretary, and such attorneys or agents of the Corporation as may be from time to time authorized by the Board of Directors or the President, shall have full power and authority on behalf of this Corporation to attend and to act and vote in person or by proxy at any meeting of the holders of securities of any corporation or other entity in which this Corporation may own or hold shares or other securities, and at such meetings shall possess and may exercise all the rights and powers incident to the ownership of such shares or other securities which this Corporation, as the owner or holder thereof, might have possessed and exercised if present. The President, the Secretary, or such attorneys or agents, may also execute and deliver on behalf of this Corporation powers of attorney, proxies, consents, waivers, and other instruments relating to the shares or securities owned or held by this Corporation.

ARTICLE VII.

AMENDMENTS

The holders of shares entitled at the time to vote for the election of directors shall have power to adopt, amend, or repeal the By-Laws of the Corporation by vote of not less than a majority of such shares, and except as otherwise provided by law, the Board of Directors shall have power equal in all respects to that of the stockholders to adopt, amend, or repeal the By-Laws by vote of not less than a majority of the entire Board. However, any By-Law adopted by the Board may be amended or repealed by vote of the holders of a majority of the shares entitled at the time to vote for the election of directors.

QuickLinks

Exhibit 3.30

FOURTH AMENDED AND RESTATED ARTICLES OF INCORPORATION OF HAVERSTICK CONSULTING, INC.

Haverstick Consulting Inc. (the "Corporation"), a corporation duly organized and existing pursuant to the provisions of the Indiana Business Corporation Law (the "Corporation Law"), hereby amends and restates Its Articles of Incorporation as follows:

Article I. NAME

Section 1.01 The name of the Corporation is Haverstick Consulting, Inc.

Article II. REGISTERED OFFICE AND AGENT

Section 2.01 The street address of the Corporation's initial registered office is 11405 North Pennsylvania, Suite 210, Carrnel, Indiana 46032, and the name of its registered agent at such office is Anthony J. Rose.

Article IV. NUMBER AND CLASSIFICATION OF AUTHORIZED COMMON SHARES

Section 3.01 The total number of shares that the Corporation has authority to issue shall be 500,000,000 common shares (the "Common Shares"), consisting of 450,000,000 Voting Common Shares ("Voting Common Shares") and 50,000,000 Nonvoting Common Shares ("Nonvoting Common Shares").

Section 3.02 The Corporation, acting by the affirmative vote or written consent of the holders of a majority of the issued and outstanding Voting Common Shares and without notice to or the approval or consent of the holders of Nonvoting Common Shares, may at any time elect to convert all or any portion of the issued and outstanding shares of Nonvoting Common Shares to a like number of Voting Common Shares. Such conversion shall be effective Immediately upon the Corporation's election and approval thereof, and all certificates representing Nonvoting Common Shares then issued and outstanding shall automatically thereupon and thereafter represent a like number of Voting Common Shares without any further action required in respect thereof. All Issued and outstanding Nonvoting Common Shares shall be automatically converted to a like number of Voting Common Shares, and all certificates representing Nonvoting Common Shares then Issued and outstanding shall automatically thereupon and thereafter represent a like number of Voting Common Shares without any further action required In respect thereof.

Section 3.03 All of the Issued and outstanding shares of Nonvoting Common Shares shall automatically be converted to a like number of Voting Common Shares upon the occurrence of all of the following: (a) the closing of a primary sale of securities of the Corporation in a registered public offering under the Securities Act of 1933, as amended, underwritten by a regional or national underwriter, (b) pursuant to which such offering the Corporation has a pre-offering valuation in excess o($70 million, and (c) the Corporation's receipt of at least $20 million in connection with such offering.

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

Section 3.04 The Corporation shall notify each holder of Nonvoting Common Shares whose shares are converted of such conversion, and shall replace the certificates representing such converted shares with certificates for Voting Common Shares upon surrender of the certificates for such converted shares, but the failure to do either or both of those things shall not impair the effectiveness of such conversion.

Article IV. TERMS OF COMMON SHARES

Section 4.01 *No Par Value.* The Common Shares shall have no par value, except that, solely for the purpose of any statute or regulation imposing any tax or tee based upon the capitalization of the Corporation, all of the Common Shares shall be deemed to have a par value of $.01 per share.

Section 4.02 *General Terms of All Common Shares.* The Board of Directors of the Corporation may dispose of, Issue, and sell Common Shares in accordance with and in such amounts as may be permitted by the Corporation Law, and for such consideration, at such price or prices, at such time or times and upon such terms and conditions as the Board of Directors of the Corporation shall determine, without the authorization or approval by any shareholders of the Corporation unless such authorization or approval is required by the Corporation Law. Common Shares may be disposed of, Issued, and sold to such persons, firms, or corporations as the Board of Directors may determine, without any preemptive or other right on the part of the owners or holders of other Common Shares to acquire such Common Shares by mason of their ownership of such other Common Shares. The Corporation shall have the power to acquire (by purchase, redemption or otherwise), hold, own, pledge, sell, transfer, assign, reissue, cancel, or otherwise dispose of the Common Shares of the Corporation in the manner and to the extent permitted by the Corporation Law. The power to purchase, redeem, or otherwise acquire the Corporation's own shares, directly or indirectly, may be exercised without pro rats treatment of the owners or holders of any class or series of shares.

Section 4.03 *Rights to Dividends and Distributions.* Except for differences in voting rights between the Voting Common Shares and the Nonvoting Common Shares as specified in Article V, the Common Shares shall be equal in every respect insofar as their relationship to the Corporation is concerned, but such equality of rights shall not imply equality of treatment as to redemption or other acquisition of shares by the Corporation. The holders of Common Shares shall be entitled to share ratably, according to the number of Common Shares held by them, in such dividends or other distributions (other than purchases, redemptions, or other acquisition of Common Shares), if any, as are declared and paid from time to time on the Common Shares at the discretion of the Board of Directors. In the event of any liquidation, dissolution, or winding up of the Corporation, either voluntary or Involuntary, the holders of Common Shares shall be entitled to share, ratably according to the number of Common Shares held by them, in all assets of the corporation available for distribution to its shareholders.

Article V. VOTING RIGHTS

Section 5.01 *Voting Common Shares.* Voting Common Shares shall have unlimited voting rights. At every meeting of the shareholders of the Corporation, every holder of Voting Common Shares shall be entitled to one vote for each Voting Common Share standing in such holder's name on the share transfer records of the Corporation on the record date for such meeting.

Section 5.02 *Nonvoting Common Shares.* Except as otherwise provided by the Corporation Law, Nonvoting Common Shares shall have no voting rights or powers. Each Nonvoting Common Share shall, when validly issued by the Corporation, entitle the record holder thereof as of the applicable record date to one vote on such matters, but only on such matters, as the holders thereof are entitled to vote under the Corporation Law.

Article VI. DIRECTORS

Section 6.01 *Number.* The number of Directors shall be fixed by, or fixed in accordance with, the Bylaws. The Bylaws may also provide for staggering the terms of the members of the Board of Directors to the fullest extent permitted by the Corporation Law.

Section 6.02 *Vacancies.* Any vacancy in the Board of Directors, from whatever cause arising, including any increase in the size of the Board of Directors, shall be Red by selection of a new Director by a majority vote of the remaining members of the Board of Directors (even if less that a quorum); provided, however, that, it such vacancy or vacancies leave the Board of Directors with no members or if the remaining members of the Board of Directors are unable to agree upon a new Director or determine not to select a new Director, such vacancy may be filled by a vote of the shareholders at a special meeting called for that purpose or at the next annual meeting of shareholders. The term of a Director elected or selected to fill a vacancy shall expire at the end of the term for which such Director's predecessor was elected, or, in the case of a vacancy created by an increase in the size of the Board of Directors, the term of the new Director shall expire as of the next annual meeting of the shareholders or, if later, when a successor is elected and qualified.

Section 6.03 *Limited Liability of Directors.* Directors shall be immune from personal liability for any action taken as a Director, or any failure to take any action, to the fullest extent permitted by the Corporation Law and by general principles of Corporate Law.

Section 6.04 *Removal of Directors.* Any or all of the members of the Board of Directors may be removed, with or without cause, by the affirmative vote of the holders of a majority of the outstanding Common Shares then entitled to vote at an election of Directors. Directors may not be removed by the Board of Directors.

Article VII. MISCELLANEOUS

Section 7.01 *Bylaws.* The Board of Directors, shall have the exclusive power to make, alter, amend, or repeal, or to waive provisions of, the Bylaws of the Corporation by the affirmative vote of a majority of the number of Directors then in office, except as otherwise provided by the Corporation Law.

Section 7.02 *Amendment or Repeal.* The Corporation shall be deemed, for all purposes, to have reserved the right to amend, alter, change or repeal any provision contained in these Restated Articles of Incorporation to the extent and in the manner permitted or prescribed by the Corporation Law, and all rights herein conferred upon shareholders are granted subject to such reservation.

Section 7.03 *Corporation Law.* All references in these Restated Articles of Incorporation to the Corporation Law shall mean the Indiana Business Corporation Law as it may hereafter from time to time be amended and any statute which may in the future supersede or replace, in whole or In part, the Corporation Law.

Section 7.04 *Business Combination Chapter Inapplicable.* In accordance with Indiana Code 23-1-43-22(2), the provisions of Chapter 43 of the Indiana Business Corporation Law do not apply to this Corporation.

IN WITNESS WHEREOF, the foregoing Fourth Amended and Restated Articles of Incorporation of Haverstick Consulting, Inc., have been executed by the undersigned duly authorized officer of the Corporation as of the 13 day of May 2002.

HAVERSTICK CONSULTING, INC.

By: /s/ Anthony J. Rose

Anthony J. Rose, Secretary

ARTICLES OF CORRECTION
HAVERSTICK CONSULTING, INC.

The undersigned, the Secretary of Haverstick Consulting, Inc. (the "**Corporation**"), a corporation existing pursuant to the provisions the Indiana Business Corporation Law ("**IBCL**"), as amended desiring to correct Third Amended and Restated Articles of Incorporation filed with the secretary of State, certifies the following facts:

1. On May 22, 2002, the Corporation submitted Third Amended and Restated Articles of Incorporation of Haverstick Consulting, Inc. (the "**Amended Articles**") for filing with the Secretary of State.

2. The Amended Articles did not reflect their approval by the Shareholders of the Corporation.

3. The Shareholders of the Corporation approved the adoption of the Amended Articles effective as of March 28, 2002.

As a result of the facts stated in the previous paragraphs, the Corporation files these Articles of Correction to note of record that the Third Amended and Restated Articles of Incorporation have been approved and adopted by the Shareholders of the Corporation, effective as of March 28, 2002.

As provided in Indiana Code 23-1-18-5, these Articles of Correction will be effective as of the effective date of the Third Amended and Restated Articles of Incorporation, except as to persons reasonably relying on the uncorrected document and adversely affected by the correction.

All of the Shareholders of the Corporation approved the filing of these Articles of Correction by written consent effective March 28, 2002. The manner of adoption of these Articles of Correction and the vote by which they were adopted constitute full legal compliance with the provisions of the IBCL and the Articles of Incorporation of the Corporation.

IN WITNESS WHEREOF, the undersigned, a duly authorized officer of the Corporation, has signed these Articles of Correction this 29 day of July, 2002.

HAVERSTICK CONSULTING, INC.

By: /s/ Anthony J. Rose

Anthony J. Rose, Secretary

PLAN OF MERGER OF HAVERSTICK ACQUISITION CORPORATION WITH AND INTO HAVERSTICK CONSULTING, INC.

THIS **PLAN OF MERCER** ("plan of merger") dated as of October 1, 2002, adopted and mode by and between **Haverstick Consulting, Inc.**, an Indiana corporation having its registered office at 11405 N. Pennsylvania SI., Suite 210, Carmel, IN 46(132 ("parent corporation"), and **Haverstick Acquisition Corporation**, an Indiana corporation having its registered office at 11405, N. Pennsylvania St., Suite 210, Carmel, IN 46032 ("subsidiary corporation").

WITNESSETH:

WHEREAS, parent corporation is a corporation organized and existing under the laws of the State of Indiana;

WHEREAS, subsidiary corporation is a corporation organized and existing under the laws of the State of Indiana, the authorized capital stock of which consists of 10 shares of common stock ("subsidiary corporation common stock"), of which at the date hereof 10 shares are issued and outstanding and wholly owned by parent corporation; and

WHEREAS, the Board Of Directors of parent corporation deems the merger of subsidiary corporation with and into parent corporation, under and pursuant to the terms and conditions set forth, desirable and in the best interests of the respective corporations and their respective shareholders and the Board Of Directors of parent corporation has adopted a unanimous consent and resolution approving this plan of merger;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereincontained, the parties hereto do hereby agree as follows:

1. **Merger**. Subject to the terms and conditions dons of this plan of merger, on the effective date as defined in ¶ 6, subsidiary corporation shall be merged with and into parent corporation pursuant to the provisions of, and with the effect provided in, the Indiana Business Corporation Act (said transaction being hereinafter referred to as the "merger"). On the effective date, the separate existence of subsidiary corporation shall cease and parent corporation, as the surviving entity, shall continue unaffected and unimpaired by the merger (parent corporation as existing on and after the effective date being hereinafter sometimes referred to as the "surviving corporation").

2. **Articles of Incorporation and Bylaws**. The articles of incorporation and the bylaws of parent corporation in effect immediately prior to the effective date shall be the articles of incorporation and the bylaws of the surviving corporation, in each case until amended in accordance with applicable law.

3. **Board of Directors**. On the effective date, the board of directors of the surviving corporation shall consist of those persons serving as directors of parent corporation immediately tor to the effective date.

4. **Capital**. The shares of capital stock of parent corporation issued and outstanding immediately prior to the effective date shall, on the effective date, continue to be issued and outstanding.

5. **Conversion and Exchange of Shares: Fractional Share Interests**. On the effective date, each share of subsidiary corporation common stuck outstanding or held in the treasury of subsidiary corporation immediately prior to the effective date shall by virtue of the merger he cancelled and no cash, stock, or other property shall be delivered in exchange therefor.

6. **Waiver of Mailing Requirement**. Parent corporation, as the sole shareholder of subsidiary corporation, hereby waives the mailing requirements of Ind. Code § 23-1-40-4(c).

7. **Effective Date of the Merger**. Articles of merger evidencing the transactions contemplated herein shall be delivered to the Indiana Secretary of State for filing. The merger shall be effective at the time and on the date determined pursuant to Ind. Code § 23-1-40-5(b) (such date and time being herein referred to as the "effective date").

8. **Further Assurances**. If at any time the surviving corporation shall consider or he advised that any further assignments, conveyances, or assurances are necessary or desirable to vest, perfect, or confirm in the surviving corporation title to any property or rights of subsidiary corporation, or otherwise carry out the provisions hereto, the proper officers and directors of subsidiary corporation as of the effective date, and thereafter the officers of the surviving corporation acting on behalf of subsidiary corporation, shall execute and deliver any and all proper assignments, conveyances, and assurances, and do all things necessary or desirable to vest, perfect, or confirm title to such property or rights in surviving corporation and otherwise carry out the provisions hereof.

9. **Miscellaneous**.

9.1. This plan of merger may be amended or supplemented at any time by the board of directors of parent.

9.2. The headings of several articles herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this plan of merger.

9.3. For the convenience of the parties hereto and to facilitate the filing and recording of this plan of merger, it may be executed in several counterparts, each of which shall be deemed the original, but all of which together shall constitute one and the same instrument.

9.4. This plan of merger shall be governed by and construed in accordance with the laws of the State of Indiana applicable to agreements made and entirely to be performed in such jurisdiction.

[This space blank intentionally: signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this plan of merger to be executed in counterparts by their duly authorized officers all as of the day and year first above written.

HAVERSTICK CONSULTING, INC.

/s/ Rollin M. Dick

BY: ROLLIN M. DICK
TITLE: VICE CHAIRMAN & CHIEF FINANCIAL OFFICER

HAVERSTICK ACQUISITION CORPORATION

/s/ Rollin M. Dick

BY: ROLLIN M. DICK
TITLE: VICE PRESIDENT

ARTICLES OF MERGER

OF

HAVERSTICK ACQUISITION CORPORATION
(A Delaware Corporation)

WITH AND INTO

HAVERSTICK CONSULTING, INC.
(An Indiana Corporation)

In compliance with the requirements of the Indiana Business Corporation Law, as amended (the "Act"), the undersigned corporation, desiring to effect a merger, sets forth the following facts:

Article I

SURVIVING CORPORATION

Section 1. The name of the corporation surviving the merger is Haverstick Consulting, Inc. (the "Surviving Corporation"), and such name is not being changed as a result of the merger.

Section 2. The Surviving Corporation is a domestic corporation existing pursuant to the provisions of the Act, was incorporated in Indiana on December 6, 1994, and will maintain its principal office at 6270 Corporate Drive, Suite 100, Indianapolis, Indiana 46278.

Article II

NONSURVIVING CORPORATION

The name, state of incorporation and date of incorporation of each corporation, other than the Surviving Corporation, which is a party to the merger are as follows:

Haverstick Acquisition Corporation
(Name of Corporation)

Delaware	Not qualified in Indiana
(State of Domicile)	(Date of Incorporation/Qualification in Indiana)

Article III

PLAN OF MERGER

The Agreement and Plan of Merger (the "Plan") dated November 2, 2007 by and among Haverstick Consulting, Inc., Kratos Defense and Security Solutions, Inc., Kratos Government Solutions, Inc., and Haverstick Acquisition Corporation contains the plan of merger of Haverstick Acquisition Corporation, a Delaware corporation, into Haverstick Consulting, Inc., an Indiana corporation, and such information as required by the Act (including, without limitation, provisions regarding the absence of an amendment to Haverstick Consulting, Inc.'s articles of incorporation pursuant to Section 2.4(a) of the Plan) and is set forth in EXHIBIT A attached hereto and made a part hereof.

Article IV

MANNER OF ADOPTION AND VOTE

Action by Surviving Corporation

Vote of Shareholders. With respect to Haverstick Consulting, Inc., the designation, number of outstanding shares, number of votes entitled to be cast by each voting group entitled to vote separately on the merger, and number of shares voted in favor or against or having abstained as to the merger are set forth below:

Designation of Voting Group	Common Stock
Number of Outstanding Shares	31,192,243
Number of Votes Entitled to be Cast	31,192,243
Shares Voted in Favor	29,708,420
Shares Voted Against	7,112
Shares Abstained	0

The number of votes cast for approval of the Plan by the shareholders of Haverstick Consulting, Inc. was sufficient for approval thereof.

Action by Nonsurviving Corporation

Vote of Shareholders. With respect to Haverstick Acquisition Corporation, Kratos Government Solutions, Inc., the sole shareholder of Haverstick Acquisition Corporation approved the merger by written consent. The written consent of Kratos Government Solutions, Inc. for approval of the Plan was sufficient for approval thereof.

Article V

EFFECTIVE DATE

The effective time of the merger hereby effectuated shall be December 31, 2007 at 11:59 p.m.

* * *

IN WITNESS WHEREOF, Haverstick Consulting, Inc., by its duly authorized officer, hereby executes these Articles of Merger and verifies, subject to penalties of perjury, that the statements contained herein are true, on the 31st day of December 2007.

Haverstick Consulting, Inc.

By: /s/ Howard Bates

Howard Bates
President

AGREEMENT AND PLAN OF MERGER

by and among

KRATOS DEFENSE AND SECURITY SOLUTIONS, INC.,

KRATOS GOVERNMENT SOLUTIONS, INC.,

HAVERSTICK ACQUISITION CORPORATION AND

HAVERSTICK CONSULTING, INC.

Dated as of November 2, 2007

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* To be delivered two business days prior to Effective Time

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "*Agreement*") is dated as of November 2, 2007 (the "*Execution Date*"), among **KRATOS DEFENSE AND SECURITY SOLUTIONS, INC.**, a Delaware corporation ("*Kratos*"), **KRATOS GOVERNMENT SOLUTIONS, INC.**, a Delaware corporation and wholly-owned subsidiary of Kratos ("*Parent*"), **HAVERSTICK ACQUISITION CORPORATION**, a Delaware corporation and a direct wholly-owned subsidiary of Parent ("*Merger Sub*"), and **HAVERSTICK CONSULTING, INC.**, an Indiana corporation (the "*Company*"). Each of Kratos, Parent, Merger Sub and the Company is a "*Party*" and together, the "*Parties*."

RECITALS:

WHEREAS, the Company, together with its Subsidiaries, is engaged in the business of providing program management, engineering, technology, suborbital rockets and rocket launch support services, and other professional services to the U.S. Government, state and local governments, and the private sector (the "Business");

WHEREAS, the respective Boards of Directors of Kratos, Parent, Merger Sub and the Company have approved and declared advisable this Agreement, including the merger of Merger Sub with and into the Company (the "Merger"), upon the terms and subject to the conditions set forth herein; Parent, as the sole stockholder of Merger Sub, has adopted this Agreement; and the Board of Directors of the Company has directed that this Agreement be submitted to the owners of all of the outstanding capital stock of the Company (collectively, the "Shareholders" or individually as a "Shareholder") for approval and adoption; and

WHEREAS, concurrently with the execution of this Agreement, in order to induce Parent and Merger Sub to enter into this Agreement, the Shareholders listed on *Schedule A* hereto are simultaneously entering into a Shareholder Agreement, which shall include certain lock-up provisions relating to the Kratos Common Stock issued pursuant to the terms hereunder (the "*Shareholder Agreement*"), in the form attached hereto as *Exhibit A.*

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

DEFINITIONS; CONSTRUCTION

Section 1.1 *Definitions.* The following capitalized terms as used herein shall have the meanings ascribed to them in this Article I:

"*Additional Contracts*" has such meaning as set forth in *Section 3.20(c)*.

"*Adjustment Amount*" means the difference between the Target Net Working Capital Amount and the Net Working Capital, as calculated and set forth on the final Net Working Capital Calculation in accordance with *Section 2.7(d)*. The Adjustment Amount may be positive or negative.

"*Affiliated Person*" means (i) any holder of 10% or more of the Company Common Stock (measured on a fully diluted basis), (ii) any director, or executive officer of the Company, (iii) any Person that directly or indirectly controls, is controlled by, or is under common control with, the Company or (iv) any member of the immediate family of any such Persons.

"*Aggregate Interest Stock*" means (i) the Interest Amount divided by (ii) the Kratos Stock Price.

"*Aggregate Merger Consideration*" has such meaning as set forth in *Section 2.7(a)*.

"*Aggregate Stock Consideration Value*" means Twenty Million Five Hundred Thousand Dollars ($20,500,000).

"*Articles of Merger*" has such meaning as set forth in *Section 2.2(b)*.

"*Audited Financial Statements*" has such meaning as set forth in *Section 3.6(a)*.

"*Base Cash Consideration*" means Sixty-Nine Million Five Hundred Thousand Dollars (*$69,500,000).*

"*Business*" has such meaning as set forth in the Recitals of this Agreement.

"*Capital Leases*" shall have such meaning as set forth in Statement of Financial Accounting Standard No. 13 issued by the Financial Accounting Standards Board in November 1976, as modified by subsequent pronouncements and standards.

"*Cash Holdback Amount*" means (i) the Non-Qualified Shareholder Percentage multiplied by (ii) Nine Million Dollars ($9,000,000).

"*Cash Holdback Consideration Percentage*" means the quotient obtained by dividing (i) the Cash Holdback Amount by (ii) the Holdback Consideration.

"*Certificate of Merger*" has such meaning as set forth in *Section 2.2(b)*.

"*Certificates*" has such meaning as set forth in *Section 2.9(a)*.

"*Claim Notice*" has such meaning as set forth in *Section 6.9(f)(i)*.

"*Closing*" has such meaning as set forth in *Section 2.2(a)*.

"*Closing Capital Lease Obligations Schedule*" means the schedule of all obligations under the Company's Capital Leases as of the Closing Date, prepared by the Company and delivered to Parent two (2) business days prior to the Effective Time.

"*Closing Cash Consideration*" has such meaning as set forth in *Section 2.7(b)(ii)*.

"*Closing Cash Schedule*" means the schedule of cash and cash equivalents held by the Company as of the Closing Date, prepared by the Company and delivered to Parent two (2) business days prior to the Effective Time.

"*Closing Date*" has such meaning as set forth in *Section 2.2(a)*.

"*Closing Date Balance Sheet*" means the unaudited consolidated balance sheet of the Company as of the Closing Date.

"*Closing Indebtedness Schedule*" means the schedule of all Indebtedness of the Company as of the Closing Date, prepared by the Company and delivered to Parent two (2) business days prior to the Effective Time.

"*Closing Merger Consideration*" has such meaning as set forth in *Section 2.7(a)*.

"*Closing Stock*" has such meaning as set forth in *Section 2.11(b)*.

"*Closing Stock Consideration*" has such meaning as set forth in *Section 2.7(b)*.

"*Closing Stock Consideration Value*" means (i) the Aggregate Stock Consideration Value less (ii) the Stock Holdback Amount.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Collected Amount*" has such meaning as set forth in *Schedule 3.26*.

"*Common Stock Closing Consideration*" has such meaning as set forth in *Section 2.7(c)*.

"*Company*" has such meaning as set forth at the beginning of this Agreement.

"*Company Agreement*" means any contract or agreement between the Company and the Shareholders.

"*Company Business Personnel*" has such meaning as set forth in *Section 3.14(b)*.

"*Company Bylaws*" has such meaning as set forth in *Section 3.4(a)*.

"*Company Capital Lease Obligations Amount*" means the aggregate amount of all obligations under the Company's Capital Leases as of the Closing Date as set forth on the Closing Capital Lease Obligations Schedule.

"*Company Cash Amount*" means the cash and cash equivalents held by the Company as of the Closing Date, as set forth on the Closing Cash Schedule.

"*Company Charter*" has such meaning as set forth in *Section 3.4(a)*.

"*Company Common Stock*" has such meaning as set forth in *Section 2.6(b)*.

"*Company Disclosure Schedule*" means that certain letter dated the date hereof and delivered on the date hereof by the Company to Parent, which relates to this Agreement and is designated therein as the Company Disclosure Schedule.

"*Company Indebtedness Amount*" means all Indebtedness of the Company as of the Closing Date as set forth on the Closing Indebtedness Schedule plus (a) the amount of any fees payable as a result of the Closing to persons listed on *Schedule 3.23* and (b) any amounts payable as severance or termination payments pursuant to Company Agreements or employment agreements arising from the Merger and the transaction contemplated hereby.

"*Company Indemnified Parties*" has such meaning as set forth in *Section 6.3*.

"*Company Indemnity Claim*" means the amount of any and all Damages incurred by a Parent Group Member in connection with or arising from:

(i) any breach by the Company of any of its covenants, agreements or obligations in this Agreement prior to the Effective Time; or

(ii) any breach of any warranty or the inaccuracy of any representation of the Company contained or referred to in this Agreement or any certificate delivered by or on behalf of the Company pursuant hereto; or

(iii) any and all amounts payable to holders of Dissenting Shares, if any, to the extent such amounts exceed the Common Stock Closing Consideration which would have been payable to such holders had they not exercised their dissenters' rights, together with any Expenses associated with the defense of such claims.

"*Company Intellectual Property*" has such meaning as set forth in *Section 3.17(a)*.

"*Company Licenses*" has such meaning as set forth in *Section 3.17(c)*.

"*Company Multiemployer Plan*" means a "multiemployer plan" (as defined in Section 4001(a)(3) of ERISA) to which the Company or any of its ER1SA Affiliates is or has been obligated to contribute or otherwise may have any liability.

"*Company Permits*" has such meaning as set forth in *Section 3.11(a)*.

"*Company Plan*" means a "pension plan" (as defined in Section 3(2) of ERISA (other than a Company Multiemployer Plan)), a "welfare plan" (as defined in Section 3(1) of ERISA), or any other written or oral bonus, profit sharing, deferred compensation, incentive compensation, stock ownership,

stock purchase, stock option, phantom stock, restricted stock, stock appreciation right, holiday pay, vacation, retention, severance, medical, dental, vision, disability, death benefit, sick leave, fringe benefit, personnel policy, insurance or other plan, arrangement or understanding, in each case established or maintained by the Company or any of its ERISA Affiliates or as to which the Company or any of its ERISA Affiliates has contributed or otherwise may have any liability.

"*Company Shares*" has such meaning as set forth in *Section 2.6(c)*.

"*Company Stock Option Plan*" means the Company's 1999 Stock Option Plan, as amended.

"*Company Stock Options*" means the options to purchase shares of the Company Common Stock issued pursuant to the Company Stock Option Plan.

"*Compensation Agreement*" has such meaning as set forth in *Section 3.15*.

"*Confidentiality Agreement*" has such meaning as set forth in *Section 6.2*.

"*Continuing Employees*" has such meaning as set forth in *Section 6.16*.

"*Control*" means the power, direct or indirect, to (A) vote twenty-five percent (25%) or more of the securities having ordinary voting power for the election of directors or similar governing body or (B) direct, or cause the direction of, the management and policies of a Person, whether by contract, office or otherwise.

"*Controversies*" means any dispute or disagreement with respect to a matter having, or that could reasonably be expected to have, a Material Adverse Effect on the Company, between the Company or any Subsidiary and any other Person.

"*Cost Accounting Standards*" shall mean the cost accounting standards as promulgated by the Cost Accounting Standards Board.

"*CRP Rules*" has such meaning as set forth in *Section 9.10(b)*.

"*Damages*" means all assessments, losses, damages, liabilities, debts, charges (including judgments and decrees which give rise to any of the foregoing), costs and expenses, including, without limitation, interest, penalties, court costs, attorney's fees and expenses, net of all amounts received pursuant to insurance and net of the effect of any deduction a Person takes as to Taxes on account of such Damages otherwise incurred (assuming a thirty-eight percent (38%) tax rate); provided, however, that the amount of Damages otherwise incurred by a party shall be increased by the amount necessary to off-set any Taxes that otherwise would be owed by the Person on account of receipt of such an amount to the extent that such Taxes are owed.

"*Deductible*" has such meaning as set forth in *Section 6.9(d)*.

"*DGCL*" means the Delaware General Corporation Law, as amended.

"*Discounted Engagement*" has such meaning as set forth on *Schedule 6.16*.

"*Discounted Loss Amount*" has such meaning as set forth in *Section 6.16*.

"*Dispute*" has such meaning as set forth in *Section 9.10(a)*.

"*Dispute Notice*" has such meaning as set forth in *Section 9.10(b)*.

"*Disputing Party*" has such meaning as set forth in *Section 9.10(a)*.

"*Dissenting Share Amount*" has such meaning as set forth in *Section 2.8*.

"*Dissenting Shares*" has such meaning as set forth in *Section 2.8*.

"*Dissenting Shareholder*" has such meaning as set forth in *Section 2.8*.

"*DTI Associates*" has such meaning as set forth in *Section 3.17(a)*.

"*Effective Time*" has such meaning as set forth in *Section 2.2(b)*.

"*Employment Agreements*" has such meaning as set forth in *Section 3.14(a)*.

"*Environmental Law*" means any law, past or present and as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, or common law, relating to pollution or protection of the environment, health or safety or natural resources, including those relating to the use, handling, transportation, treatment, storage, disposal, release or discharge of Hazardous Substances.

"*Environmental Permit*" means any permit, approval, identification number, license or other authorization required under any applicable Environmental Law.

"*ERISA*" means the Employee Retirement Income Security Act of 1974, as amended.

"*ERISA Affiliate*" means any trade or business (whether or not incorporated) which would be considered a single employer with the Company pursuant to Section 414(b), (c), (m) or (o) of the Code and the regulations promulgated under those sections or pursuant to Section 4001(b) of ERISA and the regulations promulgated thereunder.

"*Exchange Certificates*" has such meaning as set forth in *Section 2.11(b)*.

"*Exchange Election*" has such meaning as set forth in *Section 2.11(b)*.

"*Exchange Election Notice*" has such meaning as set forth in *Section 2.11(b)*.

"*Execution Date*" has such meaning as set forth at the beginning of this Agreement.

"*Expenses*" means any and all expenses incurred in connection with investigating, defending or asserting any claim, action, suit or proceeding incident to any matter hereunder (including court filing fees, court costs, arbitration fees or costs, witness fees, and reasonable fees and disbursements of legal counsel, investigators, expert witnesses, consultants, accountants, valuation experts and other professionals).

"*Final Release Date*" has such meaning as set forth in *Section 6.9(b)(ii)*.

"*Financial Statements*" has such meaning as set forth in *Section 3.6(b)*.

"*FIRPTA Certificate*" has such meaning as set forth in *Section 7.3(j)*.

"*First Release Date*" has such meaning as set forth in *Section 6.9(b)(i)*.

"*GAAP*" means United States generally accepted accounting principals, applied on a basis consistent with the basis on which the Financial Statements were prepared.

"*Government Contracts*" has such meaning as set forth in *Section 3.20(b)*.

"*Governmental Authority*" means any United States and/or foreign, federal, state, provincial, local or other governmental authority of any kind or nature, including any department, subdivision, commission, board, bureau, agency or instrumentality thereof, any court and any administrative agency, and any comparable body performing any governmental functions.

"*Governmental Entity*" has such meaning as set forth in *Section 4.3(b)*.

"*Hazardous Substances*" means (A) petroleum and petroleum products, by-products or breakdown products, radioactive materials, asbestos-containing materials and PCBs, and (B) any other chemicals, materials or substances regulated as toxic or hazardous or as a pollutant, contaminant or waste under any applicable Environmental Law.

"*Holdback Consideration*" has such meaning as set forth in *Section 6.9(a)*.

"*HSR Act*" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"*IBCL*" means the Indiana Business Corporation Law, as amended.

"*Impossibility Event*" means any event due to (i) the occurrence of a natural or man-made disaster, (ii) armed conflict, (iii) act of terrorism, (iv) riot, (v) act of state, (vi) a failure by Company to meet internal projections or forecasts or published revenue or earnings predictions for any period ending on or after the date of this Agreement (provided, however, that the facts and circumstances underlying any such failure may, except as may be provided in clauses (i) through (viii) of this definition, be considered in determining whether a Material Adverse Change has occurred), (vii) conditions generally affecting the industries in which the Company participates, national, regional or world economies or financial markets or (viii) any effect arising primarily out of or resulting primarily from actions contemplated by the parties in connection with, or which is primarily attributable to, the announcement or pendency of this Agreement and the transactions contemplated hereby.

"*Indebtedness*" means (a) any indebtedness (plus interest, premium and penalties due from or arising out of such indebtedness, or any refinancing thereof) (i) for borrowed funds, (ii) due to sellers or lessors for any real or personal property, (iii) due to lessors as to any Capital Leases, or (iv) for reimbursement obligations with respect to letters of credit, (b) any debentures, notes or other evidence of indebtedness issued in exchange for any of the foregoing indebtedness, or any indebtedness arising from the satisfaction of such indebtedness by a guarantor and (c) any prepayment penalties payable pursuant to Section 1.8(b) of that certain Loan Agreement by and between the Company and Menard, Inc., dated January 16, 2004, as amended.

"*Indemnified Liabilities*" has such meaning as set forth in *Section 6.3*.

"*Indemnity Cap*" has such meaning as set forth in *Section 6.9(d)*.

"*Indemnity Payment*" means any payment that a Parent Group Member is entitled to receive hereunder as to a Company Indemnity Claim.

"*Intellectual Property*" means all trademarks, trademark registrations, trademark rights and renewals thereof, trade names, trade name rights, patents, patent rights, patent applications, industrial models, mask works, circuits, inventions, invention disclosures, designs, utility models, inventor rights, software, copyrights, copyright registrations and renewals thereof, servicemarks, servicemark registrations and renewals thereof, servicemark rights, domain names and corresponding rights, trade secrets, applications for trademark and servicemark registrations, know-how, confidential information and other proprietary rights, and any data and information of any nature or form used or held for use in connection with the Business as currently conducted or as currently contemplated by the Company, together with all applications currently pending or in process for any of the foregoing.

"*Interest Amount*" has such meaning as set forth in Section 2.11(c).

"*Interest Stock*" has such meaning as set forth in *Section 2.11*(c).

"*Inquiries*" means any non-routine pending requests for information.

"*Invoice Amount*" has such meaning as set forth in *Schedule 3.26*.

"*Knowledge*" means with respect to the Company, the actual knowledge or awareness, after a reasonable investigation, of Howard Bates, Jim Cotter, Dave Carter, Stephen Hilbert, Bruce Rankin, and Eric Weber, if under the circumstances a reasonable person would have determined such investigation was required or appropriate in the normal course of fulfillment of such individual's duties. "Knowledge" means with respect to Kratos, Parent or Merger Sub, the actual knowledge or awareness after a reasonable investigation, of Eric M. DeMarco, Deanna H. Lund, Robin Mickle, and Adam

Larson, if under the circumstances a reasonable person would have determined such investigation was required or appropriate in the normal course of fulfillment of such individual's duties.

"*Kratos*" has such meaning as set forth at the beginning of this Agreement.

"*Kratos Common Stock*" means the common stock, par value $0.001 of Kratos.

"*Kratos Financial Statements*" has such meaning as set forth in *Section 4.6*.

"*Kratos SEC Documents*" has such meaning as set forth in *Section 4.6*.

"*Kratos Stock Price*" means Two Dollars and Seventy Four Cents ($2.74).

"*Law*" means, as to any Person, any statute, rule, regulation, ordinance, code, guideline, law, judicial decision, determination, order (including any injunction, judgment, writ, award or decree), or consent of the Court, other Governmental Authority or arbitrator, in each case applicable to or binding upon such Person, including the conduct of its business, or any of its assets or revenues to which such Person or any of its assets or revenues are subject.

"*Leases*" has such meaning as set forth in *Section 3.20(a)*.

"*Liens*" has such meaning as set forth in *Section 3.10(a)*.

"*Losses*" means any and all losses, costs, obligations, liabilities, settlement payments, awards, judgments, fines, penalties, damages, expenses, deficiencies or other charges.

"*Material Adverse Change*" or "Material Adverse Effect" means, when used with respect to the Company or Parent, as the case may be, any change or effect that is materially adverse or unfavorable to the Business or the operations, assets, liabilities, employee relationships, customer or supplier relationships, earnings or results of operations, financial projections or forecasts, or the business prospects and condition (financial or otherwise), of the Company and its Subsidiaries, taken as a whole, or Kratos, Parent and their respective Subsidiaries, taken as a whole, as the case may be; provided however, that a Material Adverse Change or Material Adverse Effect shall not been deemed to have occurred upon any change or effect related to the happening of any Impossibility Event.

"*Material Contracts*" has such meaning as set forth in *Section 3.20(c)*.

"*Merger*" has such meaning as set forth in Recitals hereof.

"*Merging Corporations*" means Merger Sub and the Company, collectively.

"*Merger Sub*" has such meaning as set forth at the beginning of this Agreement. "Milestones" has such meaning as set forth in *Schedule 3.26*.

"*Negotiation Period*" has such meaning as set forth in *Section 9.10(a)*.

"*Net Working Capital*" means the difference between (i) total current assets, including, without limitation, accounts receivable, physical inventories (less customary and adequate reserves), prepaid expenses other than capitalized financing costs, and deferred tax assets and other current assets, minus (ii) total current liabilities, including, without limitation, accounts payable, accrued benefits, accrued liabilities less accrued interest on debt facility, accrued Taxes, deferred revenue, deferred tax liabilities and long term deferred revenue, in all cases as determined in a manner consistent with the Company's past practices and, with respect to each such item, in accordance with GAAP; provided, however, that (i) cash and cash equivalents, (ii) Indebtedness of the Company set forth on the Closing Indebtedness Schedule and (iii) Capital Lease obligations of the Company set forth on the Closing Capital Lease Obligations Schedule shall not be included in calculating the Net Working Capital; provided, further, however, that long term liabilities omitted from the Closing Indebtedness Schedule or Closing Capital Lease Obligations Schedule shall be included in calculating the Net Working Capital.

"*Net Working Capital Calculation*" has such meaning as set forth in *Section 2.7(d)(i)*.

"*Non-Qualified Company Common Stock*" means shares of Company Common Stock held by a Non-Qualified Shareholder.

"*Non-Qualified Shareholders*" means all Shareholders other than the Qualified Shareholders.

"*Non-Qualified Shareholder Closing Cash Amount*" means an amount equal to (A) the Non-Qualified Shareholder Percentage multiplied by the sum of (i) the Closing Cash Consideration plus (ii) the Aggregate Stock Consideration Value less (B) the Cash Holdback Amount.

"*Non-Qualified Shareholder Percentage*" means the quotient obtained by dividing (i) the Non-Qualified Company Common Stock by (ii) the sum of the Qualified Company Common Stock and the Non-Qualified Company Common Stock.

"*Non-Competition Agreement*" has such meaning as set forth in *Section 7.3(e)*.

"*NQSH Pro Rata*" means in proportion to the ratio of the number of shares of Non-Qualified Company Common Stock held by a Non-Qualified Shareholder to the total number of shares of Non-Qualified Company Common Stock then outstanding.

"*Outside Resale Date*" has such meaning as set forth in *Section 2.11(b)*.

"*Outstanding Invoices*" has such meaning as set forth in *Section 3.26(c)*.

"*Parent*" has such meaning as set forth at the beginning of this Agreement.

"*Parent Group Members*" means Parent, Kratos, the Surviving Corporation or any of their respective affiliates, successors and assigns.

"*Parent Employment Agreement*" has such meaning as set forth in *Section 7.3(f)*.

"*Parent Representatives*" has such meaning as set forth in *Section 6.2*.

"*PCB*" means polychlorinated biphenyls.

"*Per Share Merger Consideration*" means Aggregate Merger Consideration divided by the number of outstanding shares of Common Stock of the Company at Closing.

"*Person*" means an individual, company, agency, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization or Governmental Entity.

"*Personal Property Leases*" has such meaning as set forth in *Section 3.20(a)*.

"*Previous Equityholders*" means each Shareholder immediately prior to the Effective Time (other than Dissenting Shareholders; provided, however, that any Dissenting Shareholder that fails to perfect or effectively withdraws or loses such right to appraisal shall thereafter be considered a Previous Equityholder).

"*Pro Rata*" means in proportion to the ratio of the number of shares of Company Common Stock held by a Shareholder to the total number of shares of Company Common Stock outstanding at the Closing.

"*Proceedings*" means any claims, controversies, demands, actions, lawsuits, investigations, proceedings or other disputes, formal or informal, including any by, involving or before any arbitrator or any Governmental Authority.

"*Proprietary Asset*" means any patent, patent application, trademark (whether registered or unregistered), trademark application, trade name, fictitious business name, service mark (whether registered or unregistered), service mark application, copyright (whether registered or unregistered),

copyright application, maskwork, maskwork application, trade secret, know-how, customer list, franchise system, computer software, computer program, invention, design, blueprint, engineering drawing, proprietary product, technology, proprietary right or other intellectual property right or intangible asset.

"*Purchase Price*" shall mean Ninety Million Dollars ($90,000,000).

"*Purchase Proposal*" means any proposal for a merger or other business combination involving the Company, or any Subsidiary, or any proposal or offer to acquire in any manner, directly or indirectly, an equity interest in, any voting securities of, or a substantial portion of the assets of the Company, or any Subsidiary, other than the transactions contemplated by this Agreement.

"*QSH Pro Rata*" means in proportion to the ratio of the number of shares of Qualified Company Common Stock held by a Qualified Shareholder to the total number of shares of Qualified Company Common Stock then outstanding.

"*Qualified Company Common Stock*" means shares of Company Common Stock held by a Qualified Shareholder.

"*Qualified Shareholders*" means the Shareholders listed on *Schedule A*; provided, however, that *Schedule A* shall be automatically updated following the Execution Date to include additional parties that have delivered a duly executed and completed Shareholders Agreement to Parent by 5:00 p.m., local time, on November 4, 2007.

"*Qualified Shareholder Closing Cash Amount*" means an amount equal to (i) the Closing Cash Consideration less (ii) the Non-Qualified Shareholder Closing Cash Amount less (iii) the Cash Holdback Amount.

"*Qualified Shareholder Percentage*" means the quotient obtained by dividing (i) the Qualified Company Common Stock by (ii) the sum of the Qualified Company Common Stock and the Non-Qualified Company Common Stock.

"*Real Estate*" means, with respect to the Company, all of the fee or leasehold ownership right, title and interest of the Company, in and to all real estate and improvement owned or leased by the Company and which is used by the Company in connection with the operation of the Business.

"*Real Estate Leases*" has such meaning as set forth in *Section 3.20(a)*.

"*Registration Statement*" has such meaning as set forth in *Section 2.11(a)*.

"*Resolution Firm*" has such meaning as set forth in *Section 2.7(d)(i)*.

"*Resolution Period*" has such meaning as set forth in *Section 2.7(d)(i)*.

"*RM*" shall have such meaning as set forth on *Schedule 3.17(a)*.

"*RM Applications*" shall have such meaning as set forth on *Schedule 3.17(a)*.

"*Rule 144*" means Rule 144 promulgated under the Securities Act of 1933, as amended. "Salable Date" has such meaning as set forth in *Section 2.11(c)*.

"*SEC*" has such meaning as set forth in *Section 2.11(a)*.

"*Section 8(a) Contracts*" means those Government Contracts of the Company which have been issued pursuant to Section 8(a) of the Small Business Act (Public Law 85-536), as amended, and are listed in Schedule 3.20(b) of the Company Disclosure Schedule.

"*Selected Milestones*" has such meaning as set forth in *Schedule 3.26*.

"*Set-Aside Contracts*" means a restricted federal contract for which only a Small Business Concern may submit offers.

"*Shareholders*" has such meaning as set forth in the recitals of this Agreement. "Shareholders' Representative" has such meaning as set forth in *Section 6.8(a)*.

"*Shareholders' Representative Account*" has such meaning as set forth in *Section 6.8(b)(i)*.

"*Shareholders' Representative Account Fund*" has such meaning as set forth in *Section 6.8(b)(i)*.

"*Shareholders' Representative Fund Release Date*" has such meaning as set forth in *Section 6.8(b)(i)*.

"*Shareholders ' Representative 's Objection*" has such meaning as set forth in *Section 2.7(d)(i)*.

"*Small Business Concern*" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is binding on Government contracts, and qualified as a small business under the criteria in 13 CRF ART 121 and the size standards in the solicitation.

"*Stock Holdback Amount*" means (i) the Qualified Shareholder Percentage multiplied by (ii) Nine Million Dollars ($9,000,000).

"*Stock Holdback Consideration Percentage*" means the quotient obtained by dividing (i) the Stock Holdback Amount by (ii) the Holdback Consideration.

"*Subsidiary*" means any corporation, partnership, limited liability company, joint venture or other legal entity of which Parent or the Company, as the case may be (either alone or through or together with any other Subsidiary), owns, directly or indirectly, fifty percent (50%) or more of the stock or other equity interests the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such corporation, partnership, limited liability company, joint venture or other legal entity means.

"*Subsidiary Bylaws*" has such meaning as set forth in *Section 3.5(b)*.

"*Subsidiary Charter*" has such meaning as set forth in *Section 3.5(b)*.

"*Survival Period*" has such meaning as set forth in *Section 9.8*.

"*Surviving Corporation*" has such meaning as set forth in *Section 2.1*.

"*Tail Policy*" has such meaning as set forth in *Section 6.3*.

"*Target Net Working Capital Amount*" means Thirteen Million Two Hundred Forty-Two Thousand Four Hundred Eighty-Six Dollars ($13,242,486), which is the average Net Working Capital as of June 30, 2007, July 31, 2007 and August 31, 2007.

"*Taxes*" has such meaning as set forth in *Section 3.8*.

"*Tax Returns*" has such meaning as set forth in *Section 3.8*.

"*Third-Party Claim*" has such meaning as set forth in *Section 6.9(g)*.

"*Treasury Regulation*" means the temporary and final regulations promulgated under the Code.

"*Unaudited Financial Statements*" has such meaning as set forth in *Section 3.6(b)*.

"*Unresolved Amount*" has such meaning as set forth in *Section 6.9(e)*.

"*Worker Safety Laws*" has such meaning as set forth in *Section 3.11(d)*.

Section 1.2 *Construction.* Unless the context of this Agreement clearly requires otherwise, (a) references to the plural include the singular, and references to the singular include the plural, (b) references to any gender include the other gender, (c) the words "include," "includes" and "including" do not limit the preceding terms or words and will be deemed to be followed by the words "without limitation", (d) the terms "hereof," "herein," "hereunder," "hereto" and similar terms in this

Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, (e) the terms "day" and "days" mean and refer to calendar day(s) and (f) the terms "year" and "years" mean and refer to calendar year(s). Unless otherwise set forth herein, references in this Agreement to (a) any document, instrument or agreement (including this Agreement) include (1) all exhibits, schedules and other attachments thereto, (2) all documents, instruments or agreements issued or executed in replacement thereof and (3) such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified or supplemented from time to time in accordance with its terms and in effect at any given time, and (b) a particular Law means such Law as amended, modified, supplemented or succeeded, from time to time and in effect through the Closing Date. All Article, Section, Exhibit and Schedule references herein are to Articles, Sections, Exhibits and Schedules of this Agreement, unless otherwise specified. This Agreement will not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if all Parties had prepared it. All accounting terms not specifically defined herein will be construed in accordance with GAAP.

ARTICLE II

THE MERGER

Section 2.1 *The Merger.* Upon the terms and subject to the conditions hereof, and in accordance with the IBCL and DGCL, Merger Sub shall be merged with and into the Company at the Effective Time. As a result of the Merger, the separate corporate existence of Merger Sub shall cease and the Company shall continue as the surviving corporation of the Merger (the "*Surviving Corporation*") and shall continue its corporate existence under the IBCL.

Section 2.2 *Closing; Effective Time.* The closing of the transactions contemplated by this Agreement (the "*Closing*") and all actions specified in this Agreement to occur at the Closing shall take place at the offices of Morrison & Foerster LLP, 12531 High Bluff Drive, San Diego, California 92130, at 10:00 a.m., local time, on the second business day following the day on which the last of the conditions set forth in Article VII shall have been fulfilled or waived (other than those conditions that by their nature are satisfied at Closing, but subject to the waiver of fulfillment of those conditions) or at such other time and place as Parent and the Company shall agree (the "*Closing Date*"). On the Closing Date and subject to the terms and conditions hereof, the Parties hereto shall cause the Merger to be consummated by filing (i) an Articles of Merger, together with a plan of merger in accordance with the provisions of the IBCL, in substantially the same form as attached hereto as Exhibit B (collectively, the "*Articles of Merger*"), executed in accordance with the relevant provisions of the IBCL, with the Secretary of State of the State of Indiana, and (ii) a Certificate of Merger, in substantially the form attached hereto as Exhibit C (the "*Certificate of Merger*") executed in accordance with the relevant provisions of the DGCL, with the Secretary of State of the State of Delaware. The date and time at which the Merger shall become effective is 11:59 pm on the Closing Date as specified in the Articles of Merger to be filed with the Secretary of State of the State of Indiana (or at such subsequent time as Parent and the Company shall agree and as shall be specified in the Articles of Merger), such time being referred to herein as the "*Effective Time*."

Section 2.3 *Effects of the Merger.* At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the IBCL, the DGCL, this Agreement, the Articles of Merger and the Certificate of Merger. Without limiting the generality of the foregoing and subject thereto, as of the Effective Time, all properties, rights, immunities, privileges, powers and franchises of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Merger Sub shall become the debts, liabilities and duties of the Surviving Corporation.

Section 2.4 *Certificate of Incorporation; Bylaws.*

(a) At and following the Effective Time, the Amended and Restated Articles of Incorporation of the Company attached to the Articles of Merger filed with the Secretary of State of the State of Indiana shall be the Articles of Incorporation of the Surviving Corporation until thereafter duly amended.

(b) At and following the Effective Time, the bylaws of the Company, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation until thereafter duly amended.

Section 2.5 *Directors; Officers.*

(a) The directors of Merger Sub immediately prior to the Effective Time shall be the directors of the Surviving Corporation, until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

(b) The persons whose names are set forth on *Schedule 2.5(b)* shall, effective immediately upon the Effective Time, be the officers of the Surviving Corporation, until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

Section 2.6 *Manner and Basis of Converting Capital Stock.* As of the Effective Time, by virtue of the Merger and without any action on the part of Merger Sub, the Company or the holders of any securities of the Merging Corporations:

(a) *Merger Sub Common Stock.* Each share of common stock, par value $0.001 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into one validly issued, fully paid and nonassessable share of common stock, par value $0.001 per share, of the Surviving Corporation and shall constitute the only shares of capital stock of the Surviving Corporation outstanding immediately after the Effective Time. Each stock certificate of Merger Sub evidencing ownership of any such shares shall continue to evidence ownership of such shares of capital stock of the Surviving Corporation.

(b) *Cancellation of Treasury Stock and Parent-Owned Stock.* Each share of common stock, no par value, of the Company ("*Company Common Stock*") held in the treasury of the Company and any shares of Company Common Stock owned by Parent or by any direct or indirect wholly-owned Subsidiary of Parent or the Company (including any shares of Company Common Stock issued by the Company pursuant to a stock option) immediately prior to the Effective Time shall be canceled and extinguished without any conversion thereof and no payment shall be made with respect thereto.

(c) *Conversion of Company Common Stock.* Subject to *Section 2.8* hereof, each share of Company Common Stock issued and outstanding immediately prior to the Effective Time (other than shares to be canceled in accordance with *Section 2.6(b)* and other than Dissenting Shares, as hereinafter defined) (the "*Company Shares*") shall be converted into (A) the right to receive the Common Stock Closing Consideration as set forth in *Section 2.7(c)* hereof, (B) the uncertificated right to receive a Pro Rata share of the Adjustment Amount, if any, upon the terms and conditions prescribed by *Section 2.7(d)* and (C) the uncertificated right to receive a Pro Rata share of the Holdback Consideration, in an amount and upon the terms and conditions prescribed by *Section 6.9* hereof (collectively, the "*Common Stock Merger Consideration*"). As of the Effective Time, all such shares of Company Common Stock, when so converted, shall no longer be outstanding and shall automatically be canceled and retired, and shall cease to exist, and each holder of a certificate representing any such shares shall cease to have any rights with respect thereto, except the right to receive the Common Stock Merger Consideration as provided herein.

(d) *Treatment of Company Option Plan.* The Company Option Plan shall terminate as of the Effective Time and the provisions in any Company Option Plan or any other plan providing for the issuance, transfer or grant of any Company Common Stock or any interest in respect of any capital stock of the Company shall be deleted as of the Effective Time, and the Company shall ensure that following the Effective Time no participant in any Company Option Plan or any other plan shall have any right thereunder to acquire any Company Common Stock or any capital stock of the Surviving Corporation or any interest in respect of any Company Common Stock or any capital stock of the Surviving Corporation.

Section 2.7 *Merger Consideration.*

(a) *Aggregate Merger Consideration.* The aggregate Merger consideration shall consist of (A) the sum of (i) the Purchase Price, (ii) the Adjustment Amount, and (iii) the Company Cash Amount less (B) the sum of (i) the Company Indebtedness Amount, (ii) the Company Capital Lease Obligations Amount and (iii) the Shareholders' Representative Account Fund (the "*Aggregate Merger Consideration*"). The portion of the Aggregate Merger Consideration payable by Parent at the Closing to the Previous Equityholders (the "*Closing Merger Consideration*") shall consist of the Closing Cash Consideration and the Closing Stock Consideration as hereinafter provided. The remaining amount of the Aggregate Merger Consideration, if any, shall be paid in accordance with *Section 2.7(d)* and *Section 6.9*.

(b) *Closing Merger Consideration.* The Closing Merger Consideration payable to the Previous Equityholders by Parent at Closing shall consist of the following:

(i) *Closing Cash Consideration.* The amount of cash payable by Parent at Closing to the Previous Equityholders as hereinafter provided shall be equal to (A) the sum of (i) the Base Cash Consideration and (ii) the Company Cash Amount less (B) the sum of (i) the Shareholders' Representative Account Fund, (ii) the Company Indebtedness Amount and (iii) the Company Capital Lease Obligations Amount (collectively, the "*Closing Cash Consideration*"). The Cash Holdback Amount shall be withheld from the Closing Cash Consideration paid to the Previous Equityholders at Closing as provided in *Section 2.7(c)*.

(ii) *Closing Stock Consideration:* The number of shares of Kratos Common Stock issuable by Parent to the Qualified Shareholders as hereinafter provided shall be equal to quotient obtained by dividing (A) the Aggregate Stock Consideration Value less the Stock Holdback Amount by (B) the Kratos Stock Price (collectively, the "*Closing Stock Consideration*").

(iii) *No Fractional Shares.* In lieu of fractional shares that would otherwise be issued to the Qualified Shareholders under this Agreement, Qualified Shareholders that would have been entitled to receive a fractional share shall receive such whole number of shares of Kratos Common Stock as is equal to the precise number of shares of Kratos Common Stock to which such person would be entitled rounded up to the nearest whole number.

(iv) *Dissenting Share Amount.* To the extent that the amounts payable (if any) to Dissenting Shareholders for each Dissenting Share pursuant to *Section 2.8* is less than the Dissenting Share Amount, such difference in value shall be added back into the Holdback Consideration and distributed in accordance with *Section 6.9*.

(c) *Payment for Company Capital Stock.* Upon the Effective Time, subject to the terms of this Agreement, each holder of Company Shares shall be entitled to receive the following for each Company Share held by such holder (the "*Common Stock Closing Consideration*"):

(i) *Non-Qualified Shareholders.* Each holder of Non-Qualified Company Common Stock shall be entitled to receive upon the Effective Time the amount in cash equal to (A) the

Non-Qualified Shareholder Closing Cash Amount divided by number of shares of Non-Qualified Company Common Stock outstanding at Closing multiplied by (B) the number of shares of Non-Qualified Company Common Stock held of record by such Non-Qualified Shareholder that has been converted into the right to receive the Common Stock Merger Consideration.

(ii) *Qualified Shareholders.* Each holder of Qualified Company Common Stock shall be entitled to receive the following upon the Effective Time:

(A) the amount in cash equal to (A) the Qualified Shareholder Closing Cash Amount divided by number of shares of Qualified Company Common Stock outstanding at Closing multiplied by (B) the number of shares of Qualified Company Common Stock held of record by such Qualified Shareholder that has been converted into the right to receive the Common Stock Merger Consideration; and

(B) the number of shares of Kratos Common Stock equal to (A) Closing Stock Consideration divided by the number of shares of Qualified Company Common Stock outstanding at Closing multiplied by (B) the number of shares of Qualified Company Common Stock held of record by such Qualified Shareholder that has been converted into the right to receive the Common Stock Merger Consideration.

(d) *Post-Closing Working Capital Adjustment.*

(i) *Net Working Capital Calculations.* Within sixty (60) days following the Closing Date, Parent shall deliver to the Shareholders' Representative its calculations of the Net Working Capital of the Company as of the Closing Date (the "*Net Working Capital Calculation*") together with a copy of the Closing Date Balance Sheet. Within thirty (30) days following receipt of the Net Working Capital Calculation, the Shareholders' Representative may object to the Net Working Capital Calculation by giving written notice to Parent setting forth the reasons for the Shareholders' Representative's objection and the Shareholders' Representative's proposed adjustments to Parent's calculation ("*Shareholder Representative's Objection*"). If the Shareholders' Representative fails to object to the Net Working Capital Calculation within such thirty (30) day period, the Shareholders' Representative will be deemed to have conclusively agreed with and shall be bound by the Net Working Capital Calculation for the purposes of *Section 2.7(d)(ii)* and the Purchase Price will be adjusted as set forth in *Section 2.7(d)(ii)* based on the Net Working Capital Calculation. If the Shareholders' Representative objects to the Net Working Capital Calculation, the Shareholders' Representative and Parent shall confer in good faith for a period of up to fifteen (15) days following Parent's receipt of the Shareholders' Representative's Objection (the "*Resolution Period*") to attempt to reach agreement regarding such calculation. If the Shareholders' Representative and Parent are unable to reach agreement during the Resolution Period, then the Shareholders' Representative and Parent shall confer in good faith for up to five (5) days to agree on a nationally recognized independent accounting firm, which shall not be the regular accounting firm of Parent of the Company (the "*Resolution Firm*") to resolve the outstanding disagreement in accordance with the procedures set forth below; provided, however, that if the Shareholders' Representative and Parent cannot agree on a Resolution Firm, then each of the Shareholders' Representative and Parent will select a nationally recognized accounting firm and the two firms selected by the Shareholders' Representative and Parent will select the Resolution Firm. The Resolution Firm will review the Net Working Capital Calculation and the Shareholders' Representative's Objection and make a final written determination of the Net Working Capital Calculation, which determination shall be conclusive and binding on the Shareholders' Representative and Parent. The Resolution Firm's engagement shall be solely limited to determining the Net Working Capital Calculation.

(ii) *Purchase Price Adjustments.* The Purchase Price shall be increased, dollar for dollar, by the amount, if any, by which the Net Working Capital Calculation determined in accordance with *Section 2.7(d)(i)*, produces an amount greater than the Target Net Working Capital Amount. The Purchase Price shall be decreased, dollar for dollar, by the amount, if any, by which the Net Working Capital Calculation determined in accordance with *Section 2.7(d)(i)* produces an amount less than the Target Net Working Capital Amount. The amount of any decrease, plus interest at a rate of prime per annum from the Closing Date until the date deducted pursuant to this *Section 2.7(d)(ii)*, shall be deducted by Parent from the Holdback Consideration by (A) reducing the Cash Holdback Amount by the product of (x) the Adjustment Amount and (y) the Cash Holdback Consideration Percentage and (B) reducing the Stock Holdback Amount by the product of (x) the Adjustment Amount and (y) the Stock Holdback Consideration Percentage. The amount of any increase, plus interest at a rate of prime per annum from the Closing Date until the date distributed pursuant to this *Section 2.7(d)(ii)*, shall be paid on a Pro Rata basis by Parent to each Previous Equityholder that has surrendered Certificates for cancellation and has received therefor the Common Stock Closing Consideration in cash.

(iii) *Costs of Resolution Firm.* If a Resolution Firm is engaged pursuant to *Section 2.7(d)(i)*, the Shareholders' Representative and Parent shall bear the fees and expenses of such engagement in equal proportions unless otherwise provided hereinafter. If the net adjustment of all disputed items determined by the Resolution Firm results in a net adjustment in favor of the Shareholders' Representative of greater than ten percent (10%) of the net adjustment proposed by the Shareholders' Representative, then the Shareholders' Representative shall be deemed to be the prevailing Party and Parent shall be deemed to be the non-prevailing Party for purposes of this subsection. If the net adjustment of all disputed items determined by the Resolution Firm results in a net adjustment in favor of Parent of greater than ten percent (10%) of the net adjustment proposed by the Shareholders' Representative, then Parent shall be deemed to be the prevailing Party and the Shareholders' Representative shall be deemed to be the non-prevailing Party for purposes of this subsection. The non-prevailing Party shall pay all reasonable costs, fees and expenses related to the Resolution Firm's engagement pursuant to *Section 2.7(d)(i)* with respect to the Purchase Price adjustment calculations, including reasonable fees and expenses of attorneys, accountants and other professionals incurred by the prevailing Party.

(iv) *Cooperation.* The Shareholders' Representative and Parent shall provide such documents and materials as reasonably requested by the other Party and shall fully cooperate with the other in order to determine the calculations set forth in this *Section 2.7(d)*.

Section 2.8 *Dissenters' Rights.* Notwithstanding anything in this Agreement to the contrary, if required by the IBCL (but only to the extent required thereby) shares of Company Common Stock that are issued and outstanding immediately prior to the Effective Time and that are held by a Shareholder (a "*Dissenting Shareholder*") who properly exercises dissenters rights thereto in accordance with Chapter 44 of the IBCL ("*Dissenting Shares*") shall not be converted as described in *Section 2.6(c)*, but shall be converted into the right to receive payment of the appraised value of such shares in accordance with the provisions of Chapter 44 of the IBCL, until such holder fails to perfect or effectively withdraws or loses such holder's right to appraisal and payment under the IBCL. On the Closing Date an amount of the Closing Cash Consideration shall be withheld by Parent from the Aggregate Merger Consideration payable under this Agreement equal to the number of Dissenting Shares multiplied by the Per Share Merger Consideration ("*Dissenting Share Amount*"). If, after the Effective Time, any Dissenting Shareholder fails to perfect or effectively withdraws or loses such right, each share of such Dissenting Shareholder shall thereupon be treated as if they had been converted as of the Effective Time into the right to receive the Per Share Merger Consideration, without any

interest thereon. The Company shall give Parent (i) prompt notice of any demands received by the Company for appraisal of shares, or any withdrawals of such demands, (which notice shall in no event be given later than two business days after receipt by the Company of any such demand) and (ii) the right to participate in and, in Parent's sole and exclusive discretion, direct all negotiations and proceedings with respect to any such demands. The Company shall not, without the prior written consent of Parent, make any payment with respect to, or settle, offer to settle or otherwise negotiate, any such demands.

Section 2.9 *Exchange Procedures.*

(a) *Surrender of Certificates.* Prior to the Effective Time, the Company shall mail or otherwise deliver to the Previous Equityholders, (i) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the certificates for Company Common Stock (the "*Certificates*") shall pass, only upon proper delivery of the Certificates to Parent), (ii) such other customary documents as may be reasonably required pursuant to such instructions and (iii) instructions for use in effecting the surrender of the Certificates and payment therefor. The Company shall solicit such letters of transmittal, other documents and Certificates from the Previous Equityholders, and surrender the same to Parent. Upon surrender to Parent of a Certificate (together with such letter of transmittal and other documents, properly completed and duly executed) at or following the Closing, the holder of such Certificate shall be entitled to such holders' Pro Rata portion of Common Stock Closing Consideration as set forth on *Schedule 2.9(a)* (such schedule to be delivered to Parent two (2) business days prior to the Effective Time), subject to any applicable withholding as required under the Code, or under any provisions of state, local or foreign tax law; provided, however, that with respect to any Closing Stock Consideration payable by Parent to the Qualified Shareholders at Closing, Parent shall (i) deliver written instructions to its transfer agent as of the Closing Date authorizing the preparation and issuance of any Closing Stock Consideration to the Qualified Shareholders and (ii) cause all shares of Kratos Common Stock representing such Closing Stock Consideration to be delivered as soon as commercially practicable thereafter.

(b) *No Further Ownership Rights in Shares.* Upon the payment of the Common Stock Closing Consideration upon the surrender of Certificates representing the ownership of the Company Common Stock in accordance with the terms of this Article II, such payment shall be deemed to have been paid in full satisfaction of all rights pertaining to the shares of Company Common Stock theretofore represented by such Certificates, subject only to the right to receive the Holdback Consideration and the Adjustment Amount, if any, in accordance with the terms and conditions of *Section 6.9* and *Section 2.7(d)*, respectively. At the Effective Time, the stock transfer books of the Company shall be closed, and there shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of the shares of Company Common Stock that were outstanding immediately prior to the Effective Time. If, after the Effective Time, Certificates are presented to the Surviving Corporation for any reason, they shall be canceled in exchange for the right to receive the Per Share Merger Consideration as provided in this Article II.

(c) *Lost, Stolen or Destroyed Certificates.* If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed and, if required by Parent, the posting by such Person of a bond, in such reasonable amount as Parent may direct, or an indemnity agreement reasonably acceptable to Parent, as indemnity against any claim that may be made against them with respect to such Certificate, Parent will pay in exchange for such lost, stolen or destroyed Certificate the Merger Consideration to which the holders thereof are entitled pursuant to *Section 2.6*.

(d) *Adjustments.* If at any time during the period between the date of this Agreement and the Effective Time, any change in the outstanding shares of capital stock of the Company shall occur as a result of any reclassification, recapitalization, stock split (including reverse stock split) or combination, exchange or readjustment of shares, or any stock dividend or stock distribution, the Common Stock Merger Consideration and other similarly dependent items shall be equitably adjusted to reflect such change.

Section 2.10 *Further Assurances.* If at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Corporation its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of either of the Merging Corporations, or (b) otherwise to carry out the purposes of this Agreement, the Company or Surviving Corporation, as applicable, and their respective proper officers and directors or their designees shall be authorized to execute and deliver, in the name and on behalf of either of the Merging Corporations, all such deeds, bills of sale, assignments and assurances and to do, in the name and on behalf of either Merging Corporation or any such Shareholder, all such other acts and things as may be necessary, desirable or proper to vest, perfect or confirm the Surviving Corporation's right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of such Merging Corporation and otherwise to carry out the purposes of this Agreement.

Section 2.11 *Closing Stock Consideration Resale.*

(a) *Registration Statement.* Promptly following the Closing, Parent shall use its reasonable best efforts to prepare and file a registration statement with the Securities and Exchange Commission (the "*SEC*") for the resale of the shares of Kratos Common Stock issued or issuable to the Qualified Shareholders pursuant to this Agreement (the "*Registration Statement*"). Subject to the last two sentences of *Section 6.14*, Parent shall cause such Registration Statement to be declared effective under the Securities Act of 1933, as amended, as soon as possible after filing with SEC.

(b) *Outside Resale Date; Exchange Election.* In the event that any of the shares of Kratos Common Stock issued to a Qualified Shareholder at the Closing (the "*Closing Stock*") are not salable under Rule 144 or pursuant to an effective Registration Statement as of the twelve month anniversary of the Effective Date (the "*Outside Resale Date*"), such Qualified Shareholder may elect to exchange each share of Closing Stock held of record by such Qualified Shareholder that is not salable under Rule 144 or pursuant to an effective Registration Statement on the date of such election for a per share cash amount equal to the Kratos Stock Price (the "*Exchange Election*") by delivering to Parent within fifteen (15) business days following the Outside Resale Date (i) written notice of the Exchange Election, including the number of shares of Closing Stock to be exchanged therefor (the "*Exchange Election Notice*"), and (ii) the certificate(s) representing the shares of Closing Stock to be exchanged pursuant to the Exchange Election (the "*Exchange Certificates*"). Upon receipt of a duly executed Exchange Election Notice, together with the Exchange Certificates, delivered by a Qualified Shareholder in accordance with this *Section 2.11(b)*, Parent shall promptly deliver to such Accredited Shareholder the aggregate cash payment determined in accordance herewith.

(c) *Salable Date; Interest Stock.* Until the date on which all shares of Closing Stock are salable under Rule 144 or pursuant to an effective Registration Statement (the "*Salable Date*"), interest on the Closing Stock Consideration Value shall accrue, computed on the basis of actual days elapsed over a 360-day year, at a floating rate of one-month LIBOR (LIBOR to reset on the first business day of each month) plus 4% per annum, from the Effective Time to and including the Salable Date (the "*Interest Amount*"). The Interest Amount shall be payable by Parent in

shares of Kratos Common Stock as provided in this *Section 2.11(c)*. Each Qualified Shareholder who received shares of Closing Stock shall be entitled to receive that number of shares of Kratos Common Stock equal to (A) the Aggregate Interest Stock divided by the number of shares of Closing Stock held of record by the Qualified Shareholders at the Salable Date multiplied by (B) the number of shares of Closing Stock held of record by such Qualified Shareholder at the Salable Date (the "*Interest Stock*"). Parent shall deliver the Interest Stock to the Qualified Shareholders as soon as commercially practicable following the Salable Date.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to Kratos, Parent and Merger Sub that the statements contained in this Article III are current and complete, except as set forth in the Company Disclosure Schedule, which Company Disclosure Schedule shall specifically identify the section of this Agreement for which each exception is taken:

Section 3.1 *Organization, Power and Standing.* The Company and its Subsidiaries are corporations duly organized, validly existing and in good standing under the laws of the State of Indiana and have the requisite corporate power and authority to carry on their business as now being conducted. No receiver has been appointed of the whole or any part of the assets or undertakings of the Company or any of its Subsidiaries, no administrative order has been made (and no petition therefor has been presented) in relation to the Company or any Subsidiary, no proposal for a voluntary arrangement between the Company or any Subsidiary and any of their creditors has been made or is contemplated by the Company or a Subsidiary and no petition has been presented, no order has been made and no resolution has been passed for the dissolution or winding up of the Company or any Subsidiary. *Section 3.1* of the Company Disclosure Schedule sets forth all jurisdictions in which the Company and its Subsidiaries are qualified as a foreign business. The Company, and each Subsidiary, is duly qualified to do business, and is in good standing, in each jurisdiction where the character of its properties owned or held under lease or the nature of its activities makes such qualification necessary, except where the failure to be so qualified would not, individually or in the aggregate, have a Material Adverse Effect on the Company or the Business.

Section 3.2 *Capital Structure.*

(a) As of the date hereof, the authorized capital stock of the Company consists of five hundred million (500,000,000) shares of common stock, with no par value.

(b) As of the date hereof:

(i) Thirty-one million one-hundred ninety-four thousand two-hundred forty-three (31,194,243) shares of Common Stock are issued and outstanding, all of which were validly issued, fully paid and nonassessable and were not issued in violation of any preemptive or similar right;

(ii) No shares were held in the treasury of the Company; and

(iii) Three million forty-eight thousand seven-hundred eighty (3,048,780) shares were reserved for the Company Stock Option Plan.

(c) Section 3.2(c) of the Company Disclosure Schedule contains a correct and complete list as of the date of this Agreement of each outstanding Company Stock Option, all of which have already vested, including the holder, date of grant, exercise price and number of shares of Company Common Stock subject thereto

(d) Section 3.2(d) of the Company Disclosure Schedule sets forth a true and complete list, as of the date of this Agreement, of each Shareholder who holds Company Common Stock, together with their address and the number of shares of the Company Common Stock held by such Shareholder.

(e) Except as set forth in Section 3.2(e) of the Company Disclosure Schedule, there are no options, warrants, calls, rights or agreements to which the Company is a party or by which the Company is bound obligating the Company to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock of the Company or obligating the Company to grant, extend or enter into any such option, warrant, call, right or agreement, and there are no outstanding contractual rights to which the Company is a party, the value of which is based on the value of the Company Common Stock. Except as set forth in Section 3.2(e) of the Company Disclosure Schedule, there are no outstanding contractual obligations of the Company to repurchase, redeem or otherwise acquire any shares of Company Common Stock.

(f) Section 3.2(f) of the Company Disclosure Schedule sets forth a complete list of all Subsidiaries of the Company and all corporations, limited liability companies, partnerships or other entities in which the Company has an interest. All of the outstanding shares of capital stock or other equity interests of each Subsidiary of the Company have been validly issued, are fully paid and nonassessable. Section 3.2(f) of the Company Disclosure Schedule lists the legal and beneficial owner of record as to all outstanding shares or capital stock or other equity interests of each Subsidiary of the Company.

(g) The Company does not have any outstanding bonds, debentures, notes or other obligations the holders of which have the right to vote (or which are convertible into, or exchangeable or exercisable for, securities having the right to vote) with the Shareholders on any matter.

(h) To the Knowledge of the Company, each Qualified Shareholder set forth on Schedule A is an "accredited investor" within the meaning of SEC Rule 501 of Regulation D, as presently in effect.

Section 3.3 *Authority.* On or prior to the date of this Agreement, the Board of Directors of the Company has approved this Agreement in accordance with the IBCL and the Shareholder Agreements have been executed and delivered by the Shareholders set forth on *Schedule A*. The Company has all requisite corporate power and authority to enter into this Agreement to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary corporate action (including Board action) on the part of the Company, subject to (i) approval and adoption of this Agreement by the holders of the Company Common Stock as required by the IBCL, (ii) the filing of the Articles of Merger as required by the IBCL and (iii) the filing of the Certificate of Merger as required by the DGCL. This Agreement has been duly executed and delivered by the Company and (assuming the valid authorization, execution and delivery of this Agreement by Parent and Merger Sub, and binding effect of this Agreement on Parent and Merger Sub) constitutes the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies.

Section 3.4 *Consents and Approvals; No Violation; Litigation.*

(a) Except with respect to the *Section 8(a)* Contracts and except as set forth in Section 3.4(a) of the Company Disclosure Schedule, assuming that all consents, approvals, authorizations and other actions described in Section 3.4(b) have been obtained and all filings and obligations described in Section 3.4(b) have been made, the execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby and compliance with the provisions hereof will not, result in any violation of, or default (with or without notice or lapse of time, or both) under, or give to others a right of termination, cancellation or acceleration of any obligation or result in the loss of a material benefit under, or result in the creation of any lien, security interest, charge or encumbrance upon any of the properties or assets of the Company under, any provision of (i) the Articles of Incorporation of the Company, as amended (the "*Company Charter*") or the Bylaws of the Company, as amended (the "*Company Bylaws*"), (ii) any Company Agreement or any other note, bond, mortgage, indenture, lease or other agreement, instrument, permit, concession, franchise or license applicable to the Company or (iii) any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to the Company or any of its respective properties or assets, other than, in the case of clauses (ii) or (iii), any such violations, defaults, rights, liens, security interests, charges or encumbrances that, individually or in the aggregate, would not have a Material Adverse Effect on the Company, materially impair the ability of the Company to perform its obligations hereunder or prevent the consummation of any of the transactions contemplated hereby.

(b) No filing or registration with, or authorization, consent or approval of, any Governmental Entity is required by or with respect to the Company in connection with the execution and delivery of this Agreement by the Company or is necessary for the consummation of the Merger and the other transactions contemplated by this Agreement, except for:

(i) the filing of the Articles of Merger with the Secretary of State of the State of Indiana, the filing of the Certificate of Merger with the Secretary of the State of Delaware and appropriate documents with the relevant authorities of other states in which the Company is qualified to do business;

(ii) such filings relating to the Registration Statement and under the HSR Act; and

(iii) such other consents, orders, authorizations, registrations, declarations and filings the failure of which to be obtained or made would not, individually or in the aggregate, have a Material Adverse Effect on the Company, materially impair the ability of the Company to perform its obligations hereunder or prevent the consummation of any of the transactions contemplated hereby.

(c) Except as set forth in Section 3.4(c) of the Company Disclosure Schedule, there is no outstanding claim or other Proceeding pending by or against, or to the Knowledge of the Company threatened by or against the Company or any Subsidiary (including at law or in equity or before or by any Governmental Authority or arbitrator). To the Knowledge of the Company, there is no basis for any such claim or other Proceeding. The Company and each Subsidiary is in compliance in all material respects with all Laws applicable to the Business as presently conducted by the Company and each Subsidiary. No written notice has been received by the Company or any Subsidiary during the past three (3) years alleging any violation of Law by the Company or any Subsidiary. The Company and each Subsidiary has all material Permits and Registrations necessary for the conduct and operation of the Business as currently conducted by the Company and each Subsidiary, and Section 3.4(c) of the Company Disclosure Schedule sets forth a list of such permits. Except as set forth in Section 3.4(c) of the Company Disclosure Schedule, the permits listed in Section 3.4(c) of the Company Disclosure Schedule are valid and in full force and effect and will remain in full force and effect after the Closing and consummation of the transaction

contemplated hereby. The Company and each Subsidiary is in material compliance with the terms and conditions of all said permits.

Section 3.5 *Charter and Bylaws.*

(a) The Company has heretofore furnished to Parent a complete and correct copy of the Company Charter and the Company Bylaws, each as amended to date. The Company Charter and the Company Bylaws are in full force and effect. The Company is not in violation of any provision of the Company Charter or the Company Bylaws that would have a Material Adverse Effect on the Company.

(b) Each of the Company's Subsidiaries has heretofore furnished to Parent a complete and correct copy of its Articles of Incorporation, Certificate of Incorporation or Articles of Organization, as the case may be, (collectively, the "*Subsidiary Charters*") and its Bylaws (collectively, the "*Subsidiary Bylaws*"), each as amended to date. The Subsidiary Charters and the Subsidiary Bylaws are in full force and effect. The Company's Subsidiaries are not in violation of any provision of the applicable Subsidiary Charters or the Subsidiary Bylaws that would have a Material Adverse Effect on the Company.

Section 3.6 *Financial Statements.*

(a) *Audited.* The Company has delivered to Parent copies of Company's audited consolidated financial statements as of and for the fiscal years ended December 31, 2004, 2005, and 2006, together with the notes thereto (the "*Audited Financial Statements*"). The Audited Financial Statements were prepared in accordance with GAAP consistently applied throughout the periods indicated, are correct and complete and fairly present the financial position and condition of the Company at the dates thereof and the results of operations of the Company for the periods covered thereby, and contain no material misstatements or omissions.

(b) *Unaudited.* The Company has delivered to Parent copies of Company's unaudited consolidated financial statements for the six (6) month period ended June 30, 2007, (the "*Unaudited Financial Statements*"). The Unaudited Financial Statements were prepared in accordance with GAAP on a basis consistent with the Audited Financial Statements and are correct and complete and fairly present the financial position and condition of the Company at the date thereof and the results of operations for the period covered thereby (subject to customary year end adjustments and not including footnotes necessary for presentation in accordance with GAAP) and contain no material misstatements or omissions (the Audited Financial Statements and the Unaudited Financial Statements, together, the "*Financial Statements*").

(c) *Liabilities.* Except as set forth in Section 3.6(c) of the Company Disclosure Schedule or as fully reflected or reserved against in the Financial Statements, the Company does not have outstanding any liability or obligation of any nature whatsoever (whether absolute, accrued, contingent or otherwise, including liabilities for Taxes), other than liabilities (including liabilities for Taxes) incurred in the ordinary course of business that, individually or in the aggregate, would not have a Material Adverse Effect on the Company.

(d) *Internal Controls.* Except as set forth in Section 3.6(d) of the Company Disclosure Schedule, the Company maintains a system of internal accounting controls sufficient, based on and consistent with the size and ownership of the Business and the Company, to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

Section 3.7 *Accounts Receivable.* Except as set forth in Section 3.7 of the Company Disclosure Schedule, to the Knowledge of the Company, all of the accounts and notes receivable of the Company set forth in the Financial Statements (net of the applicable reserves):

(i) represent sales actually made or transactions actually effected in the ordinary course of business for goods or services delivered or rendered to unaffiliated customers in bona fide arm's length transactions;

(ii) constitute valid claims; and

(iii) are good and collectible at the aggregate recorded amounts thereof (net of such reserves) without right of recourse, defense, deduction, return of goods, counterclaim, or offset and have been or will be collected in the ordinary course of business and consistent with past experience.

Section 3.8 *Tax Matters.* Except as set forth in Section 3.8 of the Company Disclosure Schedule, all foreign, federal, state, county and local taxes, including, without limitation, income, gross receipts, corporate franchise, stamp, transfer, sales, and use, license, severance, excise, employment (including unemployment compensation contributions), withholding, ad valorem, alternative or add-on minimum, estimated, or any other similar taxes, special charges or levies, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties ("*Taxes*") due and payable by the Company on or before the date of the Financial Statements have been paid (whether disputed or not) or recognized as a liability in the Financial Statements, and the Company has filed all tax returns and reports required to be filed by the Company with all applicable taxing authorities when due (taking into account any granted filing extension requests) (collectively, the "*Tax Returns*"), and such Tax Returns were accurate and complete in all material respects. The provisions for Taxes included in the Unaudited Financial Statements represent, in all material respects, adequate provision for all accrued and unpaid Taxes of the Company, whether or not disputed, as of the date of the Unaudited Financial Statements. To the Knowledge of the Company, positions taken by the Company on such Tax Returns with respect to the liability of the Company for Taxes or used in making provisions for Taxes in the Financial Statements are proper and otherwise in accordance with a reasonable interpretation of the Code, the regulations thereunder and cases, rulings and administrative guidance related thereto as in effect at the time such positions were taken. The Company will not be required to exclude any item of deduction from taxable income for any taxable period (or portion thereof) ending prior to the Closing Date as a result of any disallowed or deferred interest expense deduction. Except as set forth in Section 3.8 of the Company Disclosure Schedule, the Company has paid (or has recognized as a liability on its financial statements) all Taxes that could form a charge or encumbrance on the Company or its assets or that could become payable by Parent, Merger Sub or the Company as a result of or in connection with any event relating to the Company occurring on or before the Closing, whether or not shown on any Tax Return. The Company has no outstanding or unsatisfied deficiency assessments with respect to any Taxes, and there are no current audits or investigations by or disputes with any authority with respect to any Taxes that may affect the Company or form a lien or charge on any of its assets. The Company has not received written notice that an examination of or proceeding concerning any Tax Return of the Company is pending or threatened. The Company will not be required to include any item of income in or exclude an item of deduction from any period ending after the Closing Date resulting from a change in accounting method or period, a "closing agreement" (as described in section 7121 of the Code), intercompany transactions or an excess loss account, an installment sale or open transaction disposition prior to Closing Date, or a prepaid amount received on or prior to Closing Date. The Company has not waived any statute of limitations in respect to Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency. The Company has not and will not be subject to accumulated earnings Tax contained in sections 531 and 532 of the Code for periods ending on or before the Closing Date. The Company is not a party to any Tax allocation or sharing agreement. The Company has not been a member of an "affiliated group" (as defined in Section 1504(a) of the Code) filing a consolidated federal income Tax

Return (other than a group the common parent of which was the Company) or has any Tax liability for any Person (other than the Company) under Reg. Sec. 1.1502-6, as a transferee or successor, by contract, or otherwise. All Company Stock Options (i) were granted in consideration for the performance of "services" (as such term is defined in Section 83 of the Code) and (ii) are not the subject of any election statement made under Section 83(b) of the Code as those terms are defined under Section 83 of the Code and the Treasury Regulations thereunder. No state or federal "net operating loss" or other tax attribute of the Company or any Subsidiary is subject to the limitation on its use pursuant to Section 382 of the Code or comparable provisions of state law as a result of any "ownership change" within the meaning of Section 382(g) of the Code or comparable provisions of any state law occurring prior to the Effectiveness Time.

Section 3.9 *Absence of Certain Changes or Events.* Except as set forth in Section 3.9 of the Company Disclosure Schedule, and as contemplated or expressed herein, since December 31, 2006:

(a) the Company has not incurred any liability or obligation (indirect, direct or contingent), or entered into any oral or written agreement or other transaction, that is not in the ordinary course of business or that would result in a Material Adverse Effect on the Company;

(b) the Company has not sustained any loss or interference with its business or properties from fire, flood, windstorm, accident or other calamity (whether or not covered by insurance) that has had, or would result in, a Material Adverse Effect on the Company;

(c) there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its stock;

(d) there has not been, (i) any change by the Company in its accounting methods, principles or practices, (ii) any revaluation by the Company of any asset (including, without limitation, any writing down of the value of inventory or writing off of notes or accounts receivable), other than in the ordinary course of business consistent with past practice, and (iii) any entry by the Company into any commitment or transaction material to the Company, except in the ordinary course of business and consistent with past practice;

(e) there has not been (i) any adoption of a new Company Plan (as hereinafter defined), (ii) any amendment to a Company Plan, (iii) any granting by the Company to any executive officer or other key employee of the Company of any increase in compensation, except in the ordinary course of business consistent with prior practice, (iv) any granting by the Company to any such executive officer or other key employee of any increase in retention, severance, termination, or similar arrangements or agreements in effect as of the date of the most recent financial statements or (v) any entry by the Company into any employment, severance, retention, termination, similar arrangement or agreement with any such executive officer or other key employee except in the ordinary course of business consistent with prior practice;

(f) there has not been any change in the amount or terms of the indebtedness of the Company other than in the ordinary course of business;

(g) there has not been any granting of a security interest in or lien on any property or assets of the Company; and

(h) there has been no event causing a Material Adverse Effect on the Company, nor any set of circumstances that would, individually or in the aggregate, result in a Material Adverse Effect on the Company.

Section 3.10 *Title to and Sufficiency of Assets.*

(a) Except as set forth in Section 3.10 of the Company Disclosure Schedule, the Company owns, and as of the Effective Time the Company will own, good and marketable title to all of its

assets constituting personal property to conduct the Business as presently conducted by the Company (excluding, for purposes of this sentence, assets held under leases), free and clear of any and all mortgages, liens, encumbrances, charges, claims, restrictions, pledges, security interests or impositions (collectively, "*Liens*"). Such assets, together with all assets held by the Company under leases, include all tangible and intangible personal property, contracts and rights required for the operation of the Business as presently conducted.

(b) The Company owns, and as of the Effective Time the Company will own, no Real Estate. All Real Estate used by the Company is leased by the Company pursuant to the Real Estate Leases and is adequate for the operation of the Business as presently conducted by the Company. The leases to all Real Estate occupied by the Company are in full force and effect and no event has occurred with the passage of time, the giving of notice, or both, would constitute a default or event of default by the Company or, to the Knowledge of the Company, any other Person who is a party signatory thereto.

Section 3.11 *Permits and Compliance.*

(a) The Company, together with its Subsidiaries, is in possession of all franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, clearances (including appropriate security clearances), certificates, approvals and orders necessary for the Company, together with its Subsidiaries, to own, lease and operate its properties or to conduct the Business as it is now being conducted (the "*Company Permits*"), except where the failure to have any of the Company Permits would not, individually or in the aggregate, have a Material Adverse Effect on the Company, and no suspension or cancellation of any of the Company Permits is pending or, to the Knowledge of the Company, threatened, except where the suspension or cancellation of any of the Company Permits would not, individually or in the aggregate, have a Material Adverse Effect on the Company.

(b) To the Company's Knowledge, it is not in violation of: (i) any applicable law, ordinance, administrative, or governmental rule or regulation of any Governmental Entity, including any consumer protection, kickback, procurement integrity, contingent fee, gratuities to government officials, environmental, equal opportunity, customs, export control, foreign trade and foreign corrupt practices laws, securities laws, rules or regulations (including Cost Accounting Standards, the National Industrial Security Program Manual (including all rules and regulations relating to protection of classified information and retention of facility and personnel security clearances), the Federal Acquisition Regulations and any agency supplements thereto (e.g., FARS and NASA FAR regulations) and the Truth in Negotiation Act), or (ii) any order, decree or judgment of any Governmental Entity having jurisdiction over the Company, including any Company Permit.

(c) The Company, together with its Subsidiaries, has obtained all material regulatory approvals, and to the Knowledge of the Company, the Company, together with its Subsidiaries, has obtained all material regulatory approvals from any foreign regulatory agencies, related to the products or services sold by the Company or any Subsidiary.

(d) Except as set forth in Section 3.11 of the Company Disclosure Schedule, the properties, assets and operations of the Company, together with its Subsidiaries, are in material compliance with all applicable federal, state, local and foreign laws, rules and regulations, orders, decrees, judgments, permits and licenses relating to public and worker health and safety (collectively, "*Worker Safety Laws*"). With respect to such properties, assets and operations, including any previously owned, leased or operated properties, assets or operations, to the Knowledge of the Company, there are no past or present conditions, circumstances, activities, practices, incidents, or actions of the Company or any Subsidiary that may interfere with or prevent compliance or continued compliance with applicable Worker Safety Laws except as set forth in Section 3.11 of the Company Disclosure Schedule.

Section 3.12 *Certain Business Practices.* None of the Company or any Subsidiary or, to the Knowledge of the Company, any directors, officers, agents or employees of the Company or any Subsidiary has (i) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns or violated any provision of the Foreign Corrupt Practice Act of 1977, as amended or (iii) made any other unlawful payment.

Section 3.13 *Actions and Proceedings.* Except as set forth in Section 3.13 of the Company Disclosure Schedule, to the Knowledge of the Company there is no outstanding order, judgment, injunction, award or decree of any Governmental Entity against or involving the Company or any Subsidiary, or against or involving any of the present or former directors, officers, employees, consultants, agents or shareholders of the Company or any Subsidiary, as such, any of its or their properties, assets or business or any Company Plan (as hereinafter defined) and which is related to the Business. Except as set forth in Section 3.13 of the Company Disclosure Schedule, there is no action, suit or claim, labor dispute, or legal, administrative or arbitrative proceeding or investigation (including claims for workers' compensation or investigations by a Governmental Entity), suspension or debarment (including under the False Claims Act) pending or, to the Knowledge of the Company, threatened against or involving the Company or any Subsidiary or any of its present or former directors, officers, employees, consultants, agents or shareholders, as such, or any of its properties, assets or business or any Company Plan and which is related to the Business.

Section 3.14 *Employment Issues.*

(a) Section 3.14(a) of the Company Disclosure Schedule sets forth a list of those employees of the Company subject to written employment agreements (collectively, the "*Employment Agreements*").

(b) Neither the Company nor any Subsidiary is a party to any collective bargaining agreement, labor contract or other agreement with a body representing any of its or their employees. Neither the Company nor any Subsidiary is now, or has ever, engaged in any unfair labor practice with respect to any Persons employed by or otherwise performing services primarily for the Company or any Subsidiary (the "*Company Business Personnel*"), and, to the Knowledge of the Company, there is no unfair labor practice complaint or grievance against the Company or any Subsidiary by any Person pursuant to the National Labor Relations Act or any comparable state or foreign law pending or threatened in writing with respect to the Company Business Personnel and there have been no claims, inquiries, citations, penalties assessed or other proceedings in respect of the Company or any Subsidiary which relate to any provision of law relating to unfair labor practices. There is no labor strike, dispute, slowdown or stoppage pending or, to the Knowledge of the Company, threatened against or affecting the Company or any Subsidiary which may interfere with the Business.

(c) Except as set forth in Section 3.14(c) of the Company Disclosure Schedule, the Company and each Subsidiary is in material compliance with all applicable laws, rules and regulations which relate to wages and hours and is not liable for any arrears of wages or any taxes or penalties for failure to comply with any of the foregoing.

(d) Except as set forth in Section 3.14(d) of the Company Disclosure Schedule, the Company and each Subsidiary is in material compliance with all applicable laws, rules and regulations which relate to discrimination in employment, including those relating to race, color, national origin, sex, religion, age, marital status, disability or any other legally protected status and there are no pending or, to the Knowledge of the Company, threatened discrimination charges or complaints against the Company or any Subsidiary relating to race, color, national origin, sex, religion, age, marital status, disability or any other legally protected status.

(e) Except as set forth in Section 3.14(e) of the Company Disclosure Schedule, to the Knowledge of the Company, neither the Company nor any Subsidiary is now, or during the three (3) years prior hereto, has been, charged with or threatened with a charge of violation, or under investigation with respect to a possible violation, of any provision of any law relating to equal employment opportunity and there have been no complaints, claims, inquiries, citations, penalties assessed or other proceedings in respect of the Company or any Subsidiary which relate to any provision of any law relating to equal employment opportunity, and neither the Company nor any Subsidiary is liable for any back pay, forward pay, damages (including treble or punitive damages), or any other amounts in respect thereof.

(f) Section 3.14(f) of the Company Disclosure Schedule contains a correct and complete list of the name, start date, and current annual salary of all Company Business Personnel.

(g) The Company has not incurred any liability or obligation under the Worker Adjustment and Retraining Notification Act and the regulations promulgated thereunder, or any similar state or local law that remains unsatisfied.

Section 3.15 *Certain Agreements.* Except as to the Employment Agreements and for those agreements set forth in Section 3.15 of the Company Disclosure Schedule, neither the Company nor any Subsidiary is a party to any oral or written agreement or plan, including any severance agreement, retention agreement or other similar agreement or arrangement, or stock option plan, stock appreciation rights plan, restricted stock plan or stock purchase plan (collectively, the "*Compensation Agreements*"), pension plan (as defined in Section 3(2) of the ERISA) or welfare plan (as defined in Section 3(1) of ERISA), which provides for the granting of any benefits or that any of the benefits of which will be increased, or (except as any acceleration of vesting of any Company Stock Options) the vesting of the benefits of which will be accelerated, by the occurrence of any of the transactions contemplated by this Agreement or (except as to the Company Stock Options) the value of any of the benefits of which will be calculated on the basis of any of the transactions contemplated by this Agreement.

Section 3.16 *ERISA.*

(a) Each Company Plan is listed in Section 3.16(a) of the Company Disclosure Schedule. With respect to each Company Plan, the Company has delivered to Parent a true and correct copy of (i) the three most recent annual reports (Form 5500) filed with the IRS, (ii) each such Company Plan that has been reduced to writing and all amendments thereto, (iii) each trust agreement, insurance contract or administration agreement relating to each such Company Plan, (iv) a written summary of each unwritten Company Plan, (v) the most recent summary plan description or other written explanation of each Company Plan provided to participants, (vi) the most recent determination letter and request therefor, if any, issued by the IRS with respect to any Company Plan intended to be qualified under section 401(a) of the Code, (vii) any request for a determination currently pending before the IRS and (viii) all correspondence with the IRS, the Department of Labor or Pension Benefit Guaranty Corporation relating to any outstanding controversy or audit. Each Company Plan complies in all material respects with ERISA, the Code and all other applicable statutes and governmental rules and regulations. Neither the Company nor any ERISA Affiliate currently maintains, contributes to or has any liability under or, at any time during the past six years has maintained or contributed to, any pension plan which is subject to section 412 of the Code or section 302 of ERISA or Title IV of ERISA. Neither the Company nor any ERISA Affiliate currently maintains, contributes to or has any liability under or, at any time during the past six years has maintained or contributed to, any Company Multiemployer Plan.

(b) Except as listed in Section 3.16(b) of the Company Disclosure Schedule, with respect to the Company Plans, to the Knowledge of the Company, no event or set of circumstances has occurred and there exists no condition or set of circumstances in connection with which the

Company or ERISA Affiliates or any Company Plan fiduciary (with respect to the Company Plan) could be subject to any liability for any material violation of the terms of such Company Plans, ERISA, the Code or any other applicable law. Except as set forth in Section 3.16(b) of the Company Disclosure Schedule, all Company Plans that are intended by their terms to be, or are otherwise treated by the Company as qualified under Section 401(a) of the Code have been determined by the IRS to be so qualified, or a timely application for such determination is now pending and the Company is not aware of any reason why any such Company Plan is not so qualified in operation. Except as set forth in Section 3.16(b) of the Company Disclosure Schedule, neither the Company nor any ERISA Affiliate has any liability or obligation under any welfare plan or agreement, within the meaning of Section 3(1) of ERISA, to provide health, life, disability insurance, deferred compensation or pension benefits after termination of employment to any employee or dependent other than as required by Section 4980B of the Code.

(c) Except as set forth in Section 3.16(c) of the Company Disclosure Schedule, neither the Company nor any Subsidiary is a party to any agreement, contract or arrangement that could result, separately or in the aggregate, in the payment of any "excess parachute payments" within the meaning of Section 280G of the Code.

(d) With respect to each Company Plan, all contributions and payments due on or prior to the Closing have been or will be timely made.

Section 3.17 *Intellectual Property.*

(a) The Company owns title to or possesses adequate licenses or other valid rights to use (including the right to sublicense to customers, suppliers or others as needed) all of the Intellectual Property that is necessary for the Business as currently conducted by the Company (collectively, the "*Company Intellectual Property*"). DTI Associates, Inc., a Virginia corporation and wholly-owned subsidiary of the Company ("*DTI Associates*"), has joint ownership of the RM design and data as set forth on Schedule 3.17(a).

(b) Section 3.17(b) of the Company Disclosure Schedule sets forth all of the Proprietary Assets owned by the Company or any Subsidiary which have been registered with a Governmental Entity. The Company has taken adequate steps to prevent the unauthorized disclosure or use, of confidential information related to the Proprietary Assets of the Company or any Subsidiary.

(c) Section 3.17(c) of the Company Disclosure Schedule lists each material license or other agreement with a third party pursuant to which the Company or any Subsidiary has the right to use the Intellectual Property of such party utilized in connection with any product of, or service provided by, the Company or any Subsidiary (the "*Company Licenses*").

(d) Except as set forth in Section 3.17(d) of the Company Disclosure Schedule, there are no pending or, to the Knowledge of the Company, threatened interferences, re-examinations, oppositions or cancellation proceedings involving any patents or patent rights, trademarks or trademark rights, or applications therefor, of the Company or any Subsidiary. There are no pending or, to the Knowledge of the Company, threatened claims or litigation contesting the validity, ownership or right to use, sell, license or dispose of the Company Intellectual Property.

(e) There is no breach or violation by the Company or any Subsidiary under, and to the Knowledge of the Company, no breach or violation by any other party to any Company License which, individually or in the aggregate, would have a Material Adverse Effect on the Company.

(f) There has been no unauthorized disclosure or use by employees, consultants, officers, directors and agents of, and, to the Knowledge of the Company, there has otherwise been no unauthorized disclosure or use of, confidential information, trade secret rights, processes and

formulas, research and development results and other know-how of the Company, which in each case could cause a Material Adverse Effect.

(g) Except as set forth in Section 3.17(g) of the Company Disclosure Schedule, neither the Company nor any Subsidiary has licensed or otherwise permitted the use by any third party of any proprietary information or Company Intellectual Property on terms or in a manner which, individually or in the aggregate, would have a Material Adverse Effect on the Company.

(h) The conduct of the Business as conducted in the past, or as currently conducted, did not and does not infringe upon or conflict with, in any way, any Intellectual Property rights of any third party.

(i) Except as set forth in Section 3.17(i) of the Company Disclosure Schedule, to the Knowledge of the Company, there are no infringements of, or conflicts with, any Company Intellectual Property.

Section 3.18 *Environmental Matters.* To the Knowledge of the Company, the Company is in compliance in all material respects with all applicable Environmental Laws, which compliance includes the possession by the Company of all applicable Environmental Permits and other required authorizations from any Governmental Entity required under applicable Environmental Laws, and compliance with the terms and conditions thereof. Neither the Company nor any Subsidiary has received any notice or other communication (in writing or otherwise), whether from a Governmental Entity, citizens group, employee or otherwise, that alleges that the Company or any Subsidiary is not in compliance with the Environmental Law, and, to the Knowledge of the Company, there are no circumstances that may prevent or interfere with the Company's or any Subsidiary's compliance with any applicable Environmental Law in the future. Except as set forth in Section 3.18 of the Company Disclosure Schedule, there are no environmental assessments or audit reports or other similar studies or analyses in the possession of or, to the Knowledge of the Company, available to the Company or any Subsidiary relating to any real property currently or formerly owned, leased or occupied by the Company or any Subsidiary.

Section 3.19 *Suppliers, Customers, Distributors and Significant Employees.* Except as set forth in Section 3.19 of the Company Disclosure Schedule, neither the Company nor any Subsidiary has received any notice or has any reason to believe that (a) any significant supplier, including any sole source supplier, will not sell products, supplies, merchandise and/or other goods to the Company or any Subsidiary at any time after the Effective Time on terms and conditions substantially similar to those used in its current sales to the Company or any Subsidiary, subject only to general and customary price increases; (b) any significant customer of the Company or any Subsidiary intends to terminate or limit or alter its business relationship with the Company or any Subsidiary; or (c) any employee of the Company or any Subsidiary intends to terminate or has terminated such employee's employment with the Company or any Subsidiary.

Section 3.20 *Contracts.*

(a) Section 3.20(a) of the Company Disclosure Schedule contains a list of all active leases and subleases of Real Estate by the Company or any Subsidiary (collectively, the "*Real Estate Leases*"). Section 3.20(a) of the Company Disclosure Schedule also contains a list of all leases or subleases of personal property which are material to the operation of the Business as currently conducted by the Company (collectively, the "*Personal Property Leases*"; the Real Estate Leases and the Personal Property Leases are hereinafter collectively referred to as the "*Leases*").

(b) Section 3.20(b) of the Company Disclosure Schedule contains a list of all Set-Aside Contracts and active contracts to which the Company or any Subsidiary and any Governmental Entity is a party, and any active contracts pursuant to which the Company or any Subsidiary acts as a vendor or a subcontractor for a party having a contract with a Governmental Entity (collectively,

the "*Government Contracts*"). Section 3.20(b) of the Company Disclosure Schedule sets forth which of the Government Contracts are Section 8(a) Contracts and Set-Aside Contracts.

(c) Section 3.20(c) of the Company Disclosure Schedule contains a list of all active teaming agreements and vendor and supply agreements which are material to the operation of the Business as currently conducted by the Company or any Subsidiary (collectively, the "*Additional Contracts*") (the Leases, Governmental Contracts and the Additional Contracts are collectively referred to herein as the "*Material Contracts*").

(d) Except as set forth in Section 3.20(d) of the Company Disclosure Schedule, neither the Company, any Subsidiary, nor, to the Knowledge of the Company, any other party to any Material Contract is currently in material violation, breach or default under any such contract or, with or without notice or lapse of time or both, would be in violation or breach of or default under any such contract.

(e) Except as set forth in Section 3.20(e) of the Company Disclosure Schedule, to the Knowledge of the Company, with respect to the Government Contracts:

(i) no Government Contract was entered into with the anticipation that such contract would result in a loss upon completion or performance thereof, nor has anything come to the attention of the Company which would reasonably lead them to believe that there are any such Government Contracts currently expected to result in any loss;

(ii) the Company and each Subsidiary has made, in a timely and proper fashion, any and all material claims to which it may be entitled and all appeals necessary to preserve its rights in connection with all Government Contracts;

(iii) there are no open Inquiries, investigations, disputes or Controversies with respect to any Government Contracts; and

(iv) neither the Company nor any Subsidiary has engaged in any collusive bidding, defective pricing, conflicts of interest, or undisclosed product substitution or improper time or expense charging or payment of gratuities with respect to any Government Contract, and all statements, claims and certifications made in connection with any Government Contract were true, accurate and complete in all material respects when made.

(f) Except as to any of the Material Contracts, neither the Company nor any Subsidiary is a party to or bound by:

(i) any contract for the purchase, sale or lease of real property;

(ii) any agreement which provides for, or relates to, the incurrence by the Company or any Subsidiary of debt for borrowed money (including, without limitation, any interest rate or foreign currency swap, cap, collar, hedge or insurance agreements, or options or forwards on such agreements, or other similar agreements for the purpose of managing the interest rate and/or foreign exchange risk associated with its financing);

(iii) any non-competition agreement, exclusive territory, exclusive product, no-hire or non-solicitation agreement or similar agreement that limits or restricts the Company or any Subsidiary from carrying on any business;

(iv) any contract or agreement which provides for a most favored pricing provision or any similar provision for any customer of the Company or any Subsidiary; and

(v) any non-disclosure or similar agreement restricting the Company's or any Subsidiary's ability to disclose any information or data.

(g) Except as set forth in Section 3.20(g) of the Company Disclosure Schedule, there are no contracts or agreements of the Company having terms or conditions which would have a Material Adverse Effect on the Company or that materially impair the ability of the Company to conduct the Business as currently conducted or would reasonably be expected to materially impair the Surviving Corporation's ability to conduct the Business after the Effective Time.

(h) Except as set forth in Section 3.20(h) of the Company Disclosure Schedule, each Material Contract constitutes a valid, binding and enforceable obligation of the Company or any Subsidiary and, to the Knowledge of the Company, the other parties thereto, enforceable against the parties in accordance with its respective terms, subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws related to creditor's rights and remedies generally, and is in full force and effect and are expected to continue in full force and effect after the Effective Time, in each case, without breaching the terms thereof or resulting in the forfeiture, termination or impairment of any rights thereunder and without the consent, approval or act of, or the making of any filing with, any other party. Neither the Company nor any Subsidiary is in, or is alleged to be in, breach or default thereunder, nor is there or is there alleged to be any basis for termination thereof, and, to the Knowledge of the Company, no other party to any such Material Contract has breached or defaulted thereunder or has acted or failed to act in any manner that is reasonably likely to result in criminal charges or claims for material damages being brought against the Company or any Subsidiary, and, to the Knowledge of the Company, no event or set of circumstances has occurred and no condition or state of facts or set of circumstances exists which, with the passage of time or the giving of notice or both, would constitute such a default or breach by the Company or any Subsidiary, or by any such other Party

Section 3.21 *Insurance.*

(a) The Company together with its Subsidiaries maintains insurance policies with financially sound insurance companies or self-insurance programs of such types (including, but not limited to, products liability, workmen's compensation and general liability) and such amounts as, in the reasonable judgment of the Company, are adequate for the Business and operations of the Company together with its Subsidiaries as currently conducted (and as conducted heretofore).

(b) Section 3.21 of the Company Disclosure Schedule contains (i) an accurate and complete list of all such policies and programs of insurance providing coverage for the Company together with its Subsidiaries, including the name of the insurer, type of insurance or coverage, policy number, and the amount of coverage and any retention or deductible of the Company or any Subsidiary, and (ii) a schedule setting forth the aggregate claims and all individual claims in excess of Ten Thousand Dollars ($10,000) made under each such policy or program (or any predecessor policy or program) during the last three (3) years.

(c) No notice of cancellation, termination or reduction in coverage has been received by the Company or any Subsidiary with respect to any policy listed in Section 3.21 of the Company Disclosure Schedule. Neither the Company nor any Subsidiary has been refused any insurance with respect to its assets or operations, nor has its coverage been limited, by any insurance carrier to which it has applied for any such insurance or which it has carried insurance during the last three (3) years.

Section 3.22 *Transactions with Affiliates.*

(a) Except as set forth in Section 3.22(a) of the Company Disclosure Schedule, since December 31, 2006, neither the Company nor any Subsidiary has, in the ordinary course of business or otherwise, (i) purchased, leased or otherwise acquired any material property or assets or obtained any material services from, (ii) sold, leased or otherwise disposed of any material property or assets or provided any material services to (except with respect to remuneration for

services rendered in the ordinary course of business as director, officer or employee of the Company), (iii) entered into or modified in any manner any contract with, or (iv) borrowed any money from, or made or forgiven any loan or other advance (other than expenses or similar advances made in the ordinary course of business) to, any Affiliated Person.

(b) Except as set forth in Section 3.22(b) of the Company Disclosure Schedule, (i) the contracts of the Company and its Subsidiaries do not include any material obligation or commitment between the Company and any Affiliated Person, (ii) the assets of the Company and its Subsidiaries do not include any receivable or other obligation or commitment from an Affiliated Person to the Company or any Subsidiary and (iii) the liabilities of the Company and its Subsidiaries do not include any payable or other obligation or commitment from the Company to any Affiliated Person.

(c) To the Knowledge of the Company and except as set forth in Section 3.22(c) of the Company Disclosure Schedule, no Affiliated Person of the Company is a party to any contract with any customer or supplier of the Company or any Subsidiary that affects in any material manner the Business, financial condition or results of operation of the Company.

(d) Section 3.22(d) of the Company Disclosure Schedule sets forth (i) for each officer, director or employee who is a party to, or will receive benefits under, any Compensation Agreement as a result of the transactions contemplated herein, the total amount that each such Person may receive, or is eligible to receive (excluding any Merger Consideration), assuming that the transactions contemplated by this Agreement are consummated on the date hereof, and (ii) the total amount of indebtedness owed to the Company or any Subsidiary from each officer, director or employee of the Company or any Subsidiary.

Section 3.23 *Brokers.* Except as disclosed on Section 3.23 of the Company Disclosure Schedule, no broker, investment banker or other Person is entitled to any broker's, finder's or other similar fee or commission in connection with any of the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Company.

Section 3.24 *Government Furnished Equipment.* The Company does not have any equipment or fixtures loaned, bailed or otherwise furnished to or held by the Company by or on behalf of the United States or any foreign country.

Section 3.25 *Government Contracting.*

(a) Except as set forth in Section 3.25(a) of the Company Disclosure Schedule, there are (i) no outstanding material claims against the Company or any Subsidiary, either by any Governmental Entity or any prime contractor, subcontractor, vendor or other third party arising under or relating to any Government Contract, and (ii) no disputes between the Company or any Subsidiary and any Governmental Entity under the Contract Disputes Act or any other Federal statute or between the Company or any Subsidiary and any prime contractor, subcontractor or vendor arising under or relating to any such Government Contract. Except as set forth in Section 3.25(a) of the Company Disclosure Schedule, to the Knowledge of the Company, there are no facts that could reasonably be expected to result in a claim or dispute under clause (i) or (ii) of the immediately preceding sentence.

(b) The Company has submitted all required provisional bid labor and indirect rates through fiscal year 2007, and final indirect rates to the cognizant U.S. Government administrative contracting officer through fiscal year 2006. All such submissions are consistent with all government regulations cost accounting rules and regulations, including but not limited to the Federal Acquisition Regulations. No material unallowable costs were contained therein.

(c) Except as set forth in Section 3.25(c) of the Company Disclosure Schedule, neither the Company, any Subsidiary nor, to the Knowledge of the Company, any of its present employees, consultants or agents is (or during the last five (5) years has been) suspended or debarred from doing business with any Governmental Entity or is (or during such period was) the subject of a finding of non-responsibility or ineligibility for any Governmental Entity.

(d) Except as set forth in Section 3.25(d) of the Company Disclosure Schedule, to the Knowledge of the Company, no statement, representation or warranty made by Company or any Subsidiary in any Government Contract, any government bid or any exhibit thereto or in any certificate, statement, list, schedule or other document submitted or furnished to any Governmental Entity in connection with any Government Contract or government bid (i) contained on the date so furnished or submitted any untrue statement of material fact, or failed to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading, or (ii) contains any untrue statement of a material fact, or fails to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading, except where, in the case of both clauses (i) and (ii), any untrue statement or failure to state a fact would not have a Material Adverse Effect on the Company.

(e) The Company together with its Subsidiaries, in conducting the Business as it relates to government contracts, is in material compliance with all government accounting principals and governing regulations, including but not limited to, all laws relating to government contract recordkeeping. No unidentified unallowable costs exist on the books and records of the Company.

(f) The Company together with its Subsidiaries has submitted all required labor rate proposals, as well as all final indirect rate submissions, to the cognizant Defense Contract Management Agency (DCMA) Administrative Contracting Officer for prior years in accordance with applicable Federal Acquisition Regulations and there are no outstanding or unresolved matters with respect thereto•

(g) Except as set forth on Section 3.25(g) of the Company Disclosure Schedule: (i) none of the Company's or any Subsidiary's employees, consultants or agents is (or, to the Knowledge of the Company, during the last five (5) years has been) under administrative, civil or criminal investigation, indictment or request for information by any Governmental Authority relating to the performance of his or her duties to the Company or any Subsidiary; (ii) there is not pending any audit or investigation of the Company, its officers, employees or representatives nor, to the Knowledge of the Company, within the last five (5) years has there been any audit or investigation of the Company, officers, employees or representatives resulting in a material adverse finding with respect to any alleged irregularity, misstatement or omission arising under or relating to any government contract; and (iii) during the last five (5) years, neither the Company no any Subsidiary has made any voluntary disclosure to any Governmental Entity with respect to any misstatements or omissions arising under or relating to any government contract that has led or is expected to lead, either before or after the Effective Time, to any of the consequences set forth in clause (i) or (ii) of the immediately preceding sentence or any other material damage, penalty assessment, recoupment of payment or disallowance of cost.

Section 3.26 *Claims and Invoices.*

(a) Neither the Company nor any Subsidiary has any obligation to refund or otherwise repay the Collected Amount.

(b) Neither the Company nor any Subsidiary is liable for, or under obligation to pay, any damages resulting from delays in the completion of the Milestones.

(c) The Company has invoiced the Customer for the Invoice Amount for the completion of the Selected Milestones (the "*Outstanding Invoices*") and the Outstanding Invoices constitute valid invoices and are good and collectible in full without right of recourse, defense, deduction or offset.

Section 3.27 *Representations and Warranties.* Each of the representations and warranties contained in this Article III will be true and correct as of the Closing Date, except for (i) changes therein specifically permitted by this Agreement or resulting from any transaction expressly consented to in writing by Parent, (ii) any transaction permitted by *Section 5.1* of this Agreement, and (iii) for those representations and warranties which address matters only as of a particular date, in which case, those shall be true and correct as of such date.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PARENT, MERGER SUB AND KRATOS

Parent, Merger Sub and Kratos jointly and severally represent and warrant to the Company as follows:

Section 4.1 *Organization, Standing and Power.* Kratos is a corporation duly organized, validly existing and in good standing under the laws of its place of organization and has the requisite corporate power and authority to carry on its business as now being conducted. Parent is a corporation duly organized, validly existing and in good standing under the laws of its place of organization and has the requisite corporate power and authority to carry on its business as now being conducted. Merger Sub is a corporation duly organized, validly existing and in good standing under the laws of its place of incorporation and has the requisite corporate power and authority to carry on its business as now being conducted.

Section 4.2 *Authority.* On or prior to the date of this Agreement, the respective Boards of Directors of Kratos, Parent and Merger Sub have declared the Merger advisable and have approved this Agreement. Each of Kratos, Parent and Merger Sub has all requisite corporate power and authority to enter into this Agreement, and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by Kratos, Parent and Sub, the execution, and the consummation by Kratos, Parent and Merger Sub of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Kratos, Parent and Sub, subject to the filing of the appropriate Articles of Merger as required by the IBCL and the Certificate of Merger as required by the DGCL. This Agreement has been duly executed and delivered by Kratos, Parent and Sub, and (assuming the valid authorization, execution and delivery of this Agreement by the Company, and the validity and binding effect hereof on the Company) this Agreement constitutes the valid and binding obligation of Kratos, Parent and Merger Sub enforceable against each of them in accordance with its terms, except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies.

Section 4.3 *Consents and Approvals; No Violation.*

(a) Assuming that all consents, approvals, authorizations and other actions described in clauses (i) through (iii) of the last sentence of this *Section 4.3(b)* have been obtained or been taken, as applicable, the execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby and compliance with the provisions hereof will not, result in any violation of, or default (with or without notice or lapse of time, or both) under, any provision of (i) the Certificate of Incorporation or Bylaws of Kratos, Parent and Merger Sub, each as amended to date, (ii) any agreement between Kratos, Parent or Merger Sub and the respective shareholders of each or any note, bond mortgage, indenture, lease or other agreement, instrument,

permit, concession, franchise or license applicable to either Parent, Kratos or Merger Sub and (iii) any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Kratos, Parent or Merger Sub other than, in the case of clauses (i), (ii) or (iii) of the last sentence of *Section 4.3(a)*, any such violations or defaults that, individually or in the aggregate, would not have a Material Adverse Effect on Kratos, Parent or Sub, materially impair the ability of Kratos, Parent or Merger Sub to perform their respective obligations hereunder or prevent the consummation of any of the transactions contemplated hereby.

(b) No filing or registration with, or authorization, consent or approval of, any domestic (federal, state and local), foreign or supranational court, board, department, commission, governmental body, regulatory agency, authority or tribunal (a "*Governmental Entity*") is required by or with respect to Kratos, Parent or Merger Sub in connection with the execution and delivery of this Agreement by Kratos, Parent or Sub, or is necessary for the consummation of the Merger and the other transactions contemplated by this Agreement, except for:

(i) the filing of the Articles of Merger with the Secretary of State of the State of Indiana, the filing of the Certificate of Merger with the Secretary of State of the State of Delaware, and appropriate documents with the relevant authorities of other states in which the Company is qualified to do business,

(ii) such filings relating to the Registration Statement and under the HSR Act; and

(iii) such other consents, orders, authorizations, registrations, declarations and filings the failure of which to be obtained or made would not, individually or in the aggregate, have a Material Adverse Effect on Kratos, Parent or Sub, materially impair the ability of Kratos, Parent or Merger Sub to perform its obligations hereunder or prevent the consummation of any of the transactions contemplated hereby.

Section 4.4 *Brokers.* Any broker, investment banker or other Person that is entitled to any broker's, finder's or other similar fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Kratos, Parent or Merger Sub shall be paid by Parent.

Section 4.5 *Certificate of Incorporation and Bylaws of Merger Sub.* Merger Sub has heretofore made available to Company a complete and correct copy of Merger Sub's Certificate of Incorporation and Bylaws, each as amended to date. Merger Sub's Certificate of Incorporation and Bylaws are in full force and effect. Merger Sub is not in violation of any provision of its Certificate of Incorporation or Bylaws.

Section 4.6 *SEC Documents; Financial Statements.* As of their respective filing dates, the Form 10-K for the fiscal year ended December 31, 2006, the Form 10-Q for the quarterly period ended March 31, 2007 and the Form 10-Q for the quarterly period ended June 30, 2007 for Kratos (the "*Kratos SEC Documents*") complied in all material respects with the requirements of the Securities Act and the Securities Exchange Act of 1934, as amended, and none of the Kratos SEC Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading. The financial statements of Kratos, including the notes thereto included in the Kratos SEC Documents (the "*Kratos Financial Statements*"), complied as to form in all material respects with applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto as of their respective dates, and have been prepared in accordance with generally accepted accounting principles applied on a basis consistent throughout the periods indicated and consistent with each other. The Kratos Financial Statements fairly present in all material respects the consolidated financial condition, operating results and cash flow of Kratos and its

Subsidiaries at the dates and during the periods presented therein (subject, in the case of unaudited statements, to normal, recurring yearend adjustments).

Section 4.7 *Representations and Warranties.* Each of the representations and warranties contained in this Article IV will be true and correct as of the Closing Date, except for (A) changes therein specifically permitted by this Agreement or resulting from any transaction expressly consented to in writing by the Company and (B) those representations and warranties which address matters only as of a particular date, in which case, those shall be true and correct as of such date

Section 4.8 *Financial Capacity.* At Closing, Kratos and Parent Group Members will have sufficient funds available to pay the Aggregate Merger Consideration.

ARTICLE V

COVENANTS RELATING TO CONDUCT OF BUSINESS

Section 5.1 *Conduct of Business by the Company Pending the Merger.* Except as expressly permitted herein or as set forth in Section 5.1 of the Company Disclosure Schedule, from the Execution Date through the Effective Time, the Company shall, and cause its Subsidiaries to, carry on the Business in the ordinary course of its business as currently conducted and, to the extent consistent therewith, use reasonable best efforts to preserve intact its current business organizations, keep available the services of its current officers and employees and preserve its relationships with customers, suppliers and others having business dealings with it to the end that its goodwill and ongoing business shall be unimpaired at the Effective Time. Without limiting the foregoing, and except as otherwise expressly contemplated by this Agreement or as set forth in Section 5.1 of the Company Disclosure Schedule (with specific reference to the applicable subsection below), the Company shall not, nor shall it permit any of its Subsidiaries to, without the prior written consent of Parent:

(a) (i) declare, set aside or pay any dividends on, or make any other actual, constructive or deemed distributions in respect of, any of its capital stock, or otherwise make any payments to its shareholders in their capacity as such, (ii) split, combine or reclassify any of its capital stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock or (iii) purchase, redeem or otherwise acquire any shares of capital stock of the Company or any other securities thereof or any rights, warrants or options to acquire any such shares or other securities;

(b) issue, deliver, sell, pledge, dispose of or otherwise encumber any shares of its capital stock, any other voting securities or equity equivalent or any securities convertible for or exchangeable into, or any rights, warrants or options to acquire any such shares, voting securities, equity equivalent or convertible securities, other than the issuance of shares of Company Common Stock upon the exercise of Company Stock Options outstanding on the date of this Agreement in accordance with their terms as of the date hereof;

(c) create any subsidiary or amend the Company Charter or Company Bylaws or amend or terminate any Employment Agreement;

(d) acquire or agree to acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of or equity in, or by any other manner, any business or any corporation, limited liability company, partnership, association or other business organization or division thereof or otherwise acquire or agree to acquire any assets other than in the ordinary course of business consistent with past practice;

(e) sell, lease or otherwise dispose of, or agree to sell, lease or otherwise dispose of, any of its assets other than sales of inventory that are in the ordinary course of business consistent with past practice;

(f) (i) incur any indebtedness for borrowed money or make any loans, advances or capital contributions to, or other investments in, any other Person, other than in the ordinary course of business consistent with past practices or (ii) post any bond or enter into any letter of credit or other similar arrangement;

(g) provide any guarantee, including any performance guarantee or any guarantee of indebtedness for borrowed money, other than in the ordinary course of business;

(h) alter (through merger, liquidation, reorganization, restructuring or in any other fashion) the corporate structure or ownership of the Company;

(i) enter into or adopt any, amend or terminate any existing, severance plan, agreement or arrangement or enter into or amend any Company Plan or employment, retention or consulting agreement or other similar agreement or arrangement, other than in the ordinary course of business;

(j) increase the compensation payable or to become payable to its directors, officers or employees (except for increases in the ordinary course of business consistent with past practice) or grant any severance or termination pay to, any director or officer of the Company, or establish, adopt, enter into, or, except as may be required to comply with applicable law, amend in any material respect or take action to enhance in any material respect or accelerate any rights or benefits under, any labor, collective bargaining, bonus, profit sharing, thrift, compensation, stock option, restricted stock, pension, retirement, deferred compensation, employment, termination, severance, retention or other plan, agreement, trust, fund, policy or arrangement for the benefit of any director, officer or employee;

(k) knowingly violate or knowingly fail to perform any obligation or duty imposed upon it by any applicable federal, state, local or foreign law, rule, regulation, guideline or ordinance, or under any order, settlement agreement or judgment;

(l) make any change to accounting policies or procedures (other than actions required to be taken by generally accepted accounting principles);

(m) prepare or file any Tax Return inconsistent with past practice or, on any such Tax Return, take any position, make any election, or adopt any method that is inconsistent with positions taken, elections made or methods used in preparing or filing similar Tax Returns in prior periods (it being understood and agreed that Parent shall be permitted to review and comment upon any Tax Return for a period of at least ten business days prior to its filing);

(n) make or rescind any express or deemed tax election related to Taxes or change any of its methods of reporting income or deductions for Tax purposes;

(o) commence any litigation or proceeding with respect to any material Tax liability or settle or compromise any material Tax liability or commence any other litigation or proceedings or settle or compromise any other material claims or litigation;

(p) enter into, amend or terminate any agreement or contract with any customer, supplier, sales representative, agent or distributor other than in the ordinary course of business; or purchase any real property; or make or agree to make any new capital expenditure or expenditures except in the ordinary course of business consistent with past practice;

(q) except in the ordinary course of business consistent with past practice, enter into or amend any agreement or contract with any other Person pursuant to which the Company is the licensor or licensee of any Intellectual Property;

(r) pay, discharge or satisfy any claims, liabilities or obligations (whether or not absolute, accrued, asserted, contingent or otherwise), other than the payment, discharge or satisfaction, in

the ordinary course of business consistent with past practice or in accordance with their terms, of liabilities adequately reflected or reserved against in, the most recent financial statements (or the notes thereto) of the Company or incurred in the ordinary course of business consistent with past practice that would not otherwise have a Material Adverse Effect on the Company; or

(s) authorize, recommend, propose or announce an intention to do any of the foregoing, or enter into any contract, agreement, commitment or arrangement to do any of the foregoing.

Section 5.2 *No Solicitation.* The parties hereby agree that the Company shall not, nor shall it authorize or permit any officer, director, employee, investment banker, financial advisor, attorney or other advisor or representative of the Company or any Subsidiary to, directly or indirectly (i) solicit, initiate, or encourage the submission of, any Purchase Proposal, (ii) enter into any agreement with respect to or approve or recommend any Purchase Proposal or (iii) participate in any discussions or negotiations regarding, or furnish to any Person any information with respect to the Company or any Subsidiary in connection with, or take any other action to facilitate any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any Purchase Proposal.

ARTICLE VI

ADDITIONAL AGREEMENTS

Section 6.1 *Company Shareholder Approval.* Promptly after the Execution Date, the Company shall call a shareholder meeting for the purpose of voting on this Agreement and the Merger. The materials provided to the Company's shareholders shall be subject to review and approval by Parent and shall include information regarding the Company, the terms of the Merger and this Agreement.

Section 6.2 *Access to Information.* Subject to currently existing contractual and legal restrictions applicable to the Company (all of which are disclosed in Section 3.20(a), (b), (c), (4), (e),(g) and (h) of the Company Disclosure Schedule), the Company shall afford to the accountants, counsel, financial and other advisors, affiliates and other representatives of Parent (collectively, "*Parent Representatives*") reasonable access to, and permit them to make such inspections as they may reasonably require of, during the period from the Execution Date through the Effective Time, all of its properties, books, contracts, commitments and records (including engineering records and Tax Returns and the work papers of independent accountants, if available and subject to the consent of such independent accountants) and, during such period, the Company shall (i) make available promptly to Parent all information concerning its business, properties and personnel as Parent may reasonably request and (ii) promptly make available to Parent all personnel of the Company knowledgeable about matters relevant to such inspections. The Company shall cooperate with Parent and all Parent Representatives in connection with, and in furtherance of, all of the foregoing for any reasonable purpose of Parent. All information obtained by Kratos, Parent, or Merger Sub pursuant to this *Section 6.2* shall be kept confidential in accordance with the letter dated May 10, 2007 from BB&T Capital Markets to Kratos relating to the confidentiality of information from the Company (the "*Confidentiality Agreement*").

Section 6.3 *Indemnification of Directors and Officers.* From and after the Effective Time, Parent shall indemnify and hold harmless all officers and directors of the Company to the same extent and in the same manner such Persons are indemnified as of the date of this Agreement by the Company pursuant to the IBCL, the Company Charter, Company Bylaws for acts or omissions occurring following the Effective Time. The Company may elect to obtain, pay for and have in effect at the Closing a directors' and officers' liability insurance policy covering the present and former directors and officers of Company (the "*Company Indemnified Parties*") for the period beginning on the Closing and ending upon the final disposition of any Indemnified Liabilities asserted or made prior to the sixth anniversary of the Closing (the "*Tail Policy*"). The Tail Policy, if any, shall have coverage limits as determined by the Company and shall indemnify, defend and hold harmless the Company Indemnified Parties against all losses, costs, damages, liabilities and expenses arising from claims, demands, actions,

causes of action, including reasonable attorneys' fees and expenses, that are paid in connection with any threatened or actual claim, action, suit, proceeding or investigation based in whole or in part on or arising in whole or in part out of or pertaining to the fact that such person was a director or officer of Company whether pertaining to any matter existing at or prior to the Closing and whether asserted or claimed prior to, at or after the Closing ("*Indemnified Liabilities*"), including all Indemnified Liabilities based in whole or in part on, or arising in whole or in part out of, or pertaining to this Agreement, in each case to the fullest extent permitted under Company's charter documents in effect immediately prior to the Closing and under Indiana Law as the same exists or may hereafter be amended to indemnify its own directors or officers, as the case may be.

Section 6.4 *Notification of Certain Matters*. Parent shall use its reasonable best efforts to give prompt notice to the Company, and the Company shall use its reasonable best efforts to give prompt notice to Parent, of: (a) the occurrence, or non-occurrence, of any event or circumstance, the occurrence, or non-occurrence, of which it is aware and which would be reasonably likely to cause (i) any representation or warranty contained in this Agreement and made by it to be untrue or inaccurate in any material respect or (ii) any covenant, condition or agreement contained in this Agreement and made by it not to be complied with or satisfied in all material respects, and (b) any failure of Parent, Sub, or the Company, as the case may be, to comply in a timely manner with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder. In addition to, and not in lieu of, the foregoing, the Company shall use its reasonable best efforts to give prompt notice to Parent of any change, circumstance or event which would be reasonably likely to have a Material Adverse Effect on the Company. Notwithstanding the foregoing, the delivery of any notice pursuant to this *Section 6.4* shall not limit or otherwise affect in any way the remedies available hereunder to the party receiving such notice.

Section 6.5 *Fees and Expenses*. Except as otherwise set forth herein, whether or not the Merger is consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including the fees and disbursements of counsel, financial advisors and accountants, shall be paid by the party incurring such costs and expenses.

Section 6.6 *Reasonable Best Efforts.*

(a) Upon the terms and subject to the conditions set forth in this Agreement, each of the parties agrees to use reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Merger and the other transactions contemplated by this Agreement, including: (i) the obtaining of all necessary actions or non-actions, waivers, consents and approvals from all Governmental Entities and the making of all necessary registrations and filings (including filings with Governmental Entities) and the taking of all reasonable steps as may be necessary to obtain an approval or waiver from, or to avoid an action or proceeding by, any Governmental Entity, (ii) the obtaining of all necessary consents, approvals or waivers from third parties; provided, however, that, with respect to *Sections 6.6(a)(i)* and *6.6(a)(ii)*, except for all filing fees related to obtaining any necessary approvals for the Merger under the HSR Act which fees shall be paid by Parent, Parent shall not have any obligation to offer or pay any consideration in order to obtain any such consents, approvals or waivers; provided, further, however, that, with respect to *Sections 6.6(a)(i)* and *6.6(a)(ii)*, the Company shall not offer or pay any consideration, or make any agreement or understanding affecting the Business or the assets, properties or liabilities of the Company, in order to obtain any such consents, approvals or waivers, except with the prior written consent of Parent which consent shall not be unreasonably withheld or delayed, (iii) the defending of any lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement, or the consummation of the transactions contemplated hereby, including seeking to have any stay, temporary restraining order or preliminary injunction entered by any court or other

Governmental Entity vacated or reversed, and (iv) the execution and delivery of any additional instruments necessary to consummate the transactions contemplated by this Agreement. No party to this Agreement shall consent to any voluntary delay of the consummation of the Merger at the behest of any Governmental Entity without the consent of the other parties to this Agreement, which consent shall not be unreasonably withheld.

(b) Each party shall use all reasonable best efforts to not take any action, or enter into any transaction, which would cause any of its representations or warranties contained in this Agreement to be untrue or result in a breach of any covenant made by it in this Agreement.

(c) Notwithstanding anything to the contrary contained in this Agreement (including *Section 6.6(a)* hereof), in connection with any filing or submission required or action to be taken by either Parent or the Company or any Governmental Entity to effect the Merger and to consummate the other transactions contemplated hereby, the Company shall not, without Parent's prior written consent, commit to any divestiture transaction, and neither Parent nor any of its affiliates shall be required to divest or hold separate or otherwise take or commit to take any action that limits its freedom of action with respect to, or its ability to retain, the Company or any of the businesses, product lines or assets of Parent or any of its Subsidiaries, or take any action that otherwise would have a Material Adverse Effect on Parent or the Company.

Section 6.7 *Public Announcements.* Prior to the Closing, the Parties will not issue any press release with respect to the transactions contemplated by this Agreement or otherwise issue any written public statements with respect to such transactions without the prior written consent of the other party, except as may be required by applicable law or regulation, in which case the party making such disclosure will first provide to the other party the text of the proposed disclosure, the reasons such disclosure is required and the time and manner in which the disclosure is intended to be made.

Section 6.8 *Shareholders' Representative.*

(a) The Board of Directors of the Company, shall appoint Rollin M. Dick (the "*Shareholders' Representative*") as the agent and attorney-in-fact for and on behalf of each Previous Equityholder to:

(i) give and receive notices and communications, organize or assume the defense of claims, agree to, negotiate, or enter into settlements and compromises of, and demand arbitration and comply with orders of courts and awards of arbitrators with respect to any claim; and

(ii) take all other actions specified in this Agreement to be taken by the Shareholders' Representative and to take all actions necessary or appropriate in the judgment of the Shareholders' Representative for the accomplishment of the foregoing.

By accepting any consideration under this Agreement, each Previous Equityholder shall be deemed to irrevocably appoint and authorize the Shareholders' Representative to act as his or her agent hereunder with such powers as are delegated hereunder to the Shareholders' Representative and to take such other actions necessary or appropriate in the judgment of the Shareholders' Representative for the accomplishment of the foregoing. The Shareholders' Representative shall act in the best interest of the Previous Equityholders as the Shareholders' Representative shall determine. No bond shall be required of the Shareholders' Representative and the Shareholders' Representative shall receive no compensation for services rendered from any of the Company, the Surviving Corporation, Merger Sub or Parent, it being understood that any expenses of Shareholders' Representative shall be reimbursed by the Previous Equityholders Pro Rata (first from the Shareholders' Representative Account as below provided). Notices or communications to or from the Shareholders' Representative shall constitute notice to or from any applicable Previous Equityholder. Any decision, act, consent or instruction of the Shareholders' Representative shall

constitute a decision of all Previous Equityholders and shall be final, binding and conclusive upon each of the Previous Equityholders and Parent may rely upon any written decision, act, consent or instruction of the Shareholders' Representative. Parent is hereby relieved from any liability to any Person for any acts done by it in accordance with such written decision, act, consent or instruction of the Shareholders' Representative. The Shareholders' Representative shall not be held liable for acts done by it in good faith. In the event that the Shareholders' Representative dies, is disabled or otherwise becomes unable to serve in such capacity pursuant to this Agreement, the Previous Equityholders shall elect a Previous Equityholder to serve as the Shareholders' Representative by majority vote of the Previous Equityholders. Each Previous Equityholder shall have one (1) vote for each Company Share owned immediately prior to the Effective Date.

(b) (i) At the Closing, Parent shall deposit Two Hundred Thousand Dollars ($200,000) of the Closing Cash Consideration (the "*Shareholders' Representative Account Fund*") into an interest-bearing account in the name of the Shareholders' Representative for the benefit of the Previous Equityholders (the "*Shareholders' Representative Account*"). Subject to *Section 6.9(b)(ii)* the Shareholders' Representative Account Fund shall remain in the Shareholders' Representative Account up to the later of the Final Release Date or the date that any dispute (if any) between the Shareholders' Representative and Parent pursuant to this Agreement has been resolved ("*Shareholders' Representative Fund Release Date*"). Payment of the Shareholders' Representative Account Fund on the Shareholders' Representative Fund Release Date shall be made on a Pro Rata basis to the Previous Equityholders.

(ii) Notwithstanding any other provision of this Agreement or otherwise, the Shareholders' Representative is authorized to draw upon the Shareholders' Representative Account to pay expenses as he deems, in good faith, to be necessary or appropriate in connection with the defense of Company Indemnity Claims, or the enforcement on behalf of the Previous Equityholders of their rights under this Agreement, and such other costs and expenses incurred in connection with the consummation of any transaction contemplated by this Agreement.

Section 6.9 *Holdback Consideration.*

(a) At the Closing, Parent shall withhold the Cash Holdback Amount and the Stock Holdback Amount from the Closing Merger Consideration (the "*Holdback Consideration*") in order to (i) fund any reduction in the Aggregate Merger Consideration resulting from a negative Adjustment Amount, if applicable, and (ii) serve as security for any Indemnity Payment. The Cash Holdback Amount shall accrue interest at a rate of prime per annum until distributed in accordance with this *Section 6.9*.

(b) Parent shall pay the Holdback Consideration in accordance with the following:

(i) On the next business day after the twelve (12) month anniversary of the Effective Time (the "*First Release Date*"), subject to the terms of this Agreement, Parent shall (A) pay each Non-Qualified Shareholder that has surrendered Certificates for cancellation and has received therefor the Common Stock Closing Consideration in accordance with the terms of this Agreement, cash equal to his or her NQSH Pro Rata portion of an amount equal to fifty percent (50%) of the sum of the Cash Holdback Amount less (a) the Cash Holdback Consideration Percentage of any Indemnity Payments resolved prior to the First Release Date and (b) the Cash Holdback Consideration Percentage of any Unresolved Amount pursuant to *Section 6.9(e)* and (B) issue to each Qualified Shareholder that has surrendered Certificates for cancellation and has received therefor the Common Stock Closing Consideration in accordance with the terms of this Agreement, the number of shares of Kratos Common Stock equal to (1) his or her QSH Pro Rata portion of an amount equal to fifty percent (50%) of the sum of the Stock Holdback Amount less (a) the Stock Holdback Consideration Percentage

of any Indemnity Payments resolved prior to the First Release Date and (b) the Stock Holdback Consideration Percentage of any Unresolved Amount pursuant to *Section 6.9(e)*, divided by (2) the Kratos Stock Price.

(ii) On the next business day after the twenty-one (21) month anniversary of the Effective Time (the "*Final Release Date*"), subject to the terms of this Agreement, Parent shall (A) pay each Non-Qualified Shareholder that has surrendered Certificates for cancellation and has received therefor the Common Stock Closing Consideration in accordance with the terms of this Agreement, cash equal to his or her NQSH Pro Rata portion of the remaining amount of the Cash Holdback Amount less the Cash Holdback Consideration Percentage of any Unresolved Amount pursuant to *Section 6.9(e)* and (B) issue to each Qualified Shareholder that has surrendered Certificates for cancellation and has received therefor the Common Stock Closing Consideration in accordance with the terms of this Agreement, the number of shares of Kratos Common Stock equal to (1) his or her QSH Pro Rata portion of the remaining amount of the Stock Holdback Amount less the Stock Holdback Consideration Percentage of any Unresolved Amount pursuant to *Section 6.9(e)*, divided by (2) the Kratos Stock Price.

(iii) Parent shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this *Section 6.9* such amounts as Parent is required to deduct and withhold with respect to the making of such payment under the Code or under any provisions of state, local or foreign tax law. To the extent that amounts are so withheld by Parent, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Previous Equityholders in respect of which such deduction or withholding was made by Parent. Notwithstanding any other provision of this Agreement or otherwise, the Previous Equityholders shall be responsible for any and all Taxes imposed upon them in respect of the consideration they receive in respect thereof.

(c) Subject to the terms of *Sections 6.9(f)* and *6.9(g)*, during the Survival Period, if in accordance with Section *6.10(a) b*elow, and subject to *Section 6.9(d)* below, Parent is entitled to receive an Indemnity Payment, and, if there shall be any remaining Holdback Consideration being held by Parent, Parent shall (A) deduct from the Cash Holdback Amount the applicable amount of the Company Indemnity Claim multiplied by the Cash Holdback Consideration Percentage and (B) deduct from the Stock Holdback Amount the applicable amount of the Company Indemnity Claim multiplied by the Stock Holdback Consideration Percentage. Any amounts deducted by Parent from the Holdback Consideration in accordance with this Agreement or amounts withheld pursuant to clause (e) below shall be free and clear of any legal or equitable claim asserted by the Shareholders' Representative or any Previous Equityholder or any of their respective affiliates, successors, heirs, spouses, executors, administrators or legal representatives, including any common law or other right of offset.

(d) Notwithstanding the foregoing, no Indemnity Payment shall be paid until the aggregate amount of all Indemnity Payments exceeds Two Hundred Fifty Thousand Dollars ($250,000) (the "*Deductible*"), after which Parent shall be entitled to receive from the Holdback Consideration, the aggregate amount of all Indemnity Payments less the Deductible, provided further that the aggregate Indemnity Payments to Parent Group Members shall not exceed ten percent (10%) of the Purchase Price (the "*Indemnity Cap*"); provided however, that in no event shall there be any liability beyond the remaining Holdback Consideration at any time. The Deductible and the Indemnity Cap shall not apply to any Company Indemnity Claim or Indemnity Payments resulting from any Damages arising from any Previous Equityholder's or Company's fraudulent conduct or intentional misrepresentations or any willful breach of the Agreement.

(e) If at the time payment is required to be made to the Previous Equityholders in respect of the Holdback Consideration, any Claim Notice (as defined below) given by Parent remains unresolved, Parent shall reduce the amount of such payment by the maximum aggregate amount of exposure of Company Indemnity Amount of Parent for all matters reflected in all such unresolved Claim Notices (the "*Unresolved Amount*"), pending final determination of such matters. To the extent it is finally determined that Parent was not entitled to deduction of such amounts, Parent shall promptly pay to the Previous Equityholders the appropriate portion of the payments in respect of the Holdback Consideration.

(f) (i) In order to be entitled to receive any Indemnity Payment, Parent shall, during the Survival Period, give the Shareholders' Representative a notice (a "*Claim Notice*") describing in reasonable detail the facts giving rise to any Company Indemnity Claim (such as the identity of the parties and the general nature of the claim) to the extent reasonably practicable and shall include in such Claim Notice (if then known) the amount or the method of computation of the amount of such matter, and a reference to the provision of this Agreement or any other agreement, document or instrument executed hereunder or in connection herewith upon which such matter is based; provided, however, that (A) a Claim Notice in respect of any action at law or suit in equity by or against a third Person as to which an Indemnity Payment will be sought shall be given promptly after the action or suit is commenced; and (B) failure to give such notice shall not limit Parent's entitlement to an Indemnity Payment hereunder except to the extent the Previous Equityholders shall have been prejudiced by such failure.

(ii) After the giving of any Claim Notice pursuant hereto, the Shareholders' Representative shall have a period of thirty (30) days within which to respond to the Claim Notice by providing a written notice to Parent. If the Shareholders' Representative does not respond in writing within such 30-day period, the Shareholders' Representative shall be deemed to have irrevocably accepted the Claim Notice for an Indemnity Payment and shall have no further right to contest such Claim Notice. If the Shareholders' Representative does respond within such 30-day period and rejects such Claim Notice in whole or in part, the amount of the Indemnity Payment, if any, shall be determined: (A) by the written agreement between Parent and the Shareholders' Representative; (B) by a final judgment or decree of an arbitrator or any court of competent jurisdiction (as permitted hereby); or (C) by any other means to which Parent and the Shareholders' Representative shall agree. Any part of any Indemnity Payment not rejected by the Shareholders' Representative shall be deducted from the Holdback Consideration. The judgment or decree of an arbitrator or a court shall be deemed final when the time for appeal, if any, shall have expired and no appeal shall have been taken or when all appeals taken shall have been finally determined.

(g) (i) In the event Parent becomes aware of any claim, action or suit referred to in this *Section 6.9* (a "*Third-Party Claim*"), Parent shall promptly provide a Claim Notice to the Shareholders' Representative with respect to such Third-Party Claim. The Shareholders' Representative, at the Shareholders' Representative's sole cost and expense, has the right, exercisable by written notice to Parent within thirty (30) days after receipt of a Claim Notice from Parent with respect to a Third-Party Claim, to be represented by counsel of its choice and reasonably acceptable to Parent and to assume, control, defend against, negotiate and otherwise deal with any proceeding, claim, or demand which relates to any such Third-Party Claim in accordance with the limits set forth in this Agreement.

(ii) Parent may participate in the defense of any Thu-A-Party Claim that the Shareholders' Representative is defending as provided in this *Section 6.9(g)* with counsel of Parent's choice and at its expense. If the Shareholders' Representative does not assume the defense of a Third-Party Claim in accordance with this *Section 6.9(g)*, Parent shall have the right to control such defense. If the Shareholders' Representative has assumed the defense of

a Third-Party Claim as provided in this *Section 6.9(g)*, the Shareholders' Representative will not be liable for any legal expenses subsequently incurred by Parent in connection with the defense of the Third-Party Claim; provided, however, that if the Shareholders' Representative fails to take reasonable steps necessary to defend diligently such Third-Party Claim or abandons the defense of such Third-Party Claim, Parent may assume its own defense and the Shareholders' Representative will be liable for all reasonable costs or expenses paid or incurred in connection with such defense. The party controlling the defense of such Third-Party Claim shall keep the other party advised of the status of such Third-Party Claim and the defense thereof and shall consider in good faith the recommendations made by the other party with respect thereto.

(iii) Neither Parent nor the Shareholders' Representative shall have the right to settle any Third-Party Claim without the consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, however, that the consent of Parent shall not be required if (1) any amounts payable pursuant to such settlement or compromise do not exceed aggregate value of the Holdback Consideration less any Unresolved Amount (or if the Shareholders' Representative agrees to pay any excess amount) and (2) such settlement is solely for money damages, includes a complete written release of Parent and the Surviving Corporation from all liability with respect to such Third-Party Claim and does not impose any injunctive or equitable relief or other operational restrictions on Parent or the Surviving Corporation. Except to the extent provided in the preceding sentence, no settlement of any such Third-Party Claim shall be determinative of the amount of any claim against the Shareholders' Representative or the Holdback Consideration.

(iv) The Parties agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any such legal proceeding, claim or demand. In the event that the Shareholders' Representative has consented to settlement of a Third-Party Claim pursuant to the provisions of this *Section 6.9(g)*, the Shareholders' Representative shall have the power or authority to object to the amount of any claim by Parent against the Holdback Consideration or the Shareholders' Representative in the amount of such settlement.

Section 6.10 *Indemnification of Parties.*

(a) *Indemnification by Company.* Each Parent Group Member shall be entitled to be indemnified from any and all of the Damages related to any Company Indemnity Claim in accordance with the provisions set forth in *Section 6.9* and *Section 6.10* hereof.

(b) *Indemnification by Parent.* Parent, Kratos, and Merger Sub agree to indemnify, defend and hold harmless the Company and each of its Shareholders, directors, officers, agents and employees from and against any and all Damages based upon, arising out of, or otherwise in respect of, which may be incurred by virtue of or result from: (i) the inaccuracy in or breach of any representation, warranty, covenant or agreement made by or on behalf of Parent, Kratos or Merger Sub in this Agreement (including all schedules and exhibits hereto) or in any certificate delivered by or on behalf of Parent, Kratos or Merger Sub pursuant hereto; or (ii) enforcing the indemnification provided for hereunder.

(c) *No Contribution.* The Previous Equityholders shall not have and shall not exercise or assert (or attempt to exercise or assert), any right of contribution, right of indemnity or other right or remedy against the Surviving Corporation or any Affiliated Person of the Surviving Corporation in connection with any indemnification obligation or any other liability to which such shareholder may become subject under or in connection with this Agreement. Notwithstanding the foregoing, the rights of any Company Indemnified Parties under the Tail Policy shall not be impaired by the provisions of this *Section 6.10(c)*.

(d) *Exclusive Remedy.* The parties hereto acknowledge and agree that the provisions of this Article VI with respect to indemnification shall be the exclusive remedy for Kratos and Parent Group Members from and after the Closing Date.

Section 6.11 *Resignations.* On the Closing Date, the Company shall cause to be delivered to Parent duly signed resignations from the members of the Company's board of directors and, as contemplated by this Agreement, the applicable officers of the Company, effective immediately after the Closing and shall take such other action as is necessary to accomplish the foregoing.

Section 6.12 *Guarantee of Kratos.* Kratos hereby guarantees the payment by Parent of any amounts payable by Parent pursuant to the Merger or otherwise pursuant to this Agreement and will cause Parent to perform all of its other obligations under this Agreement (including, without limitation, the payment of the Purchase Price) in accordance with its terms.

Section 6.13 *Tax Matters.* The parties hereto agree that, to the maximum extent permitted under Treasury Regulation 1.1502-76 and other existing guidance, costs arising on the Closing Date or in connection with the Closing are deductible in the Company's final tax return.

Section 6.14 *Registration Statement.* Subject to the terms hereof, with respect to any Registration Statement prepared and filed by Parent in accordance with *Section 2.11*, Parent shall (i) prepare and file the Registration Statements with the SEC for the resale of the shares of Kratos Common Stock issuable to the Qualified Shareholders pursuant to this Agreement, (ii) cause such Registration Statement(s) to be declared effective under the Securities Act of 1933, as amended, and (iii) apply for additional listing on the Nasdaq Global Select Market of the Kratos Common Stock issuable to the Qualified Shareholders pursuant to this Agreement. The Qualified Shareholders shall provide promptly to Parent such information as may be required or appropriate for inclusion in the Registration Statement, or in any amendments or supplements thereto. Parent shall have no obligation to cause the Registration Statement to be declared effective by the SEC if the Qualified Shareholders fail to comply with the information and cooperation obligations set forth in this *Section 6.14*.

Section 6.15 *Continuing Employees.* Employees of the Company who continue employment with the Surviving Corporation or Kratos or Parent ("*Continuing Employees*") following the Closing shall receive salary and benefits which in the aggregate are comparable to the salary and benefits received immediately prior to Closing from the Company or to the salary and benefits received by similarly situated employees of Kratos or Parent. Continuing Employees shall receive past service credit for their service with the Company and any Affiliate Person of the Company (including for periods prior to the Company's acquisition of the Affiliated Person) for purposes of eligibility, vesting and (except for a defined benefit plan) accrual of benefits under any employee benefit plan of Surviving Corporation, Kratos or Parent under which they are eligible to participate on or after Closing. In the event Continuing Employees become eligible under any group health plan of Kratos or Parent following Closing, such Continuing Employees shall receive credit for any co-payments, deductibles or other out-of-pocket expenses paid under a group health plan of the Company or Surviving Corporation for the year in which the change occurred.

Section 6.16 *Discounted Engagements.* In the event that Parent incurs any loss relating to a Discounted Engagement during the Survival Period, Parent shall be entitled to deduct the lesser of (i) fifteen percent (15%) of the revenue on such Discounted Engagement or (ii) the negative gross margin on such Discounted Engagement, up to an aggregate amount of One Hundred Fifty Thousand Dollars ($150,000) (the "*Discounted Loss Amount*") from the Holdback Consideration by (A) reducing the Cash Holdback Amount by the product of (x) the Discounted Loss Amount and (y) the Cash Holdback Consideration Percentage and (B) reducing the Stock Holdback Amount by the product of (x) the Discounted Loss Amount and (y) the Stock Holdback Consideration Percentage.

Section 6.17 *Assistance with Financing.* The Company agrees to reasonably assist Kratos, Parent and Merger Sub in timely obtaining the financing contemplated by the commitment letter, dated as of October 26, 2007, in connection therewith (the "*Financing*"), including, without limitation, by (A) assisting in the preparation of offering circulars, confidential information memoranda and rating agency presentations with respect to the Financing, as applicable, (B) delivering such Financial and statistical information and projections relating to the Company and the Company Subsidiaries as may be reasonably requested in connection with the Financing, (C) arranging for the Company's independent accountants, lawyers and consultants to provide such services that may be reasonably required in respect of the financing (including the preparation of financial statements, pro forma financial statements and comfort letters, in each case in compliance with requirements for financings of this sort and otherwise satisfactory to the lenders), (D) making appropriate officers of the Company available for due diligence meetings and for participation in meetings with rating agencies and prospective lenders, (E) providing timely access to diligence materials and appropriate personnel to allow lenders and their representatives to complete all appropriate diligence, (F) obtaining reliance letters addressed to the agents and lenders in respect of the Financing providing for the right of such agents and lenders to rely on any legal opinions, solvency opinions or fairness opinions delivered to Kratos, Parent and/or Merger Sub in connection herewith, and (G) providing assistance with respect to the review and granting of security interests in collateral for the financing, and obtaining any consents associated therewith (including prefiling of UCC financing statements which is hereby authorized).

ARTICLE VII

CONDITIONS PRECEDENT TO THE MERGER

Section 7.1 *Conditions to Each Party's Obligation to Effect the Merger.* The respective obligations of each party to effect the Merger shall be subject to the fulfillment at or prior to the Effective Time of the following conditions:

(a) *Shareholder Approval.* This Agreement shall have been duly approved by the requisite vote of the Shareholders in accordance with applicable law and the Company Charter and Company Bylaws.

(b) *Approvals.* All authorizations, consents, orders, declarations or approvals of, or filings with, or terminations or expirations of waiting periods imposed by, any Governmental Entity that are necessary to effect the Merger or any of the transactions contemplated hereby shall have been obtained, shall have been made or shall have occurred.

(c) *No Order.* No court or other Governmental Entity having jurisdiction over the Company or Parent, or any of Parent's Subsidiaries, shall have enacted, issued, promulgated, enforced or entered any law, rule, regulation, executive order, decree, injunction or other order (whether temporary, preliminary or permanent) which is then in effect and has the effect of making the Merger or any of the transactions contemplated hereby illegal.

(d) *Nasdaq Listing.* The shares of Kratos Common Stock issuable to the Qualified Shareholders pursuant to the terms of this Agreement, and such other shares required to be reserved for issuance in connection with the Merger, shall have been authorized for listing on the Nasdaq Global Select Market upon official notice of issuance.

Section 7.2 *Conditions to Obligation of the Company to Effect the Merger.* The obligation of the Company to effect the Merger shall be subject to the fulfillment at or prior to the Effective Time of the following additional conditions:

(a) *Performance of Obligations: Representations and Warranties.* Each of Parent, Merger Sub and Kratos shall have performed in all material respects each of its agreements contained in this

Agreement required to be performed on or prior to the Effective Time, each of the representations and warranties of Parent, Merger Sub and Kratos contained in this Agreement that is qualified by materiality shall be true and correct on and as of the Effective Time as if made on and as of such date (other than representations and warranties which address matters only as of a certain date which shall be true and correct as of such certain date) and each of the representations and warranties that is not so qualified shall be true and correct in all material respects on and as of the Effective Time as if made on and as of such date (other than representations and warranties which address matters only as of a certain date which shall be true and correct in all material respects as of such certain date), in each case except as contemplated or permitted by this Agreement, and the Company shall have received certificates signed on behalf of each of Parent, Merger Sub and Kratos by its Chief Executive Officer and Chief Financial Officer to such effect.

(b) *Opinion.* Parent shall deliver to the Company an opinion of counsel to Parent and Merger Sub in the form of Exhibit D.

(c) *Material Adverse Change.* Since the date of this Agreement, there shall have been no Material Adverse Change with respect to Parent, Merger Sub or Kratos. The Company shall have received a certificate signed on behalf of each of Parent, Merger Sub and Kratos by its Chief Executive Officer and Chief Financial Officer to such effect.

Section 7.3 *Conditions to Obligations of Parent and Merger Sub to Effect the Merger.* The obligations of Parent and Merger Sub to effect the Merger shall be subject to the fulfillment at or prior to the Effective Time of the following additional conditions:

(a) *Performance of Obligations; Representations and Warranties.* The Company shall have performed in all material respects each of its agreements contained in this Agreement required to be performed on or prior to the Effective Time, each of the representations and warranties of the Company contained in this Agreement that is qualified by materiality shall be true and correct on and as of the Effective Time as if made on and as of such date (other than representations and warranties which address matters only as of a certain date which shall be true and correct as of such certain date) and each of the representations and warranties that is not so qualified shall be true and correct in all material respects on and as of the Effective Time as if made on and as of such date (other than representations and warranties which address matters only as of a certain date which shall be true and correct in all material respects as of such certain date), in each case except as permitted by this Agreement, and Parent shall have received a certificate signed on behalf of the Company by its Chief Executive Officer and its Chief Financial Officer to such effect.

(b) *Consents.*

(i) The Company shall have obtained the consent or approval of (x) each Person or Governmental Entity listed on Schedule 7.3(b) and (y) each Person or Governmental Entity whose consent or approval shall be required in connection with the transactions contemplated hereby under any loan or credit agreement, note, mortgage, indenture, lease or other agreement (including any Company Agreement) or instrument, except as to which the failure to obtain such consents and approvals would not, in the reasonable opinion of Parent, individually or in the aggregate, have a Material Adverse Effect on the Company or Parent or upon the consummation of the transactions contemplated in this Agreement.

(ii) In obtaining any approval or consent required to consummate any of the transactions contemplated herein, no Governmental Entity shall have imposed or shall have sought to impose any condition, penalty or requirement which, in the reasonable opinion of Parent, individually or in aggregate would have a Material Adverse Effect on the Company or Parent.

(c) *Material Adverse Change.* Since the date of this Agreement, there shall have been no Material Adverse Change with respect to the Company. Parent shall have received a certificate signed on behalf of the Company by the Chief Executive Officer and the Chief Financial Officer of the Company to such effect.

(d) *Company Stock Options.* All stock options granted under the Company Stock Option Plan shall have been exercised or cancelled prior to the Effective Time.

(e) *Dissenting Shares.* Holders of not more than seven percent (7%) of the outstanding shares of the Company Common Stock at the Closing Date shall have properly exercised and not revoked their rights to dissent to the Merger under Chapter 44 of the IBCL.

(f) *Opinion.* The Company shall deliver to Parent and Merger Sub an opinion of counsel to the Company in the form of Exhibit E.

(g) *Non-competition and Non-interference Agreement.* The execution and delivery by Rollin M. Dick and Stephen C. Hilbert of a non-competition and non-interference agreement with Parent in the form attached hereto as Exhibit F (the "*Non-Competition Agreement*"), pursuant to which such Persons agree not to compete or interfere with the business of the Company or Parent for a period of three (3) years from the Closing.

(h) *Parent Employment Agreement.* The execution and delivery by Howard W. Bates of employment agreements with Parent in the form attached hereto as Exhibit G (the "*Parent Employment Agreement*").

(i) *Resignations.* The Company shall deliver to Parent and Merger Sub the resignations pursuant to *Section 6.11*.

(j) *Schedules.* The Company shall have delivered the Closing Cash Schedule, the Closing Indebtedness Schedule, the Closing Capital Lease Obligations Schedule and Schedule 2.9(a) to Parent two (2) business days prior to the Effective Time and such schedules shall be complete and accurate as of the Effective Time.

(k) *FIRPTA Certificate.* The delivery by the Company of a certificate, signed by the Company under penalties of perjury, substantially in the form attached hereto as Exhibit H (the "*FIRPTA Certificate*").

ARTICLE VIII

TERMINATION, AMENDMENT AND WAIVER

Section 8.1 *Termination.* This Agreement may be terminated at any time prior to the Effective Time, whether before or after any approval of the matters presented in connection with the Merger by the Shareholders:

(a) by mutual written consent of Parent and the Company;

(b) by Parent if (i) any representation or warranty of the Company contained in this Agreement shall be materially inaccurate or shall have been breached in any material respect as of the date of this Agreement, or shall have become materially inaccurate or shall be breached in any material respect as of a date subsequent to the date of this Agreement (as if made on such subsequent date) (it being understood that, for purposes of determining the accuracy of such representations and warranties as of the date of this Agreement or as of any subsequent date, (A) all materiality qualifications and similar qualifications contained or incorporated directly or indirectly in such representations and warranties shall be disregarded, and (B) any update of or modification to the Company Disclosure Schedule made or purported to have been made after the

date of this Agreement shall be disregarded) or (ii) any of the covenants or obligations of the Company contained in this Agreement shall have been breached in any material respect; provided, however, that if an inaccuracy in or breach of any representation or warranty of the Company as of a date subsequent to the date of this Agreement or a breach of a covenant or obligation by the Company is curable by the Company through the use of commercially reasonable efforts during the ten (10) business day period commencing on the date Parent notifies the Company in writing of the existence of such inaccuracy or breach, then Parent may terminate this Agreement under this *Section 8.1(b)* as a result of such inaccuracy or breach only after the expiration of such ten (10) business day period, provided the Company continues to exercise commercially reasonable efforts to cure such inaccuracy or breach during such ten (10) business day period;

(c) by the Company if (i) any representation or warranty of Parent, Merger Sub and Kratos contained in this Agreement shall be materially inaccurate or shall have been breached in any material respect as of the date of this Agreement, or shall have become materially inaccurate or shall be breached in any material respect as of a date subsequent to the date of this Agreement (as if made on such subsequent date) (it being understood that, for purposes of determining the accuracy of such representations and warranties as of the date of this Agreement or as of any subsequent date, all materiality qualifications and similar qualifications contained or incorporated directly or indirectly in such representations and warranties shall be disregarded) or (ii) any of the covenants or obligations of Parent, Merger Sub and Kratos contained in this Agreement shall have been breached in any material respect; provided, however, that if an inaccuracy in or breach of any representation or warranty of Parent, Merger Sub and Kratos as of a date subsequent to the date of this Agreement or a breach of a covenant or obligation by Parent, Merger Sub and Kratos is curable by Parent through the use of commercially reasonable efforts during the ten (10) business day period commencing on the date the Company notifies Parent in writing of the existence of such inaccuracy or breach, then the Company may terminate this Agreement under this *Section 8.1(c)* as a result of such inaccuracy or breach only after the expiration of such ten (10) business day period, provided Parent, Merger Sub or Kratos, as the case may be, continues to exercise commercially reasonable efforts to cure such inaccuracy or breach during such ten (10) business day period; or

(d) by either Parent or the Company if the Merger has not been effected on or prior to the close of business on December 31, 2007; provided, however, that the right to terminate this Agreement pursuant to this *Section 8.1(d)* shall not be available to any party (A) whose failure to fulfill any of its obligations contained in this Agreement has been the cause of, resulted in, or contributed to, the failure of the Merger to have occurred on or prior to the aforesaid date or (B) who has failed to comply in all material respects with any of its covenants or agreements contained in this Agreement, which failure to comply has not been cured, or (iii) by either Parent or the Company if any court or other Governmental Entity having jurisdiction over a party hereto shall have issued an order, decree or ruling or taken any other action permanently enjoining, restraining or otherwise prohibiting the transactions contemplated by this Agreement and such order, decree, ruling or other action shall have become final and nonappealable.

Section 8.2 *Effect of Termination.* In the event of termination of this Agreement by either Parent or the Company, as provided in *Section 8.1*, this Agreement shall forthwith become void and there shall be no liability hereunder on the part of the Company, Parent, Merger Sub or their respective officers or directors (except for the last sentence of *Section 6.2*, *Section 6.9(d)* and the entirety of *Section 6.5*, which shall survive the termination); provided, however, that nothing contained in this *Section 8.2* shall relieve any party hereto from any liability for any breach of a representation or warranty contained in this Agreement or the breach of any covenant contained in this Agreement.

Section 8.3 *Amendment.* This Agreement may be modified or amended by the parties hereto, by or pursuant to action taken by their respective Boards of Directors, in the case of Merger Sub or the

Company, or Parent, at any time before or after approval of the matters presented in connection with the Merger by the Shareholders, but, after any such approval, no modification or amendment shall be made which by law requires further approval by such Shareholders without such further approval; provided, however, that no modification or amendment of this Agreement or of any provision of this Agreement shall be valid or enforceable unless in writing duly executed by each of the parties hereto; provided, further, however, that the Company acknowledges and agrees that only the President of Parent shall be able to bind Parent hereunder with respect to any modification or amendment of this Agreement.

Section 8.4 *Waiver.* At any time prior to the Effective Time, the parties hereto may (i) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (ii) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (iii) waive compliance with any of the agreements or conditions contained herein which may legally be waived. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party; provided, however, that the Company acknowledges and agrees that only Parent shall be able to bind Parent hereunder with respect to any extension or waiver of the agreements, obligations, terms or conditions of this Agreement. No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any party with its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of that party's right to demand exact compliance with the terms hereof. Any waiver shall not obligate that party to agree to any further or subsequent waiver or affect the validity of the provision relating to any such waiver.

ARTICLE IX

GENERAL PROVISIONS

Section 9.1 *Notices.* All notices, consents, approvals, requests and other communications hereunder shall be in writing and shall be deemed given when delivered personally, one day after being delivered to an overnight courier or when telecopied (with a confirmatory copy sent by overnight courier) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to Parent, Merger Sub, or the Surviving Corporation, to:

Kratos Government Solutions, Inc.
4810 Eastgate Mall
San Diego, CA 92121
Attention: President
Facsimile No.: (858) 812-9351

with copy to:

Kratos Defense and Security Solutions, Inc.
4810 Eastgate Mall
San Diego, CA 92121
Attention: General Counsel
Facsimile No.: (858) 228-2048

and a copy to:

Morrison & Foerster LLP
12531 High Bluff Drive, Suite 100
San Diego, CA 92130

Attention: Scott M. Stanton, Esq.
Facsimile No.: (858) 720-5125

If to the Company (prior to the Effective Time), to:

Haverstick Consulting, Inc.
6270 Corporate Drive, Suite 100
Indianapolis, IN 46278
Attention: Mr. Stephen C. Hilbert
Facsimile No.: (317) 218-1705

with a copy to:

Venable LLP
8010 Towers Crescent Drive, Suite 300
Vienna, VA 22182
Attention: Elizabeth R. Hughes, Esq.
Facsimile No.: (703) 760-1600

If to the Shareholders' Representative:

MH Equity Investors
Corporate Drive, Suite 200
Indianapolis, IN 46278
Attention: Rollin M. Dick
Facsimile No.: (317) 218-1705

with a copy to:

MH Equity Investors
Corporate Drive, Suite 200
Indianapolis, IN 46278
Attention: Stephen C. Hilbert
Facsimile No.: (317) 218-1705

Section 9.2 *Interpretation.* When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. The table of contents, captions and headings contained in this Agreement are solely for convenience of reference and shall not be used to interpret or construe this Agreement. Any references in this Agreement to "herein," "hereto," "herewith" or "hereunder" shall be to this Agreement as a whole. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." All parties have participated in the negotiation and review of this Agreement and no provision of this Agreement shall be construed more strictly against any party. All remedies hereunder are cumulative, except as otherwise provided in this Agreement.

Section 9.3 *Counterparts.* This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

Section 9.4 *Entire Agreement; Third-Party Beneficiaries.* This Agreement, together with the Company Disclosure Schedule and the other documents and instruments executed in connection herewith and except for the last sentence of *Section 6.2*, is an integrated document and contains the sole and entire agreement and understanding between the parties as to the matters contained herein, and except as expressly provided herein, fully supersedes and merges any and all prior and contemporaneous agreements, understandings, proposals, negotiations, arrangements and/or discussions, both written and oral, among the parties with respect to the subject matter hereof. This Agreement,

except for the provisions of *Section 6.3* and as expressly provided herein, is not intended to confer upon any Person other than the parties hereto any rights or remedies hereunder, provided that the parties hereto agree that the Shareholders' Representative shall be a third-party beneficiary to this Agreement and shall have the right, on behalf of the Previous Equityholders to enforce any provision of this Agreement that survives the Effective Date and remains a continuing obligation of Parent and/or Surviving Corporation. This Agreement shall be construed and interpreted without reference to the principle that a contract is to be construed against the drafter of the contract, it being acknowledged that the provisions of this Agreement have been drafted by the parties during negotiations.

Section 9.5 *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. The Federal Arbitration Act shall apply to this Agreement.

Section 9.6 *Assignment.* Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties; provided, however, that Parent may assign or pledge as collateral this Agreement or any of the rights or interests hereunder to an affiliate of Parent or to any financing sources. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 9.7 *Severability.* If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement may be consummated as originally contemplated to the fullest extent possible. If the parties fail to so agree within ten (10) business days of such determination that any term or other provision is invalid, illegal or incapable of being enforced, such holding shall not affect the validity or enforceability of any other aspect hereof (or of such provision in another jurisdiction) and the parties agree and hereby request that the court or arbitrator(s) make such valid modifications to (or replacement of, if necessary) the invalid provision as are necessary and reasonable to most closely approximate the parties' intent as evidenced hereby as a whole.

Section 9.8 *Survival of Representations, Warranties and Agreements.* The representations, warranties and agreements in this Agreement and any certificate delivered pursuant hereto by any Person shall survive the Effective Time for a period of twenty-one (21) months (the "*Survival Period*").

Section 9.9 *Enforcement of this Agreement.* The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific wording or were otherwise breached. Notwithstanding *Section 9.11*, it is accordingly agreed that the parties hereto and the Disputing Parties (as hereinafter defined) shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof; provided, however, that, subject to *Section 9.11*, such remedy shall be in addition to any other remedy to which any party is entitled at law or in equity. Each party hereto waives any right to a trial by jury in connection with any such action, suit or proceeding and waives any objection based on forum non conveniens or any other objection to venue thereof.

Section 9.10 *Dispute Resolution.*

(a) *Dispute.* Any controversy, claim or dispute of whatever nature, including claims for fraud in the inducement and disputes as to arbitrability, arising between the Shareholders'

Representative (including the Previous Equityholders), on the one hand, and any Parent Group Member, on the other hand (each, a "*Disputing Party*") under this Agreement or in connection with the transactions contemplated hereunder, including those arising out of or relating to the breach, termination, enforceability, scope, validity, or making of this Agreement, whether such claim existed prior to or arises on or after the Closing Date (a "*Dispute*"), shall be resolved by good faith negotiations among the Disputing Parties, such negotiation not to exceed a period of thirty (30) consecutive days (the "*Negotiation Period*"). In the event a Dispute remains unresolved following the Negotiation Period, such Dispute shall be resolved by binding arbitration, unless the Disputing Parties otherwise agree. The agreement to arbitrate contained in this section shall continue in full force and effect despite the expiration, rescission or termination of this Agreement.

(b) *Arbitration; Submission to Jurisdiction.* Neither Disputing Party shall commence an arbitration proceeding pursuant to the provisions of this Agreement unless such Disputing Party shall first give a written notice (a "*Dispute Notice*") to the other Disputing Party setting forth the nature of the Dispute. The Dispute shall be determined by binding arbitration in Dallas, Texas within twenty (20) business days after receipt of a Dispute Notice. The arbitration shall be conducted in accordance with the CPR Institute for Dispute Resolution ("*CPR*") Rules for Non-Administered Arbitration ("*CPR Rules*"), subject to any modifications contained in this Agreement. The Dispute shall be determined by a single, neutral arbitrator, except that if the Dispute involves an amount in excess of Four Hundred Thousand Dollars ($400,000) (exclusive of interest and costs), three arbitrators shall be appointed. The Disputing Parties shall agree upon the arbitrator(s) within the (10) business days after receipt of a Dispute Notice. Each arbitrator shall be a retired state or federal judge or an attorney with at least fifteen (15) years of business litigation experience. Each arbitrator shall be a "neutral" arbitrator and not appointed by either Disputing Party. If the Disputing Parties are unable to agree upon the arbitrator(s) within such period, the arbitrator(s) shall be selected by CPR in accordance with the CPR Rules. An award shall be made by a majority of the arbitrators. The arbitrator(s) shall base the award on the "four corners" of the Agreement, and only when the answer to a Dispute is not contained therein, shall the arbitrators look to the governing law designated herein and judicial precedent in accordance with the terms hereof to resolve the Dispute. Without limiting the foregoing, nothing herein contained shall be deemed to give the arbitrator(s) any authority, power or right to change, modify, add to or subtract from this Agreement (except as expressly provided herein).

(i) The arbitrators shall have the authority to award any remedy or relief that a court of competent jurisdiction could order or grant, including equitable remedies, rescission, specific performance of any obligation created under the Agreement, the issuance of an injunction, or the imposition of sanctions for abuse or frustration of the arbitration process. The arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, all of such party's reasonable Expenses.

(ii) Discovery will be limited to an exchange of directly relevant documents and answers to interrogatories. Depositions will not be taken except as needed in lieu of a live appearance. The arbitrator(s) shall resolve any discovery disputes. The arbitrator(s) and counsel of record will have the power of subpoena process as provided by law. The Disputing Parties knowingly and voluntarily waive their rights to have any Dispute tried and adjudicated by a judge or a jury.

(iii) The arbitration shall be governed by the substantive laws of the State of Indiana, applicable federal laws and the CPR Rules, regardless of laws that might otherwise govern under applicable principles of conflicts of laws thereof. Judgment upon award rendered may be entered in any court having jurisdiction.

(iv) Except as otherwise required by law or in court proceedings to enforce this Agreement or an award rendered hereunder or to obtain interim relief, the Disputing Parties and the arbitrator(s) agree to keep confidential and not disclose to third parties any information or documents obtained in connection with the arbitration process, including the resolution of the Dispute. If either Disputing Party fails to proceed with arbitration as provided in this Agreement, or unsuccessfully seeks to stay the arbitration, or fails to comply with the arbitration award, or is unsuccessful in vacating or modifying the award pursuant to a petition or application for judicial review, the other Disputing Party shall be entitled to be awarded Expenses paid or incurred in successfully compelling such arbitration or defending against the attempt to stay, vacate or modify such arbitration award and/or successfully defending or enforcing the award.

(v) Each of the Disputing Parties hereto irrevocably submits in any suit, action or proceeding arising out of or related to, and permitted by, this Agreement or any of the transactions contemplated hereby to the non-exclusive jurisdiction (including personal jurisdiction) of the Federal or state courts in the States of Indiana, and each party waives any and all objections to jurisdiction and to forum (including forum non conveniens) that they may have under the laws of the United States or any such State.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Kratos, Parent, Merger Sub and the Company have caused this Agreement to be signed by their respective officers thereunto duly authorized all as of the date first written above.

KRATOS GOVERNMENT SOLUTIONS, INC.

By: _____

Print Name: _____

Title: _____

KRATOS DEFENSE AND SECURITY SOLUTIONS, INC.

By: _____

Print Name: _____

Title: _____

HAVERSTICK ACQUISITION CORPORATION

By: _____

Print Name: _____

Title: _____

HAVERSTICK CONSULTING, INC.

By: _____

Print Name: _____

Title: _____

[SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER]

SCHEDULE A

PARTIES TO SHAREHOLDER AGREEMENTS

1. Helen HCI LLC

2. Menard, Inc.

3. Conseco Life Insurance

4. Tomisue Hilbert, or her successors, as Trustee under the Tomisue Hilbert Trust Agreement dated December 19, 1996, and as the same may be amended

5. HF General Partnership, a Virginia partnership

6. John R. Menard, Jr. W.S. Farish & Co.

8. Howard W. Bates

9. Mark K. Gormley

10. Robert A. Spass

SCHEDULE 2.5(B)

SURVIVING CORPORATION OFFICERS

SCHEDULE 2.9(A)

COMMON STOCK CLOSING CONSIDERATION

SCHEDULE 3.17(A)

RM Rights

DTI Associates has joint ownership of the RM design and data with ATK Tactical Systems Company, LLC, a Delaware limited liability company ("*ATK*"). DTI Associates has the right to use the RM design and data (i) for future procurements of Oriole rocket motors from ATK without any royalty payment and (ii) to sell Oriole rocket systems and/or Oriole launch services to third parties.

"*RM*" means the Oriole Rocket Motor as referenced under Contract No. ORI-0002 between DTI Associates, Inc. and ATK Tactical Systems Company, LLC for the manufacture of Oriole Rocket Motors, dated December 16, 2002.

"*RM Applications*" means sounding rocket, suborbital research and target rocket applications.

SCHEDULE 3.26

CLAIMS AND INVOICES

"*Collected Amount*" means any amount collected for the completion of milestone M4, as set forth on Attachment 2 to that certain Customer Agreement by and between the Customer and DTI Associates Incorporated.

"*Invoice Amount*" means invoices for milestone payments in the aggregate amount of One Hundred Eighty-Five Thousand Dollars ($185,000) for the completion of the Selected Milestones.

"*Milestones*" means the milestones under the Customer Agreement, including without limitation, any amounts requested pursuant to that certain Customer Letter.

"*Selected Milestones*" means milestones M5, M6 and M7, as set forth in Attachment 2 to the Customer Agreement.

For purposes of the Agreement and this Schedule 3.26, the terms "*Customer*", "*Customer Agreement*" and "*Customer Letter*" shall have the meanings as specifically agreed to by Parent and the Company prior to the Execution Date.

SCHEDULE 6.16

DISCOUNTED ENGAGEMENT

"*Discounted Engagement*" shall mean any engagement with Milwaukee Electric Tool Corporation ("*MET*") in which the labor rates have been discounted as a direct result of any settlement arrangement by and between MET and the Company relating to patent infringement matters arising prior to the Effective Time.

SCHEDULE 7.3(B)

LIST OF REQUIRED CONSENTS

1

CLOSING CAPITAL LEASE OBLIGATIONS SCHEDULE

EXHIBIT A

SHAREHOLDERS AGREEMENT

EXHIBIT B

ARTICLES OF MERGER

EXHIBIT C

CERTIFICATE OF MERGER

EXHIBIT D

OPINION OF LEGAL COUNSEL TO PARENT

EXHIBIT E

OPINION OF LEGAL COUNSEL TO COMPANY

EXHIBIT F

NON-COMPETITION AND NON-SOLICITATION AGREEMENT

EXHIBIT G

PARENT EMPLOYMENT AGREEMENT

EXHIBIT H

FIRPTA CERTIFICATE

QuickLinks

Exhibit 3.31

AMENDED AND RESTATED

CODE OF BY-LAWS
OF
HAVERSTICK CONSULTING, INC.

ARTICLE I

Meetings of Shareholders

Section 1.1 Annual Meetings. Annual meetings of the shareholders of Haverstick Consulting, Inc. (the "Corporation"), shall be held at such date, time and place, within or without the State of Indiana, as shall be designated by the Board of Directors.

Section 1.2 Special Meetings. Special meetings of the shareholders of the Corporation may be called at any time by the Board of Directors or the President and shall be called by the Board of Directors if the Secretary receives written, dated, and signed demands for a special meeting, describing in reasonable detail the purpose or purposes for which it is to be held, from the holders of shares representing at least 25 percent of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting. If the Secretary receives one or more proper written demands for a special meeting of shareholders, the Board of Directors may set a record date for determining shareholders entitled to make such demand. The Board of Directors or the President, as the case may be, calling a special meeting of shareholders shall set the date, time, and place of such meeting, which may be held within or without the State of Indiana.

Section 1.3 Notices. A written notice, stating the date, time, and place of any meeting of the shareholders, and in the case of a special meeting the purpose or purposes for which such meeting is called, shall be delivered or mailed by the Secretary of the Corporation, to each shareholder of record of the Corporation entitled to notice of or to vote at such meeting no fewer than ten nor more than sixty days before the date of the meeting, or as otherwise provided by the Corporation Law. In the event of a special meeting of shareholders required to be called as the result of a demand therefore made by shareholders, such notice shall be given no later than the sixtieth day after the Corporation's receipt of the demand requiring the meeting to be called. Notice of shareholders' meetings, if mailed, shall be mailed, postage prepaid, to each shareholder at his address shown in the Corporation's current record of shareholders.

A shareholder or his proxy may at any time waive notice of a meeting if the waiver is in writing and is delivered to the Corporation for inclusion in the minutes or filing with the Corporation's records. A shareholder's attendance at a meeting, whether in person or by proxy, (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder or his proxy at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder or his proxy objects to considering the matter when it is presented. Each shareholder who has in the manner described above waived notice or objection to notice of the shareholders' meeting shall be conclusively presumed to have been given due notice of such meeting (including the purpose or purposes thereof if such shareholder in the manner described above waived objection to the consideration of a particular matter).

If an annual or special shareholders' meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time, or place if the new date, time, or place is announced at the meeting before adjournment, unless a new record date is or must be established for' the adjourned meeting,

Section 1.4 Participation by Conference Telephone. Any or all shareholders may participate in a regular or special meeting by, or through the use of any means of communication, such as conference telephone, by which all shareholders participating may simultaneously hear each other during the meeting. A shareholder participating in a meeting by such means shall be deemed to be present in person at the meeting.

Section 1.5 Written Consents. Any action required or permitted to be taken at any meeting of the shareholders may be taken without a meeting if the action is taken by all shareholders. The action must be evidenced by one or more written consents describing the action taken, signed by each shareholder, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section 1.5 is effective when the last shareholder signs the consent, unless the consent specifies a different prior or subsequent effective date, in which case the action is effective on or as of the specified date. A consent signed under this Section 1.5 has the effect of a meeting vote and may be described as such in any document.

Section 1.6 Voting. Except as otherwise provided by the Corporation Law or the Corporation's Articles of Incorporation, each capital share of any class of the Corporation that is outstanding at the record date and represented in person or by proxy at the annual or special meeting shall entitle the record holder thereof, or his proxy, to one vote on each matter voted on at the meeting.

Section 1.7 Quorum. Unless the Corporation's Articles of Incorporation or the Corporation Law provide otherwise, at all meetings of shareholders a majority of the votes entitled to be cast on a matter, represented in person or by proxy, constitutes a quorum for action on the matter. Action may be taken at a shareholders' meeting only on matters with respect to which a quorum exists; provided, however, that any meeting of shareholders, including annual and special meetings and any adjournments thereof, may be adjourned to a later date although less than a quorum is present. Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any meeting held pursuant to an adjournment of that meeting unless a new record date is or must be set for that adjourned meeting.

Section 1.8 Vote Required to Take Action. If a quorum exists as to a matter to be considered at a meeting of shareholders, action on such matter (other than the election of Directors) is approved if the votes properly cast favoring the action exceed the votes properly cast opposing the action, unless the Corporation's Articles of Incorporation or the Corporation Law require a greater number of affirmative votes. Directors shall be elected by a plurality of the votes properly cast.

Section 1.9 Record Date. Only such persons shall be entitled to notice of or to vote, in person or by proxy, at any shareholders' meeting as shall appear as shareholders upon the books of the Corporation as of such record date as the Board of Directors shall determine, which date may not be earlier than the date seventy days immediately preceding the meeting unless otherwise permitted by the Corporation Law. In the absence of such determination, the record date shall be the fiftieth day immediately preceding the date of such meeting. Unless otherwise provided by the Board of Directors, shareholders shall be determined as of the close of business on the record date.

Section 1.10 Proxies. A shareholder may vote his shares either in person or by proxy. A shareholder may appoint a proxy to vote or otherwise act for the shareholder (including authorizing the proxy to receive, or to waive, notice of any shareholders' meetings within the effective period of such proxy) by signing an appointment form, either personally or by the shareholder's attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes and is effective for 11 months unless a different period is expressly provided in the appointment form. The proxy's authority may be limited to a particular meeting or may be general and authorize the proxy to represent the shareholder at any meeting of shareholders held within the time provided in the appointment form. Subject to the Corporation Law and to any express limitation on the

proxy's authority appearing on the face of the appointment form, the Corporation is entitled to accept the proxy's vote or other action as that of the shareholder making the appointment.

ARTICLE II

Directors

Section 2.1 Number and Term; Authority. The business of the Corporation shall be managed by a Board of Directors consisting of at least one Director and no more than five Directors. The exact number of Directors of the Corporation shall be fixed by the Board of Directors within the range established by the preceding sentence, and may be changed within that range from time to time by the Board of Directors. Each Director shall be elected for a term of office to expire at the annual meeting of shareholders next following his election. Notwithstanding the foregoing, each Director shall continue to serve after the expiration of his term of office until his successor is elected and qualified unless the size of the Board is reduced to eliminate the position of such individual on the Board effective at the expiration of his term of office.

The Directors and each of them shall have no authority to bind the Corporation except when acting as a Board or a Committee established by the Board and granted authority to bind the Corporation.

Section 2.2 Quorum and Vote Required to Take Action. A majority of the whole Board of Directors (the size of which shall be determined in accordance with the latest action of the Board of Directors fixing the number of Directors) shall be necessary to constitute a quorum for the transaction of any business, except the filling of vacancies. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors present shall be the act of the Board of Directors, unless the act of a greater number is required by the Corporation Law, the Corporation's Articles of Incorporation, or these By-Laws.

Section 2.3 Annual and Regular Meetings. The Board of Directors shall meet annually, without notice, on the same day as the annual meeting of the shareholders, for the purpose of transacting such business as properly may come before the meeting. Other regular meetings of the Board of Directors, in, addition to said annual meeting, shall be held on such dates, at such times, and at such places as shall be fixed by resolution adopted by the Board of Directors or otherwise communicated to the Directors. The Board of Directors may at any time alter the date for the next annual meeting of the Board of Directors.

Section 2.4 Special Meetings. Special meetings of the Board of Directors maybe called by the President or any member of the Board of Directors upon not less than 24 hours' notice given to each Director of the date, time, and place of the meeting, which notice need not specify the purpose or purposes o f the special meeting. Such notice may be communicated in person (either in writing or orally), by telephone, telegraph, teletype or other form of wire or wireless communication or by mail, and shall be effective at the earlier of the time of its receipt or, if mailed, five days after its mailing. Notice of any meeting of the Board may be waived in writing at any time if the waiver is signed by the Director entitled to the notice and is filed with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to the Director of the meeting, unless the Director at the beginning of the meeting (or promptly upon the Director's arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 2.5 Written Consents. Any action required or permitted to be taken at any meet bag of the Board of Directors may be taken without a meeting if the action is taken by all members of the Board. The action must be evidenced by one or more written consents describing the action taken, signed by each Director, and included in the minutes or filed with the corporate records reflecting the

action taken. Action taken under this Section 2.5 is effective when the last Director signs the consent, unless the consent specifies a different prior or subsequent effective date, in which case the action is effective on or as of the specified date. A consent signed under this Section 2.5 has the effect of a meeting vote and may be described as such in any document.

Section 2.6 Participation by Conference Telephone. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or through the use of, any means of communication, such as conference telephone, by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by such means shall be deemed to be present in person at the meeting.

Section 2.7 Committees.

(a) The Board o f Directors may create one or more committees and appoint members of the Board of Directors to serve on them, by resolution of the Board of Directors adopted by a majority of all the Directors in office when the resolution is adopted. Each committee may have one or more members, and all the members of a committee shall serve at the pleasure of the Board of Directors.

(b) To the extent specified by the Board of Directors in the resolutions creating a committee, each committee may exercise all of the authority of the Board of Directors; provided, however, that a committee may not:

(1) authorize dividends or other distributions as defined by the Corporation Law, except a committee may authorize or approve a reacquisition of shares if done according to a formula or method prescribed by the Board of Directors;

(2) approve or propose to shareholders action that is required to be approved by shareholders;

(3) fill vacancies on the Board of Directors or on any of its committees;

(4) amend the Corporation's Articles of Incorporation;

(5) adopt, amend, repeal, or waive any provision of these By-Laws; or

(6) approve a plan of merger not requiring shareholder approval.

(c) Except to the extent inconsistent with the resolutions creating a committee, Sections 2.1 through 2.6 of these By-Laws, which govern meetings, actions without meetings, notices and waivers of notice, quorum and voting requirements, and telephone participation in meetings of the Board of Directors, shall apply to the committee and its members.

ARTICLE III

Officers

Section 3.1 Designation, Selection, and Terms. The officers of the Corporation shall consist of the Chief Executive Officer, President, Chief Financial Officer, Chief Operating Officer, and Secretary. The officers of the Corporation shall be elected by the Board of Directors. The Board of Directors may also elect additional Vice Presidents, Assistant Treasurers, Assistant Secretaries, and such other officers or assistant officers as it may from time to time determine by resolution creating the office and defining the duties thereof. In defining the duties of officers, the Board of Directors may designate a chief administrative officer, a chief financial officer, a chief accounting officer, or similar functional titles. Officers need not be selected from among the members of the Board of Directors. Any two or more offices may be held by the same person. The election or appointment of an officer does not itself create contract rights.

Section 3.2 Removal. The Board of Directors may remove any officer at any time with or without cause. Vacancies in such offices, however occurring, may be filled by the Board of Directors at any meeting of the Board of Directors.

Section 3.3 Chief Executive Officer. The Chief Executive Officer shall function as the chief executive officer of the Corporation having the general responsibility to oversee and manage the business and affairs of the Corporation and to determine questions of general policy with regard to the business of the Corporation, and shall have and may exercise all of the powers and duties as are incident to such officer or may from time to time be delegated to the office by the Board of Directors. The Chief Executive Officer shall have general supervision of and direct all officers, agents and employees of the Corporation.

Section 3.4 President. The President shall have and may exercise all of the powers and duties as are usual and incident to his office, or as may from time to time be delegated to the office by the Board of Directors.

Section 3.5 Chief Financial Officer. The Chief Financial Officer shall have and may exercise all of the powers and duties as are usual and incident to his office, or as may from time to time be delegated to the office by the Board of Directors.

Section 3.6 Chief Operating Officer. The Chief Operating Officer shall function as the chief officer of the Corporation in charge of sales management, operations, marketing, and day-to-day operations, and shall have and may exercise all of the powers and duties as are incident to such officer or to may from time to time be delegated to the office by the Board of Directors. The Chief Operating Officer shall report to the Chief Executive Officer.

Section 3.7 Secretary. The Secretary shall be the custodian of the books, papers, and records of the Corporation and of its corporate seal, if any, and shall be responsible for seeing that the Corporation maintains the records required by the Corporation Law (other than accounting records) and that the Corporation files with the Indiana Secretary of State the annual report required by the Corporation Law. The Secretary shall be responsible for preparing minutes of the meetings of the shareholders and of the Board of Directors and for authenticating records of the Corporation, and he shall perform all of the other duties customary to the office of the Secretary of a corporation.

Section 3.8 Vice Presidents. Vice Presidents shall exercise all of the powers and duties as are usual and incident to his office, or as may from time to time be delegated to the office by the Board of Directors.

Section 3.9 Assistant Officers. The Board or an officer duly appointed by the Board may from time to time appoint assistant officers who shall exercise and perform such powers and duties as the officers whom they are elected to assist shall specify and delegate to them, and such other powers and duties as these By-Laws, the Board, or the President may prescribe. An Assistant Secretary may, in the absence or disability of the Secretary, attest the execution of all documents by the Corporation.

Section 3.10 Delegation of Authority. In case of the absence of any officer of the Corporation, or for any other reason that the Board may deem sufficient, the Board may delegate the powers or duties of such officer or any other officer or to any director, for the time being.

ARTICLE IV

**Indemnification of Officers,
Directors and Other Eligible Persons**

Section 4.1 General. To the extent not inconsistent with applicable law, every Eligible Person shall be indemnified by the Corporation against all Liability and reasonable Expense that may be incurred by him in connection with or resulting from any Claim:

(a) if such Eligible Person is Wholly Successful with respect to the Claim, or

(b) if not Wholly Successful, then if such Eligible Person is determined, as provided in either Section 4.3(a) or 4.3 (b) of this Article IV, to have:

(1) conducted himself in good faith; and

(2) reasonably believed:

(i) in the case of conduct in his official capacity with the Corporation, that his conduct was in its best interest; and

(ii) in all other cases, that his conduct was at least not opposed to the best interest of the Corporation; and

(3) in the case of any criminal proceeding, either:

(i) had reasonable cause to believe his conduct was lawful; or

(ii) had no reasonable cause to believe his conduct was unlawful.

The termination of any Claim, by judgment, order, settlement (whether with or without court approval), or conviction or upon a plea of guilty or of *nolo contendere*, or its equivalent, shall not create a presumption that an Eligible Person did not meet the standards of conduct set forth in clause (b) of this Section 4.1. The actions of an Eligible Person with respect to an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 shall be deemed to have been taken in what the Eligible Person reasonably believed to be the best interest of the Corporation or at least not opposed to its best interest if the Eligible Person reasonably believed he was acting in conformity with the requirements of such Act or he reasonably believed his actions to be in the interest of the participants in or beneficiaries of the plan.

Section 4.2 Definitions.

(a) The term "Claim" as used in this Article IV shall include every pending, threatened, or completed claim, action, suit, or proceeding and all appeals thereof (whether brought by or in the right of this Corporation or any other corporation or otherwise), whether civil, criminal, administrative, or investigative, formal or informal, in which an Eligible Person may become involved, as a party or otherwise: (i) by reason of his being or having been an Eligible Person, or (ii) by reason of any action taken or not taken by him in his capacity as an Eligible Person, whether or not he continued in such capacity at the time a Liability or Expense shall have been incurred in connection with a Claim.

(b) The term "Eligible Person" as used in this Article IV shall mean every person (and the estate, heirs, and personal representatives of such 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, agent, or fiduciary of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other organization or entity, whether for profit or not. An Eligible Person shall also be considered to have been serving an employee benefit

plan at the request of the Corporation if his duties to the Corporation also imposed duties on, or otherwise involved services by, him to the plan or to participants in or beneficiaries of the plan.

(c) The terms "Liability" and "Expense" as used in this Article IV shall include, but shall not be limited to, counsel fees and disbursements and amounts of judgments, fines, or penalties against (including excise taxes assessed with respect to an employee benefit plan), and amounts paid in settlement by or on behalf, of, an Eligible Person.

(d) The term "Wholly Successful" as used in this Article IV shall mean (i) termination of any Claim against the Eligible Person in question without any finding of liability or guilt against him, (ii) approval by a court, with knowledge of the indemnity herein provided, of a settlement of any Claim, or (iii) the expiration of a reasonable period of time after making or threatened making of any Claim without the institution of the same, without any payment or promise made to induce a settlement.

Section 4.3 Procedure.

(a) Every Eligible Person claiming indemnification hereunder (other than one who has been Wholly Successful with respect to any Claim) shall be entitled to indemnification if it is determined, as provided in this Section 4.3(a), that such Eligible Person has met the standards of conduct set forth in clause (b) of Section 4.1. The determination whether an Eligible Person has met the required standards of conduct shall be made (i) by the Board of Directors by majority vote of a quorum consisting of Directors not at the time parties to the Claim, and if such a quorum cannot be obtained, then (ii) by majority vote of a committee duly designated by the Board of Directors (in which designation, Directors who are parties to the Claim may participate) consisting solely of two (2) or more Directors not at the time parties to the Claim, and if such a committee cannot be constituted, then (iii) by the shareholders (but shares owned by or voted under the control of a Director who is at the time a party to the Claim may not be voted on the determination), and if there are no shareholders who are entitled to vote pursuant to the requirements of paragraph (iii), then (iv) by special legal counsel selected by a majority vote of the full Board of Directors (in which selection, a Director who is a party to the Claim may participate). If an Eligible Person is found to be entitled to indemnification pursuant to the preceding sentence, the reasonableness of the Eligible Person's Expenses shall be determined by the procedure set forth in the preceding sentence, except that if such determination is by special legal counsel, the reasonableness of Expenses shall be determined by a majority vote of the full Board of Directors (in which determination, a Director who is a party to the Claim may participate).

(b) If an Eligible Person claiming indemnification pursuant to Section 4.3(a) of this Article IV is found not to be entitled thereto, the Eligible Person may apply for indemnification with respect to a Claim to a court of competent jurisdiction, including a court in which the Claim is pending against the Eligible Person. On receipt of an application, the court, after giving notice to the Corporation and giving the Corporation ample opportunity to present to the court any information or evidence relating to the claim for indemnification that the Corporation deems appropriate, may order indemnification if it determines that the Eligible Person is entitled to indemnification with respect to the Claim because such Eligible Person met the standards of conduct set forth in clause (b) of Section 4.1 of this Article IV. If the court determines that the Eligible Person is entitled to indemnification, the court shall also determine the reasonableness of the Eligible Person's Expenses.

Section 4.4 Nonexclusive Rights. The right of indemnification provided in this Article IV shall be in addition to any rights to which any Eligible Person may otherwise be entitled. Irrespective of the provisions of this Article IV, the Board of Directors may, at any time and from time to time, (a) approve indemnification of any Eligible Person to the full extent permitted by the provisions of

applicable law at the time in effect, whether on account of past or future transactions, and (b) authorize the Corporation to purchase and maintain insurance on behalf of any Eligible Person against any Liability 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.

Section 4.5 Expenses. Expenses incurred by an Eligible Person with respect to any Claim shall be advanced by the Corporation (by action of the Board of Directors, whether or not a disinterested quorum exists) prior to the final disposition thereof if:

(a) the Eligible Person furnishes the Corporation a written affirmation of his good faith belief that he has met the standards of conduct specified in Section 4.1(b);

(b) the Eligible Person furnishes the Corporation a written undertaking, executed personally or on the Eligible Person's behalf, to repay the advance if it is ultimately determined that the Eligible Person did not meet the standards of conduct specified in Section 4.1(b); and

(c) the Board of Directors makes a determination that the facts then known would not preclude indemnification of the Eligible Person.

Section 4.6 Contract. The provisions of this Article IV shall be deemed to be a contract between the Corporation and each Eligible Person, and an Eligible Person's rights hereunder with respect to a Claim shall not be diminished or otherwise adversely affected by any repeal, amendment, or modification of this Article IV that occurs subsequent to the date of any action taken or not taken by reason of which such Eligible Person becomes involved in a Claim.

Section 4.7 Effective Date. The provisions of this Article W shall be applicable to Claims made or commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after the adoption hereof.

ARTICLE V

Checks

All checks, drafts, or other orders for payment of money shall be signed in the name of the Corporation by such officers or persons as shall be designated from time to time by resolution adopted by the Board of Directors and included in the minute book of the Corporation.

ARTICLE VI

Loans

Such of the officers of the Corporation as shall be designated from time to time by any resolution adopted by the Board of Directors and included in the minute book of the Corporation shall have the power, with such limitations thereon as may be fixed by the Board of Directors, to borrow money in the Corporation's behalf, to establish credit, to discount bills and papers, to pledge collateral, and to execute such notices, bonds, debentures, or other evidences of indebtedness, and such mortgages, trust indentures, and other instruments in connection therewith, as may be authorized from time to time by such Board of Directors.

ARTICLE VII

Execution of Documents

The Chief Executive Officer, President, Chief Operating Officer, Chief Financial Officer, or any officer or employee of the Corporation as authorized in writing by the Chief Executive Officer, President, Chief Operating Officer, Chief Financial Officer, or President, and in accordance with the

limitations of such authorization, may sign all contracts, agreements, or similar documents in the Corporation's name, unless execution is otherwise provided for, required, or directed by the Board of Directors, the Corporation's Articles of Incorporation, the Corporation Law, or other law. However, deeds and leases may only be signed by the Chief Executive Officer or the Chief Financial Officer.

ARTICLE VIII

Shares

Section 8.1 Execution. Certificates for capital shares of the Corporation shall be signed by the President and the Secretary or two officers designated from time to time by the Board of Directors and the seal of the Corporation (or a facsimile thereof), if any, may be thereto affixed. Where any such certificate is also signed by a transfer agent or a registrar, or both, the signatures of the officers of the Corporation may be facsimiles. The Corporation may issue and deliver any such certificate notwithstanding that any such officer who shall have signed, or whose facsimile signature shall have been imprinted on, such certificate shall have ceased to be such officer.

Section 8.2 Contents. Each certificate shall state on its face the name of the Corporation and that it is organized under the laws of the State of Indiana, the name of the person to whom it is issued, and the number and class and the designation of the series, if any, of shares the certificate represents, and, whenever the Corporation is authorized to issue more than one class of shares or different series within a class, each certificate issued after the effectiveness of such authorization shall further state conspicuously on its front or back that the Corporation will furnish the shareholder, upon his written request and without charge, a summary of the designations, relative rights, preferences, and limitations applicable to each class and series and the authority of the Board of Directors to determine variations in rights, preferences and limitations for future series.

Section 8.3 Transfers. Except as otherwise provided by law or by resolution of the Board of Directors, transfers of shares of the Corporation shall be made only on the books of the Corporation by the holder thereof in person or by duly authorized attorney, on payment of all taxes thereon and surrender for cancellation of the certificate or certificates for such shares (except as hereinafter provided in the case of loss, destruction, or mutilation of certificates) properly endorsed by the holder thereof or accompanied by the proper evidence of succession, assignment, or authority to transfer and delivered to the Secretary or an Assistant Secretary.

Section 8.4 Share Transfer Records. There shall be entered upon the share records of the Corporation the number of each certificate issued; the name and address of the registered holder of such certificate; the number, kind, and class or series of shares represented by such certificate; the date of issue; whether the shares are originally issued or transferred; the registered holder from whom transferred; and such other information as is commonly required to be shown by such records. The share records of the Corporation shall be kept at its principal office, unless the Corporation appoints a transfer agent or registrar, in which case the Corporation shall keep at its principal office a complete and accurate shareholders' list giving the name and addresses of all shareholders and the number and class of shares held by each. If a transfer agent is appointed by the Corporation, shareholders shall give written notice of any changes in their addresses from time to time to the transfer agent.

Section 8.5 Transfer Agents and Registrars. The Board of Directors may appoint one or more transfer agents and one or more registrars and may require each share certificate to bear the signature of either or both.

Section 8.6 Loss, Destruction, or Mutilation of Certificates. The holder of any of the shares of the Corporation shall immediately notify the Corporation of any loss, destruction, or mutilation of the certificate therefore, and the Board of Directors may, in its discretion, cause to be issued to him a new certificate or certificates of shares upon the surrender of the mutilated certificate, or, in the case of loss

or destruction, upon satisfactory proof of such loss or destruction. The Board of Directors may, in its discretion, require the holder of the lost or destroyed certificate or his legal representative to give the Corporation a bond in such sum and in such form, and with such surety or sureties as it may direct, to indemnify the Corporation, its transfer agents and its registrars, if any, against any claim that may be made against them or any of them with respect to the shares represented by the certificate or certificates alleged to have been lost or destroyed, but the Board of Directors may, in its discretion, refuse to issue a new certificate or certificates, save upon the order of a court having jurisdiction in such matters.

Section 8.7 Form of Certificates. The form of the certificates for shares of the Corporation shall conform to the requirements of Section 8.2 of these By-Laws and be in such printed form as shall from time to time be approved by resolution of the Board of Directors.

ARTICLE IX

Seal

The corporate seal of the Corporation shall, if the Corporation elects to have one, be in the form of a disc, with the name of the Corporation on the periphery thereof and the word "SEAL" in the center.

ARTICLE X

Miscellaneous

Section 10.1 Corporation Law. The provisions of the Corporation Law, as it may from time to time be amended, applicable to all matters relevant to, but not specifically covered by, these By-Laws are hereby, by reference, incorporated in and made a part of these By-Laws. The term "Corporation Law" as used in these By-Laws means the Indiana Business Corporation Law, as it may hereafter from time to time be amended and any statute which may in the future supersede or replace, in whole or in part, the Corporation Law.

Section 10.2 Calendar Year. The fiscal year of the Corporation shall end on the 31' of December of each year.

Section 10.3 Definition of Articles of Incorporation. The term "Articles of Incorporation" as used in these By-Laws means the Articles of Incorporation of the Corporation, as amended and restated from time to time.

Section 10.4 Amendments. These By-Laws may be rescinded, changed, or amended, and provisions hereof may be waived, at any annual, regular, or special meeting of the Board of Directors by the affirmative vote of a majority of the number of Directors then in office, except as otherwise required by the Corporation's Articles of incorporation or by the Corporation Law.

QuickLinks

Exhibit 3.32

Doc ID --> 199904200140

ARTICLES OF INCORPORATION

OF

AFK ACQUISITION CO.

The undersigned, being a citizen of the United States, who desires to form a corporation for profit under the Ohio Revised Code, does hereby certify as follows:

FIRST. The name of the Corporation shall be AFK Acquisition Co.

SECOND. The place in Ohio where its principal office is to be located at Cincinnati, Hamilton County, Ohio 45202;

THIRD. The purpose for which the Corporation is organized shall be:

To engage in any lawful act or acts 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 which the Corporation is authorized to have outstanding is Eight Hundred Fifty (850) all of which shall be Common Shares, without par value.

FIFTH. No holder of any shares of this Corporation shall have any pre-emptive rights to subscribe for or to purchase any shares of this Corporation of any class whether such shares or such class be now or hereafter authorized or to purchase or subscribe for security convertible into or exchangeable for shares of any class or to which shall be attached or appertained any warrants or rights entitling the holder thereof to purchase or subscribe for shares of any class.

SIXTH. This Corporation, through its Board of Directors, shall have the right and power to purchase any of its outstanding shares at such price and upon such terms as may be agreed upon between the Corporation and any selling shareholder.

SEVENTH. The affirmative vote of shareholders entitled to exercise a majority of the voting power shall be required to amend these Articles of Incorporation, approve mergers and to take any other action which by law must be approved by a specified percentage of all outstanding shares entitled to vote.

IN WITNESS WHEREOF, the undersigned has hereunto subscribed his name this 9th day of February, 1999.

/s/ THOMAS E. FROOMAN

Thomas E. Frooman, Incorporator

613984.1

Doc ID --> 199906300267

[STATE OF OHIO SEAL]
Prescribed by
BOB TAFT, Secretary of State
30 East Broad Street, 14th Floor
Columbus, Ohio 43266-0418
Form SH-AMD (January 1991)

Charter No. _____
Approved _____
Date _____
Fee

CERTIFICATE OF AMENDMENT
by Shareholders to the Articles of Incorporation of

AFK Acquisition Co.
(Name of Corporation)

Anthony F. Kelly, who is:

o Chairman of the Board ☒ President o Vice President (check one)

and

Joan L. Fedders, who is: ☒ Secretary o Assistant Secretary (Check one)

of the above named Ohio corporation for profit do hereby certify that: (check the appropriate box and complete the appropriate statements)

o a meeting of the shareholders was duly called for the purpose of adopting this amendment and held on , 19 at which meeting a quorum of the shareholders was present in person or by proxy, and by the affirmative vote of the holders of shares entitling them to exercise % of the voting power of the corporation.

☒ in a writing signed by all of the shareholders who would be entitled to notice of a meeting held for that purpose, the following resolution to amend the articles was adopted:

Article First of the Articles of Incorporation of AFK Acquisition Co. is hereby amended in its entirity to read as follows:

"Article First. The name of the corporation shall be Walsh Enterprise Solutions, Inc."

IN WITNESS WHEREOF, the above named officers, acting for and on the behalf of the corporation, have hereto subscribed their names this 25th day of February, 1999.

By /s/ ANTHONY F. KELLY
(Chairman, President, Vice Predisent)

Anthony F. Kelly

By /s/ JOAN FEDDERS
Joan Fedders (Secretary, Assistant Secretary)

NOTE: Ohio law does not permit one officer to sign in two capacities. Two separate signatures are required even if this

Doc ID --> 200002801773

[STATE OF OHIO SEAL] 1059108
Prescribed by **J. Kenneth Blackwell** [ILLEGIBLE]
Expedite this form

Please obtain fee amount and mailing instructions from the Forms Inventory List (using the 3 digit form # located at the bottom of this form).
To obtain the Forms Inventory List or for assistance, please call Customer Service: o Yes
Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453) $35
12-17-99

CERTIFICATE OF AMENDMENT
BY SHAREHOLDERS TO ARTICLES OF

Walsh Enterprise Solutions, Inc.
(Name of Corporation)

1059788
(charter number)

Charles T. Walsh , who is the President

of the above named Ohio corporation organized for profit, does hereby certify that: (Please check the appropriate box and complete the appropriate statements.)

o a meeting of the shareholders was duly called and held on , at which meeting a quorum the shareholders was present in person or by proxy, and that by the affirmative vote of the holders of shares entitling them to exercise % of the voting power of the corporation,

☒ in a writing signed by all the shareholders who would be entitled to notice of a meeting held for that purpose, the following resolution to amend the articles was adopted:

Article First of the Articles of Incorporation of Walsh Enterprise Solutions, Inc. is hereby amended in its entirety to read as follows: "Article First. The name of the corporation shall be A. F. Kelly, Inc."

IN WITNESS WHEREOF, the above named officer, acting for and on behalf of the corporation, has hereunto subscribed his name on November 30, 1999
(gender)

By: /s/ CHARLES T. WALSH

Title: President

125-AMDS Version: May 1, 1999

[STATE OF OHIO SEAL]
www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

Prescribed by J. Kenneth Blackwell
Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite this Form: (Select One)

Mail Form to one of the Following:

o Yes PO Box 1390
Columbus, OH 43216
***** Requires an additional fee of $100 *****

☒ No PO Box 1028
Columbus, OH 43216

2002 OCT 21 AM 11:05

Certificate of Amendment by
Shareholders or Members
(Domestic)
Filing Fee $50.00

(CHECK ONLY ONE (1) BOX)

(1) Domestic for Profit	**PLEASE READ INSTRUCTION**	(2) Domestic Non-Profit	
o Amended	☒ Amendment	o Amended	o Amendment
(122-AMAP)	*(125-AMDS)*	*(126-AMAN)*	*(128-AMD)*

Complete the general information in this section for the box checked above.

Name of Corporation A. F. Kelly, Inc.

Charter Number 1059788

Name of Officer David Stetson

Title Attorney in Fact

o **Please check if additional provisions attached.**

The above named Ohio corporation, does hereby certify that:

o A meeting of the o shareholders o directors ***(non-profit amended articles only)***

o members was duly called and held on _____
(Date)

at which meeting a quorum was present in person or by proxy, based upon the quorum present, an affirmative vote was cast which entitled them to exercise % as the voting power of the corporation.

☒ In a writing signed by all of the ☒ shareholders o directors ***(non-profit amended articles only)***

o members who would be entitled to the notice of a meeting or such other proportion not less than a majority as the articles of regulations or bylaws permit.

Clause applies if amended box is checked.

Resolved, that the following amended articles of incorporations be and the same are hereby adopted to supercede and take the place of the existing articles of incorporation and all amendments thereto.

Doc ID --> 200229402810

All of the following information must be completed if an amended box is checked.
If an amendment box is checked, complete the areas that apply.

FIRST: The name of the corporation is: Haverstick Government Services, Inc.

SECOND: The place in the State of Ohio where its principal office is located is in the City of:

(city, village or township) (county)

THIRD: The purposes of the corporation are as follows:

FOURTH: The number of shares which the corporation is authorized to have outstanding is:
(Does not apply to box (2))

REQUIRED
Must be authenticated (signed) by an authorized representative

(See Instructions)

/s/ [ILLEGIBLE]	October 16, 2002
Authorized Representative	Date
Authorized Representative	Date
Authorized Representative	Date

541 Last Revised: May 2002

Doc ID --> 200232302408

[STATE OF OHIO SEAL]
www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

Prescribed by J. Kenneth Blackwell
Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)
2002 NOV 19 AM 10:58

Expedite this Form: (Select One)

Mail Form to one of the Following:

o Yes PO Box 1390
Columbus, OH 43216
***** Requires an additional fee of $100 *****

☒ No PO Box 1028
Columbus, OH 43216

Certificate of Amendment by
Shareholders or Members
(Domestic)
Filing Fee $50.00

(CHECK ONLY ONE (1) BOX)

(1) Domestic for Profit
o Amended
(122-AMAP)

PLEASE READ INSTRUCTION
☒ Amendment
(125-AMDS)

(2) Domestic Non-Profit
o Amended
(126-AMAN)

o Amendment
(128-AMD)

Complete the general information in this section for the box checked above.

Name of Corporation Haverstick Government Services, Inc.

Charter Number 1059788

Name of Officer David Stetson

Title Attorney in Fact/Vice President

o **Please check if additional provisions attached.**

The above named Ohio corporation, does hereby certify that:

o A meeting of the o shareholders o directors ***(non-profit amended articles only)***

o members was duly called and held on _____
(Date)

at which meeting a quorum was present in person or by proxy, based upon the quorum present, an affirmative vote was cast which entitled them to exercise % as the voting power of the corporation.

☒ In a writing signed by all of the ☒ shareholders o directors ***(non-profit amended articles only)***

o members who would be entitled to the notice of a meeting or such other proportion not less than a majority as the articles of regulations or bylaws permit.

Clause applies if amended box is checked.

Resolved, that the following amended articles of incorporations be and the same are hereby adopted to supercede and take the place of the existing articles of incorporation and all amendments thereto.

Doc ID --> 200232302408

All of the following information must be completed if an amended box is checked.
If an amendment box is checked, complete the areas that apply.

FIRST: The name of the corporation is: Haverstick Government Solutions, Inc.

SECOND: The place in the State of Ohio where its principal office is located is in the City of:

_____ _____
(city, village or township) (county)

THIRD: The purposes of the corporation are as follows:

FOURTH: The number of shares which the corporation is authorized to have outstanding is: _____
(Does not apply to box (2))

REQUIRED
Must be authenticated (signed) by an authorized representative

(See Instructions)

/s/ [ILLEGIBLE]	November 5, 2002
Authorized Representative	Date
Authorized Representative	Date
Authorized Representative	Date

541 Last Revised: May 2002

QuickLinks

Exhibit 3.33

REGULATIONS

OF

HAVERSTICK GOVERNMENT SOLUTIONS, INC. (the "Corporation")

ARTICLE I

Fiscal Year

Unless otherwise designated by the Board of Directors, the first fiscal year of the Corporation after the adoption of these Regulations shall end the last day of December, 1999. Subsequently, the fiscal year of the Corporation shall commence on the 1st day of January, 2000, or be such other period as the Board of Directors may designate.

ARTICLE II

Shareholders

Section 1. *Meetings of the Shareholders.*

1.1 *Animal Meetings.* The Annual Meeting of the Shareholders of this Corporation, for the election of the Board of Directors and the transaction of such other business as may properly be brought before such meeting, shall be held at 10:00 a.m. on the first day of April of each year or such other time and at such place as designated by the Board of Directors. The First Annual Meeting shall be held in 2000. If the Annual Meeting is not held or if Directors are not elected thereat, a Special Meeting may be called and held for that purpose.

1.2 *Special Meetings.* Special meetings of the Shareholders may be held on any business day when called by the Chairman of the Board, if any, the President, a majority of Directors, or persons holding twenty-five percent of all voting power of the Corporation and entitled to vote. Calls for special business shall be considered at any such meeting other than that specified in the call therefor.

1.3 *Place of Meetings.* Any meeting of Shareholders may be held at such place within or without the State of Ohio as may be designated in the Notice of said meeting.

1.4 *Notice of Meeting and Waiver of Notice*

1.4.1 *Notice.* Written notice of the time, place and purposes of any meeting of Shareholders shall be given to each Shareholder entitled thereto not less than seven (7) days nor more than sixty (60) days before the date fixed for the meeting and as prescribed by law. Such notice shall be given either by personal delivery or mail to the Shareholders at their respective addresses as they appear upon the records of the Corporation. Notice shall be deemed to have been given on the day mailed. If any meeting is adjourned to another time or place, no notice as to such adjourned meeting need be given other than by announcement at the meeting at which such an adjournment is taken. No business shall be transacted at any such adjourned meeting except as might have been lawfully transacted at the meeting at which such adjournment was taken.

1.4.2 *Notice to Joint Owners.* All notices with respect to any shares to which persons are entitled by joint or common ownership may be given to that one of such persons who is named first upon the books of this Corporation, and notice so given shall be sufficient notice to all the holders of such shares.

1.4.3 *Waiver.* Notice of any meeting may be waived in writing by any Shareholder either before or after any meeting, or by attendance at such meeting without protest to its commencement.

1.5 *Shareholders Entitled to Notice and to Vote.* If a record date shall not be fixed, the record date for the determination of Shareholders entitled to notice of or to vote at any meeting of Shareholders shall be the close of business on the twentieth day prior to the date of the meeting and only Shareholders of record at such record date shall be entitled to notice of and to vote at such meeting.

1.6 *Quorum and Voting.* The holders of shares entitling them to exercise a majority of the voting power of the Corporation, present in person or by proxy, shall constitute a quorum for any meeting. The Shareholders present in person or by proxy, whether or not a quorum be present, may adjourn the meeting from time to time without notice other than by announcement at the meeting.

In any other matter brought before any meeting of Shareholders, the affirmative vote of the holders of shares representing a majority of the votes actually cast shall be the act of the Shareholders provided, however, that no action required by law, the Articles, or these Regulations to be authorized or taken by the holders of a designated proportion of the shares of the Corporation may be authorized or taken by a lesser proportion.

1.7 *Organization of Meetings.*

1.7.1 *Presiding Officer.* The Chairman of the Board, or in his or her absence, the President, or in the absence of both of them, a Vice President of the Corporation, shall call all meetings of the Shareholders to order and shall act as Chairman thereof; if all are absent, the Shareholders shall elect a Chairman.

1.7.2 *Minutes.* The Secretary of the Corporation, or in his or her absence, an Assistant Secretary, or, in the absence of both, a person appointed by the Chairman of the meeting, shall act as Secretary of the meeting and shall keep and make a record of the proceedings thereat.

1.8 *Order of Business.* The order of business at all meetings of the Shareholders, unless waived or otherwise changed by the Chairman of the meeting or the Board of Directors, shall be as follows:

1.8.1 Call meeting to order.

1.8.2 Selection of Chairman and/or Secretary, if necessary.

1.8.3 Proof of notice of meeting and presentment of affidavit thereof.

1.8.4 Roll call, including filing of proxies with Secretary.

1.8.5 Upon appropriate demand, appointment of inspectors of election.

1.8.6 Reading, correction and approval of previously unapproved minutes.

1.8.7 Reports of officers and committees.

1.8.8 If an annual meeting, or meeting called for that purpose, election of Directors.

1.8.9 Unfinished business, if an adjourned meeting.

1.8.10 Consideration in sequence of all other matters set forth in the call for and written notice of the meeting.

1.8.11 Any new business other than that set forth in the notice of the meeting which shall have been submitted to the Secretary of the Corporation in writing at least fifteen days prior to the date of the meeting.

1.8.12 Adjournment.

1.9 *Voting.* Except as provided by statute or in the Articles, every Shareholder entitled to vote shall be entitled to cast one vote on each proposal submitted to the meeting for each share held of record on the record date for the determination of the Shareholders entitled to vote at the meeting. At any meeting at which a quorum is present, all questions and business which may come before the meeting shall be determined by a majority of votes cast, except when a greater proportion is required by law, the Articles, or these Regulations.

1.10 *Proxies.* A person who is entitled to attend a Shareholders' meeting, to vote thereat, or to execute consents, waivers and releases, may be represented at such meeting or vote thereat, and execute consents, waivers, and releases and exercise any of his rights, by proxy or proxies appointed by a writing signed by such person, or by his duly authorized attorney which may be transmitted physically, or by mail, by facsimile or other electronic medium.

1.11 *List of Shareholders.* At any meeting of Shareholders a list of Shareholders, alphabetically arranged, showing the number and classes of shares held by each on the record date applicable to such meeting, shall be produced on the request of any Shareholder.

Section 2. *Action of Shareholders Without a Meeting.*

Any action which may be taken at a meeting of Shareholders may be taken without a meeting if authorized by a writing or writings signed by all of the holders of shares who would be entitled to notice of a meeting for such purpose, which writing or writings shall be filed or entered upon the records of the Corporation.

ARTICLE III

Directors

Section 3. *General Powers.*

The authority of this Corporation shall be exercised by or under the direction of the Board of Directors, except where the law, the Articles or these Regulations require action to be authorized or taken by the Shareholders.

Section 4. *Election, Number and Qualification of Directors.*

4.1 *Election.* The Directors shall be elected at the annual meeting of the Shareholders, or if not so elected, at a special meeting of Shareholders called for that purpose. Only persons nominated by an officer, director or in writing by a shareholder at least fifteen days prior to the meeting at which directors are to be elected, shall be eligible for election.

4.2 *Number.* The number of Directors, which shall not be less than the lesser of three or the number of Shareholders of record, may be fixed or changed at a meeting of the Shareholders called for the purpose of electing Directors at which a quorum is present, by the affirmative vote of the holders of a majority of the shares represented at the meeting and entitled to vote on such proposal. The initial number of Directors shall be two (2). In addition, the number of Directors may be fixed or changed by action of the Directors at a meeting called for that purpose at which a quorum is present by a majority vote of the Directors present at the meeting. The Directors then in office may fill any Director's office that is created by an increase in the number of Directors. The number of Directors elected shall be deemed to be the number of Directors fixed unless otherwise fixed by resolution adopted at the meeting at which such Directors are elected.

4.3 *Qualifications.* Directors need not be Shareholders of the Corporation.

Section 5. *Term of Office of Directors.*

5.1 *Term.* Each Director shall hold office until the next annual meeting of the Shareholders and until his successor has been elected or until his earlier resignation, removal from office, or death. Directors shall be subject to removal as provided by statute or by other lawful procedures and nothing herein shall be construed to prevent the removal of any or all Directors in accordance therewith.

5.2 *Resignation.* A resignation from the Board of Directors shall be deemed to take effect immediately upon its being received by any incumbent corporate officer other than an officer who is also the resigning Director, unless some other time is specified therein.

5.3 *Vacancy.* In the event of any vacancy in the Board of Directors for any cause, the remaining Directors, though less than a majority of the whole Board, may fill any such vacancy for the unexpired term.

Section 6. *Meetings of Directors.*

6.1 *Regular Meetings.* A regular meeting of the Board of Directors shall be held immediately following the adjournment of the meeting of Shareholders at which Directors are elected. The holding of such Shareholders' meeting shall constitute notice of such Directors' meeting and such meeting shall be held without further notice. Other regular meetings shall be held at such other times and places as may be fixed by the Directors.

6.2 *Special Meetings.* Special Meetings of the Board of Directors may be held at any time upon call of the Chairman of the Board, the President, any Vice President, or any two Directors.

6.3 *Place of Meeting.* Any meeting of Directors may be held at such place within or without the State of Ohio as may be designated in the notice of said meeting.

6.4 *Notice of Meeting and Waiver of Notice.* Notice of the time and place of any regular or special meeting of the Board of Directors shall be given to each Director by personal delivery, telephone, facsimile transmission or mail at least forty-eight hours before the meeting, which notice need not specify the purpose of the meeting.

Section 7. *Quorum and Voting.*

At any meeting of Directors, not less than one-half of the whole authorized number of Directors is necessary to constitute a quorum for such meeting, except that a majority of the remaining Directors in office constitutes a quorum for filling a vacancy in the Board. At any meeting at which a quorum is present, all acts, questions, and business which may come before the meeting shall be determined by a majority of votes cast by the Directors present at such meeting, unless the vote of a greater number is required by the Articles, Regulations or By-Laws.

Section 8. *Committees.*

8.1 *Appointment.* The Board of Directors may from time to time appoint certain of its members to act as a committee or committees in the intervals between meetings of the Board and may delegate to such committee or committees power to be exercised under the control and direction of the Board. Each committee shall be composed of at least three directors unless a lesser number is allowed by law. Each such committee and each member thereof shall serve at the pleasure of the Board.

8.2 *Executive Committee.* In particular, the Board of Directors may create from its membership and define the powers and duties of an Executive Committee. During the intervals between meetings of the Board of Directors, the Executive Committee shall possess and may

exercise all of the powers of the Board of Directors in the management and control and the business of the Corporation to the extent permitted by law. All action taken by the Executive Committee shall be reported to the Board of Directors at its first meeting thereafter.

8.3 *Committee Action.* Unless otherwise provided by the Board of Directors, a majority of the members of any committee appointed by the Board of Directors pursuant to this Section shall constitute a quorum at any meeting thereof and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of such committee. Action may be taken by any such committee without a meeting by a writing signed by all its members. Any such committee shall prescribe its own rules for calling and holding meetings and its method of procedure, subject to any rules prescribed by the Board of Directors, and shall keep a written record of all action taken by it.

Section 9. *Action of Directors Without a Meeting.*

Any action which may be taken at a meeting of Directors or any committee thereof may be taken without a meeting if authorized by a writing or writings signed by all the Directors or all of the members of the particular committee, which writing or writings shall be filed or entered upon the records of the Corporation.

Section 10. *Compensation of Directors.*

The Board of Directors may allow compensation to directors for performance of their duties and for attendance at meetings or for any special services, may allow compensation to members of any committee, and may reimburse any Director for his expenses in connection with attending any Board or committee meeting.

Section 11. *Relationship with Corporation.*

Directors shall not be barred from providing professional or other services to the Corporation. No contract, action or transaction shall be void or voidable with respect to the Corporation for the reason that it is between or affects the Corporation and one or more of its Directors, or between or affects the Corporation and any other person in which one or more of its Directors are directors, trustees or officers or have a financial or personal interest, or for the reason that one or more interested Directors participate in or vote at the meeting of the Directors or committee thereof that authorizes such contract, action or transaction, if in any such case any of the following apply:

11.1 the material facts as to the Director's relationship or interest and as to the contract, action or transaction are disclosed or are known to the Directors or the committee and the Directors or committee, in good faith, reasonably justified by such facts, authorize the contract, action or transaction by the affirmative vote of a majority of the disinterested Directors, even though the disinterested Directors constitute less than a quorum;

11.2 the material facts as to the Director's relationship or interest and as to the contract, action or transaction are disclosed or are known to the shareholders entitled to vote thereon and the contract, action or transaction is specifically approved at a meeting of the shareholders held for such purpose by the affirmative vote of the holders of shares entitling them to exercise a majority of the voting power of the Corporation held by persons not interested in the contract, action or transaction; or

11.3 the contract, action or transaction is fair as to the Corporation as of the time it is authorized or approved by the Directors, a committee thereof or the shareholders.

Section 12. *Attendance at Meetings of Persons Who Are Not Directors*

Unless waived by a majority of Directors in attendance, not less than twenty-four (24) hours before any regular or special meeting of the Board of Directors, any Director who desires the presence at such

meeting of a person who is not a Director shall so notify all other Directors, request the presence of such person at the meeting, and state the reason in writing. Such person will not be permitted to attend the Directors' meeting unless a majority of the Directors in attendance vote to admit such person to the meeting. Such vote shall constitute the first order of business for any such meeting of the Board of Directors. Such right to attend, whether granted by waiver or vote, may be revoked at any time during any such meeting by the vote of a majority of the Directors in attendance.

ARTICLE IV

Officers

Section 13. *General Provisions.*

The Board of Directors shall elect a President, a Secretary and a Treasurer, and may elect a Chairman of the Board, one or more Vice Presidents, and such other officers and assistant officers as the Board may from time-to-time deem necessary. The Chairman of the Board, if any, shall be a Director, but none of the other officers need be a Director. Any two or more offices may be held by .the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity if such instrument is required to be executed, acknowledged or verified by two or more officers.

Section 14. *Powers and Duties.*

All officers, as between themselves and the Corporation, shall respectively have such authority and perform such duties as are customarily incident to their respective offices, and as may be specified from time to time by the Board of Directors, regardless of whether such authority and duties are customarily incident to such office. In the absence of any officer of the Corporation, or for any other reason the Board of Directors may deem sufficient, the powers or duties of such officer, or any of them may be delegated, to any other officer or to any Director. The Board of Directors may from time to time delegate to any officer authority to appoint and remove subordinate officers and to prescribe their authority and duties.

Section 15. *Term of Office and Removal.*

15.1 *Term.* Each officer of the Corporation shall hold office at the pleasure of the Board of Directors, and unless sooner removed by the Board of Directors, until the meeting of the Board of Directors following the date of election of Directors and until his successor is elected and qualified.

15.2 *Removal.* The Board of Directors may remove any officer at any time with or without cause by the affirmative vote of a majority of Directors in office.

Section 16. *Compensation of Officers.*

Unless compensation is otherwise determined by a majority of the Directors at a regular or special meeting of the Board of Directors or unless such determination is delegated by the Board of Directors to another officer or officers, the President of the Corporation from time to time shall determine the compensation to be paid to all officers and other employees for services rendered to the Corporation.

ARTICLE V

Indemnification

Section 17. *Right of Indemnification.*

To the fullest extent permitted by the General Corporation Law of Ohio, the Corporation shall indemnify each person who is made or threatened to be made a party to any proceeding, whether

brought by or in the right of the Corporation, by reason of the fact that such person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, and such persons, their executors and administrators, shall be indemnified by the Corporation against all costs and expenses actually and reasonably incurred by such person concerning, or in connection with, the defense of any claim asserted or suit or proceeding brought against such person by reason of that person's conduct, actions or inaction in such capacity at the time of incurring such costs or expenses, except costs and expenses incurred in relation to matters as to which such person shall have been willfully derelict in the performance of such person's duty. Such costs and expenses shall include the cost of reasonable settlements (with or without suit), judgments, attorneys' fees, costs of suit, fines and penalties and other liabilities (other than amounts paid by any such person to this Corporation or any subsidiary thereof). To the extent any of the indemnification provisions set forth in this Article prove to be ineffective for any reason in furnishing the indemnification provided, each of the persons named above shall be indemnified by the Corporation to the full extent authorized by the General Corporation Law of Ohio.

Section 18. *Definition of Performance.*

For the purposes .of this Article, a Director, officer or member of a committee shall conclusively be deemed not to have been willfully derelict in the performance of such person's duty as such Director, officer or member of committee:

18.1 *Determination by Suit.* In a matter which shall have been the subject of a suit or proceeding in which such person was a party which is disposed of by adjudication on the merits, unless such person shall have been finally adjudged in such suit or proceeding to have been willfully derelict in the performance of that person's duty as such Director, officer or member of a committee; or

18.2 *Determination by Committee.* In a matter not falling within above, a majority of disinterested members of the Board of Directors or a majority of a committee of disinterested Shareholders of the Corporation, selected as hereinafter provided, shall determine that such person was not willfully derelict. Such determination shall be made by the disinterested members of the Board of Directors except where such members shall determine that such matter should be referred to said committee of disinterested Shareholders.

Section 19. *Selection of Committee.*

The selection of a committee of Shareholders provided above may be made by the majority vote of the disinterested Directors or, if there be no disinterested Director or Directors, by the chief executive officer of the Corporation. A Director or Shareholder shall be deemed disinterested in a matter if such person has no interest therein other than as a Director or Shareholder of the Corporation as the case may be. The Corporation shall pay the fees and expenses of the Shareholders or Directors, as the case may be, incurred in connection with making a determination as above provided.

Section 20. *Non-Committee Determination.*

If a Director, officer or member of a committee shall be found by some other method not to have been willfully derelict in the performance of such person's duty as such Director, officer or member of a committee, then such determination as to dereliction shall not be questioned on the ground that it was made otherwise than as provided above.

Section 21. *Indemnification by Law.*

The foregoing right of indemnification shall be in addition to any rights to which any such person may otherwise be entitled as a matter of law.

Section 22. *Miscellaneous.*

The right of indemnification conferred hereby shall be extended to any threatened action, suit or proceeding, and the failure to institute it shall be deemed its final determination. Advances may be made by the Corporation against costs, expenses and fees, as and upon the terms, determined by the Board of Directors.

ARTICLE VI

Amendments

These Regulations may be amended by the affirmative vote or the written consent of the Shareholders entitled to exercise a majority of the voting power on such proposal. If an amendment is adopted by written consent the Secretary shall mail a copy of such amendment to each Shareholder who would be entitled to vote thereon and did not participate in the adoption thereof. These Regulations may also be amended by the affirmative vote of a majority of the directors to the extent permitted by Ohio law at the time of such amendment.

QuickLinks

Exhibit 3.33

Exhibit 3.34

ARTICLES OF INCORPORATION
OF
HGS HOLDINGS, INC.

The undersigned incorporator, desiring to form a corporation (the "Corporation") pursuant to the provisions of the Indiana Business Corporation Law (the "Corporation Law"), executes the following Articles of Incorporation.

Article 1. NAME

The name of the Corporation is **HGS Holdings, Inc.**

Article 2. REGISTERED OFFICE AND AGENT

The street address of the Corporations initial registered office is 11405 North Pennsylvania Street, Suite 210, Carmel, IN 46032 and the name of its initial registered agent at such office is Anthony J. Rose.

Article 3. INCORPORATOR.

The name of the incorporator is Rollin M. Dick and the address of the incorporator is 11405 North Pennsylvania Street, Suite 210, Carmel, IN 46032.

Article 4. NUMBER AND CLASSIFICATION OF AUTHORIZED SHARES

The total number of shares that the Corporation has authority to issue shall be One Thousand (1000) shares (the "Shares"). All of the Shares shall be of one class which class shall be designated Common Shares.

Article 5. TERMS OF SHARES

Section 5.1 *No Par Value.* The Shares shall have no par value, except that, solely for the purpose of any statute or regulation imposing any tax or fee based upon the capitalization of the Corporation, all of the Shares shall be deemed to have a par value of $.0001 per share.

Section 5.2 *Power of Corporation to Deal in Shares.* The Board of Directors of the Corporation may dispose of, issue, and sell Shares in accordance with and in such amounts as may be permitted by the Corporation Law, and for such consideration, at such price or prices, at such time or times and upon such terms and conditions as the Board of Directors of the Corporation shall determine, without the authorization or approval by any shareholders of the Corporation unless such authorization or approval is required by the Corporation Law. Shares may be disposed of, issued, and sold to such persons, firms, or corporations as the Board of Directors may determine, without any preemptive or other right on the part of the owners or holders of other Shares to acquire such Shares by reason of their ownership of such other Shares.

The Corporation shall have the power to acquire (by purchase, redemption or otherwise), hold, own, pledge, sell, transfer, assign, reissue, cancel, or otherwise dispose of the Shares of the Corporation in the manner and to the extent permitted by the Corporation Law. The power to purchase, redeem, or otherwise acquire the Shares, directly or indirectly, may be exercised selectively without pro rata or equal treatment of the owners or holders of Shares.

Section 5.3 *Rights to Dividends and Distributions.* The holders of Shares shall be entitled to share ratably, according to the number of Shares held by them, in such dividends or other distributions (other than purchases, redemptions, or other acquisitions of Shares of the Corporation), if any, as are declared and paid from time to time on the Shares at the discretion of the Board of Directors. In the event of any liquidation, dissolution, or winding up of the Corporation, either voluntary or involuntary,

the holders of Shares shall be entitled to share, ratably according to the number of Shares held by them, in all assets of the Corporation available for distribution to its shareholders.

Section 5.4 *Voting Rights.* Except as otherwise provided by the Corporation Law and subject to such shareholder disclosure and recognition procedures as the Corporation may by action of the Board of Directors establish (which may include sanctions for noncompliance therewith to the fullest extent permitted by the Corporation Law), the Shares have unlimited voting rights.

Article 6. Dl RECTORS

Section 6.1 *Number.* The number of Directors shall be fixed by, or fixed in accordance with, the Bylaws. The Bylaws may also provide for staggering the terms of the members of the Board of Directors to the fullest extent permitted by the Corporation Law.

Section 6.2 *Vacancies.* Any vacancy in the Board of Directors, from whatever cause arising, including any increase in the size of the Board of Directors, shall be filled by selection of a new Director by a majority vote of the remaining members of the Board of Directors (even if less than a quorum); provided, however, that, if such vacancy or vacancies leave the Board of Directors with no members or if the remaining members of the Board of Directors are unable to agree upon a new Director or determine not to select a new Director, such vacancy may be filled by a vote of the shareholders at a special meeting called for that purpose or at the next annual meeting of shareholders. The term of a Director elected or selected to fill a vacancy shall expire at the end of the term for which such Director's predecessor was elected, or, in the case of a vacancy created by an increase in the size of the Board of Directors, the term of the new Director shall expire as of the next annual meeting of the shareholders or, if later, when a successor is elected and qualified.

Section 6.3 *Limited Liability of Directors.* Directors shall be immune from personal liability for any action taken as a Director, or any failure to take any action, to the fullest extent permitted by the Corporation Law and by general principles of corporate law.

Section 6.4 *Removal of Directors.* Any or all of the members of the Board of Directors may be removed, with or without cause, by the affirmative vote of the holders of a majority of the outstanding Shares then entitled to vote at an election of Directors. Directors may not be removed by the Board of Directors.

Section 6.5 *Initial Board of Directors.* The names and addresses of members of the initial Board of Directors of the Corporation are as follows:

Name	Address
Rollin M. Dick	11405 North Pennsylvania Street, Suite 210, Carmel, IN 46032
Stephen C. Hilbert	11405 North Pennsylvania Street, Suite 210, Carmel, IN 46032
Howard W. Bates	11405 North Pennsylvania Street, Suite 210, Carmel, IN 46032
Ronald Gerwig	11405 North Pennsylvania Street, Suite 210, Carmel, IN 46032

Article 7. MISCELLANEOUS

Section 7.1 *Bylaws.* The Board of Directors shall have the exclusive power to make. alter, amend, or repeal, or to waive provisions of, the Bylaws of the Corporation by the affirmative vote of a majority of the number of Directors then in office, except as otherwise provided by the Corporation Law.

Section 7.2 *Amendment or Repeal.* The Corporation shall be deemed, for all purposes, to have reserved the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation to the extent and in the manner permitted or prescribed by the Corporation Law, and all rights herein conferred upon shareholders are granted subject to such reservation.

Section 7.3 *Corporation Law.* All references in these Articles of incorporation to the Corporation Law shall mean the Indiana Business Corporation Law as it may hereafter from time to time be amended and any statute which may in the future supersede or replace, in whole or in part, the Corporation Law.

Section 7.4 *Business Combination Chapter Inapplicable.* In accordance with Indiana Code 23-1-43-22(2), the provisions of Chapter 43 of the Indiana Business Corporation Law do not apply to this Corporation.

IN WITNESS WHEREOF, the undersigned, being the incorporator designated in Article III, executes these Articles of Incorporation this 18th day of February, 2003.

/s/ Rollin M. Dick

Rollin M. Dick
Incorporator

QuickLinks

Exhibit 3.35

BYLAWS
OF
HGS HOLDINGS, INC.

ARTICLE 1 MEETINGS OF SHAREHOLDERS

Section 1.1 *Annual Meetings.* Annual meetings of the shareholders of HGS Holdings, Inc. (the "Corporation"), shall be held at such date, time and place, within or without the State of Indiana, as shall be designated by the Board of Directors.

Section 1.2 *Special Meetings.* Special meetings of the shareholders of the Corporation may be called at any time by the Board of Directors or the President and shall be called by the Board of Directors if the Secretary receives written, dated, and signed demands for a special meeting, describing in reasonable detail the purpose or purposes for which it is to be held, from the holders of shares representing at least 25 percent of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting. If the Secretary receives one or more proper written demands for a special meeting of shareholders, the Board of Directors may set a record 'date for determining shareholders entitled to make such demand. The Board of Directors or the President, as the case may be, calling a special meeting of shareholders shall set the date, time, and place of such meeting, which may be held within or without the State of Indiana.

Section 1.3 *Notices.*

(a) A written notice, stating the date, time, and place of any meeting of the shareholders, and in the case of a special meeting the purpose or purposes for which such meeting is called, shall be delivered or mailed by the Secretary of the Corporation, to each shareholder of record of the Corporation entitled to notice of or to vote at such meeting no fewer than ten nor more than sixty days before the date of the meeting, or as otherwise provided by the Corporation Law. In the event of a special meeting of shareholders required to be called as the result of a demand therefor made by shareholders, such notice shall be given no later than the sixtieth day after ,the Corporation's receipt of the demand requiring the -meeting to be called. Notice of shareholders' meetings, if mailed, shall be mailed, postage prepaid, to each shareholder at his address shown in the Corporation's current record of shareholders.

(b) A shareholder or his proxy may at any time waive notice of a meeting if the waiver is in writing and is delivered to the Corporation for inclusion in the minutes or filing with the Corporation's records. A shareholder's attendance at a meeting, whether in person or by proxy, (i) waives objection to lack of notice or defective notice of the meeting, unless the shareholder or his proxy 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 purpose or purposes described in the meeting notice, unless the shareholder or his proxy objects to considering the matter when it is presented. Each shareholder who has in the manner described above waived notice or objection to notice of the shareholders' meeting shall be conclusively presumed to have been given due notice of such meeting (including the purpose or purposes thereof if such shareholder in the manner described above waived objection to the consideration of a particular matter).

(c) If an annual or special shareholders' meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time, or place if the new date, time, or place is announced at the meeting before adjournment, unless a new record date is or must be established for the adjourned meeting.

Section 1.4 *Participation by Conference Telephone.* Any or all shareholders may participate in a regular or special meeting by, or through the use of any means of communication, such as conference telephone, by which all shareholders participating may simultaneously hear each other during the meeting. A shareholder participating in a meeting by such means shall be deemed to be present in person at the meeting.

Section 1.5 *Written Consents.* Any action required or permitted to be taken at any meeting of the shareholders may be taken without a meeting if the action is taken by all shareholders. The action must be evidenced by one or more written consents describing the action taken, signed by each shareholder, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section 1.5 is effective when the last shareholder signs the consent, unless the consent specifies a different prior or subsequent effective date, in which case the action is effective on or as of the specified date. A consent signed under this Section .5 has the effect of a meeting vote and may be described as such in any document.

Section 1.6 *Voting.* Except as otherwise provided by the Corporation Law or the Corporation's Articles of Incorporation, each capital share of any class of the Corporation that is outstanding at the record date and represented in person or by proxy at the annual or special meeting shall entitle the record holder thereof, or his proxy, to one vote on each matter voted on at the meeting.

Section 1.7 *Quorum.* Unless the Corporation's Articles of Incorporation or the Corporation Law provide otherwise, at all meetings of shareholders a majority of the votes entitled to be cast on a matter, represented in person or by proxy, constitutes a quorum for action on the matter. Action may be taken at a shareholders' meeting only on matters with respect to which a quorum exists; provided, however, that any meeting of shareholders, including annual and special meetings and any adjournments thereof, may be adjourned to a later date although less than a quorum is present. Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any meeting held pursuant to an adjournment of that meeting unless a new record date is or must be set for that adjourned meeting.

Section 1.8 *Vote Required to Take Action.* If a quorum exists as to a matter to be considered at a meeting of shareholders, action on such matter (other than the election of Directors) is approved if the votes properly cast favoring the action exceed the votes properly cast opposing the action, unless the Corporation's Articles of Incorporation or the Corporation Law require a greater number of affirmative votes. Directors shall be elected by a plurality of the votes properly cast.

Section 1.9 *Record Date.* Only such persons shall be entitled to notice of or to vote, in person or by proxy, at any shareholders' meeting as shall appear as shareholders upon the books of the Corporation as of such record date as the Board of Directors shall determine, which date may not be earlier than the date seventy days immediately preceding the meeting unless otherwise permitted by the Corporation Law. In the absence of such determination, the record date shall be the fiftieth day immediately preceding the date of such meeting. Unless otherwise provided by the Board of Directors, shareholders shall be determined as of the close of business on the record date.

Section 1.10 *Proxies.* A shareholder may vote his shares either in person or by proxy. A shareholder may appoint a proxy to vote or otherwise act for the shareholder (including authorizing the proxy to receive, or to waive, notice of any shareholders' meetings within the effective period of such proxy) by signing an appointment form, either personally or by the shareholder's attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes and is effective for 11 months unless a different period is expressly provided in the appointment form. The proxy's authority may be limited to a particular meeting or may be general and authorize the proxy to represent the shareholder at any meeting of shareholders held within the time provided in the appointment form. Subject to the Corporation Law and to any express limitation on the

proxy's authority appearing on the face of the appointment form, the Corporation is entitled to accept the proxy's vote or other action as that of the shareholder making the appointment.

ARTICLE 2 DIRECTORS

Section 2.1 *Number and Term: Authority.* The business of the Corporation shall be managed by a Board of Directors consisting of at least one Director and no more than five Directors. The exact number of Directors of the Corporation shall be fixed by the Board of Directors within the range established by the preceding sentence, and may be changed within that range from time to time by the Board of Directors. Each Director shall be elected for a term of office to expire at the annual meeting of shareholders next following his election. Notwithstanding the foregoing, each Director shall continue to serve after the expiration of his term of office until his successor is elected and qualified unless the size of the Board is reduced to eliminate the position of such individual on the Board effective at the expiration of his term of office. The Directors and each of them shall have no authority to bind the Corporation except when acting as a Board or a Committee established by the Board and granted authority to bind the Corporation,

Section 2.2 *Quorum and Vote Required to Take Action.* A majority of the whole Board of Directors (the size of which shall be determined in accordance with the latest action of the Board of Directors fixing the number of Directors) shall be necessary to constitute a quorum for the transaction of any business, except the filling of vacancies. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors present shall be the act of the Board of Directors, unless the act of a greater number is required by the Corporation Law, the Corporation's Articles of Incorporation, or these Bylaws.

Section 2.3 *Annual and Regular Meetings.* The Board of Directors shall meet annually, without notice, on the same day as the annual meeting of the shareholders, for the purpose of transacting such business as properly may come before the meeting. Other regular meetings of the Board of Directors, in addition to said annual meeting, shall be held on such dates, at such times, and at such places as shall be fixed by resolution adopted by the Board of Directors or otherwise communicated to the Directors. The Board of Directors may at any time alter the date for the next annual meeting of the Board of Directors.

Section 2.4 *Special Meetings.* Special meetings of the Board of Directors may be called by the President or any member of the Board of Directors upon not less than 24 hours' notice given to each Director of the date, time, and place of the meeting, which notice need not specify the purpose or purposes of the special meeting. Such notice may be communicated in person (either in writing or orally), by telephone, telegraph, teletype or other form of wire or wireless communication or by mail, and shall be effective at the earlier of the time of its receipt or, if mailed, five days after its mailing. Notice of any meeting of the Board may be waived in writing at any time if the waiver is signed by the Director entitled to the notice and is filed with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to the Director of the meeting, unless the Director at the beginning of the meeting (or promptly upon the Director's arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 2.5 *Written Consents.* Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if the action is taken by all members of the Board. The action must be evidenced by one or more written consents describing the action taken, signed by each Director, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section 2.5 is effective when the last Director signs the consent, unless the consent specifies a different prior or subsequent effective date, in which case the action is effective on or as of the specified date. A consent signed under this Section 2.5 has the effect of a meeting vote and may be described as such in any document.

Section 2.6 *Participation by Conference Telephone.* The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or through the use of, any means of communication, such as conference telephone, by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by such means shall be deemed to be present in person at the meeting.

Section 2.7 *Committees.*

(a) The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them, by resolution of the Board of Directors adopted by a majority of all the Directors in office when the resolution is adopted. Each committee may have one or more members, and all the members of a committee shall serve at the pleasure of the Board of Directors.

(b) To the extent specified by the Board of Directors in the resolutions creating a committee, each committee may exercise all of the authority of the Board of Directors; provided, however, that a committee may not:

(i) authorize dividends or other distributions as defined by the Corporation Law, except a committee may authorize or approve a reacquisition of shares if done according to a formula or method prescribed by the Board of Directors;

(ii) approve or propose to shareholders action that is required to be approved by shareholders;

(iii) fill vacancies on the Board of Directors or on any of its committees;

(iv) amend the Corporation's Articles of Incorporation;

(v) adopt, amend, repeal, or waive any provision of these Bylaws; or

(vi) approve a plan of merger not requiring shareholder approval.

(c) Except to the extent inconsistent with the resolutions creating a committee, Sections 2.1 through 2.6 of these Bylaws, which govern meetings, actions without meetings, notices and waivers of notice, quorum and voting requirements, and telephone participation in meetings of the Board of Directors, shall apply to the committee and its members.

ARTICLE 3 OFFICERS

Section 3.1 *Designation and Selection.* The officers of the Corporation shall consist of the Chief Executive Officer, Chief Financial Officer, President, Vice President, Secretary and Treasurer. The officers of the Corporation shall be elected by the Board of Directors. The Board of Directors may also elect one or more Vice Presidents, Assistant Treasurers, Assistant Secretaries, and such other officers or assistant officers as it may from time to time determine by resolution creating the office and defining the duties thereof. In defining the duties of officers, the Board of Directors may designate a chief operating officer, a chief administrative officer, a chief accounting officer, or similar functional titles. Officers need not be selected from among the members of the Board of Directors. Any two or more offices may be held by the same person. The election or appointment of an officer does not itself create contract rights.

Section 3.2 *Removal.* The Board of Directors may remove any officer at any time with or without cause. Vacancies in such offices, however occurring, may be filled by the Board of Directors at any meeting of the Board of Directors.

Section 3.3 *Chief Executive Officer.* The Chief Executive Officer shall have and may exercise all of the powers and duties as are incident to his office or may from time to time be delegated to him by the Board of Directors.

Section 3.4 *Chief Financial Officer.* The Chief Financial Officer shall have and may exercise all of the powers and duties as are incident to his office or may from time to time be delegated to him by the Board of Directors.

Section 3.5 *President.* The President shall have and may exercise all of the powers and duties as are incident to his office or may from time to time be delegated to him by the Board of Directors.

Section 3.6 *Vice-President.* The Vice-President, in the order designated by the President or the Board, shall exercise and perform all powers of, and perform duties incumbent upon, the President during his absence or disability and shall exercise and perform such other powers and duties as these Bylaws, the Board or the President may prescribe.

Section 3.7 *Secretary.* The Secretary shall be the custodian of the books, papers, and records of the Corporation and of its corporate seal, if any, and shall be responsible for seeing that the Corporation maintains the records required by the Corporation Law (other than accounting records) and that the Corporation files with the Indiana Secretary of State the annual report required by the Corporation Law. The Secretary shall be responsible for preparing minutes of the meetings of the shareholders and of the Board of Directors and for authenticating records of the Corporation, and he shall perform all of the other duties customary to the office of the Secretary of a corporation.

Section 3.8 *Treasurer.* The Treasurer shall have and may exercise all of the powers and duties as are usual in the office of the Treasurer of a corporation including but not limited to maintaining the accounting records required by the Corporation Law.

ARTICLE 4 INDEMNIFICATION OF OFFICERS, DIRECTORS AND OTHER ELIGIBLE PERSONS

Section 4.1 *General.* To the extent not inconsistent with applicable law, every Eligible Person shall be indemnified by the Corporation against all Liability and reasonable Expense that may be incurred by him in connection with or resulting from any Claim:

(a) if such Eligible Person is Wholly Successful with respect to the Claim, or

(b) if not Wholly Successful, then if such Eligible Person is determined, as provided in either Section 4.3(a) or 4.3(b) of this Article IV, to have:

(i) conducted himself in good faith; and

(ii) reasonably believed:

(A) in the case of conduct in his official capacity with the Corporation, that his conduct was in its best interest; and

(B) in all other cases, that his conduct was at least not opposed to the best interest of the Corporation; and

(iii) in the case of any criminal proceeding, either:

(A) had reasonable cause to believe his conduct was lawful; or

(B) had no reasonable cause to believe his conduct was unlawful.

The termination of any Claim, by judgment, order, settlement (whether with or without court approval), or conviction or upon a plea of guilty or of *nolo contendere*, or its equivalent, shall not create a presumption that an Eligible Person did not meet the standards of conduct set forth in clause (b) of this Section 4.1. The actions of an Eligible Person with respect to an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 shall be deemed to have been taken in what the Eligible Person reasonably believed to be the best interest of the Corporation or at least not opposed to its best interest if the Eligible Person reasonably believed he was acting in

conformity with the requirements of such Act or he reasonably believed his actions to be in the interest of the participants in or beneficiaries of the plan.

Section 4.2 *Definitions.*

(a) The term "Claim" as used in this Article IV shall include every pending, threatened, or completed claim, action, suit, or proceeding and all appeals thereof (whether brought by or in the right of this Corporation or any other corporation or otherwise), whether civil, criminal, administrative, or investigative, formal or informal, in which an Eligible Person may become involved, as a party or otherwise: (i) by reason of his being or having been an Eligible Person, or (ii) by reason of any action taken or not taken by him in his capacity as an Eligible Person, whether or not he continued in such capacity at the time a Liability or Expense shall have been incurred in connection with a Claim.

(b) The term "Eligible Person" as used in this Article IV shall mean every person (and the estate, heirs, and personal representatives of such 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, agent, or fiduciary of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other organization or entity, whether for profit or not. An Eligible Person shall also be considered to have been serving an employee benefit plan at the request of the Corporation if his duties to the Corporation also imposed duties on, or otherwise involved services by, him to the plan or to participants in or beneficiaries of the plan.

(c) The terms "Liability" and "Expense" as used in this Article IV shall include, but shall not be limited to, counsel fees and disbursements and amounts of judgments, fines, or penalties against (including excise taxes assessed with respect to an employee benefit plan), and amounts paid in settlement by or on behalf of, an Eligible Person.

(d) The term "Wholly Successful" as used in this Article IV shall mean (i) termination of any Claim against the Eligible Person in question without any finding of liability or guilt against him, (ii) approval by a court, with knowledge of the indemnity herein provided, of a settlement of any Claim, or (iii) the expiration of a reasonable period of time after making or threatened making of any Claim without the institution of the same, without any payment or promise made to induce a settlement.

Section 4.3 *Procedure.*

(a) Every Eligible Person claiming indemnification hereunder (other than one who has been Wholly Successful with respect to any Claim) shall be entitled to indemnification if h is determined, as provided in this Section 4.3(a), that such Eligible Person has met the standards of conduct set forth in clause (b) of Section 4.1. The determination whether an Eligible Person has met the required standards of conduct shall be made (i) by the Board of Directors by majority vote of a quorum consisting of Directors not at the time parties to the Claim, and if such a quorum cannot be obtained, then (ii) by majority vote of a committee duly designated by the Board of Directors (in which designation, Directors who are parties to the Claim may participate) consisting solely of two (2) or more Directors not at the time parties to the Claim, and if such a committee cannot be constituted, then (iii) by the shareholders (but shares owned by or voted under the control of a Director who is at the time a party to the Claim may not be voted on the determination), and if there are no shareholders who are entitled to vote pursuant to the requirements of paragraph (iii), then (iv) by special legal counsel selected by a majority vote of the full Board of Directors (in which selection, a Director who is a party to the Claim may participate). If an Eligible Person is found to be entitled to indemnification pursuant to the preceding sentence, the reasonableness of the Eligible Person's Expenses shall be determined by the procedure set forth in the preceding sentence, except that if such determination is by special

legal counsel, the reasonableness of Expenses shall be determined by a majority vote of the full Board of Directors (in which determination, a Director who is a party to the Claim may participate),

(b) If an Eligible Person claiming indemnification pursuant to Section 4.3(a) of this Article IV is found not to be entitled thereto, the Eligible Person may apply for indemnification with respect to a Claim to a court of competent jurisdiction, including a court in which the Claim is pending against the Eligible Person. On receipt of an application, the court, after giving notice to the Corporation and giving the Corporation ample opportunity to present to the court any information or evidence relating to the claim for indemnification that the Corporation deems appropriate, may order indemnification if it determines that the Eligible Person is entitled to indemnification with respect to the Claim because such Eligible Person met the standards of conduct set forth in clause (b) of Section 4.1 of this Article IV. If the court determines that the Eligible Person is entitled to indemnification, the court shall also determine the reasonableness of the Eligible Person's Expenses.

Section 4.4 *Nonexclusive Rights.* The right of indemnification provided in this Article IV shall be in addition to any rights to which any Eligible Person may otherwise be entitled. Irrespective of the provisions of this Article IV, the Board of Directors may, at any time and from time to time, (a) approve indemnification of any Eligible Person to the full extent permitted by the provisions of applicable law at the time in effect, whether on account of past or future transactions, and (b) authorize the Corporation to purchase and maintain insurance on behalf of any Eligible Person against any Liability 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.

Section 4.5 *Expenses.* Expenses incurred by an Eligible Person with respect to any Claim shall be advanced by the Corporation (by action of the Board of Directors, whether or not a disinterested quorum exists) prior to the final disposition thereof if

(a) the Eligible Person furnishes the Corporation a written affirmation of his good faith belief that he has met the standards of conduct specified in Section 4.1(b);

(b) the Eligible Person furnishes the Corporation a written undertaking, executed personally or on the Eligible Person's behalf, to repay the advance if it is ultimately determined that the Eligible Person did not meet the standards of conduct specified in Section 4.1 (b); and

(c) the Board of Directors makes a determination that the facts then known would not preclude indemnification of the Eligible Person.

Section 4.6 *Contract.* The provisions of this Article IV shall be deemed to be a contract between the Corporation and each Eligible Person, and an Eligible Person's rights hereunder with respect to a Claim shall not be diminished or otherwise adversely affected by any repeal, amendment, or modification of this Article IV that occurs subsequent to the date of any action taken or not taken by reason of which such Eligible Person becomes involved in a Claim.

Section 4.7 *Effective Date.* The provisions of this Article IV shall be applicable to Claims made or commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after the adoption hereof.

ARTICLE 5 CHECKS

Section 5.1 *Checking Authority.* All checks, drafts, or other orders for payment of money shall be signed in the name of the Corporation by such officers or persons as shall be designated from time to time by resolution adopted by the Board of Directors and included in the minute book of the Corporation.

ARTICLE 6 LOANS

Section 6.1 *Borrowing Authority.* Such of the officers of the Corporation as shall be designated from time to time by any resolution adopted by the Board of Directors and included in the minute book of the Corporation shall have the power, with such limitations thereon as may be fixed by the Board of Directors, to borrow money in the Corporation's behalf, to establish credit, to discount bills and papers, to pledge collateral, and to execute such notices, bonds, debentures, or other evidences of indebtedness, and such mortgages, trust indentures, and other instruments in connection therewith, as may be authorized from time to time by such Board of Directors.

ARTICLE 7 EXECUTION OF DOCUMENTS

Section 7.1 *Signing Authority.* The Chief Executive Officer, President, Chief Operating Officer, Chief Financial Officer, or any officer or employee of the Corporation as authorized in writing by the Chief Executive Officer, President, Chief Operating Officer, Chief Financial Officer, or President, and in accordance with the limitations of such authorization, may sign all contracts, agreements, or similar documents in the Corporation's name, unless execution is otherwise provided for, required, or directed by the Board of Directors, the Corporation's Articles of Incorporation, the Corporation Law, or other law. However, deeds and leases May only be signed by the Chief Executive Officer or the Chief Financial Officer..

ARTICLE 8 SHARES

Section 8.1 *Execution.* Certificates for capital shares of the Corporation shall be signed by the President and the Secretary or two officers designated from time to time by the Board of Directors and the seal of the Corporation (or a facsimile thereof), if any, may be thereto affixed. Where any such certificate is also signed by a transfer agent or a registrar, or both, the signatures of the officers of the Corporation may be facsimiles. The Corporation may issue and deliver any such certificate notwithstanding that any such officer who shall have signed, or whose facsimile signature shall have been imprinted on, such certificate shall have ceased to be such officer,

Section 8.2 *Contents.* Each certificate shall state on its face the name of the Corporation and that it is organized under the laws of the State of Indiana, the name of the person to whom it is issued, and the number and class and the designation of the series, if any, of shares the certificate represents, and, whenever the Corporation is authorized to issue more than one class of shares or different series within a class, each certificate issued after the effectiveness of such authorization shall further state conspicuously on its front or back that the Corporation will furnish the shareholder, upon his written request and without charge, a summary of the designations, relative rights, preferences, and limitations applicable to each class and series and the authority of the Board of Directors to determine variations in rights, preferences and limitations for future series.

Section 8.3 *Transfers.* Except as otherwise provided by law or by resolution of the Board of Directors, transfers of shares of the Corporation shall be made only on the books of the Corporation by the holder thereof in person or by duly authorized attorney, on payment of all taxes thereon and surrender for cancellation of the certificate or certificates for such shares (except as hereinafter provided in the case of loss, destruction, or mutilation of certificates) properly endorsed by the holder thereof or accompanied by the proper evidence of succession, assignment, or authority to transfer and delivered to the Secretary or an Assistant Secretary.

Section 8.4 *Share Transfer Records.* There shall be entered upon the share records of the Corporation the number of each certificate issued; the name and • address of the registered holder of such certificate; the number, kind, and class or series of shares represented by such certificate; the date of issue; whether the shares are originally issued or transferred; the registered holder from whom transferred; and such other information as is commonly required to be shown by such records. The share records of the Corporation shall be kept at its principal office, unless the Corporation appoints a

transfer agent or registrar, in which case the Corporation shall keep at its principal office a complete and accurate shareholders' list giving the name and addresses of all shareholders and the number and class of shares held by each. If a transfer agent is appointed by the Corporation, shareholders shall give written notice of any changes in their addresses from time to time to the transfer agent.

Section 8.5 *Transfer Agents and Registrars.* The Board of Directors may appoint one or more transfer agents and one or more registrars and may require each share certificate to bear the signature of either or both.

Section 8.6 *Loss, Destruction, or Mutilation of Certificates.* The holder of any of ,the shares of the Corporation shall immediately notify the Corporation of any loss, destruction: or mutilation of the certificate therefor, and the Board of Directors may, in its discretion, cause to be issued to him a new certificate or certificates of shares upon the surrender of the mutilated certificate, or, in the case of loss or destruction, upon satisfactory proof of such loss or destruction. The Board of Directors may, in its discretion, require the holder of the lost or destroyed certificate or his legal representative to give the Corporation a bond in such sum and in such form, and with such surety or sureties as it may direct, to indemnify the Corporation, its transfer agents and its registrars, if any, against any claim that may be made against them or any of them with respect to the shares represented by the certificate or certificates alleged to have been lost or destroyed, but the Board of Directors may, in its discretion, refuse to issue a new certificate or certificates, save upon the order of a court having jurisdiction in such matters.

Section 8.7 *Form of Certificates.* The form of the certificates for shares of the Corporation shall conform to the requirements of Section 8.2 of these Bylaws and be in such printed form as shall from time to time be approved by resolution of the Board of Directors.

ARTICLE 9 SEAL

Section 9.1 *Seal.* The corporate seal of the Corporation shall, if the Corporation elects to have one, be in the form of a disc, with the name of the Corporation on the periphery thereof and the word "SEAL" in the center.

ARTICLE 10 MISCELLANEOUS

Section 10.1 *Corporation Law.* The provisions of the Corporation Law, as it may from time to time be amended, applicable to all matters relevant to, but not specifically covered by, these Bylaws are hereby, by reference, incorporated in and made a part of these Bylaws. The term "Corporation Law" as used in these Bylaws means the Indiana Business Corporation Law, as it may hereafter from time to time be amended and any statute which may in the future supersede or replace, in whole or in part, the Corporation Law.

Section 10.2 *Fiscal Year.* The fiscal year of the Corporation shall end on the 31st of December of each year.

Section 10.3 *Definition of Articles of Incorporation.* The term "Articles of Incorporation" as used in these Bylaws means the Articles of Incorporation of the Corporation, as amended and restated from time to time.

Section 10.4 *Amendments.* These Bylaws may be rescinded, changed, or amended, and provisions hereof may be waived, at any annual, regular, or special meeting of the Board of Directors by the affirmative vote of a majority of the number of Directors then in office, except as otherwise required by the Corporation's Articles of Incorporation or by the Corporation Law.

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Exhibit 3.36

FIRST AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
JMA ASSOCIATES, INC.

JMA Associates, Inc., a corporation organized and existing under the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

A. That the original Certification of Incorporation was filed with the Secretary of State of the State of Delaware on March 29, 2000.

B. That the text of the Certificate of Incorporation as filed heretofore is hereby amended and restated pursuant to Section 242 and 245 of the Delaware General Corporate Laws to read as follows:

1. *Name*. The name of the Corporation is: JMA Associates, Inc.

2. *Registered Agent and Address*. The address of the Corporation's registered office in the State of Delaware is Corporation Trust Company, 1209 Orange Street in the City of Wilmington, County of New Castle, 19801. The name of its registered agent at such address is The Corporation Trust Company.

3. *Purpose*. The Corporation is formed for the following purpose:

   To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. *Authorized Shares*. The total number of shares of Common Stock which the Corporation shall have the authority to issue is 10,000,000 shares, with a par value of $.01.

5. *Directors*. The name and address of the persons who shall serve as the initial directors of the Corporation, to serve until the first annual meeting of the stockholders are as follows:

NAME	MAILING ADDRESS
Andrew Gomer	506 H Street N.W. Washington D.C. 20024
Ayampillay Jeyanathan	43911 Glenhazel Drive Ashburn, Virginia 20147

6. *Duration*. The duration of the Corporation is to be perpetual.

7. *Stockholder Meetings*. Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the Corporation may be kept (subject to any provision contained in the Delaware statutes) outside of the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the by-laws of the Corporation. Elections of directors need not be by written ballot, unless the by-laws of the Corporation shall so provide.

8. *Reservation of Rights*. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Amended and Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

9. *Liability of Directors*. A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders; (ii) for acts or omissions not in good faith or which 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.

10. *Indemnification of Directors and Officers*. The Corporation shall, to the fullest extent permitted by Section 145 of the Delaware General Corporation Law, as the same may from time to time be amended and supplemented, indemnify each director and officer of the Corporation from and against any and all of the expenses and liabilities arising out of, or related to, any threatened, pending or completed action, suit or proceeding, or other matters referred to in or covered by said Section. The indemnification provided for herein shall not be deemed exclusive of any other rights to which any such person may be entitled under any by-laws, resolution of shareholders, resolution of directors, agreement, or otherwise as permitted by said Section, as to action taken by such person in his or her capacity as such officer or director or in any other capacity in which such person served at the request of the Corporation.

/s/ Fred L. Levy

Fred L. Levy
Secretary

STATE OF DELAWARE
CERTIFICATE OF CORRECTION
FILED TO CORRECT A CERTAIN ERROR IN
THE FIRST AMENDED AND RESTATED CERTIFICATE OF
INCORPORATION OF JMA ASSOCIATES, INC.
FILED IN THE OFFICE OF THE SECRETARY OF STATE
OF DELAWARE ON APRIL 23, 2001

Dated April 25, 2002

JMA Associates, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), DOES HEREBY CERTIFY:

1. The name of the corporation is JMA Associates, Inc.

2. That the First Amended and Restated Certificate of Incorporation (the "Certificate of Incorporation") was filed by the Secretary of State of Delaware on April 23, 2001 and that said Certificate of Incorporation requires correction as permitted by Section 103 of the General Corporation Law of the State of Delaware.

3. The inaccuracy of said Certificate of Incorporation to be corrected is the amount of the par value stated in Section B.4 of said Certificate of Incorporation.

4. Section B.4 of said Certificate of Incorporation as corrected shall read as follows:

> *Authorized Shares*. The total number of shares of Common Stock which the Corporation shall have the authority to issue is 10,000,000 shares, with a par value of $.000001.

IN WITNESS WHEREOF, the undersigned affirms, under penalty of perjury, that this instrument constitutes the act and deed of the Corporation, and the facts stated herein are true.

By: /s/ Andrew Gomer

Name: Andrew Gomer
Title: President

CERTIFICATE OF AMENDMENT
TO
FIRST AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
JMA ASSOCIATES, INC.

Dated December 4, 2002

JMA Associates, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), DOES HEREBY CERTIFY:

1. Section B.4 of the First Amended and Restated Certificate of Incorporation of the Corporation ("Certificate of Incorporation") shall be amended to read as follows:

Authorized Shares. The total number of shares of Common Stock which the Corporation shall have the authority to issue is 11,600,000 shares, with a par value of $.000001.

2. The amendment to Section B.4 of the Certificate of Incorporation as described herein has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware by the directors and stockholders of the Corporation.

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IN WITNESS WHEREOF, the undersigned affirms, under penalty of perjury, that this instrument constitutes the act and decd of the Corporation, and the facts stated herein are true.

JMA ASSOCIATES, INC.

/s/ Claudia Angelone

Claudia Angelone
Vice-President of Administration

QuickLinks

Exhibit 3.37

BYLAWS
OF
JMA ASSOCIATES, INC.

ARTICLE I

Offices

Section 1. Registered Agent and Address. The address of the Corporation's registered office in the state of Delaware is Corporation Trust Center, 1209 Orange Street in the City of Wilmington, County of New Castle. The name of its registered agent is The Corporation Trust Company.

Section 2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Delaware as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

Stockholders

Section 1. Meetings. Meetings of stockholders may be held within or without the State of Delaware, as the bylaws may provide. The books of the Corporation may be kept (subject to any provisions contained in the Delaware statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the bylaws of the Corporation. Elections of directors need not be by written ballot.

Section 2. Annual Meetings. Annual meetings of stockholders shall be held on such date and at such time as shall be designated by the board of directors from time to time and stated in the notice of the meeting. If any annual meeting for the election of directors shall not be held on the date designated therefor, the board of directors shall cause the meeting to be held as soon thereafter as is convenient. Stockholders shall elect the board of directors at such annual meeting and transact such other business as may properly be brought before the meeting.

Section 3. Meeting Notices. Written notice of stockholder meetings, whether annual or special, stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) or more than sixty (60) days before the date of the meeting. Written notice of a special meeting shall 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 attend such meeting in person or by proxy, except a stockholder 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 was not lawfully called or convened. Except as otherwise required by law, notice of any meeting of stockholders following an adjournment shall not be required to be given if the time and place thereof are announced at the meeting which is adjourned.

Section 4. Voting Lists. The officer who has charge of the stock ledger of the corporation shall prepare and make or cause to be prepared and made through a transfer agent appointed by the board of directors, 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 whole time thereof, and may be inspected by any stockholder who is present.

Section 5. Special Meetings. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called at any time by the chairman of the board of directors or by the president and shall be called by the chairman, president or the secretary at the request in writing of a majority of the board of directors, or at the request in writing of stockholders owning a majority in the amount of the entire capital stock of the corporation issued and outstanding which are entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 6. Quorum. The holders of a majority of the stock issued and outstanding which are entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by ate certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the certificate of incorporation, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 7. Voting of Shares. Unless otherwise specifically provided by statute or the certificate of incorporation, or these bylaws each stockholder shall at every meeting of the stockholders be entitled to one vote for each share of the capital stock having voting power held by such stockholder.

Section 8. Proxies. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him or her by proxy, but no proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period.

Section 9. Informal Action by Stockholders. Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, by any provision of the statutes, the meeting and vote of stockholders may be dispensed with if a majority of the stockholders who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such corporate action being taken; provided that in no case shall the written consent be by the holders of stock having less than the minimum percentage of the vote required by statute for the proposed corporate action, and provided that prompt notice must be given to all stockholders of the taking of corporate action without a meeting and by less than unanimous written consent.

Section 10. Stock Ledger. The stock ledger of the corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 4 of this Article II or the books of the corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 11. Conduct of Meeting. Unless otherwise provided by the board of directors, the chief executive officer shall act as chairman; and the secretary, or in his or her absence an assistant secretary, shall act as secretary of the meeting. The order of business shall be determined by the chairman of the meeting.

ARTICLE III

Directors

Section 1. Number, Tenure and Qualifications. The number of directors which shall constitute the whole board shall be two (2). The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 3 of this Article, and each director elected shall hold office until his or her successor is elected and qualified, or until his or her earlier resignation or removal. Directors need not be stockholders,

Section 2. Nomination of Directors. Nominations of persons for election to the board of directors may be made at a meeting of stockholders by the board of directors or by any nominating committee or person appointed by the board of directors or by any stockholder of the corporation entitled to vote for the election of directors at the meeting. The chairman of the meeting shall, if the facts warrant, determine and declare at the meeting that a nomination was not made in accordance with the foregoing procedure, and if the chairman should so determine, the chairman shall so declare to the stockholders present at the meeting and the defective nomination shall be disregarded.

Section 3. Vacancies. Except as otherwise provided by law, any vacancy on the board of directors (whether because of death, resignation, removal, an increase in the number of directors, or any other cause) may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining directors and any director so chosen shall hold office until the next annual election and until his or her successor is duly elected and shall qualify, or until his or her earlier resignation or removal. If there are no directors in office, then an election of directors may be held in the manner provided by statute and nomination of such directors shall be in accordance with the nominations described in Section 1 of this Article. If, at the time of filling any vacancy or newly created directorship, the directors then in office shall constitute less than a majority of the whole board (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or stockholders holding at least ten percent of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

Section 4. General Powers. The business of the corporation shall be managed under the direction of its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these bylaws directed or required to be exercised or done by the stockholders.

Section 5. Meetings. The board of directors of the corporation may hold meetings, both regular and special, either within or without the State of Delaware.

Section 6. First Meeting. The first meeting of each newly elected board of directors shall be held immediately after the close of the annual meeting of stockholders and no notice of such meeting shall be necessary to the newly elected directors in order to legally constitute the meeting, provided a quorum shall be present. In the event that the meeting is not held at the time and place so fixed, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the board of directors, or as shall be specified in a written waiver signed by all of the directors.

Section 7. Regular Meetings. Regular meetings of the board of directors may be held without notice at such time and at such place as shall from time to time be determined by the board.

Section 8. Special Meetings. Special meetings of the board may be called by either the chairman of the board or the president on two (2) days' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the president or the secretary in a like manner and on

like notice on the written request of two directors. Any meeting of the board of directors shall be a legal meeting without any notice thereof having been given if all the directors shall be present thereat or if notice thereof shall be waived either before or after such meeting in writing by all absentees therefrom provided a quorum be present thereat. Notice of any adjourned meeting need not be given.

Section 9. Quorum. At all meetings of the board, a majority of the directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the board of directors, except as may be otherwise specifically provided by statute or by the certificate of incorporation. If a quorum shall not be present at any meeting of the board of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 10. Organization. At each meeting of the board of directors, the chairman of the board of directors, or in his or her absence, the president of the corporation, or in his or her absence, a vice chairman, or in the absence of all of said officers, a chairman chosen by a majority of the directors present, shall preside. The secretary of the corporation, or in his or her absence, an assistant secretary, if any, or, in the absence of both the secretary and assistant secretaries, any person whom the chairman shall appoint, shall act as secretary of the meeting.

Section 11. Informal Action by Directors. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken without a meeting, if all members of the board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the board or committee.

Section 12. Participation by Conference Telephone. Members of the board of directors, or any committee designated by the board, may participate in a meeting of the board or such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

Section 13. Committees. The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees, each committee to consist of one or more of the directors of the corporation. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee; provided, however, that, if the resolution of the board of directors so provides, in the absence or disqualification of any such member or alternate member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member or alternate member. Any such committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, but no such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution or amending the bylaws of the corporation; and, unless the resolution expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors. A majority of those entitled to vote at any meeting of any committee shall constitute a quorum for the transaction of business at that meeting.

Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

Section 14. Compensation. The directors may be paid their expenses, if any, of attendance at each meeting of the board of directors or committee and may be paid a fixed sum for attendance at each meeting of the board of directors or such committee and/or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

ARTICLE IV

Notices

Section 1. Written Notice. Whenever, under the provisions of the statutes or of the certificate of incorporation or of these bylaws, notice is required to be given to any director or stockholder, such notice shall be in writing and shall be given in person or by mail to such director or stockholder. If mailed, such notice shall be addressed to such director or stockholder at his or her address as it appears on the records of the corporation, with postage thereon prepaid, and shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram, telex or facsimile transmission.

Section 2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes or of the certificate of incorporation or of these bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE V

Officers

Section 1. Number. The officers of the corporation shall be chosen by the board of directors and shall include a president, a treasurer and a secretary. The board of directors, in its discretion, may also choose a chairman of the board of directors and one or more vice chairmen of the board of directors from among their members and vice-presidents, and one or more assistant treasurers and assistant secretaries. The board of directors may appoint such other officers and agents as it shall deem desirable 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. Any number of offices may be held by the same person. The officers of the corporation need not be stockholders of the corporation.

Section 2. Election and Term of Office. The board of directors at its first meeting after each annual meeting of stockholders shall elect the officers of the corporation. The officers of the corporation shall hold office until their successors are chosen and qualify.

Section 3. Removal. Any officer elected or appointed by the board of directors may be removed, with or without cause, at any time by the affirmative vote of a majority of the board of directors or by any committee or superior officer upon whom such power of removal may be conferred by the board of directors.

Section 4. Vacancies. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

Section 5. Chairman of the Board of Directors. The chairman of the board of directors shall preside, if present, at all meetings of the board of directors. Except where by law the signature of the president is required, the chairman of the board of directors shall possess the same power as the president to sign all documents of the corporation which the president may be authorized to sign by these bylaws or by the board of directors. The chairman of the board of directors shall see that all orders and resolutions of the board of directors are carried into effect and shall from time to time report to the board of directors all matters within his or her knowledge which the interests of the corporation may require to be brought to their notice. During the absence or disability of the president, the chairman of the board of directors shall exercise all the powers and discharge all the duties of the president unless the board of directors shall designate another officer to exercise such powers and discharge such duties. The chairman of the board of directors shall also perform such other duties and he or she may exercise such other powers as from time to time may be prescribed by these bylaws or by the board of directors.

Section 6. Vice Chairman of the Board of Directors. The vice chairmen of the board of directors, if any, shall perform such duties and may exercise such powers as from time to time may be prescribed by the board of directors.

Section 7. President. The president shall be the chief executive officer of the corporation unless the board of directors shall designate another officer as chief executive officer, and shall have general and active management of the business, subject to the control of the board of directors. The president shall vote all shares of stock of any other corporation standing in the name of this corporation except where the voting thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation. The president shall also perform all duties incident to the office of the president and such other duties as may be prescribed by these bylaws or by the board of directors from time to time.

Section 8. The Vice-Presidents. Each vice-president, if any, shall perform such duties and have such powers as the board of directors or chief executive officer may from time to time prescribe. At the request of the board of directors, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president.

Section 9. The Treasurer. If required by the board of directors, the treasurer shall give bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the board of directors shall determine. The treasurer (or if there is none, the chief financial officer) shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositaries as shall be selected in accordance with the provisions of these bylaws; (b) sign (unless the secretary or other proper officer thereunto duly authorized by the board of directors shall sign), with the chairman of the board of directors, or president, or a vice president, certificates for shares of the capital stock of the corporation, the issue of which shall have been authorized by resolution of the board of directors, provided that the signatures of the officers of the corporation thereon may be facsimile as provided in these bylaws; and (c) in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the chief executive officer or by the board of directors.

Section 10. The Secretary. The secretary shall: (a) keep the minutes of the stockholders' and of the board of directors' meetings in one or more books provided for that purpose; and at the request of

the board of directors shall also perform like duties for the standing committees thereof when required; (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (c) be custodian of the corporate records; (d) keep a register of the post office address of each stockholder which shall be furnished to the secretary by such stockholder; (e) have general charge of the stock transfer books of the corporation; (f) sign (unless the treasurer or other proper officer thereunto duly authorized by the board of directors shall sign), with the chairman of the board of directors, or president, or a vice president, certificates for shares of the capital stock of the corporation the issue of which shall have been authorized by resolution of the board of directors, provided that the signatures of the officers of the corporation thereon may be facsimile as provided in these bylaws; and (g) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the chairman of the board, the president or by the board of directors.

Section 11. Assistant Treasurers and Assistant Secretaries. The assistant treasurers shall respectively, if required by the board of directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the board of directors shall determine. The assistant treasurers and assistant secretaries, in general, shall perform such duties as shall be assigned to them by the treasurer or the secretary, respectively, or by the chief executive officer or the board of directors, and in the event of the absence, inability or refusal to act of the treasurer or the secretary, the assistant treasurers or assistant secretaries (in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the treasurer or the secretary, respectively.

Section 12. Other Officers. Such other officers as the board of directors may choose shall perform such duties and have such powers as from time to time may be assigned to them by the chief executive officer or the board of directors. The board of directors may delegate to any other officer of the corporation the power to choose such other officers and to prescribe their respective duties and powers.

Section 13. Other Positions. The chief executive officer may authorize the use of titles, including the titles of chairman, president and vice president, by individuals who hold management positions with the business groups, divisions or other operational units of the corporation, but who are not and shall not be deemed officers of the corporation. Individuals in such positions shall hold such titles at the discretion of the appointing officer, who shall be the chief executive officer or any officer to whom the chief executive officer delegates such appointing authority, and shall have such powers and perform such duties as such appointing officer may from time to time determine.

Section 14. Salaries. The salaries of the officers shall be fixed from time to time by the board of directors, or by one or more committees or officers to the extent so authorized from time to time by the board of directors, and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

Interested Directors and Officers

Section 1. No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board of directors or a committee thereof

which authorizes the contract or transaction, or solely because his, her or their votes are counted for such purpose, if:

(a) The material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the board of directors or the committee, and the board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or

(b) The material facts as to his or her relationship or interests and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or

(c) The contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified, by the board of directors, a committee thereof, or the stockholders,

The common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or of a committee which authorizes the contract or transaction.

ARTICLE VII

Indemnification of Directors and Officers

Section 1. Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in or called as a witness in any Proceeding (as hereinafter defined) because he or she is an Indemnified Person (as hereinafter defined), shall be indemnified and held harmless by the corporation to the fullest extent permitted under the Delaware General Corporation Law (the "DGCL"), as the same now exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than the DGCL permitted the corporation to provide prior to such amendment). Such indemnification shall cover all expenses incurred by an indemnified Person (including, but not limited to, attorneys' fees and other expenses of litigation) and all liabilities and losses (including, but not limited to, judgments, fines, ERISA or other excise taxes or penalties and amounts paid or to be paid in settlement) incurred by such person in connection therewith.

Notwithstanding the foregoing, except with respect to indemnification specified in Section 3 of this Article, the corporation shall indemnify an Indemnified Person in connection with a Proceeding (or part thereof) initiated by such person only if such Proceeding (or part thereof) was authorized by the board of directors of the corporation.

For purposes of this Article:

(i) a "Proceeding" is an action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeal therefrom;

(ii) an "Indemnified Person" is a person who is, was, or had agreed to become a director or an officer or a Delegate, as defined herein, of the corporation or the legal representative of any of the foregoing; and

(iii) a "Delegate" is a person serving at the request of the corporation or a subsidiary of the corporation as a director, trustee, fiduciary, or officer of such subsidiary or of another corporation, partnership, joint venture, trust or other enterprise.

Section 2. Expenses. Expenses, including attorneys' fees, incurred by a person indemnified pursuant to Section 1 of this Article in defending or otherwise being involved in a Proceeding shall be paid by the corporation in advance of the final disposition of such Proceeding, including any appeal

therefrom, upon receipt of an undertaking (the "Undertaking") by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation; provided, that in connection with a Proceeding (or part thereof) initiated by such person, except a Proceeding authorized by Section 3 of this Article, the corporation shall pay said expenses in advance of final disposition only if such Proceeding (or part thereof) was authorized by the board of directors. A person to whom expenses are advanced pursuant hereto shall not be obligated to repay pursuant to the Undertaking until the final determination of any pending Proceeding in a court of competent jurisdiction concerning the right of such person to be indemnified or the obligation of such person to repay pursuant to the Undertaking.

Section 3. Protection of Rights. If a claim under Section 1 of this Article is not promptly paid in full by the corporation after a written claim has been received by the corporation or if expenses pursuant to Section 2 of this Article have not been promptly advanced after a written request for such advancement accompanied by the Undertaking has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim or the advancement of expenses. If successful, in whole or in part, in such suit, such claimant shall also be entitled to be paid the reasonable expense thereof (including without limitation attorneys' fees). 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 has been tendered to the corporation) that indemnification of the claimant is prohibited by law, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its stockholders) to have made a determination, if required, prior to the commencement of such action that indemnification of the claimant is proper in the circumstances, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its stockholders) that indemnification of the claimant is prohibited, shall create a presumption that indemnification of the claimant is prohibited.

Section 4. Miscellaneous.

(i) *Non-Exclusivity of Rights.* The rights conferred on any person by this Article shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the certificate of incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise. The board of directors shall have the authority, by resolution, to provide for such indemnification of employees or agents of the corporation or others and for such other indemnification of directors, officers or Delegates as it shall deem appropriate.

(ii) *Insurance, Contracts and Funding.* The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee, or agent of, or person serving in any other capacity with, the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expenses, liabilities or losses, whether or not the corporation would have the power to indemnify such person against such expenses, liabilities or losses under the DGCL. The corporation may enter into contracts with any director, officer or Delegate of the corporation in furtherance of the provisions of this Article and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect the advancing of expenses and indemnification as provided in this Article.

(iii) *Contractual Nature.* The provisions of this Article shall be applicable to all Proceedings commenced or continuing after its adoption, whether such arise out of events, acts or omissions which occurred prior or subsequent to such adoption, and shall continue as to a person who has ceased to be a director, officer or Delegate and shall inure to the benefit of the heirs, executors and administrators of such person. This Article shall be deemed to be a contract between the corporation and each person who, at any time that this Article is in effect, serves or agrees to

serve in any capacity which entitles him to indemnification hereunder and any repeal or other modification of this Article or any repeal or modification of the DGCL or any other applicable law shall not limit any Indemnified Person's entitlement to the advancement of expenses or indemnification under this Article for Proceedings then existing or later arising out of events, acts or omissions occurring prior to such repeal or modification, including, without limitation, the right to indemnification for Proceedings commenced after such repeal or modification to enforce this Article with regard to Proceedings arising out of acts, omissions or events occurring prior to such repeal or modification.

(iv) *Severability.* If this Article or any portion hereof shall be invalidated or held to be unenforceable on any ground by any court of competent jurisdiction, the decision of which shall not have been reversed on appeal, such invalidity or unenforceability shall not affect the other provisions hereof, and this Article shall be construed in all respects as if such invalid or unenforceable provisions had been omitted therefrom.

ARTICLE VIII

Certificates Of Stock and Their Transfer

Section 1. Certificates of Stock. Every holder of stock in the corporation shall be entitled to have a certificate, in such form as the board of directors shall prescribe, signed in the name of the corporation by (i) the chairman of the board of directors, president or a vice-president and (ii) by the treasurer or an assistant treasurer or the secretary or an assistant secretary of the corporation, certifying the number and class of shares owned by him or her in the corporation. Any of or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

Section 2. Records of Certificates. A record shall be kept of the name of the person, firm or corporation of record holding the stock represented by such certificates, respectively, and the respective dates thereof, and in case of cancellation, the respective dates of cancellation. Every certificate surrendered to the corporation for exchange or transfer shall be cancelled and no new certificate or certificates shall be issued in exchange for any existing certificate until such existing certificate shall have been so cancelled, except in cases provided for in Section 3 of this Article VIII.

Section 3. Lost Certificates. The board of directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his or her legal representative, to advertise the same in such manner as it shall require and/or to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Transfers of Stock. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 5. Fixing Record Date. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, 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 of directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

Section 6. Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE IX

General Provisions

Section 1. Execution of Documents. The chief executive officer, or any other officer, employee or agent of the corporation designated by the board of directors or designated in accordance with corporate policy approved by the board of directors, shall have the power to execute and deliver proxies, stock powers, deeds, leases, contracts, mortgages, bonds, debentures, notes, checks, drafts and other orders for payment of money and other documents for and in the name of the corporation, and such power may be delegated (including the power to redelegate) by the chief executive officer or to the extent provided in such corporate policy by written instrument to other officers, employees or agents of the corporation.

Section 2. Dividends. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. Fiscal Year. The fiscal year of the corporation shall end on the last day of December in each year.

Section 4. Seal. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise. Unless the board of directors shall otherwise direct in specific instances, the seal, when so impressed or affixed, shall be attested by the signature of the secretary or an assistant secretary.

The secretary shall be the custodian of the seal and shall affix the seal to all papers which may require it upon the authorization of the chairman, the president, a committee of the board of directors, or any other officer designated by the board of directors.

ARTICLE X

Amendments

Section 1. Amendments; Generally. These bylaws may be altered, amended or repealed, in whole or in part, or new bylaws may be adopted by the stockholders or the board of directors; provided, however, that notice of such alteration, amendment, repeal or adoption of new bylaws ' be contained in the notice of such meeting of stockholders or board of directors as the case may be. All such amendments must be approved either by the holders of a majority of the outstanding capital stock entitled to vote thereon or by the board of directors.

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Exhibit 3.38

STATE OF DELAWARE
CERTIFICATE OF INCORPORATION
A STOCK CORPORATION

* * * * *

1. The name of the corporation is: *WFI Network Management Services Corp.*

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

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

4. The total number of shares of stock that the corporation shall have authority to issue is 1000 shares at no par value. The designations and the powers, preferences and rights, and the qualifications, limitations or restrictions thereof shall be determined by resolution of the Board of Directors of the Corporation.

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

NAME	Sherri A. Jackson
MAILING ADDRESS	Wireless Facilities, Inc. 1849 Michael Faraday Drive, Suite 200 Reston, Virginia 20190

6. The name and mailing address of each person who is to serve as a director until their successors are elected and qualified, is as follows:

NAME	Dr. Massih Tayebi
MAILING ADDRESS	Wireless Facilities, Inc. 9805 Scranton Road, Suite 100 San Diego, California 92121
NAME	Thomas A. Munro
MAILING ADDRESS	Wireless Facilities, Inc. 9805 Scranton Road, Suite 100 San Diego, California 92121
NAME	Scott Fox
MAILING ADDRESS	Wireless Facilities, Inc. 9805 Scranton Road, Suite 100 San Diego, California 92121

7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which 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 any improper personal benefit.

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this Certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 8th day of March, 2000.

/s/ Sherri A. Jackson

Sherri A. Jackson
Incorporator

STATE *of* DELAWARE
CERTIFICATE *of* AMENDMENT *of*
CERTIFICATE *of* INCORPORATION

First: That at a meeting of the Board of Directors of WFI Network Management Services Corp., a Delaware corporation, resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

> **Resolved**, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "1" so that, as amended, said Article shall be and read as follows: "The name of the Corporation is SecurePlanet, Inc."

Second: That thereafter, pursuant to resolutions of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held, upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

Third: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

Fourth: That the capital of said corporation shall not be reduced under or by reason of said amendment.

BY: /s/ Frankie Farjood

Frankie Farjood

DATE: 1/23/03

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION
SECUREPLANET, INC.

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of SecurePlanet, Inc., resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting for the proposed amendment is as follows:

NOW, THEREFORE, BE IT RESOLVED, that Article I of the Corporation's Certificate of Incorporation be, and it hereby is, amended in its entirety to read as follows:

1. The name of the corporation is Kratos Commercial Solutions, Inc.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That the capital of said corporation shall not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 24th day of October, 2007.

By: /s/ James R. Edwards

Title: Secretary

Name: James R. Edwards

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Exhibit 3.39

AMENDED AND RESTATED BYLAWS

OF

KRATOS COMMERCIAL SOLUTIONS, INC.
(A DELAWARE CORPORATION)

ARTICLE I

OFFICES

Section 1. *Registered Office.* The registered office of the corporation in the State of Delaware shall be in the City of Wilmington, County of New Castle.

Section 2. *Principal Offices.* The Board of Directors shall fix the location of the principal executive office of the corporation at any place within or outside the State of Delaware.

Section 3. *Other Offices.* The Board of Directors may at any time establish branch or subordinate offices at any place or places where the corporation is qualified to do business.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. *Place Of Meetings.* Meetings of the stockholders shall be held at any place within or outside the State of Delaware designated by the Board of Directors. In the absence of any such designation, stockholders' meetings shall be held at the principal executive office of the corporation.

Section 2. *Annual Meeting.* The annual meeting of the stockholders shall be held each year within six (6) months of the end of the corporation's fiscal year on a date and at a time designated by the Board of Directors. If this day shall be a legal holiday, then the meeting shall be held on the next succeeding business day, at the same hour. At the annual meeting, the stockholders shall elect a Board of Directors, consider reports of the affairs of the corporation and transact such other business as may properly brought before the meeting.

Section 3. *Special Meetings.* Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or the Certificate of Incorporation, may be called at any time by the President, and shall be called by the President or Secretary of the request in writing of a majority of the Board of Directors or one or more stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. The written request shall state the purpose or purposes of the special meeting. Business transacted at any special meeting shall be limited to the purposes stated in the notice.

Section 4. *Notice of Stockholders' Meetings.* Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which notice shall state the place, date and hour of' the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. The written notice of any meeting shall be given to each stockholder entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting. If mailed, notice is given when deposited in the United States mail postage prepaid, directed to the stockholder at his address as it appears on the records of the corporation. An affidavit of the mailing or other means of giving any notice of any stockholders' meeting shall be executed by the Secretary, Assistant Secretary or any transfer agent of the corporation giving the notice, and shall be filed and maintained in the minute hook of the corporation and shall, in the absence of fraud, be prima facie evidence of facts stated herein.

Section 5. *Quorum.* The presence in person or by proxy of the holders of a majority of the stock issued and outstanding and entitled to vote at any meeting of stockholders shall constitute a quorum for the transaction of business.

Section 6. *Adjourned Meeting: Notice.* Any stockholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the shares represented at that meeting, either in person or by proxy, but in the absence of a quorum, no other business may be transacted at that meeting. When any meeting of stockholders, either annual or special, is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place are announced at a meeting at which the adjournment is taken, unless the adjournment is for more than 30 days from the date set for the original meeting, or if after adjournment a new record date is fixed for the adjourned meeting. Notice of any such adjourned meeting shall be given to each stockholder of record entitled to vote at the adjourned meeting in accordance with Section 4 of this Article 11. At any adjourned meeting the corporation may transact any business which might have been transacted at the original meeting.

Section 7. *Voting; Proxies.* The stockholders entitled to vote at any meeting of stockholders shall be determined in accordance with the provisions of this Section 7, Section 8 and Section 11 of this Article II, subject to the provisions of Section 217 of the Delaware General Corporation Law (relating to voting shares held by a fiduciary or in joint ownership). Except as otherwise provided by the Certificate of Incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by him which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. All proxies must be filed with the Secretary of the corporation at the beginning of each meeting in order to be counted. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the corporation. Unless otherwise required under these bylaws or the Delaware General Corporation Law, voting at meetings of stockholders need not be by written ballot and need not be conducted by inspectors of election unless so determined by the holders of shares of stock owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote which are present in person or by proxy at such meeting. At any stockholder meeting at which a quorum is present, the affirmative vote of a majority of the stock issued and outstanding and entitled to vote at any meeting of stockholders shall be the act of the stockholders, unless the vote of a greater number or voting by classes is required by the Delaware General Corporation Law or by the Certificate of Incorporation. There shall be no cumulative voting.

Section 8. *Record Date for Stockholder Notice, Voting and Giving Consents.* For purposes of determining the stockholders entitled to notice of any meeting or to vote or entitled to give consent to corporate action without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date shall not be more than 60 days nor less than 10 days before the date of any such meeting nor more than 10 days before any such action without a meeting.

If the Board of Directors does not so fix a record date:

(a) 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 business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held.

(b) The record date for determining stockholders entitled to give consent to corporate action in writing without a meeting (i) when no prior action by the Board has been taken, shall be the day on which the first written consent is given, or (ii) when prior action of the Board has been taken, shall be at the close of business on the day on which the Board adopts the resolution relating to that action.

Section 9. *List of Stockholders Entitled to Vote.* The officer who has charge of the stock ledger of the corporation shall prepare and make, at least 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 examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 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 in the notice of the meeting or if no notice is given, 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 whole time thereof, and may be inspected by any stockholder who is present.

Section 10. *Telephonic Meetings.* At any meeting held pursuant to these Bylaws, shareholders may participate by means of a telephone conference or similar method of communication by which all persons participating in the meeting can hear each other. Participation in such a meeting constitutes presence in person at the meeting.

Section 11. *Stockholder Action by Written Consent without a Meeting.* Any action which may be taken at any annual or special meeting of stockholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all shares entitled to vote on that action were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Section 12. *Inspectors of Election.* Before any meeting of stockholders, the corporation shall appoint one or more inspectors of election to act at the meeting if so required under Section 7 of this Article II and make a written report thereon. If no inspectors of election are able to act at a meeting of the stockholders, the Chairman of the meeting shall appoint one or more inspectors of election to act at the meeting. If inspectors are appointed at a meeting, the holders of a majority of shares or their proxies present at the meeting shall determine how many inspectors are to be appointed. If any person appointed as inspector fails to appear or fails or refuses to act, the Chairman of the meeting shall appoint a person to fill that vacancy.

These inspectors shall:

(a) Determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum and the authenticity, validity and effect of proxies;

(b) Hear, determine and retain for a reasonable period a record of the disposition of all challenges and questions in any way arising in connection with the right to vote;

(c) Count and tabulate all votes or consents;

(d) Determine when the polls shall close;

(e) Determine the result.

ARTICLE III

DIRECTORS

Section 1. *Powers.* Subject to the provisions of the Delaware General Corporation Law and any limitations in the Certificate of Incorporation and these Bylaws relating to action required to be approved by the stockholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors.

Section 2. *Number of Directors.* The number of directors of the corporation shall not be less than three (3) nor more than seven (7). The exact number of directors shall be three (3) until changed, within the limits specified above, by a bylaw amending this Section 2, duly adopted by the board of directors or by the shareholders. The indefinite number of directors may be changed, or a definite number fixed without provision for an indefinite number, by a duly adopted amendment to the articles of incorporation or by an amendment to this bylaw duly adopted by the vote or written consent of holders of a majority of the outstanding shares entitled to vote.

Section 3. *Vacancies.* Vacancies in the Board of Directors may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director. Each director so elected shall hold office until the next annual meeting of the stockholders and until a successor has been elected and qualified. A vacancy or vacancies in the Board of Directors shall be deemed to exist in the event of the death, resignation, disqualification or removal of any director, or otherwise. Any director may resign effective on giving written notice to the corporation. If no directors are in office, then an election of directors may be held in the manner provided in statute. If, at the time of filling any vacancy or newly created directorship, the directors then in office shall constitute less than a majority of the whole Board (as constituted immediately prior to any such increase), the Court of Chancery of the State of Delaware may, upon application of any stockholder or stockholders holding at least ten percent (10%) of the total number of the shares of stock at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

Any director may resign effective on giving written notice to the Chairman of the Board, the President, the Secretary or the Board of Directors, unless the notice specifies a later time for that resignation to become effective. If the resignation of a director is effective at a future time, the Board of Directors may elect a successor to take office when the resignation becomes effective.

No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

Section 4. *Regular and Special Meetings Place of Meetings: Notice: Meetings by Telephone.* Regular meetings of the Board of Directors may be held without call and at any place within or outside the State of Delaware that has been designated from time to time by resolution of the Board. Such meetings may be held without notice. In the absence of such a designation, regular meetings shall be held at the principal executive office of the corporation. Special meetings of the Board may be called by the President, any Vice President, the Secretary or any member of the Board of Directors and shall be held at any place within or outside the State of Delaware that has been designated in the notice of the meeting or, if not stated in the notice or if no notice is given, at the principal executive office of the corporation. Notice of a special meeting shall be given by the person or persons calling the meeting at least 24 hours before the special meeting. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all directors participating in the meeting can hear one another, and all such directors shall be deemed to be present in person at the meeting. The Board of Directors may keep the books of the corporation outside the State of Delaware.

Section 5. *Quorum: Vote Required for Action.* A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 7 of this Article III. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, except as may be otherwise specifically provided by statute, the Certificate of Incorporation or these Bylaws.

Section 6. *Action Without Meeting.* Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Section 7. *Adjournment Notice.* If a quorum shall not be present at any meeting of the Board of Directors the directors present thereat may adjourn the meeting from time to time. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than 24 hours, in which case notice of the time and place shall be given at least 24 hours before the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 8. *Fees and Compensation of Directors.* Directors and members of committees may receive such compensation, if any, for their services, and such reimbursement of expenses, as may be fixed or determined by resolution of the Board of Directors. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 9. *Indemnification:*

(a) 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 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), judgments, fines and amounts paid in settlement actually and reasonably incurred 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. 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 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 reasonable cause to believe that his conduct was unlawful.

(b) 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 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 such 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 Chancery, of Delaware 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 such Court of Chancery or such other court shall deem proper.

(c) To the extent that a director, officer, employee or agent of the corporation shall be 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 he 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 corporation 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 independent legal counsel in a written opinion, or (3) by the stockholders.

(e) 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 of Directors in the manner provided in paragraph (d) 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 Section 9.

(f) The indemnification provided by this Section 9 shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, 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 Board of Directors may authorize the corporation 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 liability 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 Section 9.

(h) For the purposes of this Section 9, references to "the corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer; employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Section 9 with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

(i) For purposes of this section, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the corporation" shall include service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this Section 9.

ARTICLE IV

COMMITTEES

Section 1. *Committees of Directors.* The Board of Directors may designate one or more committees, each consisting of one or more directors, to serve at the pleasure of the Board. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. En the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any committee, to the extent provided in the resolution of the Board, shall have all the authority of the Board, except with respect to:

(a) the amendment of these Bylaws;

(b) a distribution to the stockholders of the corporation;

(c) the amendment of the Certificate of Incorporation (except that a committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the Board of Directors as provided in Section 151(a) of the Delaware General Corporation Law, fix the designations and any of the preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the corporation or the conversion into, or the exchange of such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the corporation or fix the number of shares of any series of stock or authorize the increase, or decrease of the shares of any series);

(d) adopting an agreement of merger or consolidation under Sections 251 or 252 of the Delaware General Corporation Law;

(e) recommend to the stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets; or

(f) recommend to the stockholders a dissolution of the corporation or a revocation of a dissolution.

Section 2. *Meetings and Action of Committees.* Committees shall conduct their business and meetings in the same manner as the Board of-Directors conducts its business pursuant to these Bylaws.

ARTICLE V

OFFICERS

Section 1. *Officers.* The officers of the corporation shall be a President, a Secretary and a Treasurer/Chief Financial Officer. The corporation may also have, at the discretion of the Board of Directors, a Chairman of the Board, a Chief Executive Officer, one or more Vice Presidents, one or

more Assistant Secretaries, one or more Assistant Treasurers and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article V. Any number of offices may be held by the same person.

Section 2. *Election of Officers.* The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article V, shall be chosen by the Board of Directors, and each shall serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment.

Section 3. *Subordinate Officers.* The Board of Directors empowers the President to appoint such other, subordinate officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the Bylaws or as the Board of Directors may from time to time determine.

Section 4. *Removal and Resignation of Officers.* Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by the Board of Directors, at any regular or special meeting of the Board, or, except in case of an officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors; except that the President may remove any subordinate officer with cause. Any officer may resign at any time by giving written notice to the corporation.

Section 5. *Vacancies in Offices.* A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office.

Section 6. *Chairman of the Board.* The Chairman of the Board, if such an officer be elected, shall, if present, preside at meetings of the stockholders and the Board of Directors, and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by the Bylaws. If there is no President, the Chairman of the Board shall in addition be the Chief Executive Officer of the corporation and shall have the powers and duties prescribed in Section 7 of this Article V.

Section 7. *President.* Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, the President shall be the Chief Executive Officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and the officers of the corporation. In the absence of the Chairman of the Board, or if there be none, the president shall preside at all meetings of the stockholders and the Board of Directors. He shall have the general powers and duties of management usually vested in the office of President of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or the Bylaws.

Section 8. *CEO, Vice Presidents.* In the absence or disability of the President, the CEO and the Vice Presidents, if any, in order of their rank as fixed by the Board of Directors or, if not ranked, the CEO, shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The CEO, and the Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for each of them, respectively, by the Board of Directors or the Bylaws, and the President or the Chairman of the Board.

Section 9. *Secretary.* The Secretary shall keep or cause to be kept, at the principal executive office or such other place as the Board of Directors may direct, a book of minutes of all meetings and actions of directors, committees of directors and stockholders, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at directors' meetings or committee meetings, the number of shares present or represented at stockholders' meetings, and the proceedings.

The Secretary shall keep, or cause to be kept, at the principal executive office or at the office of the corporation's transfer agent or registrar, as determined by resolution of the Board of Directors, a share register, or a duplicate share register, showing the names of all stockholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation.

The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and of the Board of Directors required by the Bylaws or by law to be given, and shall keep the seal of the corporation, if one be adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by the Bylaws.

Section 10. *Chief Financial Officer (Treasurer.* The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings and shares. The books of account shall at all reasonable times be open to inspection by any directors.

The Chief Financial Officer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, shall render to the President and directors, whenever they request it, an account of all of his transactions as Chief Financial Officer and of the financial condition of the corporation, and shall have the powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

Section 11. *Excessive Compensation.* If the Internal Revenue Service disallows as a business deduction to the corporation any part of the salary or other compensation paid by it to any officer, director or employee, as being excessive compensation, that part disallowed shall be repaid to the corporation by the officer, director or employee.

ARTICLE VI

RECORDS AND REPORTS

Section 1. *Inspection of Books and Records.*

(a) Any stockholder, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the corporation's stock ledger, a list of its stockholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the corporation at its registered office in the State of Delaware or at its principal place of business.

(b) If the corporation, or an officer or agent thereof, refuses to permit an inspection sought by a stockholder or attorney or other agent acting for the stockholder pursuant to (a) above or does not reply to the demand within five business days after the demand has been made, the stockholder may apply to the Court of Chancery in the State of Delaware for an order to compel such inspection in accordance with Section 220(c) of the Delaware General Corporation Law.

(c) Any director shall have the right to examine the corporation's stock ledger, a list of its stockholders and its other books and records for a purpose reasonably related to his position as a director.

ARTICLE VII

GENERAL CORPORATE MATTERS

Section 1. *Record Date for Purposes Other Than Notice and Voting.* For purposes of determining the stockholders 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 lawful action (other than action by stockholders by written consent without a meeting), the Board of Directors may fix a record date, which record .date shall not precede the date upon which the resolution fixing the record date is adopted and which record date shall not be more than 60 days before any such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 2. *Checks, Drafts, Evidences of Indebtedness, Contracts and Other Commitments.* All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the corporation, and contracts or other commitments of the corporation in the ordinary course of its business, may be signed or endorsed by the President, and by other person(s) in such manner as from time to time determined by resolution of the Board of Directors.

Section 3. *Certificate for Shares.*

(a) A certificate or certificates for shares of the capital stock of the corporation shall be issued to each stockholder when any of these shares are fully paid, and the Board of Directors may authorize the issuance of certificates or shares as partly paid provided that these certificates shall state the amount of consideration to be paid for them and the amount paid. All certificates shall be signed in the name of the corporation by the Chairman of the Board or the President or the CEO or a Vice President and by the Chief Financial Officer or an Assistant Treasurer or the Secretary or any Assistant Secretary, certifying the number of shares and the class or series of shares owned by the stockholder. Any or all of the signatures on the certificate may be facsimile. In the event that any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be that officer, transfer agent or registrar before that certificate is issued, it may be issued by the corporation with the same effect as if that person were an officer, transfer agent or registrar at the date of issue.

(b) If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualification, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, provided that, except as otherwise provided in Section 202 of the Delaware General Corporation, Law, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 4. *Lost Certificates.* Except as provided in this Section 4, no new certificates for shares shall be issued to replace an old certificate unless the latter is surrendered to the corporation and cancelled at the same time. The Board of Directors may, in case any share certificate or certificate for any other security is lost, stolen or destroyed, authorize the issuance of a replacement certificate on such terms and conditions as the Board may require, including provision for indemnification of the corporation secured by a bond or other adequate security sufficient to protect the corporation against

any claim that may be made against it, including any expense or liability on account of the alleged loss, theft or destruction of the certificate or the issuance of the replacement certificate.

Section 5. *Construction and Definitions.* Unless the context requires otherwise, the general provisions, rules of construction and definitions in the Delaware General Corporation law shall govern the construction of these Bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular and the term "person.' includes both a corporation and a natural person.

Section 6. *Transfers of Stock.* Upon the surrender to the corporation, or the transfer agent of the corporation, of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue new certificates to the persons entitled thereto, cancel the old certificates and record the transaction upon its books.

Section 7. *Registered Stockholders.* The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and accordingly shall not be bound to recognize any equitable or other claim or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of the State of Delaware.

Section 8. *Dividends.*

(a) Dividends upon the capital stock of the corporation, subject to the provisions of the Certificate of Incorporation, in any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of capital stock, subject to the provisions of the Certificate of Incorporation.

(b) Before payment of any dividend the directors may set aside out of any 'hinds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interests of the corporation, and the directors may abolish such reserve.

Section 9. *Fiscal Year.* The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

Section 10. *Notices.*

(a) Whenever, under the provisions of the statutes or of the Certificate of Incorporation or of these Bylaws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the Corporation, with postage prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telephone or telegram.

(b) Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed to be equivalent. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a 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.

Section 11. *Annual Statement.* The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clear statement of the business and condition of the corporation.

Section 12. *S Election.* If at any time the corporation elects to be treated for federal or state tax purposes as an S Corporation, unless such S election has been revoked by the affirmative action of the majority of the shares entitled to vote on such action, the corporation will not, nor be compelled to recognize, for so long as the Corporation's status as an S Corporation continues, any transfer to whom or to which in the opinion of counsel to the corporation could disqualify the corporation as an S Corporation.

ARTICLE VIII

AMENDMENTS

Section 1. *Amendment of Bylaws.* New Bylaws may be adopted or these Bylaws may be amended or repealed by the vote or written consent of stockholders or the Board of Directors, when such power is conferred upon the Board by the Certificate of Incorporation, at any regular meeting of the stockholders or Board, or any special meeting of the stockholders or Board if notice of such alteration, amendment, repeal or adoption of new Bylaws was contained in the notice of such meeting.

QuickLinks

Exhibit 3.40

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
HIGH TECHNOLOGY SOLUTIONS, INC.

High Technology Solutions, Inc., a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "Company"), does hereby certify as follows:

(i) The name of the Company is High Technology Solutions, Inc. and the original Certificate of Incorporation of the Company was (a) filed with the Secretary of State of the State of Delaware on September 18, 1990 and (b) most recently amended and restated, as filed with the Secretary of State of the State of Delaware on December 16, 1999 (the "Certificate of Incorporation").

(ii) Pursuant to Sections 242 and 245 of the General Corporation Law of the State of Delaware, the following resolution restating, integrating and further amending the Certificate of Incorporation was approved by the Board of Directors in accordance with Section 141 of the General Corporation Law of the State of Delaware on October 9, 2001 and by Written Consent by the stockholders of the Company in accordance with Section 228 of the General Corporation Law of the State of Delaware, dated as of October 9, 2001:

NOW, THEREFORE, BE IT RESOLVED, that the Certificate of Incorporation be, and hereby is, restated and further amended to read in its entirety as follows:

ARTICLE I

The name of the corporation (the "Company") is High Technology Solutions, Inc.

ARTICLE II

The address of the Company's registered office in the State of Delaware is 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III

The nature of the business of, or purposes to hi conducted or promoted by, the Company is to engage in any lawful act of activity for - -which corporations may be organized under the General Corporation Law of the State of Delaware.

ARTICLE IV

A. The Company is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares that the Company is authorized to issue is forty million (40,000,000) shares, thirty-five million (35,000,000) shares of which shall be Common Stock with a par value of $0.001 per share, and five million (5,000,000) shares of which shall be Preferred Stock with a par value of $0.001 per share.

B. The Preferred Stock may be issued as a class, without series or, if so determined from time to time by the Board of Directors, in one or more series, each series to be expressly designated by a distinguishing number, letter or title. The Preferred Stock, and each series thereof, shall have such voting powers and other rights, privileges, preferences and restrictions as shall be set forth in the resolutions of the Board of Directors providing for the issuance of such Preferred Stock. There is hereby expressly granted to the Board of Directors the authority to determine and fix any and all of the rights, preferences, privileges and restrictions and other terms of the Preferred Stock and any series

thereof, and the number of shares constituting any series and the designation thereof, and to increase or decrease the number of shares of any series subsequent to the issuance of shares of that series, but not below the number of shares of such series then outstanding, or to eliminate entirely any series if there no longer are any outstanding shares of such series (and, thereupon, the shares previously designated for such series shall become authorized but undesignated shares). In the event that the number of shares of any series shall be so decreased, the shares constituting such series shall resume the status that they had prior to the adoption of the resolution originally setting forth the number of shares of such series.

C. The relative rights, preferences, powers, qualifications, limitations and restrictions granted to or imposed upon the series of Preferred Stock hereby designated the "Series A Convertible Preferred Stock" or the holders thereof are as follows:

1. *Designation; Number of Shares.* The designation of the Preferred Stock authorized by this Article IV.C shall be Series A Convertible Preferred Stock, and the number of shares of Convertible Preferred Stock authorized hereby shall be 3,700,000 shares.

2. *Definitions.* For the purposes of this Article IV.C, the following definitions shall apply:

"Affiliate" shall have the meaning ascribed to such term in Rule 12b-2 of the General Rules and Regulations under the Exchange Act.

"Appraised Value" shall mean, in respect of any share of Common Stock on any date herein specified, the fair saleable value of such share of Common Stock (determined without giving effect to the discount for (i) a minority interest or (ii) any lack of liquidity of the Common Stock or to the fact that the Company may have no class of equity registered under the Exchange Act) as of the last day of the most recent fiscal month to end within 60 days prior to such date specified, based on the value of the Company, divided by the number of Fully Diluted Outstanding shares of Common Stock. Such value of the Company shall be determined by (i) an independent majority of the members of the Board of Directors, in good faith, if 75,000 or fewer shares of Common Stock (adjusted for stock splits, reverse stock splits, combinations, stock dividends or similar transactions) are issued or issuable (whether pursuant to options, warrants or other exchangeable or convertible securities) by the Company pursuant to a transaction or (ii) an investment banking firm selected by the Company and the Required Holders, if more than 75,000 shares of Common Stock (adjusted for stock splits, reverse stock splits, combinations, stock dividends or similar transactions) are so issued or issuable.

"Board" shall mean the Board of Directors of the Company.

"Book Value" shall mean, in respect of any share of Common Stock on any date herein specified, the consolidated book value of the Company as of the last day of any month immediately preceding such date, divided by the number of Fully Diluted Outstanding shares of Common Stock as determined in accordance with GAAP by any firm of independent certified public accountants of recognized national standing selected by the Company and reasonably acceptable to the Required Holders.

"Business Day" shall mean any day other than a Saturday, Sunday, or a day on which banking institutions in the State of New York are authorized or obligated by law or executive order to close.

"Common Stock" shall mean the Common Stock, $0.001 par value per share, of the Company.

"Company" shall mean High Technology Solutions, Inc., a Delaware corporation.

"Conversion Price" shall mean, with respect to any conversion of the Convertible Preferred Stock prior to the EBITDA Adjustment Date, $5.514 per share, subject to adjustment as provided

herein, and, with respect to any conversion of the Convertible Preferred Stock after the EBITDA Adjustment Date, the amount computed pursuant to Section 7(f) hereof, subject to adjustment as provided herein, provided that if a Liquidity Event shall occur prior to the EBITDA Adjustment Date, the Conversion Price shall mean the amount computed pursuant to Section 7(g) hereof.

"Convertible Preferred Stock" shall refer to shares of Series A Convertible Preferred Stock, $0.001 par value per share, of the Company.

"Current Market Price" when used with reference to shares of Common Stock or other securities on any date, shall mean the higher of (a) the Book Value per share of Common Stock at such date and (b) the Appraised Value per share of Common Stock at such date or, if there shall be a public market, the higher of (x) the Book Value per share of Common Stock at such date, and (y) the average of the daily market prices for 30 consecutive Business Days commencing 45 days before such date. The daily market price for each such Business Day shall be (i) the last sale price on such day on the principal stock exchange or the Nasdaq National Market on which such Common Stock is then listed or admitted to trading, (ii) if no sale takes place on such day on any such exchange or market, the average of the last reported closing bid and asked prices on such day as officially quoted on any such exchange or market, (iii) if the Common Stock is not then listed or admitted to trading on any stock exchange or such market, the average of the last reported closing, bid and asked prices on such day in the over-the-counter market, as furnished by Nasdaq or the National Quotation Bureau, Inc., (iv) if neither such corporation at the time is engaged in the business of reporting such prices, as furnished by any similar firm then engaged in such business, or (v) if there is no such firm, as furnished by any member of the National Association of Securities Dealers ("NASD") selected mutually by the Required Holders and the Company or, if they cannot agree upon such selection, as selected by two such members of the NASD, one of which shall be selected by the Required Holders and one of which shall be selected by the Company.

"Dividend Rate" shall mean, for the period from the Original issue Date until the second anniversary of such date, 6% per annum and, thereafter, 9% per annum (or, in each case, if lower, the maximum rate permitted by applicable law), in each case calculated on a 360 day per year basis, based on the actual number of days elapsed, *provided* that if an Event of Default shall occur and be continuing, the Dividend Rate shall be increased by 2% per annum as of the date of the occurrence of such Event of Default, but shall not be subject to further increase thereafter.

"EBITDA" shall mean the Company's net income or earnings (excluding any extraordinary items or charges), before interest expense, taxes, depreciation and amortization, as determined from the Company's audited financial statements for any fiscal year prepared in accordance with GAAP, consistently applied.

"EBITDA Adjustment Date" shall mean the 60th day following the end of the Company's fiscal year ended 2001.

"Event of Default" shall have the meaning assigned to **it** in the Purchase Agreement and shall also mean the failure of the Company (a) to pay any cash (or, as provided in Section 3(b), in-kind) dividend on the Convertible Preferred Stock, when due and payable hereunder or (b) to redeem shares of Convertible Preferred Stock pursuant to Section 6 hereof.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, or any similar Federal statute, and the rules and regulations of the Securities and Exchange Commission thereunder, all as the same shall be in effect at the time. Reference to a particular section of the Securities Exchange Act of 1934, as amended, shall include reference to the comparable section, if any, of any such similar Federal statute.

"Fair Market Value" shall mean the amount that a willing buyer would pay a willing seller in an arm's-length transaction, with neither being under any compulsion to buy or sell.

"First Issue Date" shall mean the first date on which any shares of Convertible Preferred Stock shall be issued pursuant to the Purchase Agreement.

"Fully Diluted Outstanding" shall mean, with reference to Common Stock, at any date as of which the number of shares thereof is to be determined, all shares of Common Stock outstanding at such date and all shares of Common Stock issuable upon the conversion of the Convertible Preferred Stock outstanding on such date, and other options or warrants to purchase, or securities convertible into, shares of Common Stock outstanding on such date.

"GAAP" shall mean generally accepted accounting principles in the United States of America as in effect from time to time.

"Liquidation Preference" shall mean $6.064 per share.

"Liquidity Event" Shall mean (a) a Qualified IPO, (b) a Qualified Sale or (c) any Organic Change or IPO which shall be approved by the Required Holders.

"Organic Change" shall mean (a) any sale, lease, exchange or other transfer of all or substantially all of the property and assets of the Company, (b) any merger or consolidation to which the Company is a party or (c) any Person or group of Persons (as such term is used in Section 13(d) of the Exchange Act), other than Allan J. Camaisa, shall beneficially own (as defined in Rule 13d-3 under the Exchange Act) securities of the Company representing 50% or more of the voting securities of the Company then outstanding. For purposes of the preceding sentence, "voting securities" shall mean securities, the holders of which are ordinarily, in the absence of contingencies, entitled to elect the corporate directors (or Persons performing similar functions).

"Original Issue Date" shall mean, with respect to the issuance from time to time of any shares of Convertible Preferred Steele, the date of the original issuance of such shares of Convertible Preferred Stock.

"Person" shall mean any individual, firm, corporation or other entity, and shall include any successor (by merger or otherwise) of such entity.

"Purchase Agreement" shall mean the Purchase Agreement, dated as of October 7, 1999, by and among the Company and the purchasers named therein, as it may be amended from time to time, a copy of which is on file at the principal office of the Company.

"Qualified Amount" shall mean an aggregate amount that provides a compound annual rate of return of 50% on the aggregate purchase price of the then outstanding shares of Convertible Preferred Stock, after taking into account any payments of cash dividends on such shares of Convertible Preferred Stock,

Qualified Amount shall be calculated as follows:

$$\text{Aggregate Purchase Price of Convertible Preferred Stock} = \frac{\text{Aggregate Cash Dividends}}{1.50^{(n/12)}} + \frac{\text{Qualified Amount}}{1.50^{(n/12)}}$$

where:

n = number of months (or partial months) elapsed from the Original Issue Date until (i) each date *on* which a cash dividend shall be received or (ii) a closing date of a Liquidity Event, as the case may be. Partial months shall be expressed as a fraction, rounded to two decimal places.

Example of calculation of Qualified Amount:

Month	Amount	Event
0	$ 10,000,000	Aggregate purchase price paid by Purchaser
8	$ 1,000,000	Aggregate cash dividend received by Purchaser
12	$ 1,000,000	Aggregate cash dividend received by Purchaser
16	$ 14,715,629	Qualified Amount

$$\$10{,}000{,}000 = \frac{\$1{,}000{,}000}{1.50^{(n/12)}} + \frac{\$1{,}000{,}000}{1.50^{(12/12)}} + \frac{\text{Qualified Amount}}{1.50^{(16/12)}}$$

"Qualified IPO" shall mean a sale of Common Stock, for the account of the Company, pursuant to an initial public offering (the "IPO") of the Common Stock on Form S-1 (or any equivalent general registration form) under the Securities Act of 1933, as amended, and a listing of such Common Stock on the New York Stock Exchange or the Nasdaq National Market, with aggregate gross proceeds to the Company of at least $30 million and at a per share price (prior to commissions and offering expenses) of not *less* than the Qualified Amount divided by the number of shares of Common Stock issuable upon conversion of the shares of Convertible Preferred Stock outstanding immediately prior to such Qualified IPO.

"Qualified Sale" shall mean a transaction constituting an Organic Change in which holders of shares of Convertible Preferred Stock shall be entitled to receive an aggregate amount for such shares (or for the shares of Common Stock issuable upon conversion thereof) of not less than the Qualified Amount

"Redemption Date" shall mean the date on which any shares of Convertible Preferred Stock shall be redeemed by the Company.

"Redemption Price" has the meaning set forth in Section 6(a) of this Article IV.C.

"Required Holders" shall mean Persons who, in the aggregate, hold at least two-thirds of the outstanding shares of Convertible Preferred Stock.

"Subsidiary" of any Person means any corporation or other entity of which a majority of the voting power or the voting equity securities or equity interest is owned, directly or indirectly, by such Person.

"Trading Day" shall mean a Business Day or, if the Common Stock is listed or admitted to trading on any national securities exchange, a day on which such exchange is open for the transaction of business.

3. *Dividends.*

(a) So long as any shares of Convertible Preferred Stock shall be outstanding, the holders of such Convertible Preferred Stock shall be entitled to receive, if legally payable by the Board, preferential dividends, payable in cash (or, as provided in Section 3(b), in-kind), at the applicable Dividend Rate on the Liquidation Preference hereunder. Subject to Section 3(b), such dividends shall accrue quarterly in arrears for the four (4) years following the Original Issue Date, and such accrued dividends shall be payable in cash (or, as provided in Section 3(b), in-kind). Commencing on the fourth anniversary of the Original Issue Date, the holder of such Convertible Preferred Stock shall be entitled to receive, if legally payable by the Board, preferential dividends, payable in cash at the applicable Dividend Rate on the Liquidation Preference hereunder, payable quarterly on the last Business Day of March, June, September and December of each year. If the Board cannot legally declare or pay such

dividends, then such dividends shall be cumulative and compound quarterly, and shall begin to accrue and compound from the Original Issue Date, whether or not there shall be net profits or net assets of the Company legally available for the payment of those dividends.

(b) At the option of the Company, any dividend may be paid, prior to the fourth anniversary of the Original Issue Date, in additional shares of Convertible Preferred Stock, based upon the Liquidation Preference thereof at the Dividend Rate on the Liquidation Preference hereunder. Dividends paid in shares of Convertible Preferred Stock shall be paid in whole shares plus a cash payment equal to the value of any fractional shares. All accrued and unpaid dividends shall be paid in cash (and not in-kind) upon any conversion of Convertible Preferred Stock or upon the occurrence of a Liquidity Event

(c) So long as any shares of Convertible Preferred Stock shall be outstanding, then, without the affirmative vote of the Required Holders, (i) no dividend whatsoever shall be paid or declared, and no distribution shall be made, on account of any Common Stock or any share of any other class or series of the Company's Preferred Stock ranking junior to the Convertible Preferred Stock with respect to the payment of dividends or distribution of assets on liquidation, dissolution or winding up of the Company ("Junior Stock"), and (ii) no shares of Common Stock or Junior Stock shall be repurchased, redeemed or acquired by the Company and no funds shall be paid into or set aside or made available for a sinking fund for the purchase, redemption or acquisition thereof.

4. *Liquidation Rights of Convertible Preferred Stock.*

(a) In the event of any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, the holders of Convertible Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Company available for distribution to its stock.-holders, whether such assets are capital, surplus or earnings, before any payment or declaration and setting apart for payment of any amount equal be made in respect of any shares of Common Stock or Junior Stock, an amount equal to the Liquidation Preference plus all declared or accrued and unpaid dividends in respect of any liquidation, dissolution or winding up consummated.

(b) If upon any liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, the assets to be distributed among the holders of Convertible Preferred Stock shall be insufficient to permit the payment to such stockholders of the full preferential amounts aforesaid, then the entire assets of the Company to be distributed shall be distributed ratably among the holders of Convertible Preferred Stock, based on the full preferential amounts for the number of shares of Convertible Preferred Stock held by each holder.

(c) After payment to the holders of Convertible Preferred Stock of the amounts set forth in Section 4(a) hereof and payment to the holders of Junior Stock, the entire remaining assets and funds of the Company legally available for distribution, if any, shall be distributed among the holders of Common Stock pro rata based on the number of shares of Common Stock then held by each.

5. *Voting Rights.* In addition to any voting rights provided by law, the holders of shares of Convertible Preferred Stock shall have the following voting rights:

(a) So long as any of the Convertible Preferred Stock shall be outstanding, each share of Convertible Preferred Stock shall entitle the holder thereof to vote on all matters voted on by the holders of Common Stock, voting together as a single class with other shares entitled to vote at all meetings of the stockholders of the Company. With respect to any such vote, each share of Convertible Preferred Stock shall entitle the holder thereof to cast the number of votes equal to the number of votes which could be cast in such vote by a holder of the

number of shares of Common Stock of the Company into which such share of Convertible Preferred Stock is convertible on the record date for such vote. Fractional votes shall not, however, be permitted, and any fractional voting rights resulting from the above formula (after aggregating all shares into which shares of Convertible Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward).

(b) The affirmative vote of the Required Holders, voting together as a class, in person or by proxy, at a special or annual meeting of stockholders called for such purpose or pursuant to a written consent of stockholders, shall be necessary for the following:

(i) to authorize, adopt or approve an amendment to the Certificate of Incorporation of the Company which would alter or change in any manner the terms, powers, preferences or special rights of the shares of Convertible Preferred Stock, *provided*, that no such amendment shall, without the consent of each holder of Convertible Preferred Stock, (A) reduce the Liquidation Preference or the Dividend Rate, (B) change the place or currency of payment of the Liquidation Preference or dividends on the Convertible Preferred Stock, (C) impair the right of any holder of Convertible Preferred Stock to institute an action for the enforcement of any payment with respect to the Convertible Preferred Stock, (D) adversely affect any conversion rights with respect to the Convertible Preferred Stock or (E) reduce the percentage of the outstanding Convertible Preferred Stock necessary to amend the provisions of this Section 5(b).

(ii) to authorize or issue any shares of the capital stock of the Company ranking senior to, or pari passu with, the Convertible Preferred Stock or authorize or issue any shares of capital stock convertible into any shares of capital stock of the Company ranking senior to, or pari passu with, the Convertible Preferred Stock; or

(iii) to take any action which is in violation of Article V of the Purchase Agreement.

(c) So long as there are outstanding at least 33% of the shares of Convertible Preferred Stock issued pursuant to the Purchase Agreement, (i) the Board shall consist of a maximum of nine directors, (ii) GE Capital Equity Investments, Inc. ("GE Equity") and Ford Motor Company ("Ford") each shall have, in addition to the other voting rights set forth herein, the right, but not the obligation, to elect one director of the Company, (iii) the holders of all shares of Convertible Preferred Stock shall have, in addition to clause (ii) above, the right, but not the obligation, to elect one director of the Company and (iv) the holders of shares of all voting stock of the Company (including the Convertible Preferred Stock) shall have the right to elect the remaining directors of the Company; *provided*, *however*, so long as GE Equity has the right to elect an additional director pursuant to Section 5(d) hereof, the number of directors to be elected pursuant to clause (iv) shall be decreased by one. So long as there are outstanding at least 33% of the shares of Convertible Preferred Stock issued pursuant to the Purchase Agreement, GE Equity and Ford each shall have the right, but not the obligation, to appoint one director to all committees of the Board (including any Executive Committee), if any such committees are established by the Board.

(d) If, on any date, an Event of Default shall have occurred and be continuing, whether or not by reason of the absence of legally available funds therefor, then, so long as there are outstanding at least 33% of the shares of Convertible Preferred Stock issued pursuant to the Purchase Agreement, GE Equity shall have, in addition to its other voting rights set forth herein, the exclusive right to elect an additional director of the Company in accordance with this Section 5 and one of the directors elected pursuant to clause (iv) of Section 5(c) shall resign or be removed without cause.

(e) The foregoing rights of holders of shares of Convertible Preferred Stock to take any actions as provided in this Section 5 may be exercised at any annual meeting of stockholders or at a special meeting of stockholders held for such purpose as hereinafter provided or at any adjournment thereof or pursuant to any written consent of stockholders.

(f) If (i) the annual meeting of stockholders of the Company shall not, for any reason, be held within the time fixed in the Bylaws of the Company, or (ii) vacancies shall exist in the office of any director elected by GE Equity and/or Ford or (iii) GE Equity has the right to elect an additional director pursuant to Section 5(d) above, a proper officer of the Company, upon the written request of either GE Equity or Ford, addressed to the Secretary of the Company, shall call a special meeting in lieu of the annual meeting of stockholders or circulate a written consent if permitted by applicable law, for the purpose of electing or, if necessary, removing directors. Any such meeting shall be held at the earliest practicable date at the place for the holding of the annual meetings of stockholders. If such meeting shall not be called by the proper officer of the Company within twenty (20) days after personal ser' ice of said written request upon the Secretary of the Company, or within twenty (20) days after mailing the same within the United States by certified mail, addressed to the Secretary of the Company at its principal executive office, then GE Equity or Ford may call such meeting at the expense of the Company, and such meeting may be called upon the notice required for the annual meetings of stockholders of the Company and shall be held at the place for holding the annual meetings of the stockholders. GE Equity and Ford each shall have access to the lists of stockholders to be called pursuant to the provisions hereof.

(g) Any vacancy occurring in the office of the director elected by GE Equity, Ford, or the holders of all shares of Convertible Preferred Stock, or any additional director to be elected by GE Equity pursuant to Section 5(d) above may be filled only by GE Equity, Ford, or the holders of all shares of Convertible Preferred Stock, as applicable. The term of office of any director elected by GE Equity, Ford, or the holders of all shares of Convertible Preferred Stock shall terminate upon the election of the successor to such director at any meeting of stockholders held for the purpose of electing directors.

(h) Any director elected by GE Equity or Ford pursuant to Sections 5(c)(ii) and 5(d) may be removed from office with or without cause by GE Equity or Ford, respectively. Any director elected by the holders of all shares of Convertible Preferred Stock pursuant to Section 5(c)(iii) may be removed from office with or without *cense* by the holders of all shares of Convertible Preferred Stock_

6. *Redemption of Convertible Preferred Stock.*

(a) If any Organic Change (other than a Qualified Sale) shall occur, the Company, at the option of any holder of outstanding Convertible Preferred Stock (as exercised pursuant to this Section 6(a)), shall redeem, at a redemption price equal to the sum of the Liquidation Preference per share plus an amount equal to all accrued and unpaid dividends per share (the "Redemption Price"), those outstanding shares of Convertible Preferred Stock which such holder shall have elected to redeem. Such redemption shall occur immediately prior to or simultaneously with the consummation of such Organic Change. The Company shall give written notice of any such Organic Change, stating the substance and intended date of consummation thereof, not more than sixty (60) Business Days nor less than twenty (20) Business Days prior to the date of consummation thereof, to each holder of Convertible Preferred Stock. Any holder of the Convertible Preferred Stock shall have fifteen (15) Business Days (the "Notice Period") from the date of the receipt of such notice to demand (by written notice mailed to the Company) redemption of all or any portion of the shares of Convertible Preferred Stock held by such holder.

(b) The Company shall redeem, and the holders of the outstanding Convertible Preferred Stock shall sell to the Company, at the Redemption Price, all of the outstanding Convertible Preferred Stock on (i) the fifth anniversary of the First Issue Date, if no Liquidity Event shall have occurred prior to such date, or (ii) the date on which (x) the Company or any Subsidiary shall make an assignment for the benefit of creditors, commence any proceeding relating to it under any applicable bankruptcy or insolvency laws or seek any other form of relief from its creditors or from a court or governmental agency pursuant to any law, statute or procedure of any jurisdiction for the relief of financially distressed debtors or (y) any of the foregoing shall be commenced against the Company or any Subsidiary. The Company shall, on the date of the occurrence of an event specified above, deliver written notice (the "Redemption Notice") for the mandatory redemption of the Convertible Preferred Stock to each holder of record of the Convertible Preferred Stock at its address last shown on the records of the Company. The Redemption Notice shall state:

A) the event triggering the mandatory redemption;

B) the number of shares of Convertible Preferred Stock held by the holder to be redeemed;

C) the date fixed for redemption, which shall be no later than twenty (20) Business Days following the date of the Redemption Notice, and the Redemption Price; and

(D) that the holder is to surrender to the Company, in the manner and at the place designated, its certificate or certificates representing the shares of Convertible Preferred Stock to be redeemed.

(c) On or before the Redemption Date, each holder of Convertible Preferred Stock shall surrender the certificate or certificates representing such shares of Convertible Preferred Stock to the Company, in the manner and at the place designated in the Redemption Notice, and thereupon the Redemption Price for such shares shall be payable in cash on the Redemption Date to the person whose name appears on such certificate or certificates as the owner thereof, and each surrendered certificate shall be cancelled and retired_ In the event that less than all of the shares represented by any such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares.

(d) Unless the Company defaults in the payment in full of the Redemption Price, dividends on the Convertible Preferred Stock called for redemption shall cease to accumulate on the Redemption Date, and the holders of such Convertible Preferred Stock redeemed shall cease to have any further rights with respect thereto on the Redemption Date, other than to receive the Redemption Price without interest

(e) lf, at any time of any redemption pursuant to this Section 6, the funds of the Company legally available for redemption of Convertible Preferred Stock shall be insufficient to redeem the number of shares required to be redeemed, those funds which are legally available shall be used to redeem the maximum possible number of such shares, pro rata based upon the number of shares to be redeemed. At any time thereafter when additional funds of the Company become legally available for the redemption of Convertible Preferred Stock, such funds shall immediately be used to redeem the balance of the shares of Convertible Preferred Stock which the Company has become obligated to redeem pursuant to this Section 6, but which it has not redeemed; or, in the case of a redemption pursuant to Section 6(a), if a person other than the Company shall be the surviving or resulting corporation in any Organic Change, such person shall, at the consummation of such Organic Change, redeem such balance of the shares *of* Convertible Preferred Stock and the Company shall so provide in its agreements with such person relating to such Organic Change).

(f) Except as provided herein, the Company may not otherwise redeem or repurchase the Convertible Preferred Stock.

7. *Conversion.*

(a) Subject to the provisions for adjustment hereinafter set forth, (i) each share of Convertible Preferred Stock shall be convertible at any time and from time to time, at the option of the holder thereof (such conversion, an "Optional Conversion") and (ii) all shares of Convertible Preferred Stock shall be converted upon the occurrence of a Qualified IP° or Qualified Sale (such conversion, a "Mandatory Conversion"), in each case into fully paid and nonassessable shares of Common Stock. The number of shares of Common Stock deliverable upon conversion of a share of Convertible Preferred Stock shall be determined by dividing the Liquidation Preference by the Conversion Price (as adjusted herein) in effect on the date on which the shares of Convertible Preferred Stock shall be surrendered for conversion. No fractional shares shall be issued upon the conversion of any shares of Convertible Preferred Stock. All shares of Common Stock (including &actions thereof) issuable upon conversion of more than one share of Convertible Preferred Stock by a holder thereof shall be aggregated for purposes of determining whether conversion would result in the issuance of any fractional share If, after the aforementioned aggregation, the conversion would result in the issuance of a fraction of a share of Common Stock, the Company shall, in lieu of issuing any fractional share, pay the holder otherwise entitled to such fraction a sum in cash equal to the Fair Market Value of such fraction on the date of conversion (as determined in good faith by the Board).

(b) An Optional Conversion or Mandatory Conversion shall be subject to the following:

(i) An Optional Conversion of the Convertible Preferred Stock may be effected by any such holder upon the surrender to the Company at the principal office of the Company of the certificate for such Convertible Preferred Stock to be converted accompanied by a written notice stating that such holder elects to convert all or a specified number of such shares (which may be fractional shares) in accordance with the provisions of this Section 7 and specifying the name or names in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. A Mandatory Conversion of the Convertible Preferred Stock shall be immediately effective and shall be deemed to be made as of the date of the consummation of a Qualified IPO or Qualified Sale. Any holder may surrender to the Company the certificate for such Convertible Preferred Stock converted pursuant to a Mandatory Conversion accompanied by a written notice specifying the name or names in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. Until such time as the holder surrenders its certificate pursuant to the Mandatory Redemption, the certificates representing the Convertible Preferred Stock shall represent the number of shares of Common Stock issuable upon conversion of such certificate Upon any conversion of any shares of Convertible Preferred Stock, all accrued and unpaid dividends owing in respect of such shares shall be paid in cash.

(ii) In case the written notice specifying the name or names in which such holder wishes the certificate or certificates for shares of Common Stock to be issued shall specify a name or names other than that of such holder, such notice shall be accompanied by payment of all transfer taxes payable upon the issuance of shares of Common Stock in such name or names. Other than such taxes, the Company will pay any and all issue and other taxes (other than taxes based on income) that may be payable in respect of any issue or delivery of shares of Common Stock on conversion of Convertible Preferred Stock pursuant hereto. As promptly as practicable, and in any event within three Business

Days after the surrender of such certificate or certificates and the receipt of such notice relating thereto and, if applicable, payment of all transfer taxes (or the demonstration to the satisfaction of the Company that such taxes have been paid), the Company shall deliver or cause to be delivered (A) certificates representing the number of validly issued, fully paid and nonassessable full shares of Common Stock to which the holder of shares of Convertible Preferred Stock being converted shall be entitled and (B) if less than the full number of shares of Convertible Preferred Stock evidenced by the surrendered certificate or certificates is being converted, a new certificate or certificates, of like tenor, for the number of shares evidenced by such surrendered certificate or certificates less the number of shares being converted.

(iii) In the case of an Optional Conversion, such conversion shall be deemed to have been made at the close of business on the date of giving the written notice referred to in the first sentence of subsection (b) (i) above and of such surrender of the certificate or certificates representing the shares of Convertible Preferred Stock to be converted so that the rights of the holder thereof as to the shares being converted shall cease except for the right to receive shares of Common Stock in accordance herewith, and the person entitled to receive shares of Common Stock shall be treated for all purposes as having become the record holder of such shares of Common Stock at such time.

(c) In case any shares of Convertible Preferred Stock are to be redeemed pursuant to Section 6, all rights of conversion shall cease and terminate as to the shares of Convertible Preferred Stock to be redeemed at the close of business on the Business Day next preceding the date fixed for redemption unless the Company shall default in the payment of the Redemption Price.

(d) The Conversion Price shall be subject to adjustment from time to time in certain instances hereinafter provided.

(e) The Company shall at all times reserve, and keep available for issuance upon the conversion of the Convertible Preferred Stock, such number of its authorized but unissued shares of Common Stock as will from time to time be sufficient to permit the conversion of all outstanding shares of Convertible Preferred Stock, and shall take all action required to increase the authorized number of shares of Common Stock if necessary to permit the conversion of all outstanding shares of Convertible Preferred Stock.

(f) In addition to any adjustments to the Conversion Price which may be required pursuant to Section 7(h) hereof, the Conversion Price shall be adjusted, effective as of the EBITDA Adjustment Date, to the Conversion Price set forth opposite the EBITDAs in the table below, based upon the Company's EBITDA for its fiscal year ended 2001 ("2001 EBITDA"). If the 2001 EBITDA shall be at an amount other than the EBITDAs shown on such table, the Conversion Price shall be proportionately adjusted, *provided*, that the Conversion Price shall not be less than the minimum Conversion Price and not more than the maximum Conversion Price, each as set forth in the table below:

EBITA ($MM)	Conversion Price
$ 18.0	$ 5.514
$ 9.0	$ 2.72
$ 6.0	$ 2.70

If the Conversion Price as of the Original Issue Date (the "Original Conversion Price") shall have been adjusted pursuant to this Section 7 prior to the EBITDA Adjustment Date, then the Conversion Prices set forth in the table above shall be proportionately adjusted to reflect the proportionate difference between the Original Conversion Price and the Conversion Price

in effect immediately prior to the EBITDA Adjustment Date. The Conversion Price, as adjusted hereunder, shall be subject to further adjustment as provided in this Section 7.

(g) If a Liquidity Event shall occur prior to the EBITDA Adjustment Date, the Conversion Price, effective immediately prior to the effective date of such Liquidity Event, shall be adjusted, as set forth below; *provided*, that the Conversion Price shall not be less than the minimum Conversion Price and not more than the maximum Conversion Price, each as set forth in the table provided in Section 7(f) above (as such minimum and maximum Conversion Prices may be adjusted thereunder).

Conversion Price = [(Liquidation Preference) × (# of shares of Convertible Preferred Stock outstanding as of the date of Liquidity Event) × (Liquidity Event Price)] / Qualified Amount

For purposes of the calculation of Conversion Price pursuant to this Section 7(g) of Article IV.C, "Liquidity Event Price" shall mean, in the case of: (i) a Qualified IPO, the initial offering price per share to the public of Common Stock pursuant to such Qualified IPO; (ii) a Qualified Sale, the aggregate consideration paid pursuant to such Qualified Sale for each share of Common Stock then outstanding; and (iii) an Organic Change, Appraised Value, based on the determination of an investment banking firm selected by the Company and the Required Holders.

(h) The Conversion Price will also be subject to adjustment from time to time as follows:

(i) In case the Company shall at any time or from time to time after the First Issue Date (A) pay a dividend, or make a distribution, on the outstanding shares of Common Stock in shares of Common Stock, (B) subdivide the outstanding shares of Common Stock, (C) combine the outstanding shares of Common Stock into a smaller number of shares of Common Stock or (D) issues by reclassification of the shares of Common Stock any shares of capital stock of the Company, then, and in each such case, the Conversion Price in effect immediately prior to such event or the record date therefor, whichever is earlier, shall be adjusted so that the holder of any shares of Convertible Preferred Stock thereafter surrendered for conversion shall be entitled to receive the number of shares of Common Stock or other securities of the Company which such holder would have owned or have been entitled to receive after the happening of any of the events described above, had such shares of Convertible Preferred Stock been surrendered for conversion immediately prior to the happening of such event or the record date therefor, whichever is earlier. An adjustment made pursuant to this clause (i) shall become effective (x) in the case of any such dividend or distribution, immediately after the close of business on the record date for the determination of holders of shares of Common Stock entitled to receive such dividend or distribution, or (y) in the case of such subdivision, reclassification or combination, at the close of business on the day upon which such corporate action becomes effective.

(ii) In case the Company shall issue shares of Common Stock (or rights, warrants or other securities convertible into or exchangeable for shares of Common Stock) after the First Issue Date, other than issuances covered by clause (i) above, at a price per share (or having an exercise, conversion or exchange price per share) less than the Current Market Price per share of Common Stock, as of the date of issuance of such shares or of such rights, warrants or other convertible or exchangeable securities, then, and in each such case, the Conversion Price in effect immediately prior to the date of such issuance shall

be reduced (but not increased) to an amount determined by multiplying such Conversion Price by a fraction:

A) the numerator of which shall be (1) the number of shares of Common Stock outstanding immediately prior to the issuance of such additional shares of Common Stock (or rights, warrants or other securities convertible into or exchangeable for shares of Common Stock), plus (2) the number of shares of Common Stock which the Net Aggregate Consideration (as defined in Section 7(h)(xi)) would purchase at the Current Market Price prior to such issuance, and

(B) the denominator of which shall be (1) the number of shares of Common Stock outstanding immediately prior to the issuance of such additional shares of Common Stock (or rights, warrants or other securities convertible into or exchangeable for shares of Common Stock), plus (2) the aggregate number of additional shares of Common Stock so issued (or issuable pursuant to the exercise of rights, warrants or other securities convertible into or exchangeable for shares of Common Stock so issued).

(iii) In case the Company shall issue shares of Common Stock (or rights, warrants or other securities convertible into or exchangeable for shares of Common Stock) after the First Issue Date, other than issuances covered by clause (i) above, at a price per share (or having an exercise, conversion or exchange price per share) less than the Conversion Price as of the date of issuance of such shares or of such rights, warrants or other convertible or exchangeable securities, then, and in each such case the Conversion Price in effect immediately prior to the date of such issuance shall be reduced (bur not increased) to an amount determined by multiplying such Conversion Price by a fraction:

(A) the numerator of which shall be (1) the number of shares of Common Stock outstanding immediately prior to the issuance of such additional shares of Common Stock (or rights, warrants or other securities convertible into or exchangeable for shares of Common Stock), plus (2) the number of shares of Common Stock which the Net Aggregate Consideration would purchase at the Conversion Price prior to such issuance, and

(B) the denominator of which shall be (1) the number of shares of Common Stock outstanding immediately prior to the issuance of such additional shares of Common Stock (or rights, warrants or other securities convertible into or exchangeable for shares of Common Stock), plus (2) the aggregate number of additional shares of Common Stock so issued (or issuable pursuant to the exercise of rights, warrants or other securities convertible into or exchangeable for shares of Common Stock so issued).

(iv) An adjustment made pursuant to clauses (ii) or (iii) above shall be made on the next Business Day following the date on which any such issuance is made and shall be effective retroactively immediately after the close of business on such date. For purposes of clauses (ii) or (iii), the aggregate consideration received by the Company in connection with the issuance of shares of Common Stock or of rights, warrants or other securities exchangeable or convertible into shares of Common Stock shall be deemed to be equal to the sum of the aggregate offering price of all such Common Stock and such rights, warrants, or other exchangeable or convertible securities plus the minimum aggregate amount, if any, receivable upon exchange or conversion of any such exchangeable or convertible securities into shares of Common Stock. If both clauses (ii) and (iii) are applicable, the adjustment which results in the higher Conversion Price shall be used.

(v) In case the Company shall at any time or from time to time after the First Issue Date declare, order, pay or make a dividend or other distribution (including*, without limitation, any distribution, of stock or other securities or property or rights or warrants to subscribe for securities of the Company or any of its Subsidiaries by way of dividend or spinoff), on its Common Stock, other than dividends or distributions of shares of Common Stock which are referred to in clause (i) of this subsection (h) or made in compliance with Section 3(c) hereof, then, and in each such case, the Conversion Price in effect immediately prior to such event or the record date therefor, whichever is earlier, shall be adjusted so that the holder of any shares of Convertible Preferred Stock thereafter surrendered for conversion shall be entitled to receive the number of shares of Common Stock or other securities of the Company which such holder would have owned or have been entitled to receive after the happening of any of the events described above, had such shares of Convertible Preferred Stock been surrendered for conversion immediately prior to the happening of such event or the record date therefor, whichever is earlier. An adjustment made pursuant to this clause (v) shall become effective immediately after the close of business on the happening of such event or the record date therefor, whichever is earlier.

(vi) For purposes of this subsection (h), the number of shares of Common Stock at any time outstanding shall include all shares of Common Stock issuable upon conversion or exercise of any outstanding options, rights, warrants or other convertible or exchangeable securities, but shall not include any shares of Common Stock then owned or held by or for the account of the Company or any of its Subsidiaries.

(vii) If the Company shall take a record of the holders of its Common Stock for the purpose of entitling them to receive a dividend or other distribution, and shall thereafter and before the distribution to stockholders thereof legally abandon its plan to pay or deliver such dividend or distribution, then thereafter no adjustment in the number of shares of Common Stock issuable upon exercise of the right of conversion granted by this subsection (h) or in the Conversion Price then in effect shall be required by reason of the taking of such record.

(viii) Anything in this subsection (h) to the contrary notwithstanding, the Company shall not be required to give effect to any adjustment in the Conversion Price unless and until the net effect of one or more adjustments (each of which shall be carried forward), determined as above provided, shall have resulted in a change of the Conversion Price by at least $0.10, and when the cumulative net effect of more than one adjustment so determined shall be to change the Conversion Price by at least $0.10, such change in Conversion Price shall thereupon be given effect.

(ix) For the purposes of this subsection (h), the number of shares of Common Stock outstanding at any time shall include all shares of Common Stock issuable upon the exercise of all options and warrants then outstanding and the conversion of all convertible securities then outstanding other than the Convertible Preferred Stock.

(x) No adjustment of the Conversion Price shall be made under this subsection (h) upon the issuance of any additional shares of Common Stock that shall be issued pursuant to the exercise, conversion or exchange of any options, rights, warrants or other convertible or exchangeable securities if an adjustment shall previously have been made upon the issuance of such options, rights, warrants or other convertible or exchangeable securities. If any option, right, warrant or other convertible or exchangeable security expires or is cancelled without having been exercised, then, for the purposes of the adjustments set forth above, such option, right, warrant or other convertible or

exchangeable security shall have been deemed not to have been issued and the Conversion Price shall be adjusted accordingly. No holder of shares of Common Stock that were previously issued upon conversion of Convertible Preferred Stock shall have any obligation to redeem or cancel any such shares of Common Stock as a result of the operation of this clause (x).

(xi) For purposes of this subsection (h), "Net Aggregate Consideration" shall mean the total amount of consideration received by the Company for the issuance of (i) Common Stock or (ii) rights, warrants or other securities convertible into or exchangeable for shares of Common Stock, plus, if applicable, the minimum aggregate amount set forth in the terms of such rights, warrants or such other securities as payable to the Company upon the exchange, exercise or conversion thereof.

(i) Notwithstanding any provision to the contrary in this Section 7, the Company shall not be required to make any adjustment to the Conversion Price in the case of (i) the granting, after the First Issue Date, by the Company of stock options under a stock option plan of the Company approved by the Board so long as the shares of Common Stock underlying such options (net of any expired or terminated options under the Company's 1996 Stock Option Plan or 1999 Stock Option Plan prior to the First Issue Date) do not, in the aggregate, exceed 10% of the Fully Diluted Outstanding shares of Common Stock as of the First Issue Date (including the Common Stock issuable upon conversion of the Convertible Preferred Stock); *Provided*, that such Fully Diluted Outstanding shares of Common Stock shall be adjusted to reflect (a) any shares of Common Stock issuable upon conversion of shares of Convertible Preferred Stock that are issued and sold by the Company after the First Issue Date, (b) any shares of Common Stock issuable upon exercise of the options referred to in this clause (i), (c) any adjustments pursuant to Section 7(f) of this Article 1V.0 in the number of shares of Common Stock issuable upon conversion of the Convertible Preferred Stock and (d) any stock splits, reverse stock splits, combinations, stock dividends or similar transactions; and (ii) the issuance of shares of Common Stock pursuant to the exercise of the options referred to in clause (i) above or pursuant to the exercise, conversion or exchange of any options, rights, warrants or other convertible or exchangeable securities that are outstanding as of the First Issue Date.

(j) In case of any Organic Change, each share of Convertible Preferred Stock then outstanding, other than those shares to be redeemed pursuant to Section 6 hereof, shall thereafter be convertible into, in lieu of the Common Stock issuable upon such conversion prior to consummation of such Organic Charge, the kind and amount of shares of stock and other securities and property receivable (including cash) upon the consummation of such Organic Change by a holder of that number of shares of Common Stock into which one share of Convertible Preferred Stock was convertible immediately prior to such Organic Change (including, on a pro rata basis, the cash, securities or property received by holders of Common Stock in any tender or exchange offer that is a step in such Organic Change). In case securities or property other than Common Stock shall be issuable or deliverable upon conversion as aforesaid, then all references in this Section 7 shall be deemed to apply, so far as appropriate and nearly as may be, to such other securities or property.

(k) In case at any time or from time to time the Company shall pay any stock dividend or make any other non-cash distribution to the holders of its Common Stock, or shall offer for subscription pro rata to the holders of its Common Stock any additional shares of stock of any class or any other right, or there shall be any capital reorganization or reclassification of the Common Stock or consolidation or merger of the Company with or into another corporation, or any sale or conveyance to another corporation of the property of the Company as an entirety or substantially as an entirety, or there shall be a voluntary or involuntary dissolution,

liquidation or minding up of the Company, then, in any one or more of said cases, the Company shall give at least twenty (20) days' prior written notice to the registered holders of the Convertible Preferred Stock at the addresses of each as shown on the books of the Company as of the date on which (i) the books of the Company shall close or a record shall be taken for such stock dividend, distribution or subscription rights or (ii) such reorganization, reclassification, consolidation, merger, sale or conveyance, dissolution, liquidation or winding up shall take place, as the case may be. Such notice shall also specify the date as of which the holders of the Common Stock of record shall participate in said dividend, distribution or subscription rights or shall be entitled to exchange their Common Stock for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, sale or conveyance or participate in such dissolution, liquidation or winding up, as the case may be. Failure to give such notice shall not invalidate any action so taken.

8. *Reports as to Adjustments.* Upon any adjustment of the Conversion Price then in effect and any increase or decrease in the number of shares of Common Stock issuable upon the operation of the conversion set forth in Section 7, then, and in each such case, the Company shall promptly deliver to each holder of the Convertible Preferred Stock, a certificate signed by the President or a Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Company setting forth in reasonable detail the event requiring the adjustment and the method by which such adjustment was calculated and specifying the Conversion Price then in effect following such adjustment and the 'increased or decreased number of shares issuable upon the conversion granted by Section 7, and shall set forth in reasonable detail the method of calculation of each and a brief statement of the facts requiring such adjustment. Where appropriate, such notice to holders of the Convertible Preferred Stock may be given in advance.

9. *Certain Covenants.* Any registered holder of Convertible Preferred Stock may proceed to protect and enforce its rights and the rights of such holders by any available remedy by proceeding at law or in equity to protect and enforce any such rights, whether for the specific enforcement of any provision in this Article IV.C or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

10. *No Reissuance of Preferred Stock.* No Convertible Preferred Stock acquired by the Company by reason of redemption, purchase, or otherwise shall be reissued, and all such shares shall be cancelled, retired and eliminated from the shares which the Company shall be authorized to issue.

11. *Notices.* All notices to the Company permitted hereunder shall be personally delivered or sent by first class mail, postage prepaid, addressed to its principal office located at 9665 Chesapeake Drive, Suite 300, San Diego, California 92123, or to such other address at which its principal office is located, and all notices to the holders of the Convertible Preferred Stock shall be given at their addresses appearing on the books of the Company.

ARTICLE V

In furtherance and not in limitation of the powers conferred by statute, the Board of Directors shall have the power, both before and after any receipt of any payment for any of the Company's capital stock, to adopt, amend, repeal or otherwise alter the Bylaws of the Company (except so far as the Bylaws of the Company adopted by the stockholders shall otherwise provide). Any bylaws adopted by the directors under the powers conferred hereby may be amended or repealed by the directors or by the stockholders.

ARTICLE VI

Election of directors need not be by written ballot unless the Bylaws of the Company shall so provide.

ARTICLE VII

Subject to the other terms of this Certificate of Incorporation, the Company reserves the right to adopt, amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute and this Certificate of Incorporation, and all rights conferred on stockholders herein are granted subject to this reservation.

ARTICLE VIII

A. To the fullest extent permitted by the General Corporation Law of the State of Delaware, a director of the Company shall not be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director. Any repeal or modification of this paragraph shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of the Company with respect to any act or omission occurring prior to the time of such repeal or modification.

B. The Company shall indemnify to the fullest extent permitted by the General Corporation Law of the State of Delaware any person who has been made, or is threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the Company), by reason of the fact that the person is or was a director or officer of the Company, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to an employee benefit plan of the Company, or serves or served at the request of the Company as a director, or as an officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust or other enterprise. In addition, the Company shall pay for or reimburse any expenses incurred by such persons who are parties to such proceedings, in advance of the final disposition of such proceedings, to the full extent permitted by the General Corporation Law of the State of Delaware.

C. Neither any amendment nor repeal of this Article VIII, nor the adoption of any provisions of this Certificate of Incorporation inconsistent with this Article VIII, shall eliminate or reduce the effect of this Article VIII in respect of any matter occurring or arising or that, but for this Article VIII, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

IN WITNESS WHEREOF, High Technology Solutions, Inc. has caused this Amended and Restated Certificate of Incorporation to be executed by its Chief Executive Officer and Secretary on this 2nd day of January, 2002.

/s/ Allan J. Camaisa

Allan J. Camaisa, Chief Executive
Officer and Secretary

CERTIFICATE OF AMENDMENT OF
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
HIGH TECHNOLOGY SOLUTIONS, INC.

High Technology Solutions, Inc., a company organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "*Company*"), DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of the Company (the "*Board*"), by written consent effective December 17, 2003, adopted resolutions setting forth proposed amendments of the Amended and Restated Certificate of Incorporation of the Company, declaring said amendments to be advisable and authorizing and directing the officers and directors of the Company to solicit the consent of the stockholders of the Company for consideration thereof.

Therefore, Subsection 6(a) of "Article IV" of the Amended and Restated Certificate of Incorporation of the Company is hereby amended to read as follows:

"6. ***Redemption of Convertible Preferred Stock*.**

(a) If any Organic Change (other than a Qualified Sale) shall occur, the Company, at the option of any holder of outstanding Convertible Preferred Stock (as exercised pursuant to this Section 6(a)), shall redeem, at a redemption price equal to the sum of the Liquidation Preference per share plus an amount equal to all accrued and unpaid dividends per share (the "Redemption Price"), those outstanding shares of Convertible Preferred Stock which such holder shall have elected to redeem. Such redemption shall occur immediately prior to or simultaneously with the consummation of such Organic Change. The Company shall give written notice of any such Organic Change, stating the substance and intended date of consummation thereof, not more than sixty (60) Business Days nor less than twenty (20) Business Days prior to the date of consummation thereof, to each holder of Convertible Preferred Stock, unless such notice period shall be shortened or waived by the affirmative vote or written consent of the Required Holders. Any holder of the Convertible Preferred Stock shall have fifteen (15) Business Days (the "Notice Period") from the date of the receipt of such notice to demand (by written notice mailed to the Company) redemption of all or any portion of the shares of Convertible Preferred Stock held by such holder, unless the Notice Period shall be shortened or waived by the affirmative vote or written consent of the Required Holders."

SECOND: Subsection 7(k) of "Article IV" of the Amended and Restated Certificate of Incorporation of the Company is hereby amended to read as follows:

"(k) In case at any time or from time to time the Company shall pay any stock dividend or make any other non-cash distribution to the holders of its Common Stock, or shall offer for subscription pro rata to the holders of its Common Stock any additional shares of stock of any class or any other right, or there shall he any capital reorganization or reclassification of the Common Stock or consolidation or merger of the Company with or into another corporation, or any sale or conveyance to another corporation of the property of the Company as an entirety or substantially as an entirety, or there shall be a voluntary or involuntary dissolution liquidation or winding up of the Company, then, in any one or more of said eases, the Company shall give at least twenty (20) days' prior written notice to the registered holders of the Convertible Preferred Stock at the addresses of each as shown on the books of the Company as of the date on which (i) the books of the Company shall close or a record shall be taken for such stock dividend, distribution or subscription rights or (ii) such reorganization, reclassification, consolidation, merger, sale or conveyance, dissolution, liquidation or winding up shall take place, as the case may be, provided, however, that any such notice period referred to in this Subsection 7(k) may be shortened or waived by the affirmative vote or written consent of the Required Holders. Such

notice or waiver of notice related thereto shall also specify the date as of which the holders of the Common Stock of record shall participate in said dividend, distribution or subscription rights or shall be entitled to exchange their Common Stock for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, sale or conveyance or participate in such dissolution, liquidation or winding up, as the case may be. Failure to give, shorten or waive such notice shall not invalidate any action so taken."

THIRD: The Certificate of Amendment of the Amended and Restated Certificate of Incorporation has been duly adopted by the shareholders of the Company in accordance with the provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware, and prompt written notice was duly given pursuant to Section 228 to those stockholders who did not approve the Amended and Restated Certificate of Incorporation by written consent.

FOURTH: That said amendments shall become effective upon filing of the Certificate of Amendment with the Secretary of State of Delaware.

IN WITNESS WHEREOF, the Company has caused this Certificate of Amendment of the Amended and Restated Certificate of Incorporation to be signed by Alan Camaisa, its Chief Executive Officer this 18 day of December, 2003.

HIGH TECHNOLOGY SOLUTIONS, INC.

By: /s/ Allan J. Camaisa

Allan J. Camaisa
Its: Chief Executive officer

CERTIFICATE OF MERGER
OF
HORSESHOE MERGER SUB, INC.
INTO
HIGH TECHNOLOGY SOLUTIONS, INC.
(Pursuant to Section 251 of the
Delaware General Corporation Law)

The undersigned corporation, organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

FIRST: Pursuant to an Agreement and Plan of Merger and Reorganization (the "**Merger Agreement**"), dated as of December 22, 2003, by and among Wireless Facilities, Inc., a Delaware corporation, WFI Government Services, Inc., a Delaware corporation, Horseshoe Merger Sub, Inc., a Delaware corporation ("**Merger Sub**"), High Technology Solutions, Inc., a Delaware corporation ("**HTS**") and certain stockholders of HTS, Merger Sub will be merged with and into HTS, with HTS being the surviving corporation.

SECOND: That the name and state of incorporation of each of the constituent corporations of the merger are as follows:

Name	State of Incorporation
High Technology Solutions, Inc.	**Delaware**
Horseshoe Merger Sub, Inc.	**Delaware**

THIRD: That the Merger-Agreement has been approved, adopted, certified, executed, and acknowledged by Merger Sub and HTS in accordance with the requirements of Section 251 of the General Corporation Law of the State of Delaware.

FOURTH: That the merger shall become effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

FIFTH: That the name of the surviving corporation of the merger is High Technology Solutions, Inc.

SIXTH: That the Certificate of Incorporation of the surviving corporation shall be in the form attached as Exhibit A.

SEVENTH: That the executed Merger Agreement is on file at the principal place of business of High Technology Solutions, Inc, located at 9771 Clairemont Mesa Boulevard, Suite A, San Diego, California 92124.

EIGHTH: That a copy of the Merger Agreement will be famished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation to the merger.

NINTH: That this Certificate of Merger shall be effective upon filing.

IN WITNESS WHEREOF, HTS has caused this Certificate of Merger to be signed by its Chief Financial Officer on January 5, 2004.

HIGH TECHNOLOGY SOLUTIONS, INC.

By: /s/ Alan Stewart

Alan Stewart,
Chief Financial Officer

Exhibit A

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
HIGH TECHNOLOGY SOLUTIONS, INC.

FIRST: The name of the corporation is:

High Technology Solutions, Inc.

SECOND: The address of its registered office in the State of Delaware is 1209 Orange Street in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The corporation is authorized to issue one class of stock, to be designated "Common Stock," with a par value of $.01 per share. The total number of shares of Common Stock that the corporation shall have authority to issue is 3,000.

FIFTH: The business and affairs of the corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authority expressly conferred upon them by statute or by this Certificate of Incorporation of the Bylaws of the corporation, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the corporation. Election of directors need not be by written ballot, unless the Bylaws so provide.

SIXTH: The Board of Directors is authorized to make, adopt, amend, alter or repeal the Bylaws of the corporation. The stockholders shall also have power to make, adopt, amend, alter or repeal the Bylaws of the corporation.

SEVENTH: To the fullest extent permitted by the Delaware General Corporation Law, as the same exists or may hereafter be amended, a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Any repeal or modification of the foregoing provisions of this Article SEVENTH by the stockholders of the corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of or increase the liability of any director of the corporation with respect to any acts or omissions occurring prior to, such repeal modification.

STATE OF DELAWARE
CERTIFICATE FOR RENEWAL
AND REVIVAL OF CHARTER

This corporation organized under the laws of Delaware, the charter of which was voided for non-payment of taxes, now desires to procure a restoration, renewal and revival of its charter, and hereby certifies as follows:

1. The name of this corporation is High Technology Solutions, Inc.

2. Its registered office in the State of Delaware is located at 1209 Orange Street, City of Wilmington Zip Code 19801 County of New Castle the name and address of its registered agent is The Corporation Trust Company, 1209 Orange Street, Wilmington, DE 19801.

3. The date of filing of the original Certificate of Incorporation in Delaware was September 18, 1990.

4. The date when restoration, renewal, and revival of the charter of this company is to commence is the 29th day of February 2009, same being prior to the date of the expiration of the charter. This renewal and revival of the charter of this corporation is to be perpetual.

5. This corporation was duly organized and carried on the business authorized by its charter until the 1st day of March A.D 2004. at which time its charter became inoperative and void for non-payment of taxes and this certificate for renewal and revival is filed by authority of the duly elected directors of the corporation in accordance with the laws of the State of Delaware.

IN TESTIMONY WHEREOF, and in compliance with the provisions of Section 312 of the General Corporation Law of the State of Delaware, as amended, providing for the renewal, extension and restoration of charters, Alan R. Stewart the last and acting authorized officer hereunto set his/her hand to this certificate this 1st day of June A.D. 2004.

By: /s/ Alan R. Stewart

Authorized Officer

Name: Alan R. Stewart

Title Secretary & CFO

AGREEMENT OF MERGER

This Agreement of Merger (this *"**Agreement**")* is entered into as of June 1,2004, by and between WEI Government Services, Inc,, a Delaware corporation ("***WGS***") and wholly owned subsidiary of Wireless Facilities, Inc., a Delaware corporation ("***WFI***") and High Technology Solutions, Inc., a Delaware corporation (the *"**HTS**")* and wholly owned subsidiary of WGS.

RECITALS:

WHEREAS, WGS is a corporation duly organized and existing under the laws of the State of Delaware;

WHEREAS, HTS is a corporation duly organized and existing under the laws of the State of Delaware;

WHEREAS, the respective Boards of Directors of WFI, WGS and FITS have determined that it is advisable and to the advantage of the said corporations *and* their stockholders that WGS merge with and into HTS upon the terms and conditions herein provided; and

WHEREAS, the respective Boards of Directors of WGS and HTS, and WFI as the sole stockholder of WGS, have adopted and approved this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, WGS and HT'S hereby agree as follows:

AGREEMENT:

1. *Merger, Effective Time.* WGS *shall* be merged with and into HTS (the "***Merger***') at such time as this Agreement is made effective in accordance with applicable law (the "***Effective Time***").

2. *Surviving Corporation.* At the Effective Time, WGS shall be merged with and into the HTS, HTS shall survive the Merger (the "***Surviving Corporation***") and all of the property, rights, privileges, powers, and franchises of WGS and HTS shall vest in the Surviving Corporation, and all debts, liabilities and duties of WGS and HTS shall became the debts, liabilities and duties of the Surviving Corporation and shall continue unaffected and unimpaired by the Merger, At the Effective Time, the separate existence of WGS shall cease.

3. *Effect of the Merger.* The Merger shall have the effects set forth in Section 259 of the Delaware General Corporation Law.

4. *Further Action.* If, at any time after the Effective Time, any further action is determined to be necessary or desirable to carry out the purposes of this Agreement or to vest the Surviving Corporation with full right, title and possession of and to all rights and property of WGS and HTS, the officers and directors of the Surviving Corporation shall be fully authorized (in the name of WGS, in the name of the HTS and otherwise) to take such action.

5. *Organization of WGS.*

   a. WGS was incorporated under the laws of the State of Delaware on December 17, 2003.

   b. WGS is authorized to issue an aggregate of 3000 shares of Common Stock ($.01 par value) ("***WGS Common Stock***").

   c, As of the record date for purposes of voting an the Merger, 3000 shares of WGS Common Stock were outstanding,

6; *Organization of HTS.*

a HTS was incorporated under the laws of the State of Delaware on September 18, 1990.

b. HTS is authorized to issue an aggregate of 3000 shares of Common Stock ($.01 par value) ("***HTS Common Stock***").

c, As of the record date for purposes of voting on the Merger, an aggregate of 3000 shares of HTS Common Stock were outstanding.

7. *Effect on Shares.* At the Effective Time, by virtue of the Merger and without any further action on the part of WGS, HTS or the stockholder of WGS or HTS;

i. each one share of WGS Common Stock outstanding immediately prior to the Effective Time shall be changed and converted into one (1) fully paid and nonassessable shares of HTS Common Stock; and

ii. each share of HTS Common Stock outstanding immediately prior to the Effective Time shall be canceled and retired without considered and resume the status of authorized and unissued shares of HTS Common Stock, and no shares of HTS Common Stock or other securities of HTS Audi be issued in respect thereof,

8. *Stock Certificates.* At the Effective Time, all of the outstanding certificates which prior to that time represented shares of WGS Common Stock shall be deemed for all purposes to evidence ownership of and to represent the shares of HTS Common Stock into which the shares of WGS Common Stock represented by such certificates have been converted as herein provided. The registered owner on the books and records of WGS or its transfer agent of any such outstanding stock certificate shall, until such certificate shall have been surrendered for transfer or otherwise accounted for to HTS or its transfer agent, have and be entitled to exercise any voting and other rights with respect to and to receive any dividend and other distributions upon the shares of HTS Common Stock evidenced by such outstanding certificate as provided above.

9. *Options, Warrants and All Other Rights to Purchase Stock.* Upon the Effective Time, each outstanding option, warrant or other right to purchase one share of WGS Common Stock shall be convened into and become an option, warrant or right to purchase one (1) share of HTS Common Stock upon the terms and subject to the conditions as set forth in the agreements entered into by WGS pertaining to such options, warrants or rights. A number of shares of HTS Common Stock shall be reserved for purposes of such options, warrants and rights equal to the number of shares of HTS Common Stock issuable upon exercise of such options, warrants or rights immediately following the Effective Time. As of the Effective Time, HTS shall assume all obligations of WGS under agreements pertaining to such options, warrants and rights, and the outstanding options, warrants or other rights, or portions thereof, granted pursuant thereto.

10. *Governing Documents.* The Certificate of Incorporation and Bylaws of HTS in effect at the Effective Time shall continue to be the Certificate of Incorporation and Bylaws of the Surviving Corporation without change or amendment until further amended in accordance with the provisions thereof and applicable laws,

11. *Directors and Officers.* The directors and officers of HTS immediately prior to the Effective Time be the directors and officers of the Surviving Corporation.

12. *Covenants of HTS.* HTS covenants and agrees that it will, on or before the Effective Time:

a. Qualify to do business as a foreign corporation in the State of California, and in all other states in which WGS is so qualified and in which the failure to so qualify would have a material adverse impact on the business or financial condition of HTS. In connection therewith, HTS has appointed an agent for service of process as required under the provisions of Section 2105 of the California Corporations Code and under applicable provisions of state law in other states in which qualification is required hereunder,

b. File any and all documents with the California Franchise Tax Board necessary to the assumption by HTS of all of the franchise tax liabilities of WGS.

13. *Amendment.* This Agreement may be amended by the parties hereto prior to the Effective Time before or after approval hereof by the stockholder of WGS and HTS, but after such approval, no amendment shall be made that by law requires the further approval of such stockholder without obtaining such approval. This Agreement may not he amended except by an instrument in writing signed on behalf of each of the parties hereto.

14. *Counterparts.* In order to facilitate the filing and recording of this Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN **WITNESS** WHEREOF, the undersigned parties have executed this Agreement as of the date first set forth above.

WFI Governmental Services Inc.,
a Delaware corporation

By: /s/ Eric M. DeMarco

Eric M. DeMarco, President

High Technology Solutions, Inc.
a Delaware corporation

By: /s/ William D. Green

William D. Green, President

[SIGNATURE PAGE TO AGREEMENT OF MERGER]

CERTIFICATE OF AMENDMENT
OF THE
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
HIGH TECHNOLOGY SOLUTIONS, INC.

High Technology Solutions, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), hereby certifies as follows:

1. Article FIRST of the Corporation's Certificate of Incorporation (the "Certificate of Incorporation") is hereby amended and restated in its entirety to read as follows:

"FIRST: The name of the corporation is

WFI Government Services, Inc."

2. The foregoing amendment of the Certificate of Incorporation has been duly adopted by the Corporation's Board of Directors and sole stockholder in accordance with the provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

3. This amendment to the Corporation's Certificate of Incorporation shall be effective on and as of the date of filing of this Amended and Restated Certificate of Amendment with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, High Technology Solutions, Inc. has caused this Certificate of Amendment to be signed by Alan Stewart, Sr. Vice President, CFO & Secretary, this 9th day of August, 2004.

HIGH TECHNOLOGY SOLUTIONS, INC.

By /s/ Alan Stewart

Alan Stewart

Title:

Sr. VP, CFO & Secretary

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of WFI Government Services, Inc., resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting for the proposed amendment is as follows:

NOW, THEREFORE, BE IT RESOLVED, that Article I of the Corporation's Amended and Restated Certificate of Incorporation be, and it hereby is, amended in its entirety to read as follows:

ARTICLE I

The name of the corporation (the "Company") is Kratos Government Solutions, Inc.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That the capital of said corporation shall not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 11th day of September, 2007.

By: /s/ Adam Larson

Title: Secretary

Name: Adam Larson

QuickLinks

Exhibit 3.41

BYLAWS OF
KRATOS GOVERNMENT SOLUTIONS, INC.

ARTICLE I
STOCKHOLDERS

1.1 *Place of Meetings.* All meetings of stockholders shall be held at such place within or without the State of Delaware as may be designated from time to time by the Board of Directors or the President and Chief Executive Officer.

1.2 *Annual Meeting.* The annual meeting of stockholders for the election of directors and for the transaction of such other business as may properly be brought before the meeting shall be held on a date to be fixed by the Board of Directors at the time and place to be fixed by the Board of Directors and stated in the notice of the meeting.

1.3 *Special Meetings.* Special meetings of stockholders may be called at any time by the Board of Directors, the Chairman of the Board or the President or the holders of record of not less than 10% of all shares entitled to cast votes at the meeting, for any purpose or purposes prescribed in the notice of the meeting and shall be held at such place, on such date and at such time as the Board may fix. Business transacted at any special meeting of stockholders shall be confined to the purpose or purposes stated in the notice of meeting.

1.4 *Notice of Meetings.* Written notice of each meeting of stockholders, whether annual or special, shall be given not less than 10 nor more than 60 days before the date on which the meeting is to be held, to each stockholder entitled to vote at such meeting, except as otherwise provided herein or as required by law (meaning here and hereafter, as required from time to time by the Delaware General Corporation Law or the Certificate of Incorporation). The notices of all meetings shall state the place, date and hour of the meeting. The notice of a special meeting shall state, in addition, the purpose or purposes for which the meeting is called. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the corporation.

1.5 *Voting List.* The officer who has charge of the stock ledger of the corporation shall prepare, at least 10 days before each 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 10 days prior to the meeting, 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 whole time of the meeting, and may be inspected by any stockholder who is present. This list shall determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

1.6 *Quorum.* Except as otherwise provided by law or these Bylaws, the holders of a majority of the shares of the capital stock of the corporation entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business, If a quorum shall fail to attend any meeting, the chairman of the meeting or the holders of a majority of the shares of stock entitled to vote who are present, in person or by proxy, may adjourn the meeting to another place, date or time.

If a notice of any adjourned special meeting of stockholders is sent to all stockholders entitled to vote thereat, stating that it will be held with those present constituting a quorum, then except as

otherwise required by law, those present at such adjourned meeting shall constitute a quorum, and all matters shall be determined by a majority of the votes cast at such meeting.

1.7 *Adjournments.* Any meeting of stockholders may be adjourned to any other time and to any other place at which a meeting of stockholders may be held under these Bylaws by the Chairman of the meeting or, in the absence of such person, by any officer entitled to preside at or to act as Secretary of such meeting, or by the holders of a majority of the shares of stock present or represented at the meeting and entitled to vote, although less than a quorum. When a meeting is adjourned to another place, date or time, written notice need not be given of the adjourned meeting if the place, date and time thereof are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than 30 days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place, date, and time of the adjourned meeting shall be given in conformity herewith. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting.

1.8 *Voting and Proxies.* Each stockholder shall have one vote for each share of stock entitled to vote held of record by such stockholder and a proportionate vote for each fractional share so held, unless otherwise provided by law or in the Certificate of Incorporation. Each stockholder of record entitled to vote at a meeting of stockholders may vote in person or may authorize any other person or persons to vote or act for him by written proxy executed by the stockholder or his authorized agent or by a transmission permitted by law and delivered to the Secretary of the corporation. No stockholder may authorize more than one proxy for his shares. Any copy, facsimile transmission or other reliable reproduction of the writing or transmission created pursuant to this Section may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile transmission or other reproduction shall be a complete reproduction of the entire original writing or transmission.

1.9 *Action at Meeting.* When a quorum is present at any meeting, any election shall be determined by a plurality of the votes cast by the stockholders entitled to vote at the election, and all other matters shall be determined by a majority of the votes cast affirmatively or negatively on the matter (or if there are two or more classes of stock entitled to vote as separate classes, then in the case of each such class, a majority of each such class present or represented and voting affirmatively or negatively on the matter) shall decide such matter, except when a different vote is required by express provision of law, the Certificate of Incorporation or these Bylaws.

All voting, including on the election of directors, but excepting where otherwise required by law, may be by a voice vote; provided, however, that upon demand therefor by a stockholder entitled to vote or his or her proxy, a stock vote shall be taken. Every stock vote shall be taken by ballot, each of which shall state the name of the stockholder or proxy voting and such other information as may be required under the procedure established for the meeting. Every vote taken by ballot shall be counted by an inspector or inspectors appointed by the chairman of the meeting. The corporation may, and to the extent required by law, shall, in advance of any meeting of stockholders, appoint one or more inspectors to act at the meeting and make a written report thereof. The corporation may designate one or more persons as an alternate inspector to replace any inspector who fails to act If no inspector or alternate is able to act at a meeting of stockholders, the person presiding at the meeting may, and to the extent required by law, shall, appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath to faithfully execute the duties of inspector with strict impartiality and according to the best of his or her ability.

1.10 *Stockholder Action Without Meeting.* Any action which may be taken at any annual or special meeting of stockholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the actions so taken, is signed by the holders of outstanding shares having not

less than the minimum number of votes which would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. All such consents shall be filed with the Secretary of the corporation and shall be maintained in the corporate records. Prompt notice of the taking of a corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

An electronic transmission consenting to an action to be taken and transmitted by a stockholder, or by a proxy holder or other person authorized to act for a stockholder, shall be deemed to be written, signed and dated for the purpose of this Section 1.10, provided that such electronic transmission sets forth or is delivered with information from which the corporation can determine (i) that the electronic transmission was transmitted by the stockholder or by a person authorized to act for the stockholder and (ii) the date on which such stockholder or authorized person transmitted such electronic transmission. The date on which such electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered to the corporation by delivery to its principal place of business or an officer or agent of the corporation having custody of the books in which proceedings of meetings of stockholders are recorded.

1.11 *Meetings by Remote Communication.* If authorized by the Board of Directors, and subject to such guidelines and procedures as the Board may adopt, stockholders and proxy holders not physically present at a meeting of stockholders may, by means of remote communication, participate in the meeting and be deemed present in person and vote at the meeting, whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (i) the corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxy holder, (ii) the corporation shall implement reasonable measures to provide such stockholders and proxy holders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (iii) if any stockholder or proxy holder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the corporation.

ARTICLE II
BOARD OF DIRECTORS

2.1 *General Powers.* The business and affairs of the corporation shall be managed by or under the direction of a Board of Directors, who may exercise all of the powers of the corporation except as otherwise provided by law or the Certificate of Incorporation. In the event of a vacancy in the Board of Directors, the remaining directors, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled.

2.2 *Number and Term of Office.* The number of directors shall initially be three (3) and, thereafter, shall be fixed from time to time exclusively by the Board of Directors pursuant to a resolution adopted by a majority of the total number of authorized directors (whether or not there exist any vacancies in previously authorized directorships at the time any such resolution is presented to the Board for adoption). All directors shall hold office until the expiration of the term for which elected and until their respective successors are elected, except in the case of the death, resignation or removal of any director.

2.3 *Vacancies and Newly Created Directorships.* Subject to the rights of the holders of any series of Preferred Stock then outstanding, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death,

resignation, retirement, disqualification or other cause (other than removal from office by a vote of the stockholders) may be filled only by a majority vote of the directors then in office, though less than a quorum, or by the sole remaining director, and directors so chosen shall hold office for a term expiring at the next annual meeting of stockholders. No decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

2.4 *Resignation.* Any director may resign by delivering notice in writing or by electronic transmission to the President, Chairman of the Board or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

2.5 *Removal.* Subject to the rights of the holders of any series of Preferred Stock then outstanding, any directors, or the entire Board of Directors, may be removed from office at any time, with or without cause, by the affirmative vote of the holders of a majority of the voting power of all of the outstanding shares of capital stock entitled to vote generally in the election of directors, voting together as a single class. Vacancies in the Board of Directors resulting from such removal may be filled by a majority of the directors then in office, though less than a quorum, by the sole remaining director, or by the stockholders at the next annual meeting or at a special meeting called in accordance with Section 1.3 above. Directors so chosen shall hold office until the next annual meeting of stockholders.

2.6 *Regular Meetings.* Regular meetings of the Board of Directors may be held without notice at such time and place, either within or without the State of Delaware, as shall be determined from time to time by the Board of Directors; provided that any director who is absent when such a determination is made shall be given notice of the determination. A regular meeting of the Board of Directors may be held without notice immediately after and at the same place as the annual meeting of stockholders.

2.7 *Special Meetings.* Special meetings of the Board of Directors may be called by the Chairman of the Board, the President or two or more directors and may be held at any time and place, within or without the State of Delaware.

2.8 *Notice of Special Meetings.* Notice of any special meeting of directors shall be given to each director by the Secretary or by the officer or one of the directors calling the meeting. Notice shall be duly given to each director by (i) giving notice to such director in person or by telephone, electronic transmission or voice message system at least 24 hours in advance of the meeting, (ii) sending a facsimile, or delivering written notice by hand, to his last known business or home address at least 24 hours in advance of the meeting, or (iii) mailing written notice to his last known business or home address at least three days in advance of the meeting. A notice or waiver of notice of a meeting of the Board of Directors need not specify the purposes of the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

2.9 *Participation in Meetings by Telephone Conference Calls or Other Methods of Communication.* Directors or any members of any committee designated by the directors may participate in a meeting of the Board of Directors or such committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

2.10 *Quorum.* A majority of the total number of authorized directors shall constitute a quorum at any meeting of the Board of Directors. In the event one or more of the directors shall be disqualified to vote at any meeting, then the required quorum shall be reduced by one for each such director so disqualified; provided, however, that in no case shall less than $^1/_3$ of the number so fixed constitute a quorum. In the absence of a quorum at any such meeting, a majority of the directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting, until a quorum shall be present. Interested directors may be counted in determining the

presence of a quorum at a meeting of the Board of Directors or at a meeting of a committee which authorizes a particular contract or transaction.

2.11 *Action at Meeting.* At any meeting of the Board of Directors at which a quorum is present, the vote of a majority of those present shall be sufficient to take any action, unless a different vote is specified by law, the Certificate of Incorporation or these Bylaws.

2.12 *Action by Written Consent.* Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee of the Board of Directors may be taken without a meeting if all members of the Board or committee, as the case may be, consent to the action in writing or by electronic transmission, and the writings or electronic transmissions are filed with the minutes of proceedings of the Board or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

2.13 *Committees.* The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the corporation, with such lawfully delegated powers and duties as it therefor confers, to serve at the pleasure of the Board. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee, In the absence or disqualification of a member of a committee, the member or members of the committee present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors and subject to the provisions of the Delaware General Corporation Law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation and may authorize the seal of the corporation to be affixed to all papers which may require it. Each such committee shall keep minutes and make such reports as the Board of Directors may from time to time request. Except as the Board of Directors may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these Bylaws for the Board of Directors.

2.14 *Compensation of Directors.* Directors may be paid such compensation for their services and such reimbursement for expenses of attendance at meetings as the Board of Directors may from time to time determine. No such payment shall preclude any director from serving the corporation or any of its parent or subsidiary corporations in any other capacity and receiving compensation for such service.

2.15 *Nomination of Director Candidates.* Subject to the rights of holders of any class or series of Preferred Stock then outstanding, nominations for the election of Directors may be made by (i) the Board of Directors or a duly authorized committee thereof or (ii) any stockholder entitled to vote in the election of Directors.

ARTICLE III
OFFICERS

3.1 *Enumeration.* The officers of the corporation shall consist of a Chief Executive Officer, a President, a Secretary, a Chief Financial Officer, a Treasurer and such other officers with such other titles as the Board of Directors shall determine, including, at the discretion of the Board of Directors, a Chairman of the Board and one or more Vice Presidents and Assistant Secretaries. The Board of Directors may appoint such other officers as it may deem appropriate.

3.2 *Election.* Officers shall be elected annually by the Board of Directors at its first meeting following the annual meeting of stockholders. Officers may be appointed by the Board of Directors at any other meeting.

3.3 *Qualification.* No officer need be a stockholder. Any two or more offices may be held by the same person.

3.4 *Tenure.* Except as otherwise provided by law, by the Certificate of Incorporation or by these Bylaws, each officer shall hold office until his successor is elected and qualified, unless a different term is specified in the vote appointing him, or until his earlier death, resignation or removal.

3.5 *Resignation and Removal.* Any officer may resign by delivering his written resignation to the corporation at its principal office or to the President or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. Any officer elected by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors.

3.6 *Chairman of the Board.* The Board of Directors may appoint a Chairman of the Board. If the Board of Directors appoints a Chairman of the Board, he shall perform such duties and possess such powers as are assigned to him by the Board of Directors. Unless otherwise provided by the Board of Directors, he shall preside at all meetings of the stockholders, and, if he is a director, at all meetings of the Board of Directors.

3.7 *President.* The President shall, subject to the direction of the Board of Directors, have responsibility for the general management and control of the business and affairs of the corporation and shall perform all duties and have all powers which are commonly incident to the office of President or which are delegated to him or her by the Board of Directors. Unless otherwise designated by the Board of Directors, the President shall be the Chief Executive Officer of the corporation. The President shall, in the absence of or because of the inability to act of the Chairman of the Board, perform all duties of the Chairman of the Board and preside at all meetings of the Board of Directors and of stockholders. The President shall perform such other duties and shall have such other powers as the Board of Directors may from time to time prescribe. He or she shall have power to sign stock certificates, contracts and other instruments of the corporation which are authorized and shall have general supervision and direction of all of the other officers, employees and agents of the corporation, other than the Chairman of the Board.

3.8 *Vice Presidents.* Any Vice President shall perform such duties and possess such powers as the Board of Directors or the President may from time to time prescribe. In the event of the absence, inability or refusal to act of the President, the Vice President (or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors) shall perform the duties of the President and when so performing shall have at the powers of and be subject to all the restrictions upon the President. The Board of Directors may assign to any Vice President the title of Executive Vice President, Senior Vice President or any other title selected by the Board of Directors.

3.9 *Secretary and Assistant Secretaries.* The Secretary shall perform such duties and shall have such powers as the Board of Directors or the President may from time to time prescribe. ht addition, the Secretary shall perform such duties and have such powers as are incident to the office of the Secretary, including, without limitation, the duty and power to give notices of all meetings of stockholders and special meetings of the Board of Directors, to keep a record of the proceedings of all meetings of stockholders and the Board of Directors, to maintain a stock ledger and prepare lists of stockholders and their addresses as required, to be custodian of corporate records and the corporate seal and to affix and attest to the same on documents.

Any Assistant Secretary shall perform such duties and possess such powers as the Board of Directors, the Chief Executive Officer, the President or the Secretary may from time to time prescribe. In the event of the absence, inability or refusal to act of the Secretary, the Assistant Secretary (or if there shall be more than one, the Assistant Secretaries in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Secretary.

In the absence of the Secretary or any Assistant Secretary at any meeting of stockholders or directors, the person presiding at the meeting shall designate a temporary secretary to keep a record of the meeting.

3.10 *Chief Financial Officer.* Unless otherwise designated by the Board of Directors, the Chief Financial Officer shall be the Treasurer. The Chief Financial Officer shall perform such duties and shall have such powers as may from time to time be assigned to him by the Board of Directors, the Chief Executive Officer or the President. In addition, the Chief Financial Officer shall perform such duties and have such powers as are incident to the office of chief financial officer, including without limitation, the duty and power to keep and be responsible for all funds and securities of the corporation, to maintain the financial records of the corporation, to deposit funds of the corporation in depositories as authorized, to disburse such funds as authorized, to make proper accounts of such funds, and to render as required by the Board of Directors accounts of all such transactions and of the financial condition of the corporation.

3.11 *Salaries.* Officers of the corporation shall be entitled to such salaries, compensation or reimbursement as shall be fixed or allowed from time to time by the Board of Directors.

3.12 *Delegation of Authority.* The Board of Directors may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

ARTICLE IV
CAPITAL STOCK

4.1 *Issuance of Stock.* Unless otherwise voted by the stockholders and subject to the provisions of the Certificate of Incorporation, the whole or any part of any unissued balance of the authorized capital stock of the corporation or the whole or any part of any unissued balance of the authorized capital stock of the corporation held in its treasury may be issued, sold, transferred or otherwise disposed of by vote of the Board of Directors in such manner, for such consideration and on such terms as the Board of Directors may determine.

4.2 *Certificates of Stock.* Every holder of stock of the corporation shall be entitled to have a certificate, in such form as may be prescribed by law and by the Board of Directors, certifying the number and class of shares owned by him in the corporation. Each such certificate shall be signed by, or in the name of the corporation by, the Chairman or Vice Chairman, if any, of the Board of Directors, or the President or a Vice President, and the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the corporation. Any or all of the signatures on the certificate may be a facsimile.

Each certificate for shares of stock which are subject to any restriction on transfer pursuant to the Certificate of Incorporation, the Bylaws, applicable securities laws or any agreement among any number of shareholders or among such holders and the corporation shall have conspicuously noted on the face or back of the certificate either the full text of the restriction or a statement of the existence of such restriction.

4.3 *Transfers.* Except as otherwise established by rules and regulations adopted by the Board of Directors, and subject to applicable law, shares of stock may be transferred on the books of the corporation by the surrender to the corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment or power of attorney properly executed, and with such proof of authority or authenticity of signature as the corporation or its transfer agent may reasonably require. Except as may be otherwise required by law, the Certificate of Incorporation or the Bylaws, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect to such stock, regardless of any transfer, pledge or other disposition of such stock until the shares have been transferred on the books of the corporation in accordance with the requirements of these Bylaws.

4.4 *Lost, Stolen or Destroyed Certificates.* The corporation may issue a new certificate of stock in place of any previously issued certificate alleged to have been lost, stolen, or destroyed, upon such terms and conditions as the Board of Directors may prescribe, including the presentation of reasonable evidence of such loss, theft or destruction and the giving of such indemnity as the Board of Directors may require for the protection of the corporation or any transfer agent or registrar.

4.5 *Record Date.* The Board of Directors may fix in advance a record date for the determination of the stockholders entitled to notice of or to vote at any meeting of stockholders or to express consent (or dissent) to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights in respect of any change, concession or exchange of stock, or for the purpose of any other lawful action. Such record date shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 60 days prior to any other action to which such record date relates.

If no record date is fixed, 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 before the day on which notice is given, or, if notice is waived, at the close of business on the day before the day on which the meeting is held. The record date for determining stockholders entitled to express consent to corporate action in writing without a meeting when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is expressed. The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating to such purpose.

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

ARTICLE V
GENERAL PROVISIONS

5.1 *Fiscal Year.* The fiscal year of the corporation shall be as fixed by the Board of Directors.

5.2 *Corporate Seal.* The corporate seal shall be in such form as shall be approved by the Board of Directors.

5.3 *Waiver of Notice.* Whenever any notice whatsoever is required to be given by law, by the Certificate of Incorporation or by these Bylaws, a waiver of such notice either in writing signed by the

person entitled to such notice or such person's duly authorized attorney, or by electronic transmission or any other method permitted under the Delaware General Corporation Law, whether before, at or after the time stated in such waiver, or the appearance of such person or persons at such meeting in person or by proxy, shall be deemed equivalent to such notice.

5.4 *Actions with Respect to Securities of Other Corporations.* Except as the Board of Directors may otherwise designate, the Chief Executive Officer or President or any officer of the corporation authorized by the Chief Executive Officer or President shall have the power to vote and otherwise act on behalf of the corporation, in person or proxy, and may waive notice of, and act as, or appoint any person or persons to act as, proxy or attorney-in-fact to this corporation (with or without power of substitution) at any meeting of stockholders or shareholders (or with respect to any action of stockholders) of any other corporation or organization, the securities of which may be held by this corporation and otherwise to exercise any and all rights and powers which this corporation may possess by reason of this corporation's ownership of securities in such other corporation or other organization.

5.5 *Evidence of Authority.* A certificate by the Secretary, or an Assistant Secretary, or a temporary Secretary, as to any action taken by the stockholders, directors, a committee or any officer or representative of the corporation shall as to all persons who rely on the certificate in good faith be conclusive evidence of such action.

5.6 *Certificate of Incorporation.* All references in these Bylaws to the Certificate of Incorporation shall be deemed to refer to the Certificate of Incorporation of the corporation, as amended and in effect from time to time.

5.7 *Severability.* Any determination that any provision of these Bylaws is for any reason inapplicable, illegal or ineffective shall not affect or invalidate any other provision of these Bylaws.

5.8 *Pronouns.* All pronouns used in these Bylaws shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

5.9 *Notices.* Except as otherwise specifically provided herein or required by law, all notices required to be given to any stockholder, director, officer, employee or agent shall be in writing and may in every instance be effectively given by hand delivery to the recipient thereof, by depositing such notice in the mails, postage paid, or by sending such notice by facsimile or other electronic transmission in the manner provided in Section 232 of the Delaware General Corporation Law, or by commercial courier service. Any such notice shall be addressed to such stockholder, director, officer, employee or agent at his or her last known address as the same appears on the books of the corporation. The time when such notice shall be deemed to be given shall be the time such notice is received by such stockholder, director, officer, employee or agent, or by any person accepting such notice on behalf of such person, if delivered by hand, facsimile, other electronic transmission or commercial courier service, or the time such notice is dispatched, if delivered through the mails.

5.10 *Reliance Upon Books, Reports and Records.* Each director, each member of any committee designated by the Board of Directors, and each officer of the corporation shall, in the performance of his duties, be fully protected in relying in good faith upon the books of account or other records of the corporation, including reports made to the corporation by any of its officers, by an independent certified public accountant, or by an appraiser selected with reasonable care.

5.11 *Time Periods.* In applying any provision of these Bylaws which require that an act be done or not done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

5.12 *Facsimile Signatures.* In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws, facsimile signatures of any officer or officers of the corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.

5.13 *Annual Report.* For so long as the corporation has fewer than 100 holders of record of its shares, the mandatory requirement of an annual report under Section 1501 of the California Corporations Code is hereby expressly waived.

ARTICLE VI
AMENDMENTS

6.1 *By the Board of Directors.* Except as is otherwise set forth in these Bylaws, these Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the affirmative vote of a majority of the directors present at any regular or special meeting of the Board of Directors at which a quorum is present.

6.2 *By the Stockholders.* Except as otherwise set forth in these Bylaws, these Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the affirmative vote of the holders of at least a majority of the shares of the capital stock of the corporation issued and outstanding and entitled to vote at any annual meeting of stockholders, or at any special meeting of stockholders, provided notice of such alteration, amendment, repeal or adoption of new Bylaws shall have been stated in the notice of such special meeting.

ARTICLE VII
INDEMNIFICATION OF DIRECTORS AND OFFICERS

7.1 *Right to Indemnification.* Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative ("proceeding"), 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 is or was serving at the request of the corporation as a director or officer of another corporation, or as a controlling person of a partnership, joint venture, 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 or officer, or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said Law permitted the corporation to provide prior to such amendment) against all expenses, liability and loss reasonably incurred or suffered by such person in connection therewith and such indemnification shall 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, executors and administrators; *provided*, *however*, that except as provided in Section 7.2 of this Article VII, the corporation shall indemnify any such person seeking indemnity in connection with a proceeding (or part thereof) initiated by such person only if (a) such indemnification is expressly required to be made by law, (b) the proceeding (or part thereof) was authorized by the Board of Directors of the corporation, (c) such indemnification is provided by the corporation, in its sole discretion, pursuant to the powers vested in the corporation under the Delaware General Corporation Law, or (d) the proceeding (or part thereof) is brought to establish or enforce a right to indemnification under an indemnity agreement or any other statute or law or otherwise as required under Section 145 of the Delaware General Corporation Law. The rights hereunder shall be contract rights and shall include the right to be paid expenses incurred in defending any such proceeding in advance of its final disposition; *provided*, *however*, that, unless the Delaware General Corporation Law then so prohibits, the payment of such expenses incurred by a director or officer of the corporation in his or her capacity as a director or officer (and not in any other capacity in which

service was or is tendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) 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, to repay all amounts so advanced if it should be determined ultimately that such director or officer is not entitled to be indemnified under this Section or otherwise.

7.2 *Right of Claimant to Bring Suit.* If a claim under Section 7.1 is not paid in full by the corporation within 90 days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if such suit is not frivolous or brought in bad faith, the claimant shall be entitled to be paid also the expense 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 this corporation) that the claimant has not met the standards of conduct which make it permissible under the Delaware General Corporation Law for the corporation to indemnify the claimant for the amount claimed. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its stockholders) 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 set forth in the Delaware General Corporation Law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel or its stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct.

7.3 *Indemnification of Employees and Agents.* The corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and to the advancement of related expenses, to any employee or agent of the corporation to the fullest extent of the provisions of this Article with respect to the indemnification of and advancement of expenses to directors and officers of the corporation.

7.4 *Non-Exclusivity of Rights.* The rights conferred on any person in Sections 7.1 and 7.2 shall not be exclusive of any other right which such persons may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

7.5 *Indemnification Contracts.* The Board of Directors is authorized to enter into a contract with any director, officer, employee or agent of the corporation, or any person serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including employee benefit plans, providing for indemnification rights equivalent to or, if the Board of Directors so determines, greater than, those provided for in this Article VII.

7.6 *Insurance.* The corporation may maintain insurance to the extent reasonably available, at its expense, to protect itself and any such director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

7.7 *Effect of Amendment.* Any amendment, repeal or modification of any provision of this Article VII by the stockholders and the directors of the corporation shall not adversely affect any right or protection of a director or officer of the corporation existing at the time of such amendment, repeal or modification.

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Exhibit 3.42

CERTIFICATE OF INCORPORATION
OF
DELMARVA SYSTEMS CORP.

FIRST: The name of the Corporation is Delmarva Systems Corp., a corporation formed in accordance with the General Corporation Law of Delaware.

SECOND: The address of the Corporation's registered office in the State of Delaware is

14 Graham Court
Village of Drummond Hill
Newark., NCCo, DE 19711

The registered agent at such address shall be the corporation itself.

THIRD: 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.

FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is two hundred fifty (250) shares, no-par value.

FIFTH: The name and mailing address of the incorporator are as follows:

Name	Address
Eduard F. von Wettberg, III	c/o Morris, James, Hitchens & Williams 7th Floor Market Tower Wilmington, DE 19801

SIXTH: Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code, order a meeting of the creditors or class of creditors, and/or of the stockholder or class of stockholders 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 stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this 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 stockholders or class of stockholders, of this Corporation, as the case may be, and also on this Corporation.

SEVENTH: The original by-laws of the Corporation shall be adopted by the incorporator. Thereafter, the power to make, alter or repeal by-laws shall be in the Directors of the Corporation.

THE UNDERSIGNED, being the incorporator for the purpose of forming a corporation pursuant to Chapter I, Title 8, of the Delaware Code, entitled "General Corporation Law," and the acts amendatory thereof and supplemental thereto, if any, makes and files this Certificate of Incorporation, hereby declaring and certifying that the facts herein are true, and accordingly has set his hand and seal the twenty-sixth day of June, 1973.

In the Presence of:

/s/ Eduard F. Von Wettberg, III (SEAL)

Eduard F. von Wettberg, III

STATE OF DELAWARE)
) SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this twenty-sixth day of June, 1973, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Eduard F. von Wettberg, III, party to the foregoing Certificate of Incorporation, known to me personally to be such, and acknowledged the said Certificate to be his act and deed, and that the facts therein stated were truly set forth.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

Notary Public

CERTIFICATE FOR RENEWAL AND REVIVAL OF CHARTER

SEP 22 1981

DELMARVA SYSTEMS CORPORATION, a corporation organized under the laws of Delaware, the certificate of incorporation of which was filed is the office of the Secretary of State on the 26 day of JUNE 1973, and recorded in the office of the Recorder of Deeds for NEW CASTLE County, in Certificate of Incorporation Record _____, Vol. _____, Page _____, on the _____ day of _____, the charter of which was voided for non-payment of taxes, now desires to procure a restoration, renewal and revival of its charter, and hereby certifies as follows:

1. The name of this corporation is DELMARVA SYSTEMS CORPORATION.

2. The registered office in the State of Delaware is located at 14 GRAHAM COURT, City of NEWARK, County of NEW CASTLE and the name and address of its registered agent is CARL V. THOMAS, 14 GRAHAM COURT NEWARK, DELAWARE 19711.

3. The date when the restoration, renewal, and revival of the charter of this company is to commence is the 29th day of FEBRUARY, same being prior to the date of the expiration of the charter. This renewal and revival of the charter of this corporation is to be perpetual.

4. This corporation was duly organized and carried on the business authorized by its charter until the 1st day of March A.D., 1981, at which time its charter became inoperative and void for non-payment of taxes and this certificate for renewal and revival is filed by authority of the duly elected directors of the corporation in accordance with the laws of the State of Delaware.

IN TESTIMONY WHEREOF, and in compliance with the provisions of Section 312 of the General Corporation Law of the State of Delaware, as amended, providing for the renewal, extension and restoration of charters, CARL V. THOMAS the last and acting President, and CARL V. THOMAS, the last and acting Secretary of DELMARVA SYSTEMS CORPORATION, have hereunder set their hands to this certificate this 22 day of SEPTEMBER, 1981.

/s/ Carl V. Thomas

LAST AND ACTING PRESIDENT

ATTEST: /s/ Carl V. Thomas

LAST AND ACTING SECRETARY

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 12/30/1993
933655459—792651

AMENDMENT
TO
CERTIFICATE OF INCORPORATION
OF
DELMARVA SYSTEMS CORP.

The Certificate of Incorporation of DELMARVA SYSTEMS CORP. is amended by changing Articles FIRST AND FOURTH to read as follows:

"FIRST: The name of the Corporation is Delmarva Systems Corporation."

"FOURTH: The total number of shares of stock which the Corporation shall authority to issue is two thousand (2000) shares, no-par value."

I, THE UNDERSIGNED, being the President of the above-named corporation, do make and file this Amendment to the Certificate of Incorporation and certify that this Amendment has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware and hereby declare and certify that this is the act and deed of the corporation and the facts herein stated are true, and accordingly have hereunto set my hand and seal of this corporation this 29th day of December, 1993.

/s/ Carl V. Thomas

President

Attest:

/s/ Carl V. Thomas

Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:31 PM 12/07/2005
FILED 06:14 PM 12/07/2005
SRV 050997240—0792651 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of Delmarva Systems Corporation resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "First", so that, as amended said Article shall be and read as follows: "the name of the Corporation is WFI Delaware, Inc."

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and hold upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That the capital of said corporation shall not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 2nd day of December, 2005.

By: /s/ Chris Caulson
Authorized Officer

Title: Vice President, Finance

Name: Chris Caulson
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:23 PM 10/25/2007
FILED 01:57 PM 10/25/2007
SRV 071154693—0792651

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

WFI DELAWARE INC.

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify:

FIRST: That at a meeting of the Board of Directors of WFI Delaware Inc., resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting for the proposed amendment is as follows:

Now, THEREFORE, BE IT RESOLVED, that Article I of the Corporation's Certificate of Incorporation be, and it hereby is, amended in its entirety to read as follows:

FIRST: The name of the corporation is Kratos Mid-Atlantic, Inc.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That the capital of said corporation shall not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed this 24th day of October, 2007.

By: /s/ James R. Edwards

Title: Secretary

Name: James R. Edwards

QuickLinks

Exhibit 3.43

BY-LAWS

OF

KRATOS MID-ATLANTIC, INC.

ARTICLE I

OFFICES

Section 1. The registered office shall be at 14 Graham Court, Newark, Delaware.

Section 2. The corporation may also have offices at such other places both within and without Delaware as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. All meetings of the stockholders for the election of directors shall be held in New Castle County, Delaware, at such place as may be fixed from time to time by the board of directors, or at such other place either within or without Delaware as shall be designated from time to time by the board of directors and stated in the notice of the meeting. Meetings of stockholders for any other purpose may be held at such time and place, within or without Delaware, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of stockholders, commencing with the year 1974 shall be held on the third Wednesday of the third month following the close of the fiscal year if not a legal holiday, and if a legal holiday, then on the next secular day following, at 10:00 A.M., or at such other date and time as shall be designated from time to time by the board of directors and stated in the notice of the meeting, at which they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Written notice of the annual meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten nor more than fifty days before the date of the meeting.

Section 4. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten 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 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 whole time thereof, and may be inspected by any stockholder who is present.

Section 5. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the president and shall be called by the president or secretary at the request in writing of a majority of the board of directors, or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 6. Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than fifty days before the date of the meeting, to each stockholder entitled to vote at such meeting.

Section 7. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 8. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person, shall have the power to. adjourn the meeting from time to time, without notice other than the announcement at the meeting, until a quorum shall be present. At such adjourned meeting, at which a quorum snail be present, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 9. When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the certificate of incorporation a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 10. Each stockholder shall, at every meeting of the stockholders, be entitled to one vote in person for each share of the capital stock having voting power held by such stockholder.

Section 11. Whenever the vote of stockholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, by any provision of the statutes, the meeting and vote of stockholders may be dispensed with if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. If, pursuant to this provision, corporate action is taken without a meeting by less than unanimous written consent, prompt notice of the taking of such action shall be given to those stockholders who have not consented in writing.

ARTICLE III

DIRECTORS

Section 1. The number of directors which shall constitute the whole board shall be such number as shall be determined from time to time by resolution of the board of directors.

The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole board (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any

stockholder or stockholders holding at least ten percent of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships or to replace the directors chosen by the directors then in office.

Section 3. The business of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these by-laws directed or required to be exercised or done by the stockholders.

MEETING OF THE BOARD OF DIRECTORS

Section 4. The board of directors of the corporation may hold meetings, both regular and special, either within or without Delaware.

Section 5. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the stockholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present.

In the event of the failure of the stockholders to fix the time or place of such first meeting of the newly elected board of directors, or in the event such meeting is not held at the time and place so fixed by the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the board of directors, or as shall be specified in a written waiver signed by all of the directors.

Section 6. Regular meetings of the board of directors may be held without notice at such time and at such place as shall from time to time be determined by the board.

Section 7. Special meetings of the board may be called by the president on two days' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

Section 8. At all meetings of the board a majority of the directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the board of directors, except as may be otherwise specifically provided by statute or by the certificate of incorporation. If a quorum shall not be present at any meeting of the board of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 9. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken without a meeting, if all members of the board or committee, as the case may be, consent thereto in writing and the writing or writings are filed with the minutes of proceedings of the board or committee.

COMMITTEES OF DIRECTORS

Section 10. The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

Any such committee, to the extent provided in the resolution, shall have and may exercise the powers of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it provided,

however, that in the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors.

Section 11. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

COMPENSATION OF DIRECTORS

Section 12. The directors may be paid their expenses, if any, of attendance at each meeting of the board of directors and may be paid a fixed sum for attendance at each meeting of the board of directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any ocher capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

ARTICLE IV

NOTICES

Section 1. Whenever under the provisions of the statutes or of the certificate of incorporation or of these by-laws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as, it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or of the certificate of incorporation or of these by-laws, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE V

OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a vice-president, a secretary and a treasurer. The board of directors may also choose additional vice-presidents, and one or more assistant secretaries and assistant treasurers. Any number of offices may be held by the same person, unless the certificate of incorporation or these by-laws otherwise provide.

Section 2. The board of directors at its first meeting after each annual meeting of stockholders shall choose a president, one or more vice-presidents, a secretary and a treasurer.

Section 3. The board of directors may appoint such other officers and agents 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. The salaries of all officers and agents of the corporation shall be fixed by the board of directors. Any payments made to an officer of the corporation such as salary, commission, bonus, interest or rent, or entertainment expenses incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such officer to the corporation to the full extent of such disallowance. It shall be the duty of the directors, as a board, to

enforce payment of each such amount disallowed. In lieu of payment by the officer, subject to the determination of the directors, proportionate amounts may be withheld from his future compensation payments until the amount owed to the corporation has been recovered.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

THE PRESIDENT

Section 6. The president shall be the chief executive officer of the corporation, shall preside at all meetings of the stockholders and the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 7. He shall 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 of directors to some other officer or agent of the corporation.

THE VICE-PRESIDENTS

Section 8. In the absence of the president or in the event of his inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice-presidents shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

THE SECRETARY AND ASSISTANT SECRETARIES

Section 9. The secretary shall attend all meetings of the board of directors and all meetings of the stockholders and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he, or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors 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 his 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 of directors may from time to time prescribe.

THE TREASURER AND ASSISTANT TREASURERS

Section 11. The treasurer 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 of directors.

Section 12. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, an account of all his transactions as treasurer and of the financial condition of the corporation.

Section 13. If required by the board of directors, he shall give the corporation a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 14. The assistant treasurer, or if there shall be more than one, the assistant treasurers, in the order determined by the board of directors (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 his 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 of directors may from time to time prescribe.

ARTICLE VI

CERTIFICATES OF STOCK

Section 1. Every holder of stock in the corporation shall be entitled to have a certificate, signed by, or in the name of the corporation by, the chairman or vice-chairman of the board of directors or the president or a vice-president and the treasurer or an assistant treasurer, or the secretary or an assistant secretary of the corporation, certifying the number of shares owned by him in the corporation.

Section 2. Where a certificate is countersigned (1) by a transfer agent other than the corporation or its employee, or (2) by a registrar other than the corporation or its employee, any other signature on the certificate may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

LOST CERTIFICATES

Section 3. The board of directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the board of directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative to advertise the same in such manner as it shall be required and/or to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

TRANSFERS OF STOCK

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

FIXING RECORD DATE

Section 5. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution of 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 of directors may fix, in advance, a record date, which shall be not more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

REGISTERED STOCKHOLDERS

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered in its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE VII

GENERAL PROVISIONS

DIVIDENDS

Section 1. Dividends upon the capital stock of the corporation, subject to the provisions of the certificate of incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid cash, in property, or in shares of the capital stock, subject to the provisions of the certificate of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

ANNUAL STATEMENT

Section 3. The board of directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clear statement of the business and condition of the corporation.

CHECKS

Section 4. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

FISCAL YEAR

Section 5. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

SEAL

Section 6. The corporate seal shall have inscribed thereon the words "Corporate Seal, Delaware" and may include the name of the corporation and the year of its organization. The corporate seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced. The corporation may adopt for any transaction, without the specific leave of the directors, a seal which is different from its customary and usual seal; and it shall be sufficient in any document requiring the seal of the corporation if the officer executing such document on behalf of the corporation, being authorized to do so, writes or prints the word "Seal" or makes some similar mark.

ARTICLE VIII

AMENDMENTS

Section 1. These by-laws may be altered, amended or repealed or new by-laws may be adopted by the stockholders or by the board of directors, when such power is conferred upon the board of directors by the certificate of incorporation, at any regular meeting of the stockholders or of the board of directors or at any special meeting of the stockholders or of the board of directors if notice of such alteration, amendment, repeal or adoption of new by-laws be contained in the notice of such special meeting.

QuickLinks

Exhibit 3.44

Office Of The Secretary Of State
Corporations Division

Articles Of Amendment
Of
Articles Of Incorporation

Article One
The Name Of The Corporation Is:

WFI Georgia Inc.

Article Two
The Corporation Hereby Adopts The Following Amendment To Change The Name Of The Corporation.
The New Name Of The Corporation Is;

Kratos Southeast, Inc.

Article Three
The Amendment Was Duly Adopted By The Following Method (choose one box only)

- o The amendment was adopted by the incorporators prior to the issuance of shares.
- o The amendment was adopted by a sufficient vole of the shareholders.
- o The amendment was adopted by the board of directors without shareholder action as shareholder action was not required.

Article Four
The Date Of The Adoption Of The Amendment Was:

October 24, 2007

Article Five
The Undersigned Does Hereby Certify That A Notice To Publish The Filing Of Articles Of Amendment To Change The Corporation's Name Along With The Publication Fee Of $40.00 Has Been Forwarded To The Legal Organ Of The County Of The Registered Office As Required By O.C.G.A. §14-2-1006.1

IN WITNESS WHEREOF, the undersigned has executed these Articles Of Amendment

On November 5, 2007	/s/ Chris Caulson, Vice President
(Date)	(Signature And Capacity in which signing)

ARTICLES OF AMENDMENT
OF
SUNTECH SYSTEMS, INC.

Pursuant to the provisions of the Georgia Business Corporation Code, the corporation hereinafter named (the 'Corporation") does hereby adopt the following Articles of Amendment.

1. The name of the corporation is Suntech Systems, Inc.

2. Article 1 of the Articles of Incorporation of the corporation is hereby amended so as henceforth to read as follows:

The name of the Corporation is as follows, to wit:

"WFI Georgia Inc."

3. The Amendment herein provided for was adopted by the Board of Directors of the Corporation on December 2, 2005. without shareholder action in accordance with the provisions of Section 14-2-1005 of the Georgia Business Corporation Code. THE corporation has not issued shares. Shareholder action was not required.

4. The effective time and date of these Articles of Amendment shall be at the time and date it is filed.

/s/ Chris Caulson

Chris Caulson
Vice President, Finance

CERTIFICATE OF MERGER
OF
PRECISE POWER PLANNING, INC.,
a Georgia corporation
WITH AND INTO
SUNTECH SYSTEMS, INC.,
a Georgia corporation

I.

The Board of Directors and the sole shareholder of Precise Power Planning, Inc., a Georgia corporation ("Precise Power"), and the Board of Directors and the sole shareholder of SunTech Systems. Inc., a Georgia corporation ("SunTech Systems") have duly approved an Agreement and Plan of Merger pursuant to Section 14-2-1103 of the Georgia Business Corporation Code.

II.

Precise Power shall be merged with and into SunTech Systems, and the name of the surviving corporation shall be "SunTech Systems, Inc."

III.

The Articles of Incorporation of SunTech Systems shall be amended and restated as set forth in Exhibit "A" attached hereto.

IV.

The Bylaws of SunTech Systems shall be amended and restated as set forth in the Agreement and Plan of Merger.

V.

The Agreement and Plan of Merger, which has been duly authorized by all of the directors and all of the shareholders of Precise Power and SunTech Systems, is on file at the principal place of business of SunTech Systems, which is located at 844 Livingston Court, Marietta, Georgia 30067.

VI.

A copy of the Agreement and Plan of Merger will be provided by SunTech Systems, on request and without cost, to any shareholder of SunTech Systems or Precise Power.

VII.

This Certificate of Merger shall become effective on the date on which this Certificate of Merger is filed by the Secretary of State of Georgia.

IN WITNESS WHEREOF, this Certificate of Merger has been executed by the duly authorized officers of Precise Power and SunTech Systems on this 30th day of June, 2001.

SUNTECH SYSTEMS, INC., a Georgia corporation

By: /s/ David G. Fichtner

David G. Fichtner, President

PRECISE POWER PLANNING, INC., a Georgia corporation

By: /s/ Eric G. Fichtner

Eric G. Fichtner, President

EXHIBIT "A"

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
SUNTECH SYSTEMS, INC.

1.

The name of the Corporation (the "Corporation") is SUNTECH SYSTEMS, INC.

2.

The Corporation has authority to issue an aggregate of One Million (1,000,000) shares of stock having no par value that together have unlimited voting rights and that together are entitled to receive the net assets of the Corporation upon dissolution. Said shares of stock may be referred to as "Common Stock".

3.

The purpose for which the Corporation is organized is to conduct any business and engage in any activities not specifically prohibited to corporations for profit under the laws of the State of Georgia, and the Corporation shall have all powers necessary to conduct such businesses and engage in such activities, including but not limited to, the powers enumerated in the Georgia Business Corporation Code, or any amendment thereto.

4.

No director of the Corporation shall be liable to the Corporation or its shareholders for monetary damages for breach of duty-of care or other duty as a director, other than liability (i) for any appropriation, in violation of his duties, of any business opportunity of the Corporation, (ii) for acts or omissions which involve intentional misconduct or a knowing violation of law, (iii) for the types of liability set forth in Section 14-2-832 of the Georgia Business Corporation Code, or (iv) for any transaction from which the director derived an improper personal benefit. If the Georgia Business Corporation Code is hereafter amended to authorize the further limitation or elimination of the liability of a director, then the liability of a director of the Corporation shall be limited or eliminated to the fullest extent permitted by the amended Georgia Business Corporation Code. Any repeal or modification of this Article 4 shall be prospective only, and shall not adversely affect any. limitation or elimination of the personal liability of a director of the Corporation existing at the time of such repeal or modification.

5.

No shareholder shall have the preemptive right to subscribe for or to purchase any shares or other securities issued by the Corporation.

6.

The Corporation shall, to the fullest extent permitted by the provisions of the Georgia Business Corporation Code, as the same may be amended and supplemented, indemnify any and all persons whom it shall- have power to indemnify under said provisions from and against any and all of the expenses, liabilities or other matters referred to in, or covered by, said provisions, and any indemnification effected under this provision shall not be deemed exclusive of rights to which those indemnified may be entitled under any Bylaw, vote of shareholders 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, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

7.

Subject to the provisions of Section 14-2-704 of the Georgia Business Corporation Code, any action required by the Georgia Business Corporation-Code to be taken at a meeting of the shareholders of the Corporation or any action which may be taken -at a meeting of the shareholders may be taken without a meeting if written consent, setting forth the action so taken, shall be signed by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by classes) of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted.

8.

The duration of' the Corporation shall be perpetual.

9.

The street address and the county of the registered office of the Corporation in the State of Georgia is 844 Livingston Court, Marietta, Cobb County, Georgia 30067. The name of the registered agent of the Corporation at said registered office is David G. Fichtner.

10.

The mailing address of the principal office of -the Corporation is 844 Livingston Court, Marietta, Georgia 30067.

CERTIFICATE

I, Jennifer M. Crane hereby certify that a request for publication of the Notice of Merger by and between Precise Power Planning, Inc. and with and into SunTech Systems, Inc. and payment therefor have been mailed to the Marietta Daily Journal, as required by Section 14-2-1105.1 of the Georgia Business Corporation Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 11th day of July, 2001.

/s/ Jennifer M. Crane

Jennifer M. Crane

14-2-1006 Articles of amendment for:

(1) Suntech Electric, Inc.

(2) Suntech Electric, Inc. hereby gives notice of an article of amendment which will change the name of Suntech Electric, Inc. to Suntech Systems, Inc. The registered office of the corporation is located at 1675 Lower Roswell Road, Marietta, GA 30068.

(3) N/A

(4) Adopted this 3rd day of March, 1998.

(5) This amendment was adopted by the board of directors without shareholder action. Shareholder action was not required.

(6) N/A

14-2-1006.1 Publication of notice of change of name;

(a) The request for publication of a notice of intent to file articles of amendment to change the name and payment therefor has been made as required by subsection (b) of Code section 14-2-1006.1.

I hereby verify-on behalf of Suntech Electric, Inc. that the above statements are true.

/s/ David G. Fichtner	3-3-98
David G. Fichtner—President	Date

STATE OF GEORGIA **COBB COUNTY**

ARTICLES OF INCORPORATION

OF

SUNTECH ELECTRIC, INC.

1.

The name of the Corporation is an follows, to wit:

SUNTECH ELECTRIC, INC.

2.

The Corporation is organized pursuant to the provisions of the Georgia Business Corporation Code.

3.

The Corporation has perpetual duration.

4.

The Corporation is a Corporation for profit and is organized for the following purposes:

A. To engage in the business of providing technical. electrical contracting and installation services to businesses and the general public.

B. To do all and everything necessary and proper for the accomplishment of any of the purposes, or the attaining of any of the objects, or the furtherance of the purposes and objects, enumerated in these Articles of Incorporation, or any amendment thereof, necessary and incidental to the protection and benefit of the Corporation, and, in general, either alone or in association with other associations, corporations, firms, or individuals, to carry on any lawful pursuit necessary or incidental to the accomplishment of the purposes or the attainment of the objects, or the furtherance of such purposes or objects, of this Corporation; and to enter into any other lawful business from time to time, without limitation.

5.

The Corporation has authority to issue not sore than FIFTY THOUSAND (50,000) shares of common stock of $1.00 par value.

6.

The Corporation shall not commence business until it shall have received not less than Five Hundred and No/100 ($500.00) Dollars in payment for the issuance of shares of stock.

7.

The initial Registered Office of the Corporation is 3651 Cherokee Road, Suite M-1, Acworth, Cobb County, Georgia 30101, and the name of its initial Registered Agent at such address is Jesse B. Brannan, III.

8.

The number of Directors constituting the initial Board of Directors is One (1), and the name and address of the person who shall serve as the Sole Director of the Corporation until the first Annual Meeting of Stockholders, or until their successor/s shall be elected and shall qualify, is:

DAVID G. FICHTNER
P.O. Box 71361
Marietta, Georgia 30067—1361

9.

The name and address of the incorporator is

Jesse E. Brennan, III
3651 Cherokee Road, Suite M-1
Acworth, Georgia 30101.

10.

A copy of the Certificate of the Secretary of State of the State of Georgia, attesting to the availability of the name for the Corporation, is attached hereto as an exhibit.

DATED, in Acworth, Georgia, this 22nd day of , 1990.

/s/ Jesse E. Brannen, III

Jesse E. Brannen, III,
Incorporator

JESSE E. BRANNEN, III, Attorney at Law
3651 Cherokee Road, Suite M-2
Acworth, Georgia 30101 (404) 974-8889

QuickLinks

Exhibit 3.45

AMENDED AND RESTATED BYLAWS OF KRATOS SOUTHEAST, INC.

ARTICLE I
SHAREHOLDERS

Section 1. Annual Meetings. The annual meeting of the shareholders for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held at such place, either within or without the State of Georgia, on such date and at such time as the Board of Directors may by resolution provide, or if the Board of Directors fails to provide, then such meeting shall be held at the principal office of the Corporation at 10:00 a.m. on the second Tuesday of the fourth month following the end of the fiscal year of the Corporation, or, if such date is a legal holiday, on the next following business day, provided that failure to hold the annual meeting shall not work a forfeiture or otherwise affect valid corporate acts. The Board of Directors may specify by resolution prior to any special meeting of shareholders held within the year that such meeting shall be in lieu of the annual meeting.

Section 2. Special Meeting: Call and Notice of Meetings. Special meetings of the shareholders may be called at any time by the Board of Directors, the President or upon written request of the holders of at least twenty-five (25%) percent of the outstanding common stock. A written demand by a shareholder for a special meeting may be revoked by a writing to that effect by the shareholder received by the Corporation prior to the call of the special meeting. Such special meetings shall be held at such place, either within or without the State of Georgia, as is stated in the call and notice thereof and only such business as is within the purpose or purposes described in the meeting notice may be conducted. Written notice of each meeting of shareholders, stating the time and place of the meeting, and the purpose of any special meeting, shall be mailed to each shareholder entitled to vote at or to notice of such meeting at such shareholder's address shown on the books of the Corporation not less than ten (10) nor more than sixty (60) days prior to such meeting unless such shareholder waives notice of the meeting. Any shareholder may execute a waiver of notice, in person or by proxy, either before or after any meeting, and shall be deemed to have waived notice if he or she is present at such meeting in person or by proxy. Neither the business transacted at, nor the purpose of, any meeting need be stated in the waiver of notice of such meeting, except that, any waiver by a shareholder of the notice of a meeting of shareholders with respect to an amendment of the articles of incorporation, a plan of merger or share exchange, a sale of assets, or any other action which would entitle the shareholder to dissent and receive payment for his or her shares shall not be effective unless information as required by the Georgia Business Corporation Code is delivered to the shareholder prior to such shareholder's execution of the waiver of notice or the waiver itself conspicuously and specifically waives the right to such information. Notice of any meeting may be given by the President, the Secretary or by the person or persons calling such meeting. No notice need be given of the date, time and place of reconvening of any adjourned meeting, if the new date, time and place are announced at the meeting before adjournment.

Section 3. Quorum: Required Shareholder Vote. A quorum for the transaction of business at any annual or special meeting of shareholders shall exist when the holders of a majority of the outstanding shares entitled to vote are represented either in person or by proxy at such meeting. If a quorum is present, action on a matter (other than the election of directors) is approved if the number of votes cast in favor of the action exceeds the number of votes cast opposing the action, unless a greater number of affirmative votes is required by the Articles of Incorporation, a bylaw adopted by the shareholders under Section 14-2-1021 of the Georgia Business Corporation Code, or the Georgia Business Corporation Code. When a quorum is once present to organize a meeting, the shareholders present may continue to do business at the meeting notwithstanding the withdrawal of enough

shareholders to leave less than a quorum or the adjournment of the meeting unless the adjournment is under circumstances where a new record date is or must be set. The holders of a majority of the voting shares represented at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time.

Section 4. Proxies. Subject to the provisions of Section 14-2-722 of the Georgia Business Corporation Code, a shareholder may vote either in person or by a proxy which such shareholder has duly executed in writing or by an electronic transmission. No proxy shall be valid after eleven (11) months from the date of its execution, except as permitted by law.

Section 5. Action of Shareholders Without Meeting. Any action required to be, or which may be, taken at a meeting of the shareholders, may be taken without a meeting if written consent, bearing the date of signature and setting forth the actions so taken, shall be signed by shareholders who would be entitled to vote at a meeting such shares having voting power to cast not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shareholders entitled to vote were present and voted, except that, such written consent shall not be valid unless (i) the consenting shareholders have been furnished the same materials that, pursuant to the Georgia Business Corporation Code, would have been required to be sent to shareholders in a notice of a meeting at which the proposed action would have been submitted to the shareholders for action, including notice of any applicable dissenters' rights as provided in Section 14-2-1320 of the Georgia Business Corporation Code, or (ii) the written consent contains an express waiver of the right to receive the material otherwise required to be furnished. Such consent shall have the same force and effect as an affirmative vote of the shareholders and shall be filed with the minutes of the proceedings of the shareholders. Notwithstanding the foregoing, no written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the earliest date appearing on a consent delivered to the Corporation for inclusion in the minutes or filing with the corporate records, evidence of written consents signed by shareholders sufficient to act by written consent are received by the Corporation. A written consent may be revoked by a writing to that effect received by the Corporation prior to the receipt by the Corporation of unrevoked written consents sufficient in number to take corporate action. A consent delivered to the Corporation shall become effective on the date of delivery of the last consent required for the Corporation to take action or on such later date as the consent may provide.

ARTICLE II
DIRECTORS

Section 1. Power of Directors. The Board of Directors shall manage the business of the Corporation and may exercise all the powers of the Corporation, subject to any restrictions imposed by law, by any lawful agreement among the shareholders, by the Articles of Incorporation or by these Bylaws.

Section 2. Composition of the Board. The shareholders shall fix by resolution the precise number of members of the Board of Directors. Directors need not be residents of the State of Georgia or shareholders of the Corporation. At each annual meeting, the shareholders shall elect the directors, who shall serve until their successors are elected and qualified, or until their earlier death, resignation or removal from office; provided that the shareholders may, by the affirmative vote of the holders of a majority of the shares entitled to vote at an election of directors, increase or reduce the number of directors and add or remove directors with or without cause at any time.

Section 3. Meetings of the Board, Notice of Meetings: Waiver of Notice. The annual meeting of the Board of Directors for the purpose of electing officers and transacting such other business as may be brought before the meeting shall be held each year immediately following the annual meeting of shareholders, provided that the failure to hold the annual meeting shall not work a forfeiture or

otherwise affect valid corporate acts. The Board of Directors may by resolution provide for the time and place of other regular meetings and no notice of such regular meetings need be given. Special meetings of the Board of Directors may be called by the President or by any two directors (or by any one director if there are two or less directors), and written notice of the date, time and place of such meetings shall be given to each director at least two (2) days before the meeting either in person, or by telephone, telegraph, teletype, facsimile; or other form of wire of wireless communication, or by mail or private carrier. Any director may execute a written wavier of notice, either before or after any meeting, which notice shall be delivered to the Corporation for inclusion in the minutes or for filing with the corporate records; provided, however, that a director shall be deemed to have waived notice of the meeting and of any and all objections to the place of the meeting, the time of the meeting and the manner in which it has been called or convened, if the director is present at such meeting, except when a director objects, at the beginning of the meeting or promptly upon his arrival, whichever is later, to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be stated in the notice or waiver of notice of such meeting. Any meeting may be held at any place within or without the State of Georgia.

Section 4. Quorum: Vote Requirement. A majority of the directors in office immediately before the meeting shall constitute a quorum for the transaction of business at any meeting. When a quorum is present, the vote of a majority of the directors present shall be the act of the Board of Directors, unless a greater vote is required by law, by the Articles of Incorporation or by these Bylaws.

Section 5. Action of Board Without Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors or any committee thereof may be taken without a meeting if a written consent, setting forth the action so taken, is signed by all of the directors or committee members and filed with the minutes of the proceedings of the Board of Directors or committee. Such consent shall have the same force and effect as an unanimous affirmative vote of the Board of Directors or committee, as the case may be.

Section 6. Committees. The Board of Directors, by resolution adopted by a majority of all of the directors, may designate from among its members an Executive Committee, and/or other committees, each composed of two or more directors, which may exercise such authority as is delegated by the Board of Directors, provided that no committee shall have the authority of the Board of Directors in reference to (i) approving or proposing to shareholders any action that the Georgia Business Corporation Code requires to be approved by the shareholders, (ii) filling vacancies on the Board of Directors or on any of its committees, (iii) amending the Articles of Incorporation of the Corporation pursuant to Section 14-2-1002 of the Georgia Business Corporation Code, (iv) adopting, amending, or repealing the Bylaws of the Corporation, or (v) approving a plan of merger not requiring shareholder approval.

Section 7. Vacancies. A vacancy occurring in the Board of Directors by reason of the removal of a director by the shareholders shall be filled by the shareholders, or, if authorized by the shareholders, by the remaining directors. Any other vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors, or by the sole remaining director, as the case may be, or, if the vacancy is not so filled, or if no director remains, by the shareholders. A Director elected to fill a vacancy shall serve for the unexpired term of his or her predecessor in office.

Section 8. Telephone Conference Meetings. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in or conduct a meeting of the Board or committee by means of telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other simultaneously, and participation in a meeting pursuant to this Section 8 shall constitute presence in person at such meeting.

Section 9. Personal Liability of Directors. No director of the Corporation shall be liable to the Corporation or its shareholders for monetary damages for breach of duty of care or other duty as a director, other than liability (i) for any appropriation, in violation of his duties, of any business opportunity of the Corporation, (ii) for acts or omissions which involve intentional misconduct or a knowing violation of law, (iii) for the types of liability set forth in Section 14-2-832 of the Georgia Business Corporation Code, or (iv) for any transaction from which the director derived an improper personal benefit. If the Georgia Business Corporation Code is hereafter amended to authorize the further limitation or elimination of the liability of a director, then the liability of a director of the Corporation shall be limited or eliminated to the fullest extent permitted by the amended Georgia Business Corporation Code. Any repeal or modification of this Section 1 shall be prospective only, and shall not adversely affect any limitation or elimination of the personal liability of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE III
OFFICERS

Section 1. Executive Structure of the Corporation. The officers of the Corporation shall consist of a President, a Secretary, a Treasurer and such other officers or assistant officers, including Vice Presidents, as may be elected by the Board of Directors. Each officer shall hold office for the term for which he or she has been elected or appointed and until his or her successor has been elected or appointed and has qualified, or until his or her earlier resignation, removal from office or death. Any two or more offices may be held by the same person. The Board of Directors may designate a Vice President as an Executive Vice President and may designate the order in which other Vice Presidents may act.

Section 2. President. The President shall be the chief executive officer of the Corporation and shall give general supervision and direction to the affairs of the Corporation, subject to the direction of the Board of Directors. The President shall have the authority to conduct all ordinary business on behalf of the Corporation and may execute contracts, mortgages, agreements or instruments under the seal of the Corporation. The President shall preside at meetings of the shareholders and, if the President is a director, at meetings of the Board of Directors of the Corporation. The President shall have the power to delegate the authority to preside at such meetings to any other person.

Section 3. Vice President. The Vice President or Vice Presidents, if any, shall perform such duties and exercise such powers as the President or the Board of Directors shall request or delegate. In the absence of the President or in the event of the President's death or inability to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President; provided, however, that if there is more than one Vice President, any Vice President shall have the authority to execute contracts, mortgages, agreements or instruments under the seal of the Corporation, subject to all the restrictions upon the President relating to such functions, but all other duties of the President shall be performed by the Vice President designated at the time of his or her election, or in the absence of any designation, then in the order of election (or if more than one Vice President is elected at the same meeting, in the order in which they are listed in the resolution electing them), and when so acting shall have all the powers of and be subject to all the restrictions upon the President.

Section 4. Secretary. The Secretary shall keep the minutes of the proceedings of the shareholders and of the Board of Directors, shall have charge of the minute books and share records and shall have custody of and attest the seal of the Corporation.

Section 5. Treasurer. The Treasurer shall be responsible for the maintenance of proper financial books and records of the Corporation.

Section 6. Other Duties and Authority. Each officer, employee and agent of the Corporation shall have such other duties and authority as may be conferred upon him or her by the Board of Directors or delegated to him or her by the President.

Section 7. Removal of Officers. Any officer may be removed at any time by the Board of Directors with or without cause, and such vacancy may be filled by the Board of Directors. This provision shall not prevent the making of a contract of employment for a definite term with any officer and shall have no effect upon any cause of action which any officer may have as a result of removal in breach of a contract of employment.

Section 8. Vacancies. Any vacancy in any office, however occurring, may be filled by the Board of Directors, unless the Articles of Incorporation shall have expressly reserved such power to the shareholders.

Section 9. Compensation. The salaries of the officers shall be fixed from time to time by the Board of Directors. No officer shall be prevented from receiving such salary by reason of the fact that he or she is also a director of the Corporation.

ARTICLE IV
STOCK

Section 1. Stock Certificates. The shares of stock of the Corporation shall be represented by certificates in such form as may be approved by the Board of Directors, which certificates shall be issued to the shareholders of the Corporation in numerical order from the stock book of the Corporation, and each of which shall bear the name of the shareholder, the number of shares represented, and the date of issue; and which shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary of the Corporation; and which shall be sealed with the seal of the Corporation. No share certificate shall be issued until the consideration for the shares represented thereby has been fully paid.

Section 2. Transfer of Stock. Shares of stock of the Corporation shall be transferred only on the books of the Corporation upon surrender to the Corporation of the certificate or certificates representing the shares to be transferred accompanied by an assignment in writing of such shares properly executed by the shareholder of record or such shareholder's duly authorized attorney-in-fact and with all taxes on the transfer having been paid. The Corporation may refuse any requested transfer until furnished evidence satisfactory to it that such transfer is proper. Upon the surrender of a certificate for transfer of stock, such certificate shall at once be conspicuously marked on its face "Cancelled" and filed with the permanent stock records of the Corporation. The Board of Directors may make such additional rules concerning the issuance, transfer and registration of stock and requirements regarding the establishment of lost, destroyed or wrongfully taken stock certificates (including any requirement of an indemnity bond prior to issuance of any replacement certificate) in compliance with Section 5 of this Article.

Section 3. Registered Shareholders. The Corporation may deem and treat the holder of record of any stock as the absolute owner thereof for all purposes and shall not be required to take any notice of any right or claim of right of any other person.

Section 4. Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other purpose, the Board of Directors of the Corporation may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than seventy (70) days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken.

Section 5. Lost, Stolen or Destroyed Certificates. Any person claiming a share certificate to be lost, stolen or destroyed shall make an affidavit or affirmation of the fact in such manner as of the Board of Directors may require and shall, if the Board of Directors so requires, give the Corporation a bond of indemnity in form and amount, and with one or more sureties satisfactory to the Board of Directors, as the Board of Directors may require, whereupon an appropriate new certificate may by issued in lieu of the one alleged to have been lost, stolen or destroyed.

ARTICLE V
DEPOSITORIES, SIGNATURES AND SEAL

Section 1. Depositories. All funds of the Corporation shall be deposited in the name of the Corporation in such bank, banks, or other financial institutions as the Board of Directors may from time to time designate and shall be drawn out on checks, drafts or other orders signed on behalf of the Corporation by such person or persons as the Board of Directors may from time to time designate.

Section 2. Contracts and Deeds. All contracts, deeds and other instruments shall be signed on behalf of the Corporation by the President or by such other officer, officers, agent or agents as the Board of Directors may from time to time by resolution provide.

Section 3. Seal. The seal of the Corporation shall be in such form as approved by the Board of Directors. In the event it is inconvenient to use a seal at any time, the words "Seal" or "Corporate Seal" accompanying the signature of the Secretary or Assistant Secretary of the Corporation shall be the seal of the Corporation. The seal shall be in the custody of the Secretary or Assistant Secretary and shall be affixed by one of them on the share certificates and such other papers as may be directed by law, by these Bylaws or by the Board of Directors.

ARTICLE VI
INDEMNIFICATION

Section 1. Authority to Indemnify: Third Party Actions. Every person now or hereafter serving as a director or officer of the Corporation and any and all former directors and officers may be indemnified and held harmless by the Corporation from and against any and all loss, cost, liability and expense that may be imposed upon or incurred by him in connection with or resulting from any threatened, pending, or completed claim, action, suit, or proceeding (other than an action by or in the tight of the Corporation), whether civil, criminal, administrative, or investigative, whether formal or informal, in which he may become involved, as a party or otherwise, by reason of his being or having been a director or officer of the Corporation, or arising from his status as such, or that he is or was serving at the request of the Corporation as a director, officer, employee, partner, trustee or agent of another corporation, limited liability company, partnership, limited partnership, limited liability partnership, joint venture, trust, employee benefit plan, or other enterprise, regardless of whether such person is acting in such capacity at the time such loss, cost, liability or expense shall have been imposed or incurred. As used herein, the term "loss, cost, liability and expense" shall include, but shall not be limited to, any and all costs, reasonable expenses (including attorneys' fees and disbursements), judgments, penalties, fines, and amounts paid in settlement incurred in connection with any such claim, action, suit or proceeding if such person conducted himself in good faith and such person reasonably believed (i) in the case of conduct in his official capacity, that such conduct was in the best interests of the Corporation; (ii) in all other cases, that such conduct was at least not opposed to the best interests of the Corporation; and (iii) in the case of any criminal proceeding, that the person had no reasonable cause to believe such conduct was unlawful. The termination of any claim, 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 a manner which meets the standard described in the immediately preceding sentence. If any such claim, action, suit or proceeding is settled (whether by agreement, plea of nolo contendere, entry of judgment or consent, or otherwise), the

determination in good faith by the Board of Directors of the Corporation that such person acted in a manner that met the standards set forth in this Section 1, shall be necessary and sufficient to justify indemnification. If the Georgia Business Corporation Code is hereafter amended to expand the minimum statutory indemnification rights for directors and officers, then the indemnification rights of directors and officers of the Corporation granted pursuant to this Section 1 shall be construed to provide such minimum indemnification rights to the fullest extent permitted by the amended Georgia Business Corporation Code. Any repeal or modifications to this Section 1 shall be prospective only, and shall not adversely affect any indemnification rights of an officer or director of the Corporation existing at the time of such repeal or modification.

Section 2. Authority to Indemnify: Derivative Actions. The Corporation may 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 he is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, partner, employee, trustee or agent of another corporation, limited liability company, partnership, limited partnership, limited liability partnership, joint venue, trust, employee benefit plan, or other enterprise, against expenses (including attorneys' fees and disbursements), and any other amounts now or hereafter permitted by applicable law which are actually and reasonably incurred by him or in connection with the defense or settlement of such action or suit if he acted in a manner that met the standard set forth in Section 1 of this Article VI; 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 then only to the extent that the court in which such action or suit was brought or another court of competent jurisdiction determines upon application that, despite the adjudication of liability in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such, reasonable expenses which the court shall deem proper. Any repeal or modifications to this Section 2 shall be prospective only, and shall not adversely affect any indemnification rights of an officer or director of the Corporation existing at the time of such repeal or modification.

Section 3. Advancement of Expenses. Except as ordered by a court, expenses incurred in any claim, action, suit or proceeding may only be paid or reimbursed by the Corporation in advance of the final disposition of such claim, action, suit or proceeding if authorized by the Board of Directors or shareholders in accordance with the provisions of Section 15-2-853 of the Georgia Business Corporation Code upon receipt from the director or officer of (i) a written affirmation of his good faith belief either that he has met the relevant standard of conduct set forth under Section 14-2-851 of the Georgia Business Corporation Code or that the proceeding involves conduct for which liability has been eliminated under a provision of the Articles of Incorporation of the Corporation (as authorized by Section 14-2-202(b)(4) of the Georgia Business Corporation Code), and (ii) a written undertaking by such person to repay such advances if it ultimately shall be determined that such director or officer is not entitled to be indemnified by the Corporation.

Section 4. Determination of Indemnification Rights. Except as ordered by a court, the Corporation may not indemnify a director or officer under this Article unless authorized hereunder and a determination has been made in the specific case that indemnification of the director or officer is permissible under the circumstances because he has met the relevant standard of conduct set forth in either Section 1 or Section 2 hereof. The determination shall be made (i) if there arc two or more disinterested directors, by the Board of Directors by a majority vote of all the disinterested directors (a majority of whom shall for such purpose constitute a quorum), or by a majority of the members of a committee of two or more disinterested directors appointed by such a vote; (ii) by special legal counsel: (a) selected in the manner prescribed in clause (i) of this sentence; or (b) if there are fewer than two disinterested directors, selected by majority vote of the Board of Directors (in which selection directors who do not qualify as disinterested directors may participate); or (iii) by the shareholders, but shares

owned by or voted under the control of a director who at the time does not qualify as a disinterested director may not be voted on the determination.

Section 5. Non-Exclusive Right of Indemnification. The foregoing rights of indemnification and advancement of expenses shall not be deemed exclusive of any other rights to which those indemnified may be entitled, and the Corporation may provide additional indemnity and rights to its directors, officers, employees or agents so long a such additional indemnity and rights are not inconsistent with this Article.

Section 6. Insurance. The Corporation may purchase and maintain insurance, at its expense, on behalf of an individual who is or was a director, officer, employee or agent of the Corporation or who, while a director, officer, employee or agent of the Corporation, is or was serving at the request of the Corporation, as a director, officer, partner, trustee, employee, or agent of another corporation, limited liability company, partnership, limited partnership, limited liability partnership, joint venture, trust, employee benefit plan, or other enterprise, against liability asserted against or incurred by him in any such capacity or arising from his status as a director, officer, employee or agent, whether or not the Corporation would have power to indemnify him against the same liability under this Article.

Section 7. Miscellaneous. The provisions of this Article VI shall cover claims, actions, suits and proceedings, civil or criminal, whether now pending or hereafter commenced and shall be retroactive to cover acts or omissions or alleged acts or omissions which heretofore have taken place. In the event of death of any person having the right of indemnification or advancement of expenses under the provisions of this Article, such rights shall inure to the benefit of his heirs, executors, administrators and personal representatives. If any part of this Article VI should be found to be invalid or ineffective in any proceeding, the validity and effect of the remaining provisions shall not be affected.

ARTICLE VII
AMENDMENT OF BYLAWS

The Board of Directors shall have the power to alter, amend or repeal the Bylaws or adopt new bylaws, but any bylaws adopted by the Board of Directors may be altered, amended or repealed and new bylaws adopted by the shareholders. The shareholders may prescribe that any bylaw or bylaws adopted by them shall not be altered, amended or repealed by the Board of Directors. Action by the directors with respect to the Bylaws shall be taken by an affirmative vote of a majority of all of the directors then in office. Action by the shareholders with respect to the Bylaws shall be taken by an affirmative vote of a majority of all shares outstanding and entitled to vote.

QuickLinks

Exhibit 3.45

Exhibit 3.46

FILED
in the Office of the
Secretary of State of Texas
DEC 15 2005
Corporations Section

CERTIFICATE OF AMENDMENT
OF
ENCO SYSTEMS LIMITED PARTERSHIP, LTD.

The undersigned general partner, having filed an original Certificate of Limited Partnership, hereby duly execute this Certificate of Amendment of Limited Partnership, which is being filed with the Secretary of state in accordance with Section 2.02 of he Texas Revised Limited Partnership Act.

1. The name of the limited partnership is Enco Systems Limited Partnership, Ltd.

2. The Certificate of Limited Partnership is amended as follows:

   The name of the Limited Partnership is as follows, to wit:

   "WFI Texas Limited Partnership, Ltd."

3. The effective time and date of the Certificate of Amendment shall be at the time and date it is filed.

   Date this 9th day of December 2005.

WFI Texas Inc. by Chris Caulson, Vice President, Finance as General Partner

/s/ CHRIS CAULSON

FILED
in the Office of the
Secretary of State of Texas
JAN 03 2006
Corporations Section

CERTIFICATE OF AMENDMENT
OF
WFI Texas Limited Partnership, LTD.

The undersigned general partner, having filed an original Certificate of Limited Partnership, hereby duly execute this Certificate of Amendment of Limited Partnership, which is being filed with the Secretary of state in accordance with Section 2.02 of he Texas Revised Limited Partnership Act.

1. The name of the limited partnership is WFI Texas Limited Partnership, LTD.

2. The Certificate of Limited Partnership is amended as follows:

   The name of the Limited Partnership is as follows, to wit:

   "WFI Southwest LP."

3. The effective time and date of the Certificate of Amendment shall be at the time and date it is filed.

   Dated this 15th day of December 2005.

WFI Texas Inc., by Chris Caulson, Vice President, Finance as General Partner.

/s/ CHRIS CAULSON

Chris Caulson

Form 424
(Revised 01/06)

[STATE OF TEXAS SEAL]
Certificate of Amendment

This space reserved for office use.

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions

FILED
in the Office of the
Secretary of State of Texas
NOV 19 2007
Corporations Section

[ILLEGIBLE]

The name of the filing entity is:

WFJ Southwest L.P.

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (select the appropriate entity type below.)

o For-profit Corporation

o Nonprofit Corporation

o Cooperative Association

o Limited Liability Company

o Professional Corporation

o Professional Limited Liability Company

o Professional Association

☒ Limited Partnership

The file number issued to the filing entity by the secretary of state is: 14726210

The date of formation of the entity is: January 20, 1981

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

Kratos Southwest L.P.

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

o A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

o B. The registered agent is an individual resident of the state whose name is:

First Name	*M.I.*	*Last Name*	*Suffix*

C. The business address of the registered agent and the registered office address is:

Street Address (No P.O. Box)	*City*	*State*	*Zip Code*
		TX	

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

o **Add** each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

o **Alter** each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

o **Delete** each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Form 424

Effectiveness of Filing

A. ☒ This document becomes effective when the document is filed by the secretary of state.

B. o This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is:

C. o This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is:

The following event or fact will cause the document to take effect in the manner described below:

[ILLEGIBLE]

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: November 9, 2007

/s/ CHRIS CAULSON

Chris Caulson, V.P. Finance Kratos Southwest, Inc., Gen. Partner

Signature and title of authorized person(s) (see instructions)

Form 424

FILED
In the Office of the
Secretary of State of Texas
FEB 28 2001
Corporations Section

ARTICLES OF CONVERSION
OF
ENCO SYSTEMS, INC.
TO
ENCO SYSTEMS PARTNERSHIP, LTD.

Pursuant to the provisions of Article 5.17 of the Texas Business Corporation Act and to Section 2.15 of the Texas Revised Limited Partnership Act, the undersigned converting entity certifies the following articles of conversion adopted for the purpose of effecting a conversion in accordance with the provisions of the Texas Business Corporation Act and the Texas Revised Limited Partnership Act.

1. A plan of conversion was approved and adopted in accordance with the provisions of Article 5.03 of the Texas Business Corporation Act providing the conversion of ENCO SYSTEMS, INC., a corporation incorporated under the Texas Business Corporation Act to ENCO SYSTEMS PARTNERSHIP, LTD., a Texas limited partnership for the exclusive purpose of eliminating the Texas Franchise Tax.

2. An executed plan of conversion is on file at the principal place of business of the converting entity at 9203 Emmott Road, Houston, Harris County, Texas, 77040, and, from and after the conversion, an executed plan of conversion for state of Texas purposes only will be on file at the principal place of business of the converted entity at 9203 Emmott Road, Houston, Harris County, Texas, 77040.

3. A copy of the plan of conversion will be furnished by the converting entity (prior to the conversion) or by the converted entity (after the conversion) on written request and without cost to any shareholder or member of the converting entity or the converted entity.

4. The approval of the plan of conversion, which does not and is not intended to alter the status of this entity for Federal Income Tax purposes, was duly authorized by all action required by the laws under which ENCO SYSTEMS, INC. is incorporated and by its constituent documents. The number of outstanding shares of each class or series of stock of ENCO SYSTEMS, INC. entitled to vote, with other shares or as a class, on the plan of conversion are as follows:

Number of Shares Outstanding	Class or Series	Number of Shares Entitled to Vote As a Class or Series
186,801	Common	186,801

5. The number of shares, not entitled to vote only as a class, voted for and against the plan of conversion, respectively, and, if the shares of any class or series are entitled to vote as a class, the

number of shares of each such class or series voted for and against the plan of conversion, are as follows:

Total Voted For	Total Voted Against	Class or Series	Number of Shares Entitled To Vote as a Class or Series Voted	
			For	Against
186,801	0	Common	186,801	0

6. Two copies of the certificate of partnership of ENCO SYSTEMS PARTNERSHIP, LTD., which is to be created pursuant to the plan of conversion are being filed with the Secretary of State with the articles of conversion. This filing shall not execute a change in form of business entity in the converting entity for Federal tax purposes.

7. The conversion will become effective upon the issuance of the certificate of conversion by the Secretary of State.

8. The converted entity will be liable for the payment of all fees and franchise taxes.

Dated this 26 day of February, 2001.

ATTEST:

By: /s/ MARK CUCULIC

Secretary

ENCO SYSTEMS, INC.

By: /s/ MARK CUCULIC

MARK CUCULIC, President

CERTIFICATE OF LIMITED PARTNERSHIP
OF
ENCO SYSTEMS PARTNERSHIP, LTD.

We, the undersigned, desiring to form a limited partnership pursuant to the Texas Revised Limited Partnership Act, Article 6132a-1 of the Revised Civil Statutes of the State of Texas, certify as follows:

1. The name of the Partnership is ENCO SYSTEMS PARTNERSHIP, LTD.

2. The Partnership is being created pursuant to the plan of conversion herein attached for state purposes only and which does not and is not intended to execute a change in the Federal Tax status of the converting entity.

3. The converting entity is ENCO SYSTEMS INC., a Texas Corporation, whose address for all purposes is 9203 Emmott Road, Houston, Harris County, Texas (77040), and which was incorporated with the Secretary of State's office on January 26, 1981.

4. The address of the registered office of the Partnership is 9203 Emmott Road, Houston, Harris County, Texas (77040).

5. The name of the registered agent for service of process is Mark Cuculic, 9203 Emmott Road, Houston, Harris County, Texas (77040).

6. The address of the principal office in the United States, where records of the partnership will be kept or made available is 9203 Emmott Road, Houston, Harris County, Texas (77040).

7. The name and place of residence of the General Partner is:

ENCO SYSTEMS
MANAGEMENT SERVICES TRUST
9203 Emmott Road
Houston, Texas (77040)

IN WITNESS WHEREOF, we have hereunto set our hands this 26 day of February, 2001.

GENERAL PARTNER:

ENCO SYSTEMS MANAGEMENT SERVICES TRUST

By: /s/ MARK CUCULIC

MARK CUCULIC, Co-Trustee

FILED
In the Office of the
Secretary of State of Texas
DEC 17 2001
Corporations Section

ARTICLES OF AMENDMENT
OF
ENCO SYSTEMS PARTNERSHIP, LTD.

I, the undersigned, having formed a limited partnership pursuant to the Texas Revised Partnership Act, Article 6132a-1 of the Revised Civil Statutes of the State of Texas, desire to amend said Partnership pursuant to the Texas Revised Partnership Act, Section 3.08(b)(11), and hereby certify as follows:

1. The name of the Partnership is ENCO SYSTEMS PARTNERSHIP, LTD.

2. The tax identification number of the Partnership is 74-2144182.

3. The document being amended is the "Certificate of Limited Partnership of Enco Systems Partnership, Ltd."

4. The Partnership was filed with the Secretary of State of the State of Texas on February 28, 2001.

5. The name and place of residence of the General Partner is to be amended as follows:

ENCO SYSTEMS, INC.
9203 Emmott Road
Houston, Texas 77040

6. The purpose of this Amendment is to change the name of the General Partner, with the correct name being described in Paragraph 5 of these Articles of Amendment.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of December, 2001.

GENERAL PARTNER:

ENCO SYSTEMS, INC.

By: /s/ MARK CUCULIC

Mark Cuculic, President

QuickLinks

Exhibit 3.47

AGREEMENT

OF LIMITED PARTNERSHIP

OF

ENCO SYSTEMS PARTNERSHIP, LTD.

Prepared by:
Glynn D. Nance
Joseph F. Duncan
NANCE & DUNCAN, P.L.L.C.
1111 North Loop West, Suite 810
Houston, Texas 77008-4713
Phone: (713) 880-5500
Fax: (713) 880-8454

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AGREEMENT

OF LIMITED PARTNERSHIP

OF

ENCO SYSTEMS PARTNERSHIP, LTD.

THIS AGREEMENT OF LIMITED PARTNERSHIP OF THE ENCO SYSTEMS PARTNERSHIP, LTD. is entered into to be effective this 28 day of February, 2001, by and among ENCO SYSTEMS MANAGEMENT SERVICES TRUST, a Texas Limited Liability Company, as General Partner, and the parties identified on the signature page hereof, as Limited Partners.

WHEREAS, the parties desire that the Partnership be a limited partnership held under the Texas Revised Limited Partnership Act, Tex. Rev. Civ. Stat. Ann. art. 6132a-1, as from time to time amended, for the purposes set forth hereinbelow.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained, the parties hereto hereby agree as follows:

ARTICLE I
DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings indicated:

1.1 **"*Additional Contributions*"** shall mean an additional capital contribution to the Partnership in addition and subsequent to each partner's Original Capital Contribution.

1.2 **"*Adjusted Capital Account Deficit*"** shall mean, with respect to any Limited Partner, the deficit balance, if any, in such Limited Partner's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(a) **Credit Capital Account**—Credit to such Capital Account any amounts which such Limited Partner is obligated to restore pursuant to any provision of this Agreement or is deemed to be obligated to restore pursuant to Sections 1.704-2(g)(1) and 1.704-2(i)(5) of the Regulations, and

(b) **Debit Capital Account**—Debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1P(b)(2)(ii)(d)(6) of the Regulations. The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

1.3 **"*Affiliate*"** shall mean, with respect to a Partner, any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or under common control with such Partner. The term "control," as used in the immediately preceding sentence, means, with respect to a Person, that is a corporation, the right to exercise, directly or indirectly, more than ten percent (10%) of the voting rights attributable to the shares of the controlled corporation, and with respect to a Person that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled Person.

1.4 **"*Agreement*"** shall mean this Agreement of Limited Partnership of ENCO SYSTEMS PARTNERSHIP, LTD.

1.5 **"*Appraised Value*"** shall mean, with respect to the Partnership Property, or any part thereof, the fair market value of such property as estimated by an independent appraiser selected by the General Partner, expressly provided that with respect to cash, no value must be appraised, and with respect to marketable securities which are traded on an exchange or on an automatic quotation system, the average sales price (or bid/ask price) shall be used for the Appraised value.

1.6 "***Bankruptcy***" shall mean, with respect to any Person, the following:

(a) **Involuntary Bankruptcy**: BANKRUPTCY MEANS—an involuntary bankruptcy, which is without the consent or acquiescence of such Person, the entering of an order for relief or approving a petition for relief or reorganization or any other petition for relief or reorganization, arrangement, composition, readjustment, liquidation, dissolution, or other similar relief under any present or future bankruptcy, insolvency, or similar statute, law, or regulation, or the filing of any such petition against such Person, which petition shall not be dismissed within ninety (90) days, or, without the consent or acquiescence of such Person, the entering of an order appointing a trustee, custodian, receiver, or liquidator of such Person or of all or any substantial part of the property of such Person, which order shall not be dismissed within sixty (60) days;

(b) **Inability to Pay Debts**: BANKRUPTCY ALSO MEANS—the liability of such Person generally to pay its debts as such debts become due, or an admission in writing by such person of its inability to pay its debts generally or a general assignment by such Person for the benefit of creditors; the filing of any petition or answer by such Person seeking to adjudicate it a bankrupt or insolvent, or seeking for itself any liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of such Person or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors, or seeking, consenting to, or acquiescing in the entry of an order for relief or the appointment of a receiver, trustee, custodian, or other similar official for such Person or for any substantial part of its property; or corporate action taken by such Person to authorize any of the actions set forth above.

1.7 "***Capital Account***" shall mean, with respect to any Partner, the Capital Account maintained for such Person in accordance with the following provisions:

(a) **Credits**—To each Person's Capital Account there shall be credited such Person's Capital Contributions, such Person's distributive share of Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 4.2 or Section 4.3 hereof, and the amount of any Partnership liabilities which are assumed by such Person or which are secured by any Partnership Property distributed to such Person.

(b) **Debits**—To each Person's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Partnership Property distributed to such Person pursuant to any provision-of this Agreement, such Person's distributive share of Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 4.2 or Section 4.3 hereof, and the amount of any liabilities of such Person which are assumed by the Partnership or which are secured by any property contributed by such Person to the Partnership.

(c) **Transfer**—In the event all or a portion of an interest in the Partnership is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account to the transferor to the extent it relates to the transferred interest.

(d) **Multiple Interest**—ONE CAPITAL ACCOUNT—A Partner that has more than one Partnership interest shall have a single capital account that reflects all its Partnership interests, regardless of the class of Partnership interests owned by that Partner and regardless of the time or manner in which those Partnership interests were acquired.

(e) **IRC and Regulations**—In determining the amount of any liability for purposes of Sections 1.7 (a) and 1,7 (b) hereof, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

(f) **Modification of Capital Accounts**—The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 1.704-1(b) of the Regulations, and shall be interpreted and applied in a manner consistent

with such Regulations. In the event the General Partner shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by the Partnership, the General Partner, or the Limited Partners), are computed in order to comply with such Regulations, the General Partner may make such modification, provided that it is not likely to have a material-effect on the amounts distributable to any Person pursuant to Article XII hereof upon the dissolution of the Partnership. The General Partner also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Partners and the amount of Partnership capital reflected on the Partnership's balance sheet, as computed for book purposes, in accordance with Section 1.704-3(b)(2)(iv)(g) of the Regulations, and (ii) make any appropriate modifications in the event • unanticipated events (for example, the acquisition by the Partnership of oil or gas properties) might otherwise cause this Agreement not to comply with Section 1.704-1(b) of the Regulations.

1.8 "*Capital Contribution*" shall mean the total contribution to the capital of the Partnership for which a Partner is legally bound and obligated, which amount is designated as a capital contribution for such Partner pursuant to Article III of this Agreement.

1.9 "*Certificate*" shall mean the Certificate of Limited Partnership for this Partnership in the form and substance attached hereto as Exhibit B, or any other certificate of this Partnership filed subsequent thereto which complies with Section 2.01 of the Texas Revised Limited Partnership Act.

1.10 "*Change of Control of a General Partner*" shall mean, as to a corporate General Partner of the Partnership if there is one, the occurrence of an event or circumstance, however it comes about, which results in a significant change in the voting rights or the voting stock of such corporation. For this purpose, a change in voting rights is a significant change if it reduces by at least thirty-three (33) percentage points the voting rights of the Persons who own voting stock of the Corporation as of the date such corporation first became a General Partner of the Partnership.

1.11 "*Code" or "Internal Revenue Code*" shall mean the Internal Revenue Code of 1986, as amended from time to time.

1.12 "*Depreciation*" shall mean, for each fiscal year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such year or other period; provided, however, that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning adjusted tax basis; provided, further that if the federal income tax depreciation, amortization, or other cost recovery deduction for such year is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the General Partner.

1.13 "*General Partner*" shall mean the one or more persons who are a general partner of the Partnership, initially, ENCO SYSTEMS MANAGEMENT SERVICE TRUST, a Revocable Trust Agreement, and each other Person (if any) that subsequently becomes an additional or substituted General Partner in accordance herewith, but excluding any such Person that subsequently ceases to be a General Partner pursuant to the provisions of this Agreement. In the event that there are two Persons serving in the capacity as General Partner under this Agreement, actions by the General Partners shall require the mutual agreement of each such Person. If there are more than two Persons serving in the capacity as General Partner under this Agreement, actions by the General Partner shall, require the agreement of a majority of such Persons. Notwithstanding the preceding provisions of this section, if a Managing Partner or Partners are acting, actions by the General Partner shall require the mutual agreement of each Managing Partner or, if there are three or more Managing Partners, such actions shall require the agreement of a majority of the Managing Partners.

1.14 "*General Partner Interest*" shall mean the entire ownership interest and rights of a General Partner as a general partner in the Partnership, together with all obligations of such Person to comply with the terms and provisions of this Agreement. The term "General Partner Interest" specifically does not include any interest in the Partnership which the General Partner may own as a Limited Partner.

1.15 "*Gross Asset Value*" shall mean, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) **Fair Market Value**—The initial Gross Asset Value of any asset contributed by a Partner to the Partnership shall be the gross fair market value of such asset, as determined by the contributing Partner and the Partnership, provided that the initial Gross Asset Values of the assets contributed to the Partnership pursuant to Sections 3.1 and 3.2 hereof shall be as set forth in Exhibit A, and provided further that if the contributing Partner is the General Partner, the determination of the fair market value of a contributed asset shall require the agreement of a majority in interest of the Limited Partners:

(b) **Adjusted Gross Fair Market Value**—The Gross Asset Value of all Partnership assets shall be adjusted to equal their respective gross fair market values, as determined by the General Partner, as of the following times: (i) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Partnership to a Partner of more than a de minimis amount of Partnership Property as consideration for an interest in the Partnership; and (iii) the liquidation of the Partnership within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations; provided, however, that adjustments pursuant to clauses (i) and (ii) above shall be made only if the General Partner reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interest of the Partners in the Partnership;

(c) **Distributed Value**—The Gross Asset Value of any Partnership asset distributed to any Partner shall be the gross fair market value of such asset on the date of distribution; and

(d) **Adjustment to Asset Basis**—The Gross Asset Values of Partnership assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Section 1.704-1(b)(2)(iv)(m) of the Regulations and Section 4.2(c) hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this Section 1.15 to the extent the General Partner determines that an adjustment pursuant to Section 1.15(b) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this Section 1.15(d), If the Gross Asset Value of an asset has been determined or adjusted pursuant to Section 1.15(a), 1.15(b), or 1.15(d) hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

1.16 "*Immediate Family*" shall mean wife and husband and their lineal descendants by blood or adoption or a trust or trusts the beneficiaries of which are one or more of them.

1.17 "*Interest*" or "*Interests*" shall mean the entire ownership interests and rights of a Limited Partner in the Partnership, together with all obligations of such Person to comply with the terms and provisions of this Agreement.

1.18 "*Limited Partner*" shall mean each Person that is designated on the signature page hereto, and that has executed this Agreement, as a Limited Partner, together with each other Person (if any) that subsequently becomes an additional or substituted Limited Partner pursuant to the provisions of this Agreement. "Limited Partners" means all such Persons.

1.19 "*Limited Partnership Act*" shall mean the Texas Revised Limited Partnership Act, Article 6132a-1 of the Texas Revised Civil Statutes Annotated, as amended from time to time.

1.20 "*Negative Cash Flow*" shall mean the excess of costs, as defined below, incurred with respect to the operation of the Partnership Property over the income from the Partnership Property. Costs considered in determining such amount shall include repairs, maintenance, utilities, including waste disposal, management fees, rental commissions, state and local taxes, debt service, including principal, interest, and fees on any Partnership debt, which are directly related to the Partnership Property. The monthly amount of Negative Cash Flow, if any, shall be determined by the General Partner pursuant to the parameters set forth above.

1.21 "*Net Cash Flow*" shall mean, at the time of determination for any period, the gross cash proceeds of the Partnership from the conduct of the Partnership's business less the portion thereof retained for investment by the Partnership, expressly excluding any Capital Contributions, any proceeds from financing loans and any amounts used to pay or establish reserves for all Partnership expenses, debt payments, capital improvements, replacements, and contingencies, all as determined in the sole discretion of the General Partner. Net Cash Flow shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established.

1.22 "*Original Capital Contribution*" shall mean, with respect to each Partner, the Capital Contribution made by such Partner pursuant to Section 3.1 or Section 3.2 hereof, as the case may be, reduced by the amount of any liabilities of such Partner assumed by the Partnership in connection with such Capital Contribution or which are secured by any property contributed by such Partner to the Partnership as a part of such Capital Contribution.

1.23 "*Partner*" or "*Partners*" shall mean the General Partner (whether one or more) and the Limited Partner (whether one or more).

1.24 "*Partnership*" has the meaning attributed to it in Section 1.1.

1.25 "*Partnership Property*" shall mean all of the property contributed to the capital of the Partnership by the Partners and any other property purchased or otherwise acquired by the Partnership or contributed by the Partners subsequent to the execution of this Agreement.

1.26 "*Person*" shall mean an individual, partnership, corporation, trust, unincorporated association, or other entity or association.

1.27 "*Profits*" or "*Losses*" shall mean, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) **Exempt Income**—Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this Section 2.29 shall be added to such taxable income or loss;

(b) **Expenses**—Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Section 1.704-1(b)(2)(iv)(i) of the Regulations and not otherwise taken into account in computing Profits or Losses pursuant to this Section 2.30 shall be subtracted from such taxable income or loss;

(c) **Adjustment Reflecting Gain or Loss**—In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to Section 1.15(a) or Section 1.15(b) hereof, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits or Losses;

(d) **Gain or Loss Recognized**—Gain or loss resulting from any disposition of Partnership Property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(e) **Depreciation**—In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such fiscal year or other period, computed in accordance with Section 1.12 hereof; and

(f) **Excluded Items From Profit Calculations**—Notwithstanding any other provision in this Section 1.27, any items which are specially allocated pursuant to Section 4.2 Special Allocation or Section 4.3 Curative Allocations hereof shall not be taken into account in computing Profits or Losses.

1.28 "*Regulations*" shall mean the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

1.29 "*$haring Ratio*" shall mean, at all times, the ratio that such Partner's interest in the Partnership bears to the interests in the Partnership of all Partners, and is set forth for such Partner on Exhibit A to this Agreement.

1.30 "*Transfer*" shall mean, as a noun, any voluntary or involuntary transfer, sale, pledge, hypothecation, or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, pledge, hypothecate, or otherwise dispose of.

1.31 "*Wholly Owned Affiliate*" of any Person, shall mean an Affiliate of such Person one hundred percent (100%) of the voting stock or beneficial ownership of which is owned by such Person, directly or indirectly, through one or more 'Wholly Owned Affiliates, or by any Person who, directly or indirectly, owns one hundred percent (100%) of the voting stock or beneficial ownership of such Person, and an Affiliate of such Person who, directly or indirectly, owns one hundred percent (100%) of the voting stock or beneficial ownership of such Person.

ARTICLE II
THE PARTNERSHIP

2.1 ***Formation of Limited Partnership***. The Partners hereby enter into and form pursuant to the provisions of the Limited Partnership Act, a limited partnership (hereinafter referred to as the "Partnership") for the purpose and scope herein prescribed. Except as provided to the contrary in this Agreement, the rights, duties, status, and liabilities of the Partners, and the formation, administration, dissolution, and continuation or termination of the Partnership, shall be as provided in the Limited Partnership Act. The Partnership shall also be governed by the Texas Revised Partnership Act as the supplemental law to the Limited Partnership Act.

2.2 ***Name***. The name of the Partnership shall be "**ENCO SYSTEMS PARTNERSHIP, LTD.**" and the business of the Partnership shall be conducted under such name or under any other name or names as the General Partner may from time to time determine to be necessary, appropriate, or advisable in furtherance of the purposes of the Partnership.

2.3 ***Filings***.

(a) **Initial Filing**—The General Partner shall cause the Certificate to be filed in the office of the Secretary of State of Texas in accordance with the provisions of the Limited Partnership Act. The General Partner shall take any and all other actions reasonably necessary to perfect and maintain the status of the Partnership as a limited partnership under the taws of Texas, and in any other state in which the activities of the Partnership would require it to qualify as a limited partnership. The General Partner shall cause amendments to the Certificate to be filed whenever required by the Limited Partnership Act. Such amendments may be executed by any General Partner and by each other general partner designated in the amendment as a new general partner.

(b) **Dissolution Filing**—Upon the dissolution o f the Partnership, the General Partner (or, in the event there is no remaining General Partner, any Person or other entity elected pursuant to Section 12.1 hereof) shall promptly execute and cause to be filed Certificates of Dissolution in accordance with the Limited Partnership Act and the laws of any other states or jurisdictions in which the Partnership. Act and the laws of any other states or jurisdictions in which the Partnership has filed Certificates.

2.4 ***Purposes***. The purposes of the Partnership shall be to (i) own, operate and lease the Partnership Property for more prudent management of all the assets, and to place under one entity the management and control of the Partnership Property, and to permit the managers of the Partnership Property to manage pursuant to the terms and conditions of the Limited partnership Act, (ii) hold and manage the Partnership Property for best overall gain (iii) provide management continuity for the operator of the Partnership's business interests (iv) facilitate the sharing of the enjoyment and responsibilities of ownership of the properties among the partners as family members, and increase business communications among the family, (v) facilitate intra family transfers and reduce costs associated with the disability or probate of the estate of any of the Partners, (vi) when necessary of desirable, dispose of the Partnership Property, and (vii) take any and all actions reasonably related to the foregoing purposes. The assets of the Partnership may, from time to time, be invested in various forms of real property and tangible and intangible personal property, to include, but not limited to stocks, bonds, mortgages, notes, commercial paper and other evidence of indebtedness, money market funds, certificates of deposit, and other financial instruments or accounts and interests in limited partnerships as well as limited liability companies, and closely held businesses, however organized. Subject to the limitations contained in this agreement and in the Limited Partnership Act, the Partnership purposes and business may be accomplished by the General Partner taking any action which is permitted hereunder or under the Limited Partnership Act or which is customary or reasonably related to the acquisition, ownership, management, sale, investment, reinvestment or financing of the Partnership assets, including, without limitation, short term investments.

2.5 ***Registered Agent, Registered Office and Place of Business***. The Registered Agent for the Partnership shall be Mark Cuculic, and the Registered Office of the Partnership shall be at 9203 Emmott Road, Houston, Texas (77040) and the Partnership's place of business shall be at 9203 Emmott Road, Houston, Texas (77040) and at such other locations as the General Partner determines advisable. The Partnership may, by giving notice thereof to the Limited Partners, move its office to such other place within or without the State of Texas as the General Partner may from time to time determine to be necessary, appropriate, or advisable.

2.6 ***Term***. The Partnership shall commence on the later of the date the Partners execute this Agreement or the date the Certificate is filed with the Secretary of the State of Texas, and unless sooner terminated as herein provided, shall continue until the close of Partnership business on December 31 of the year that is fifty (50) years after the year in which the Certificate is filed with the Secretary of the State of Texas.

ARTICLE III
CONTRIBUTIONS

3.1 ***General Partner's Original Capital Contribution***. The General Partner hereby agrees to and has contributed or shall contribute to the capital of the Partnership the property or monies set forth opposite his or her name on Exhibit A attached hereto. The General Partner, in the aggregate, must and hereby agrees to maintain a minimum capital Account balance equal to but not less than one percent (1%) of the total positive Capital Account balances of all Partners of the Partnership. Whenever a Limited Partner makes an additional Capital Contribution, the General Partner, in the aggregate, shall immediately contribute capital to the Partnership equal to one and one-hundredths percent (1.01%) of the Limited Partner's additional capital Contribution of the least amount (including zero) that causes the General Partner's Capital Account to equal one percent of the total positive Capital Account balances of all Partners of the Partnership.

3.2 ***Limited Partners' Capital Contribution***. The Limited Partners hereby agree to contribute and have contributed or shall contribute to the capital of the Partnership the property or monies set forth opposite their names on Exhibit A attached hereto.

3.3 ***Actions to be Taken in Connection with the Partnership Property***. Promptly after the execution of this Agreement, the General Partner shall do all acts and things necessary for the Partnership to fulfill its obligations with respect to the Partnership Property and the assumption of the liabilities associated therewith.

3.4 ***Return of Contributions***. Except as may expressly be provided herein, no Partner shall be entitled to the return of any Capital Contribution or any other contribution to the Partnership in respect to either a Capital Account or any Capital Contribution made to the Partnership. No unrepaid Capital Contribution shall be deemed or considered to be a liability of the Partnership or of any Partner. Except as expressly provided herein, no Partner shall be required to contribute or loan any cash or property to the Partnership to enable the Partnership to return any Partner's contributions to the Partnership or to balance Capital Accounts. Notwithstanding the above, the Partnership shall be entitled to pay salaries or any other form of compensation necessary or desirable to any Partner.

3.5 ***Additional Contributions***. Additional Capital Contributions may be made by any Partner at any time or from time to time. No additional Capital Contribution shall be required by any Partner unless agreed to by all Partners and reflected in a written amendment to this Agreement. To the extent any additional Capital Contributions are not made in proportion to the Partners then existing Sharing Ratios, such Sharing Ratios shall be adjusted in accordance with the provisions of Section 4.6 Adjustment to Sharing Ratios.

ARTICLE IV
ALLOCATIONS

4.1 ***Profits and Losses***. After giving effect to the special allocations set forth in Sections 4.2 and 4.3 hereof and subject to the limitations of Sections 4.1(a) and 4.1(b), Profits or Losses for any fiscal year shall be allocated among the Partners in proportion to their Sharing Ratios.

(a) **Allocation of Losses**. Notwithstanding anything to the contrary in the foregoing, the Losses allocated pursuant to this Section 4.1(a) shall not exceed the maximum amount of Losses that can be so allocated without causing any Limited Partner to have an Adjusted Capital Account Deficit at the end of any fiscal year. All Losses in excess of the limitations set forth in this Section 4.1(a) shall be allocated to the General Partner.

(b) **Allocation of Profits**. In the event Losses have been allocated to the General Partner pursuant to Section 4.1(a) hereof, one hundred percent (100%) of the Profits shall be allocated to the General Partner until the cumulative Profits allocated pursuant to this Section 4.1(b) for the

current and all prior fiscal years are equal to the cumulative Losses allocated pursuant to Section 4.1(a) hereof for all prior fiscal years.

4.2 ***Special Allocations***. The following special allocations shall be made in the following order:

(a) **Qualified Income Offset**. In the event any Limited Partner unexpectedly receives any adjustments, allocations or distributions described in Section 1.704-1(b)(2)(ii)(d)(4), Section 1.704-1(b)(2)(ii)(d)(5), or Section 1.704-1(b)(2)(ii)(d)(6) of the Regulations, items of Partnership income and gain shall be specially allocated to each such Limited Partner in an amount and manner sufficient to eliminate, to the extent requited by the Regulations, the Adjusted Capital Account Deficit of such Limited Partner as quickly as possible, provided that an allocation pursuant to this Section 4.1(a) Allocation of Losses shall be made only if and to the extent that such Limited Partner has an Adjusted Capital Account Deficit after all other allocations provided for in this Article IV have been tentatively made as if this Section 4.2(a) were not in this Agreement.

(b) **Gross Income Allocation**. In the event any Limited Partner has an Adjusted Capital Account Deficit at the end of any Partnership fiscal year each such Limited Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 4.2(b) shall be made only if and to the extent that such Limited Partner has an Adjusted Capital Account Deficit in excess of such sum after all other allocations provided for in this Article IV have been tentatively made as if Section 4.2(a) hereof and this Section 4.2(b) were not in this Agreement.

(c) **Section 754 Adjustments**. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Section 1.704-1(b)(2)(iv)(m) of the Regulations, to be taken into account in determining Capital Accounts, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

4.3 ***Curative Allocations***. The General Partner shall have reasonable discretion, with respect to each Partnership fiscal year, to (i) apply the provisions of Sections 4.2(a)Qualified Income Offset and 4.2(b)Gross Income Allocation hereof in whatever order is likely to minimize the economic distortions that might otherwise result from such allocations, and (ii) divide all allocations pursuant to Sections 4.2(a) and 4.2(b) hereof among the Partners in a manner that is likely to minimize such economic distortions.

4.4 ***Other Allocation Rules.***

(a) **Allocation Periods**. For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the General Partner using any permissible method under Code Section 706 and the Regulations thereunder.

(b) **Sharing Ratios**. All allocations to the Partners pursuant to this Article IV shall, except as otherwise provided, be divided among them in proportion to their Sharing Ratios as shown on Exhibit "A" attached hereto and incorporated herein for all purposes.

(c) **Pro Rata Allocations**. Except as otherwise provided in this Agreement, all items of Partnership income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Partners in the same proportions as they share Profits or Losses, as the case may be, for the year.

4.5 ***Tax Allocations: Code Section 704(c)***. In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial Gross Asset Value (computed in accordance with Section 1.15(a)—Fair Market Value of this Agreement).

In the event the Gross Asset Value of any Partnership asset is adjusted pursuant to Section 1.1 5(b)—Adjust Gross Fair Market Value hereof, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

Any elections or other decisions relating to such allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 4.5 are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Person's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

4.6 ***Adjustment to Sharing Ratios***. The Sharing Ratios of the Partners shall be adjusted in the event: (I) a Partner makes an additional Capital Contribution as permitted by Section 3.5—Additional Contributions; (2) there is any transfer or assignment of any part of a Partnership Interest by or among the Partners or to any Person who becomes an assignee or transferee of any part of a Partnership Interest; or (3) there is any other disproportionate adjustment to the Capital Account of a Partner. Upon adjustment, a Partner's Sharing Ratio shall then be determined by the percentage calculated from dividing the value of such Partner's Capital Account by the value of all Partner's Capital Accounts. To simplify Partnership accounting, any adjustment to the Sharing Ratios of the Partners as a result of additional Capital Contributions shall be made semi-annually on June 30 or December 31 following such Capital Contribution.

ARTICLE V
DISTRIBUTIONS

5.1 ***Net Cash flow***. Except as otherwise provided in Article XII hereof, Net Cash Flow, if any, shall from time to time, but not less often than once annually, be distributed among the Partners in proportion to their Sharing Ratios.

5.2 ***Amounts Withheld***. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment, distribution, or allocation to the Partnership, the General Partner, or the Limited Partners shall be treated as amounts distributed to the Partners pursuant to this Article V for all purposes under this Agreement. The General Partner is authorized to withhold from distributions, or with respect to allocations, to the Partners and to pay over to any federal, state, or local government any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state, or local law, and may allocate any such amounts among the Partners in any manner that is in accordance with applicable law.

ARTICLE VI
MANAGEMENT

6.1 ***Authority of the General Partner***. The General Partner shall have the full, exclusive and absolute right, power and authority to manage the business, assets, properties, investments and affairs of the Partnership and, except to the extent otherwise provided herein in accordance with the provisions of this Agreement, shall have all of the rights and powers which may be possessed by general partners under the Limited Partnership Act, any other state or federal law and the provisions hereof.

The scope of such power and authority shall encompass all matters in any way connected with or incident to such business, including, without limitation, the right and power to:

(a) sell, exchange, trade, surrender, release, abandon, purchase, lease, or otherwise, acquire or dispose of, any real or personal property on such terms and conditions as the General Partner may determine to be in the best interests of the Partnership, which may be necessary, convenient, or incidental to the accomplishment of the purposes of the Partnership;

(b) operate, maintain, finance, improve, construct, own, grant options with respect to, sell, convey, assign, mortgage, and lease any real estate and any personal property necessary, convenient, or incidental to the accomplishment of the purposes of the Partnership;

(c) execute any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the purchase, sale, disposition, management, maintenance, and operation of the Partnership Property, and to apply for and execute any licenses or permits or any other documents related to or required for the business of the Partnership or necessary or desirable in connection with managing the affairs of the Partnership, including executing amendments to this Agreement and the Certificate in accordance with the terms of this Agreement, pursuant to any power of attorney granted by the Limited Partners to the General Partner;

(d) borrow money and issue evidence of indebtedness necessary, convenient, or incidental to the accomplishment of the purposes of the Partnership, and secure the same by mortgages, pledge, or other lien on any Partnership Property;

(e) execute, in furtherance of any or all of the purposes of the Partnership, any deed, lease, mortgages, deed of trust, mortgages note, promissory note, bill of sale, contract, receipt, release, discharge, or other instrument purporting to convey clear title to or encumber any or all of the Partnership Property;

(f) buy, sell, trade, short, create contracts, enter into, execute and deliver any type of hedge or speculation or otherwise trade in any marketable security, any derivative of a marketable security or any security that is a derivative of a good, a product, a service, a commodity, or otherwise, and to maintain such accounts, licenses, permits, brokerage agreements, and any other contracts or agreements necessary or desirable, directly or indirectly to permit the activities of this section.

(g) pay and prepay in whole or in part, refinance, recast, increase, modify, or extend any liabilities affecting the Partnership Property and in connection therewith execute any extensions or renewals of encumbrances on any or all of the Partnership Property;

(h) care for and distribute funds to the Partners by way of cash, income, return of capital, or otherwise, or, to the extent funds of the Partnership are in the judgment of the General Partner, not immediately required for the conduct of the Partnership's business, to temporarily invest the excess funds in those income producing accounts of the Partnership as the General Partner deems appropriate, all in accordance with the provisions of this Agreement, and perform all matters in furtherance of the objectives of the Partnership or this Agreement;

(i) contract on behalf of the Partnership for the employment and services of employees and/or independent contractors, such as lawyers, accountants, and investment advisors, and specifically including the General Partner and any of its officers and directors, and to pay such salaries, consulting fees, success fees or other compensations as the General Partner may reasonably determine, and to delegate to such Persons the duty to manage or supervise any of the assets or operations of the Partnership;

(j) engage in any kind of activity and perform and carry out contracts of any kind (including contracts of insurance covering risks to Partnership Property and General Partner liability) necessary or incidental to, or in connection with, the accomplishment of the purposes of the Partnership, as may be lawfully carried on or performed by a partnership under the laws of each state in which the Partnership is then formed or qualified;

(k) make any and all elections for federal, state, and local tax purposes including, without limitation, any election, if permitted by applicable law: (i) to adjust the basis of the Partnership Property pursuant to Code Sections 754, 734(b), and 743(b), or comparable provisions of state or local law, in connection with Transfers of Partnership interests and Partnership distributions; (ii) with the unanimous consent of the Limited Partners, to extend the statute of limitations for assessment of tax deficiencies against the Partners with respect to adjustments to the Partnership's federal, state, or local tax returns; and (iii) to represent the Partnership and the Partners before taxing authorities or courts of competent jurisdiction in tax matters affecting the Partnership and the Partners in their capacities as General Partners or Limited Partners, and to file any tax returns and execute any agreements or other documents relating to or affecting such tax matters, including, to the extent provided in Code Sections 6221 through 6231, agreements or other documents that bind the General Partner and Limited Partners with respect to such tax matters or otherwise affect the rights of the Partnership, General Partner, and Limited Partners. The General Partner is specifically authorized to act as the "Tax Matters Partners" under the Code and in any similar capacity under state or local law and only the General Partner as the "Tax Matters Partners" shall have the authority to execute an extension of the statute of limitations for the Partnership or a power of attorney binding upon the Partnership;

(l) to expend the Partnership's capital, assets and profits in furtherance of the business of the Partnership;

(m) to pay any and all reasonable fees and to make any and all reasonable expenditures which the General Partner, in its sole discretion, deems necessary or appropriate in connection with the organization of the Partnership, the management of the affairs of the Partnership and the carrying out of its obligations and responsibilities under this Agreement;

(n) with respect to any operation of the Partnership, to enter into any partnership agreement, limited partnership agreement, limited liability company, incorporation, shareholders' agreement, syndication, sharing arrangement, joint venture or other related agreements for the acquisition, disposition, use or development of Partnership Property and any other similar agreements, with any person, or persons acceptable to the General Partner, and which are engaged in any business or transaction in which the Partnership is authorized hereby to engage;

(o) to guarantee the payment of money or the performance of any contract or obligation by any person, firm or corporation on behalf of the Partnership in furtherance of the business of the Partnership;

(p) take, or refrain from taking, all actions, not expressly proscribed or limited by this Agreement, as may be necessary or appropriate to accomplish the purposes of the Partnership;

(q) institute, prosecute, defend, settle, compromise, and dismiss lawsuits or other judicial or administrative proceedings brought on or in behalf of, or against, the Partnership or the Partners in connection with activities arising out of, connected with, or incidental to this Agreement, and to engage counsel or others in connection therewith; and

(r) to take such other actions and perform such other acts as the General Partner deems necessary or appropriate to carry out the business of the Partnership.

6.2 ***Restrictions on Authority of the General Partner.***

(a) **Non-Consent.** Without the consent of all of the Limited Partners, the General Partner shall not have the authority to, and covenants and agrees that it shall not:

(i) knowingly do any act in contravention of this Agreement;

(ii) knowingly do any act which would make it impossible to carry on the ordinary business of the Partnership, except as otherwise provided in this Agreement;

(iii) knowingly perform any act that would subject any Limited Partner to liability as a general partner in any jurisdiction;

(iv) admit an additional Limited Partner, except as expressly provided herein;

(v) merge or consolidate the Partnership with, or sell, assign, lease or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of the Partnership Property (whether now owned or hereafter acquired) to any Person;

(vi) terminate, liquidate or wind up Partnership, except upon occurrence of event which, under applicable law, terminates the Partnership in light of provisions of this Agreement;

(vii) confess a judgment against the Partnership; or

(viii) approve provisions of any loans that impose any personal liability on the Limited Partners.

6.3 ***Right to Rely On the General Partner.*** Any Person dealing with the Partnership may rely (without duty or further inquiry) upon a certificate signed by the General Partner as to:

(a) **Identification.** The identity of the General Partner or any Limited Partner;

(b) **Reliance On Facts.** The existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the General Partner or which are in any other manner germane to the affairs of the Partnership;

(c) **Other Persons in Authority.** The Persons who are authorized to execute an deliver any instrument or document of the partnership; or

(d) **Acts/Omissions.** Any act or failure to act by the Partnership or any other matter whatsoever involving the Partnership or any Partner.

6.4 ***Standard of Care: Conflicts.***

(a) **Standard of Care.** In the performance of its duties under this Agreement, the General Partner shall use its best efforts to conduct the business of the Partnership in a good and businesslike manner and in accordance with sound business practice in the industry. The general Partner shall not be held liable or responsible to any Partner or to the Partnership for any losses sustained or liabilities incurred in connection with or attributable to errors in judgment of the General Partner, **SPECIFICALLY INCLUDING SUCH PERSON'S SOLE, PARTIAL OR CONCURRENT NEGLIGENCE, BUT**, excluding those which are attributable to the General Partner's gross negligence, bad faith, or willful misconduct.

(b) **Conflicts.** Notwithstanding any of the terms of this Agreement, pursuant to the express terms of the Texas Revised Partnership Act, all of the Partners hereby agree that it shall not be a breach of this Agreement or a breach of any common law or statutory duty of loyalty or care for the General Partner and its Affiliates to engage in any other business or charitable activities in addition to the activities of the Partnership, and that the General Partner and its representatives shall not be required to devote its full time to the management of the Partnership and that the

General Partner and its Affiliates and representatives may likewise conduct their own businesses and invest personal assets without regard to whether these other activities may constitute a "Partnership" opportunity and without regard to whether allocation thereof may constitute a conflict of interest. The Partners also acknowledge that pursuant to the agreement of the preceding sentence, the General Partner and its affiliates and representatives may be a general partner of or otherwise mange other limited partnerships and other businesses conducting investments similar to this Partnership, each of which may have investment objectives similar to the Partnership, and the General Partner or its Affiliates may own or acquire or have interest in other projects which may create certain conflicts of interest between the Partnership and such other ownership, interests and projects, and agree that such activities by the General Partner and its Affiliates and representatives, even though in competition with the Partnership, shall not constitute a breach of this Agreement or any duty under common law or statutory formulation.

(c) **Waiver of Self Dealing.** The General Partner shall have the authority to enter into any transaction on behalf of the Partnership despite the fact that another party to any such transaction may be (i) a Trust of which a Partner is a trustee or beneficiary; (ii) an estate of which a Partner is a personal representative or beneficiary; (iii) a business controlled by one or more Partners or a business of which any Partner is also a director, officer or employee; (iv) any affiliate or business associate of a Partner; or (v) any Partner, acting individually or any relative of a Partner, provided the terms of the transaction are no less favorable than those the Partnership could obtain form an unrelated third party.

6.5 ***Indemnification of the General Partner.*** The General Partner shall be indemnified and held harmless by the Partnership, to the full extent permitted under the laws of the State of Texas, to the extent that the Partnership assets are sufficient therefor, from and against any and all claims, demands, liabilities, costs, damages, and cause of action arising out of the General Partners' management of the Partnership affairs, except where the claim at issue is based upon gross negligence, bad faith, breach of any material provision of this Agreement, or willful misconduct of the General Partner. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies, and recourse to which the General Partner shall be entitled. The indemnification authorized by this Section 6.5 shall include the payment of reasonable attorney's fees and other expenses incurred in settling or defending any claims, threatened action, or finally adjudicated legal proceedings.

6.6 ***Sale of the Partnership Property; Term Sales: Buyer's Promissory Notes.***

(a) **Power to Sell.** The General Partner may cause the Partnership to sell any Partnership Property at such times and at such prices as it deems to be in the best interest of the Partnership.

(b) **Limitation.** The General Partner shall not sell any part of the Partnership Property to any Partner or an Affiliate of any Partner at a price less than one hundred percent (100%) of Appraised Value (determined not more than three (3) months prior to such sale).

(c) **Term of Sale.** The General Partner, if it deems it to be in the best interest of the Partnership, may sell part of the Partnership Property for a consideration which in addition to cash, includes a buyer's promissory note ("Buyer's Promissory Note") secured by a mortgage on the sold part of the Partnership Property. For purposes of this Agreement, a Buyer's Promissory Note shall be deemed to have a value equivalent to the original principal amount of such note.

(d) **Sale of Negotiable Documents.** The General Partner may sell the Buyer's Promissory Note as it deems advisable. If the General Partner is unable to find a non-Affiliate as a buyer, then the General Partner or an Affiliate of the General Partner may agree to purchase the Buyer's Promissory Note at the current fair market value as estimated not more than one (1) month after the purchase; provided, however, prior to purchasing such Buyer's Promissory Note, the General Partner will offer to sell the Buyer's Promissory Note to the Limited Partners who will be entitled

to purchase such note for cash at a price not less than the price determined by the independent appraiser pursuant to this Section 6.6.

6.7 ***Compensation and Loans.***

(a) **Compensation and Reimbursement.** Pursuant to the express provisions of Section 6.1—Authority of General Partner, the General Partner shall be fully authorized to pay or receive reasonable salaries, fees, or draw for services rendered to or on behalf of the Partnership, and each and every Partner shall be fully reimbursed for any expenses incurred by such Partner on behalf of the Partnership.

(b) **Expenses.** In connection with the conduct, operation and sale of the Partnership Property and the operation of the Partnership, the General Partner may charge the Partnership, and shall be reimbursed, for any direct expenses reasonably incurred in connection with the Partnership's business; provided, however, that no such expense shall be included other than at a price which reflects a competitive market rate for such expense; and provided further, that no contract or arrangement entered into by the General Partner on behalf of the Partnership with the General Partner or an Affiliate shall be on terms less advantageous to the Partnership than that generally available from an unaffiliated third party.

(c) **Loans.** Any Person may, with the consent of the General Partner, lend or advance money to the Partnership. If any partner shall make any loan or loans to the Partnership or advance money on its behalf, the amount of any such loan or advance shall not be treated as a Capital Contribution but shall be a debt due from the Partnership. The amount of any such loan or advance by a lending Partner shall be repayable out of the Partnership's cash and shall bear interest at such rate as the General Partner and the lending Partner shall agree but not in excess of the maximum rate permitted by law. If the General Partner, or an Affiliate of the General Partner, is the lending Partner, the rate of interest shall be determined by the General Partner taking into consideration, without limitation, prevailing interest rates and the interest rates the General Partner or an Affiliate of the General Partner is required to pay in the event the General Partner or Affiliate of the General Partner has itself borrowed funds to loan or advance to the Partnership, and the terms and conditions of such loan, including the rate of interest, shall be no less favorable to the Partnership than if the lender had been an independent third party. None of the Partners shall be obligated to make any loan or advance to the Partnership.

(d) **Cash and Other Liquid Assets.** All Partnership Property in the form of cash not otherwise invested shall be deposited for the benefit to the Partnership in one or more accounts of the Partnership, maintained in such financial institutions as the general Partner shall determine or shall be invested in short-term liquid securities or other cash-equivalent assets or shall be left in escrow, and withdrawals shall be made only in the regular course of Partnership business on such signature or signatures as the General Partner may determine from time to time.

6.8 ***Operating Restrictions.***

(a) **Requirement of Sale.** The signature of the General Partner shall be necessary and sufficient to convey title to any real or personal property, including any marketable securities or derivative instruments owned by the Partnership or to execute any promissory notes, trust deeds, mortgages, or other instruments of hypothecation, and all of the Partners agree that a copy of this Agreement may be shown to the appropriate parties in order to confirm the same, and further agree that the signature of the General Partner shall be sufficient to execute any "statement of partnership" or other documents necessary to effectuate this or any other provision of this Agreement. To the extent necessary under the laws of any state or other requirements, the Partners do hereby appoint the General Partner as their attorney-in-fact for the execution of any or all of the documents described herein.

ARTICLE VII
LIMITED PARTNERS

7.1 ***General.*** The Limited Partners shall have all of the rights, and be afforded the status, of limited partners as set forth in the Limited Partnership Act. No Limited Partners shall have any right or power to (1) take part in the management or control of the Partnership or its business or affairs, (2) transact any business for the Partnership, or (3) sign for or bind the Partnership in any way. The Partners intend to confer on each Limited Partner the most complete limitation on liability permitted by law, and in connection therewith, and subject to the voting procedures and requirements set forth in this Agreement, hereby grant express authorization to the Limited Partners to maintain, to the fullest possible extent, their limited liability hereunder in connection with all activities permitted of Limited Partners under the Limited Partnership Act, particularly Section 303(b), as it may be amended or interpreted.

7.2 ***Limitation of Liability.*** (1) The liability of the Limited Partners shall be limited to the amount which they have contributed and agreed to contribute to the Partnership pursuant to Article III. Contributions, and (2) the total amount of all Capital Contributions returned to such Limited Partner together with interest thereon necessary to discharge Partnership liabilities to all creditors who extend credit or whose claims arose before such return.

7.3 ***Covenant Not to Withdraw or Dissolve.*** Notwithstanding any provision of the Limited Partnership Act, each Limited Partner hereby covenants and agrees that the Partners have entered into this Agreement based on their mutual expectation that all Partners will continue as Partners and carry out the duties and obligations undertaken by them hereunder and that, except as otherwise expressly required or permitted hereby, no Partner shall withdraw or retire from the Partnership, be entitled to demand or receive a return of such Partner's contributions or profits (or a bond or other security for the return of such contributions or profits), or exercise any under the Limited Partnership Act to dissolve the Partnership without the unanimous consent of the Partners. Upon death, dissolution, bankruptcy or any other voluntary or involuntary transfer of an Interest in the Partnership held by a Limited Partner, the rights of such Limited Partner to share in the profits and losses of the Partnership shall inure to the benefit of the successor, but the successor does not have the right to become a substitute Limited Partner, except in accordance with the provisions hereof.

7.4 ***Consent and Ratification.*** To the extent that any action that the General Partner is entitled to take pursuant to this Agreement requires, pursuant to the Limited Partnership Act, the consent to or ratification of the Limited Partners (including consent to or ratification of a reconstitution provided for in article XII), each Limited Partner hereby acknowledges that its execution of this Agreement shall conclusively be deemed to be the granting of such consent and ratification.

ARTICLE VIII
ADMINISTRATION AND TAX MATTERS

8.1 ***Books and Records.*** The books and records of the Partnership shall be kept, at the expense of the Partnership, by the General Partner at the principal place of business of the partnership on a year ending December 31st and the cash basis for all purposes, and shall reflect all Partnership transactions and be appropriate and adequate for conducting the Partnership business. On or before the due date of the Partnership's federal tax return (including extensions thereof) from each calendar year, there shall be delivered to each Partner a statement setting forth the Partners' distributive share of Partnership income, gain, loss, deduction, or credit required to be shown on the Partnership's federal tax return and, to the extent provided for by form or accompanying instructions, any additional information that may be required to apply particular provisions of Subtitle A of the Code to the Partners with respect to items related to the Partnership.

8.2 ***Inspection.*** Each Partner, or designated agents, shall have the right, upon giving ten (10) business days prior written notice to the General Partner, to inspect the books and records of the Partnership during reasonable business hours at the principal place of business of the Partnership.

8.3 ***Bank Accounts.*** All funds of the Partnership shall be deposited in its name in an account or accounts maintained at banks or financial institutions. The funds of the Partnership shall not be commingled with the funds of any other Person without the approval or consent of the Limited Partners. Checks shall be drawn upon the Partnership account or accounts only for the purposes of the Partnership, and shall be signed by such signatory party or parties as may be designated from time to time by the General Partner.

8.4 ***Subchapter K Election.*** No election shall be made by the Partnership or by any Partner to be excluded from the application of the provisions of Subchapter K of Chapter 1 of Title lA of the Code or any similar provisions of applicable state tax laws.

8.5 ***Status of Creditor.*** No creditor who makes a nonrecourse loan to the Partnership shall have or acquire, at any time as a result of making the loan, any direct or indirect interest in the profits, capital or property of the Partnership other than as a secured creditor.

ARTICLE IX
AMENDMENTS

9.1 ***Amendments.***

(a) **Proposed Amendments.** Amendments to this Agreement may be proposed by the General Partner or by any Limited Partner. Following such proposal, the General Partner shall submit to the Limited Partners a verbatim statement of any proposed amendment, provided that counsel for the Partnership shall have approved of the same in writing as to legal issues or provision hereof, and the General Partner shall include in any such submission a recommendation as to whether the proposed amendment should or should not be adopted. The General Partner shall seek the written consent (which consent does not have to be unanimous) on the proposed amendment or shall call a meeting to vote thereon and to transact any other business that it may deem appropriate. Meetings and written consents of Partners shall be conducted according to and governed by the Texas Business Corporation Act as if all Partners were shareholders. For purposes of obtaining a written vote, the General Partner may require response within a reasonable specified time, but not less than fifteen (15) business days, and failure to respond in such time period shall constitute a vote which is consistent with the General Partner's recommendation with respect to the proposal. A proposed amendment shall be adopted and be effective as an amendment hereto if it receives the affirmative vote of a majority in interest of the Partners, unless the amendment concerns provisions of this Agreement which require more than a majority of the Parties, in which event the provision may be amended by the percentage of partners required for action in that provision.

(b) **Amendment Limitations.** Notwithstanding Section 9.1(a) hereof, this Agreement shall not be amended without the consent of each person adversely affected if such amendment would (i) convert a Limited Partner's interest in the Partnership into a General Partner's interest, (ii) modify or adversely affect the limited liability o f a Limited Partner or otherwise increase the personal liability of the Limited Partner, or (iii) require additional capital contributions by the Partners.

9.2 ***Meetings of the Partners.***

(a) **Meetings.** Meetings of the Partners may be called by the General Partner and shall be called upon the written request of any Limited Partner. Notice of any such meeting shall be given to all Partners not less than ten (10) business days nor more than sixty (60) business days prior to the date of such meeting and shall state the nature and purpose of any business to be transacted thereof. Partners may vote in person or by proxy at such meeting. The vote of a majority in interest of the Partners shall control any such action unless affecting a provision herein which requires a percentage in excess of 51% of the Partners to act, in which case the highest percentage shall govern the required percentage for amendment.

(b) **Voting Eligibility.** For the purpose of determining the Partners entitled to vote on, or to vote at, any meeting of the Partners or any adjournment thereof, the General Partner or the Limited Partner requesting such meeting may fix, in advance, a date as the record date for any such determination. Such date shall be in accordance with the procedures in the Texas Business Corporation Act for meetings of shareholders.

(c) **Proxy Permitted.** Each Limited Partner may authorize any Person or Persons to act for it by proxy on all matters in which a Limited Partner is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Limited Partner or its attorney-in-fact. No proxy shall be valid after the expiration of eleven (11) months form the date thereof unless otherwise provided in the Proxy. Every proxy shall be revocable at the pleasure of the Limited Partner executing it.

(d) **Presiding Entity.** Each meeting of the Partners shall be conducted by the General Partner or such other Person as the General Partner may appoint pursuant to Robert Rules of Order.

ARTICLE X
RESTRICTIONS UPON OWNERSHIP AND TRANSFER OF OWNERSHIP

THE OWNERSHIP AND TRANSFERABILITY OF INTEREST IN THE PARTNERSHIP ARE SUBSTANTIALLY RESTRICTED. NEITHER RECORD TITLE NOR BENEFICIAL OWNERSHIP OF A PERCENTAGE INTEREST OF ANY PARTNER MAY BE TRANSFERRED OR ENCUMBERED EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT.

10.1 ***Generally.*** This Partnership is formed by those who know and trust one another, who will have surrendered certain management rights (in exchange for limited liability in the case of a Limited Partner) or who will have assumed sole management responsibility and risk (in the case of a General Partner) based upon their relationship and trust. Capital is also material to the business and investment objectives of the Partnership and its federal tax status. An unauthorized transfer of a Partner's interest could cause a substantial hardship to the Partnership, jeopardize its capital base, and adversely affect its tax structure. These restrictions upon ownership and transfer are not intended as penalty, but as a method to protect and preserve existing relationships based upon trust and the Partnership's capital and its financial ability to continue. Except as expressly provided herein, neither record title nor beneficial ownership of a Partnership Interest held by a Partner as a General Partner may be transferred without the prior written consent of all Partners. Except as provided in Section 10.2, neither record title nor beneficial ownership of a Partnership interest held by a Partner as a Limited Partner may be transferred without the unanimous consent of the Partners.

10.2 ***Disclosure, Limitations and Exceptions.*** The ownership and transfer or assignment of a Partnership Interest is further subject to the following disclosures, limitations and exception:

(a) **Federal Law Disclosure and Limitations.** The Partnership Interests have not been, nor will they be, registered under federal or state securities laws. Such Partnership Interests may not be

offered for sale, sold, pledged, or otherwise transferred unless so registered, or unless an exemption form registration exists. The availability of any exemption from registration must be established by a written opinion of counsel for the owner thereof, which opinion of counsel must be reasonably satisfactory to the General Partner.

(b) **Death of a Partner.** If a General Partner then serving is a person in an individual capacity (as opposed to a trustee, or an entity, such as a corporation, partnership, or limited liability company), the Partnership Interest held by that individual as General Partner will, as a result of his or her death, be re-classified as a Limited Partner Partnership Interest. If a Limited Partner is a person in an individual capacity (as opposed to a trustee, or an entity, such as a corporation, partnership, or limited liability company) or if an individual (i) is the beneficiary of a trust, the trustee of which is a Limited Partner and such individual has the special or general power to appoint the beneficiaries thereof upon his or her death or (ii) was a General Partner whose Partnership Interest was converted to that of a Limited Partner pursuant to the preceding sentence of this Section 10.2(b), the Partnership Interest held by that individual as a Limited Partner may pass to any one or more of the following, without the required unanimous consent of the Partners:

(i) Any descendent of the individual, including descendents by adoption;

(ii) Any parent of the individual;

(iii) Any brother or sister of the individual;

(iv) Any descendent of a brother or sister of the individual, including descendants by adoption;

(v) Any spouse of any individual described in subparagraphs (i) through (iv), other than a spouse who is legally separated from the individual under a decree of separate maintenance or with respect to whom there is an action for divorce pending; or

(vi) Any trust created for the use and benefit of any individual described in subparagraphs (i) through (v).

The Partnership Interest may pass to any individual described in subparagraphs (i) through (v) and/or to any trust created for any such individual Limited Partner, duly admitted to probate; under the terms of any trust described in subparagraph (vi); under a power of appointment pursuant to a trust in which the individual has the special or general power to appoint among the beneficiaries of the trust; or, in the case of any individual described in subparagraphs (i) through (v), under the laws of descent and distribution, if the individual Limited Partner dies intestate.

(c) **Estate Planning Transfers.** If a Limited Partner is a person in an individual capacity (as opposed to a trustee, or an entity, such as a corporation, partnership, or limited liability company) or if an individual has a beneficial interest in a trust the trustee of which is a Limited Partner and such individual has the special or general power to make a disposition of all or any part of his or her interest in the trust during his or her lifetime, he or she will have the right to make transfers of a Limited Partner Partnership Interest, for value, without value, or for less than full consideration to any one or more of the following, without the required unanimous consent of the Partners:

(i) Any descendant o f the individual, including descendants by adoption;

(ii) Any parent of the individual;

(iii) Any brother or sister of the individual;

(iv) Any descendant of a brother or sister of the individual, including a descendant by adoption;

(v) Any spouse of any individual described in subparagraphs (i) through (iv), other than a spouse who is legally separated form the individual under a decree of separate maintenance or with respect to whom there is an action for divorce pending; or

(vi) Any trust created for the use and benefit of any individual described in subparagraphs (i) through (v).

(d) **Nonrecognition of an Unauthorized Transfer.** The Partnership will not be required to recognize the interest of any assignee or transferee who has obtained a purported Partnership Interest as the result of a transfer or assignment which is not authorized hereunder. If the ownership of a Partnership Interest is in doubt, or if there is reasonable doubt as to who is entitled to a distribution of the Net Cash Flow or liquidating proceeds attributable to a Partnership Interest, the General Partner may accumulate such Net Cash Flow or liquidation proceeds until this issue is finally determined and resolved.

In the case of a Transfer or attempted Transfer of Interests that is not a Permitted Transfer, the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Partnership and the other Partners from all cost, liability, and damage that any of such indemnified Persons may incur (including, without limitation, incremental to liability and lawyers' fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

(e) **Disposition upon Divorce of a Limited Partner.** If as the result of a Limited Partner's divorce, the other spouse (the "non-partner spouse") is determined to have any interest in such Limited Partner's Partnership Interest held in the name of such Limited Partner (the "partner spouse"), then the interest of the non-partner spouse shall be deemed an unauthorized transfer as provided in Section 10.2(d) and as such shall be subject to the provisions of Section 10.2(f); provided, however, that the partner spouse shall have the option to acquire the interest before the Partnership by giving written notice to the non-partner spouse of such partner spouse's intent to purchase within ninety (90) days from the date of tendering by the non-partner spouse of a written demand for such interest; provided further that, if the partner spouse fails to exercise such option, then thereafter the Partnership's option shall arise.

(f) **Acquisition of an Interest Conveyed to Another Without Authority.** If any person should acquire the Partnership Interest of a Partner, or become an assignee thereof, as the result of an order of a court of competent jurisdiction which the Partnership is required by law to recognize, or if a Partner's interest in the Partnership is subjected to a lawful "charging order" by a court of competent jurisdiction, or if a Partner makes an unauthorized transfer or assignment of a Partnership Interest, which the Partnership is required by law (and by order of a court of competent jurisdiction) to recognize, the Partnership will have the unilateral option to acquire the interest of the transferee or assignee, or any fraction or part thereof, upon the following terms and conditions:

(i) The Partnership will have the option to acquire the interest by giving written notice to the transferee or assignee of its intent to purchase within ninety (90) days from the date that the Partnership is provided notice of the transfer or assignment.

(ii) The valuation date for the determination of the purchase price of such interest will be the first day of the month following the month in which notice is delivered.

(iii) Unless the Partnership and the transferee or assignee agree otherwise, the purchase price for such interest, or any fraction or part thereof to be acquired by the Partnership, shall

be an amount of cash equal to its fair market value as determined by the written appraisal of a person or firm qualified to value partnerships. The appraiser shall be selected by the General Partner but must be a member of the American Society of Appraisers, or its successor, and qualified to perform business appraisals of partnerships and ownership interest therein.

(iv) Closing of the sale will occur at the principal office of the Partnership at 10 o'clock a.m., on the first Tuesday of the month following the month in which the valuation report is rendered.

(v) In order to reduce the burden upon the resources of the Partnership, the Partnership will have the option, to be exercised in writing delivered at closing, to pay its purchase obligation in fifteen (15) annual installments (or the remaining term of the Partnership if less than fifteen (15) years) with interest thereon at the Applicable Federal Rate (as defined in the Code) in effect from time to time funding the period over which interest is accrued. The first installment of principal, with interest due thereon, will be due and payable on the first business day of the calendar year following closing, and subsequent annual installments, with interest due thereon, will be due and payable, in order, on the first business day of each calendar year which follows until the entire amount of the obligation, principal and interest, is fully paid. The Partnership will have the right to prepay all or any part of the purchase obligation at any time without premium or penalty.

(vi) With the unanimous consent of the Partners other than the Partners other than the Partner whose interest is to be acquired, the General Partner may assign the Partnership's purchase option to one or more of the remaining Partners, in which event any rights or obligations impose upon the partnership will instead become, by substitution, the rights and obligations of the Partner or Partners who are assignees.

(vii) Neither the transferee -nor assignee of an unauthorized transfer or assignment (or the Partner causing the transfer or assignment) will have the right to vote on Partnership matters during the prescribed option period or, if the option to purchase is timely exercised, until the sale is actually closed.

(g) **Admission of Substituted Limited Partners.** Notwithstanding anything in this Article X to the contrary, any successor to the Partnership Interest of a Limited Partner permitted under the terms of this Agreement shall be admitted to the Partnership as a substituted Limited Partner only upon the (a) furnishing to the General Partner of (i) an acceptance in form satisfactory to the General Partner of all of the terms and conditions of this Agreement and (ii) such other documents and instructions as may be required to effect the admission of such successor as a Limited Partner, and (b) obtaining of the consent of the General Partner, in any case where a successor qualifies as such under subsection (b) or (c) of Section 10.2. Such consent may be withheld or granted in the sole discretion of the General Partner. The transferee shall be admitted to the Partnership as a substituted Limited Partner as of the effective date of the transfer.

10.3 ***Partnership Interest Pledge or Encumbrance.*** No Partner may grant a security interest in or otherwise pledge, hypothecate or encumber his interest in this Partnership or such Partner's distributions hereunder without the prior written consent of all Partners. It is understood that the Partners are under no obligation to give such consent nor are they subject to liability for withholding such consent.

10.4 ***Distributions and Applications in Respect to Transferred Interest.*** If any Partnership Interest is sold, assigned, or transferred during any accounting period in compliance with the provisions of this Article X, Profits, Losses, each item thereof, and all other items attributable to the transferred interest for such period shall be divided and allocated between the transferor and the transferee by taking into

account their varying interests during the period in accordance with Code Section 706(d), using any conventions permitted by law and selected by the General Partner. All distributions on or before the date of such transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Solely for purposes of making such allocations and distributions, the Partnership shall recognize such transfer not later than the end of the calendar month during which it is given notice of such transfer, provided that if the Partnership does not receive a notice stating the date such Interest was transferred and such other information as the General Partner may reasonably require within thirty (30) days after the end of the accounting period during which the transfer occurs, then all of such items shall be allocated, and all distributions shall be made, to the Person who, according to the books and records of the Partnership, on the last day of the accounting period during which the transfer occurs, was the owner of the Interest. Neither the Partnership nor the General Partner shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 10.4, whether or not the General Partner or the Partnership has knowledge of any transfer of ownership of any Interest.

ARTICLE XI
GENERAL PARTNERS

11.1 ***Additional General Partners.*** Except as provided in Articles X, XI and Section 12.1 hereof, no Person shall be admitted to the Partnership as a General Partner without the unanimous written consent of the Partners.

11.2 ***Covenant Not to Withdraw, Transfer, or Dissolve.*** Except as otherwise permitted by this Agreement, the General Partner hereby covenants and agrees not to (i) take any action to file a certificate of dissolution or its equivalent with respect to itself, (ii) take any action that would cause a Bankruptcy of the General Partner, (iii) withdraw or attempt to withdraw from the Partnership, (iv) exercise any power under the Limited Partnership Act to dissolve the Partnership, (v) transfer all or any portion of its interest in the Partnership as a General Partner hereunder until the Partnership is dissolved and liquidated pursuant to Article XII hereof If the Limited Partners agree by majority vote, they may provide that the Partnership Interest of the General Partner be transferred to a successor designate by the Limited Partners pursuant to the Partnership Interest of the General Partner be transferred to a successor designated by the Limited Partners pursuant to the terms and conditions of Section 11.3, below.

11.3 ***Permitted Transfers.***

(a) **General Partner.** The General Partner may transfer all, but not less than, all of its General Partner's Interest in the Partnership (i) at any time without any consent required from the Limited Partners, to any Person that is such General Partner's Wholly Owned Affiliate, or (ii) to any Person who is approved by a majority of the Limited Partners; provided that no such Transfer shall be permitted unless and until (x) all of the conditions set forth in Section 10.2 hereof are satisfied, and (y) the transferor and transferee provide the Partnership with an opinion of counsel, which opinion and counsel shall be acceptable to the other Partners, to the effect that such Transfer will not cause the Partnership to become taxable as a corporation for federal income tax purposes, or to fail to meet any condition precedent then in effect pursuant to an official pronouncement of the Internal Revenue Service to the issuance of private letter ruling by the Internal Revenue Service confirming that the Partnership will be treated as a Partnership for federal tax purposes, whether or not such a ruling is being or has been requested.

(b) **Admission of General Partner's Transferee.** A transferee of a General Partner's Interest hereunder shall be admitted as a General Partner with respect to such General Partner's Interest if, but only if, (i) the majority of the other Partners consent to such admission, and (ii) if such transferee is a corporation, the transferee satisfies the requirements of the Internal Revenue Code

regarding qualifications of a corporate general partner. In the event that the transferee of a General Partner's Interest is admitted hereunder, such transferee shall be deemed admitted to the Partnership as a General Partner immediately prior to the Transfer, and such transferee shall continue the business of the Partnership without dissolution.

(c) **Non Admission of Transferee.** A transferee who acquires a General Partner's Interest hereunder by means of a Transfer that is permitted under this Section 11.3, but who is not admitted as a General Partner, shall have no authority to act for or bind the Partnership, to inspect the Partnership's books, or otherwise to be treated as a General Partner. Such transferee shall be treated as a Person who acquired an Interest in the Partnership in a Permitted Transfer under Article X of this Agreement. Following such a Transfer, the transferor shall not cease to be a General Partner of the Partnership and shall continue to be a General Partner. Whether or not admitted as a General Partner, no transferee shall have any liability for the acts of the Predecessor General Partner.

11.4 ***Prohibited Transfers.*** Any purported Transfer of any General Partner's Interest that is not permitted pursuant to the terms hereof above shall be null and void and of no effect whatsoever; provided that if the Partnership is required to recognize a Transfer that is not so permitted (or if the Partnership, in its sole discretion, elects to recognize a Transfer that is not so permitted), the General Partner's Interest transferred shall be strictly limited to the transferor's rights to allocations and distributions as provided by this Agreement with respect to the transferred interest, which allocations and distributions may be applied (without limiting any other legal or equitable rights of the Partnership) to satisfy any debts, obligations, or liabilities for damages that the transferor or transferee of such General Partner's Interest may have to the Partnership.

In the case of a Transfer or attempted Transfer of a General Partner's Interest that is not permitted hereby, (a) such transfer or withdrawal shall be a breach of this Agreement and the Partnership may recover damages from such Partner, including the reasonable cost of obtaining replacement services such Partner was obligated to perform. The Partnership may, in addition to pursuing any remedies otherwise available under applicable law, recover from such Partner by offsetting any damages against any amount otherwise attributable to such Partner, reducing the Limited Partner interest into which such withdrawing General Partner's interest may be converted or both. The parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Partnership and the other Partners form all cost, liability, and damage that any of such indemnified Persons may incur (including, without limitation, incremental tax liability and lawyers' fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

11.5 ***Termination of Status as General Partner.***

(a) **Cessation of General Partner**—A General Partner shall cease to be a General Partner upon the first to occur of (i) the Bankruptcy of such Partner, (ii) the Transfer of such Partner's General Partner's interest, provided that the transferee of such General Partner's Interest is admitted as a substituted General Partner pursuant to Section 11.3(b)—Admission of General Partner's Transfer of this Agreement, (iii) the involuntary Transfer by operation of law of such Partner's General Partner's Interest, (iv) the vote of a majority in interest of the Limited Partners to remove such General Partner after such General Partner has attempted to make a Transfer of its General Partner's Interest that is not permitted by Section 11.3 Permitted Transfers, committed a material breach of this Agreement, committed any other act or suffered any other condition that would justify a decree of dissolution of the Partnership under the laws of the State of Texas, or, in the case of a corporate General Partner, there is a Change in Control of the General Partner. In the event a Person ceases to be a General Partner without having Transferred its entire General Partner's Interest, such Person shall be treated as a unadmitted transferee of a Partnership interest

as a result of an unpermitted Transfer of an interest pursuant to Section 10.2 Disclosures, Limitations and Exceptions. If a General Partner withdraws in violation of this Agreement, the Partnership Interest held by such Partner as a General Partner shall automatically be converted to that of a Limited Partner effective immediately after the successor of a new General Partner. The resulting Limited Partner Interest of the withdrawn General Partner may be reduced pro rata with all other Partners to provide compensation or an interest in the Partnership. The withdrawn General Partner shall, thereafter, have no voting rights in the Partnership. The Partnership shall have the unilateral option to acquire the entire interest of the withdrawn General Partner under the same terms and conditions specified in Section 10.2(f)—Acquisition of an Interest Conveyed to Another Without Authority, as if the withdrawn General Partner were a transferee of an interest conveyed without authority.

If a General Partner ceases to be a Partner for any reason hereunder, such Person shall continue to be liable as a Partner for all debts and obligations of the Partnership existing at the time such Person ceases to be a General Partner, regardless of whether, at such time, such debts or liabilities were know or unknown, actual or contingent. A Person shall not be liable as General Partner for Partnership debts and obligations arising after such Person ceases to be a General Partner. Any debts, obligations, or liabilities in damages to the Partnership of any Person who ceases to be a General Partner shall be collectible by any legal means and the partnership is authorized, in addition to any other remedies at law or in equity, to apply any amounts otherwise distributable or payable by the Partnership to such Person to satisfy such debts, obligations, or liabilities.

(b) **Effect on Dissolution**—It is the intention of the Partners that the Partnership not dissolve as a result of the cessation of any General Partner's status as a General Partner; provided, however, that if it is determined by a court of competent jurisdiction that the partnership has dissolved, the provisions of Section 12.1 Liquidating Events shall govern.

(c) **No Effect In Limited Interests**—If at the time a Person ceases to be a General Partner such Person is also a Limited Partner with respect to an Interest other than its General Partner's Interest, such cessation shall not affect such Person's rights and obligations with respect to such Interest.

ARTICLE XII
DISSOLUTION AND WINDING UP

12.1 ***Liquidating Events***. The Partnership shall dissolve and commence winding up and liquidating upon the first to occur of any of the following ("Liquidating Events"):

(a) **Withdrawal**—An event of withdrawal of a General Partner described in Section 4.02 of the Limited Partnership Act, except that any event described in Subsection (4), (5), (7), (8) and (9) of Section 4.02 of the Limited Partnership Act shall not be an event of withdrawal.

(b) **Expiration Term**—The expiration of the term provided in Section 2.6 Term;

(c) **Unanimous Vote**—The unanimous vote of the Partners to dissolve, wind up, and liquidate the Partnership;

(d) **Other Events**—The happening of any other event that makes it unlawful, impossible, or impractical to carry on the business of the Partnership; or

The Partners hereby agree that, notwithstanding any provision of the Limited Partnership Act, the Partnership shall not dissolve prior to the occurrence of a Liquidating Event. Upon the occurrence of any event set forth in this Section 12.1(d), the partnership shall not be dissolved or required to be wound up if at the time of such event there is at least one (1) remaining General Partner and that General Partner carries on the business of the Partnership (any such remaining General Partner being hereby authorized to carry on the business of the Partnership), or within ninety (90) days after such event all of the raining Partners agree in writing to continue the business of the Partnership and to the appointment, effective as of the date of such event, of one or more additional General Partners. If it is determined, by a court of competent jurisdiction, that the Partnership has dissolved prior to the occurrence of an event specified in this Section 12.1(d) hereof, the Partners fail to agree to continue the business of the Partnership as provided in this Section 12.1, then within an additional ninety (90) days, all of the Partners may elect to reconstitute the Partnership and continue its business on the same terms and conditions set forth in this Agreement by forming a new limited partnership on terms identical to those set forth in this Agreement and having as a General Partner a Person elected by unanimous vote. Unless such an election is made within one hundred eighty (180) days after the event causing dissolution, the Partnership shall wind up its affairs in accordance with Section 12.2—Winding Up. If such election is made within one hundred eight (180) days after the event causing dissolution, then:

(i) the reconstituted limited partnership shall continue until the occurrence of a liquidating Event as provided in this Section 12.1;

(ii) if the successor General Partner is not the former General Partner, then the interest of the former General Partner shall be treated thenceforth as an unadmitted transferee of a General Partner's Interest as a result of an unpermitted Transfer of an Interest pursuant to Section 11.4 Prohibited Transfers; and

(iii) all necessary steps shall be taken to cancel this Agreement and the Certificate and to enter into a new Partnership Agreement and Certificate of Limited Partnership, and the successor General Partner may for this purpose exercise the powers of attorney granted the General Partner pursuant to Article XIII Power of Attorney, provided that the right of all of the Partners to select a successor General Partner and to reconstitute and continue the business of the Partnership shall not exist and may not be exercised unless the Partnership has received an opinion of counsel that the exercise of the right would not result in the loss of limited liability of any Limited Partners and neither the Partnership nor the reconstituted Partnership would cease to be treated as a Partnership for federal income tax purposes upon the exercise of such right to continue.

12.2 ***Winding Up***. Upon the occurrence of a Liquidating Event, the Partnership shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Partners and no Partners shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Partnership's business and affairs, provided that all covenants contained in this Agreement and obligations provided for in this Agreement shall continue to be fully binding upon the Partners until such time as the Partnership Property has been distributed pursuant to this Section 12.2 and the Partnership has terminated. The General Partners (or, in the event there is no remaining General Partners, any Person elected by a majority in interest of the Limited Partners) shall be responsible for overseeing the winding up and dissolution of the Partnership and shall take full account of the Partnership's liabilities and Property and the Partnership Property shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom, to the extent sufficient therefor, shall be applied and distributed in the following order:

(a) First, to the payment and discharge of all of the Partnership's debts and liabilities to creditors other than the General Partner,

(b) Second, to the payment and discharge of all of the Partnership's debts and liabilities to the General Partner;

(c) Third, to the payment and discharges of all of the Partnership's debts and liabilities to the Limited Partners; and

(d) The balance, if any, to the Partners in accordance with their Capital Accounts, after giving effect to all contributions, distributions, and allocations for all periods.

No General Partner shall receive any additional compensation for any services performed pursuant to this Article XII.

12.3 ***Compliance With Timing Requirements of Regulations***. In the event the Partnership is "liquidated" within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations, (1) distributions shall be made pursuant to this Article XII to the Partners who have positive Capital Accounts in compliance with Section 1.704-1(b)(2)(ii)(b)(2) of the regulations, and (2) if the General Partner's Capital Account has a deficit balance (after giving effect to all contributions, distributions, and allocations for all taxable years, including the year during which such liquidation occurs), the General Partner shall contribute to the capital of the Partnership the amount necessary to restore such deficit balance to zero in compliance with Section 1.7041(b)(2)(ii)(b)(3) of the Regulations. If any Limited partner has an Adjusted Capital Account Deficit (after giving effect to all contributions, distributions, and allocations for all taxable years, including the year during which such liquidation occurs), such Limited Partner shall have no obligation to make any contribution to the capital of the Partnership with respect to such Adjusted Capital Account Deficit, and such Adjusted Capital Account Deficit shall not be considered a debt owed to the Partnership or to any other Person for any purpose whatsoever. In the discretion of the General Partner, a pro rata portion of the distributions that would otherwise be made of the Partners pursuant to this Article XII may be:

(a) distributed to a trust established for the benefit of the Partners for the purposes of liquidating Partnership assets, collecting amounts owed to the Partnership, and paying any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partner arising out of or in connection with the Partnership. The assets of any such trust shall be distributed to the Partners from time to time, in the reasonable discretion of the General Partner, in the same proportions as the amount distributed to such trust by the Partnership would otherwise have been distributed to the Partners pursuant to this Agreement; or

(b) withheld to provide a reasonable reserve for Partnership liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Partnership, provided that such withheld amounts shall be distributed to the Partners as soon as practicable.

12.4 ***Deemed Distribution and Recontribution***. Notwithstanding any other provision of this Article XII, in the event the Partnership is liquidated within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations but no Liquidating Event has occurred, the Partnership Property shall not be liquidated, the Partnership's liabilities shall not be paid or discharged, and the Partnership affairs shall not be wound up. Instead, solely for federal income tax purposes, the Partnership shall be deemed to have distributed the Partnership Property in kind to the Partners, who shall be deemed to have assumed and taken subject to all Partnership liabilities, all in accordance with their respective Capital Accounts. Immediately thereafter, the Partners shall be deemed to have recontributed the Partnership Property in kind to the Partnership, which shall be deemed to have assumed and taken subject to all such liabilities.

12.5 ***Rights of Partners***. Except as otherwise provided in this Agreement, (1) each Partner shall look solely to the assets of the Partnership for the return of its Capital Contribution and shall have no right or power to demand or receive property other than cash from the Partnership, and (2) no

Partners shall have priority over any other Partners as to the return of its Capital Contributions, distributions, or allocations.

12.6 ***Notice of Dissolution***. In the event a Liquidating Event occurs or an event occurs that would, but for provisions of Section 12.1 Liquidating Events, result in a dissolution of the Partnership, the General Partner shall, within thirty (30) days thereafter, provide written notice thereof to each of the Partners and to all other parties with whom the Partnership regularly conducts business (as determined in the discretion of the General Partner) and shall publish notice thereof in a newspaper of general circulation in each place in which the Partnership regularly conducts business (as determined in the discretion of the General Partner).

ARTICLE XIII
POWER OF ATTORNEY

13.1 ***General Partner as Attorney-In-Fact***. Each Limited Partner hereby makes, constitutes, and appoints each General Partner and each successor General Partner, with full power of substitution and resubstitution, its true and lawful attorney-in-fact for it and in its name, place, and stead and for its use and benefit, to sign, execute, certify, acknowledge, swear to, file, and record (1) all Certificates of Limited Partnership, amended name or similar Certificates, and other Certificates and instruments (including counterparts of this Agreement) which the General Partner may deem necessary or appropriate to be filed by the Partnership under the laws of the State of Texas or any other state or jurisdiction in which the Partnership is doing or intends to do business; (2) any and all amendments or changes to this Agreement and the instruments described in (1), as now or hereafter amended, which the General Partners may deem necessary or appropriate to effect a change or modification of the Partnership in accordance with the terms of this Agreement, including, without limitation, amendments or changes to reflect (x) the exercise by any General Partner of any power granted to it under this Agreement, (y) the admission of any substituted Partners, and (z) the deposition by any Partner of its interest in the Partnership; (3) all certificates of cancellation and other instruments which the General Partner deems necessary or appropriate to effect the dissolution and termination of the Partnership; (4) all Certificates of cancellation and other instruments which the General Partner deems necessary or appropriate to effect the dissolution and termination of the Partnership pursuant to the terms of this Agreement; and (5) any other instrument which is now or may hereafter be required by law to be filed on behalf of the Partnership or is deemed necessary or appropriate by the General Partner to carry out fully the provisions of this Agreement in accordance with its terms. Each Limited Partner authorizes each such attorney-in-fact to take any further action which such attorney-in-fact shall consider necessary or advisable in connection with any of the foregoing, hereby giving each such attorney-in-fact full power and authority to do and perform each and every act or thing whatsoever requisite or advisable to be done in connection with the foregoing as fully as such Limited Partner might or could do personally, and hereby ratifying and confirming all that any such attorney-in-fact shall lawfully do or cause to be done by virtue thereof or hereof.

13.2 ***Nature as Special Power***. The power of attorney granted pursuant to this Article XIII:

(a) is a special power of attorney coupled with an interest and is irrevocable;

(b) may be exercised by any such attorney-in-fact by listing the Limited Partners executing any agreement, certificate, instrument, or other document with the single signature of any such attorney-in-fact for all such Limited Partners; and

(c) shall survive the Bankruptcy, dissolution, or cessation of existence of a Limited Partner and shall survive the delivery of an assignment by a Limited Partner of the whole or a portion of its Interest in the Partnership, except that where the assignment is of such Limited Partner's entire interest in the Partnership and the assignee, with the consent of the General Partner, is admitted

as a substituted Limited Partner, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling any such attorney-in-fact to effect such substitution.

ARTICLE XIV
MISCELLANEOUS

14.1 ***Notices***. Any and all notices, requests, consents or other communications permitted or required to be given under the terms of this Agreement shall be in writing and shall be deemed received (1) if given by telecopier when transmitted as the appropriate telephonic confirmation received if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission, (2) if given by certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mails, (3) if given by telex, upon receipt by the party transmitting the telex (receipt of confirmation in writing not being necessary to the effectiveness of any telex), and (4) if given by Federal Express service or other means, when received or personally delivered. The mailing address and facsimile number of each of the parties is as follows or at such other addresses as may be provided to the other parties by notice given in accordance with the foregoing:

(a) If to the Partnership, to the address set forth in Section 2.5 hereof; and

(b) If to a Partner, to the address set forth opposite such Partner's name on Exhibit A hereto.

Any such notice shall be deemed to be delivered, given, and received for all purposes as of the date so delivered, if delivered personally, or otherwise as of the date on which the same was deposited in a regularly maintained receptacle of the deposit of United States mail addressed and sent as aforesaid. Any Person may from time to time specify a different address or facsimile number by notice given in the manner provided in this Section 14.1.

14.2 ***Binding Effect***. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective successors, transferors, and assigns.

14.3 ***Construction***. Every Covenant, term, and provision of this Agreement shall be construed according to its fair meaning and not strictly for or against any Partners. The terms of this Agreement are intended to embody the economic relationship among the Partners and shall not be subject to modification by or conform with any actions by the Internal Revenue Service, except as this Agreement may be explicitly so amended and except as may relate specifically to the filing of tax returns.

14.4 ***Headings***. Section and other headings contained in this Agreement are for reference purposes only and are not intended to scribe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

14.5 ***Severability***. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; and this Agreement shall be construed and enforce as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid, or unenforceable provisions there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, and enforceable and that shall not be more restrictive than the one severed here from.

14.6 ***Further Action***. Each Partner, upon the request of the General Partner, agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

14.7 ***Variation of Pronouns***. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the Person or Persons may require.

14.8 ***Governing Law***. The laws of the State of Texas shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Partners.

14.9 ***Waiver of Action for Partition; No Bill for Partnership Accounting***. Each of the Partners irrevocably waives any right that it may have to maintain any action for partition with respect to any of the Partnership Property. To the fullest extent permitted by law, each of the Partners covenants that it will not (except with the consent of the General Partners) file a bill for Partnership accounting.

14.10 ***Counterpart Execution***. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

14.11 ***Sole and Absolute Discretion***. Except as otherwise provided in this Agreement, all actions which the General Partner may take and all determinations which the General Partner may make pursuant to this Agreement may be taken and made at the sole and absolute discretion of the General Partner.

14.12 ***Specific Performance***. Each Partner agrees with the other Partners that the other Partners will be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages will not provide an adequate remedy in such event. Accordingly, it is agreed that in addition to any other remedy to which the nonbreaching Partners may be entitled, at law or in equity, the nonbreaching Partners shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and specifically to enforce the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction thereof.

14.13 ***Offset***. In the event that any sum is payable to any Partner pursuant to this Agreement, any amounts owed by such Partner to the Partnership shall be deducted form said sum before payment to such Partner.

14.14 ***Independent Conduct***. Each of the Partners and respective Affiliates reserve and retain the right to engage in all businesses and activities of any kind whatsoever (irrespective of whether same maybe in competition with the business and activities of the Partnership) and to acquire and own all assets however acquired and wherever situated, and to receive compensation or profit therefrom, for its own respective account and without in any manner being obligated to disclose such business and activities or assets or compensation or profit to the other Partners or to the Partnership.

14.15 ***Partnership Unit Options***. The General and Limited Partners are aware that Steve Horn held common stock options in Enco Systems, Inc. in the amount of 44,199 share options, none of which had been exercised at the time of conversion of Enco Systems, Inc. The Partners desire to and do hereby preserve such options in the form of unit options of the same percentage of unit options as are the stock options so that, as and when exercised, Steve Horn would own a total of 36.25% of 100% of all Limited Partnership units issued and outstanding after the exercise of such unit options. Except for the number of Units as above prescribed, the terms and conditions of the common stock options shall be applicable to the unit options and are herein made a part hereof by reference. The aforesaid 36.25% includes the fractional beneficial interest Steve Horn owns of the 1% of the Limited Partnership owned by the General Partner.

EXECUTED to be effective as of the first date above written.

GENERAL PARTNER:

ENCO SYSTEMS MANAGEMENT SERVICES TRUST

/s/ Mark Cuculic

MARK CUCULIC, Co-Trustee

/s/ Gail Cuculic

GAIL CUCULIC, Co-Trustee

/s/ Steven Horn

STEVEN HORN, Co-Trustee

LIMITED PARTNERS:

/s/ Mark Cuculic

MARK CUCULIC

/s/ Gail Cuculic

GAIL CUCULIC

/s/ Steve Horn

STEVE HORN

EXHIBIT "A"

TO THE AGREEMENT OF

LIMITED PARTNERSHIP OF

ENCO SYSTEMS PARTNERSHIP, LTD.

PARTNER	STATUS	INITIAL CAPITAL CONTRIBUTION	PARTNERSHIP UNITS	SHARIN RATIO
ENCO SYSTEMS MANAGEMENT SERVICES TRUST 9203 EMMOTT ROAD HOUSTON, TEXAS (77040)	GENERAL PARTNER	-0-	100	1%
GAIL CUCULIC 9203 EMMOTT ROAD HOUSTON, TEXAS (77040)	LIMITED PARTNER	- -0-	2,994	29.94%
MARK CUCULIC 9203 EMMOTT ROAD HOUSTON, TEXAS (77040)	LIMITED PARTNER	- -0-	4,810	48.10%
STEVE HORN 9203 EMMOTT ROAD HOUSTON, TEXAS (77040)	LIMITED PARTNER	- -0-	2,096	20.96%
TOTALS		**- -0-**	**10,000**	**100%**

EXHIBIT "B"

CERTIFICATE OF

LIMITED PARTNERSHIP INTEREST
OF
ENCO SYSTEMS PARTNERSHIP, LTD.

This Certifies that _____ has been admitted as a Limited Partner of ENCO SYSTEMS PARTNERSHIP, LTD., and has been issued _____ Partnership Units which represent its interest as a Limited Partner in the Partnership.

IN WITNESS WHEREOF, the said Family Partnership has caused this Certificate to be signed by its duly authorized General Partner this _____ day of _____ 2001.

GENERAL PARTNER:

ENCO SYSTEMS MANAGEMENT SERVICES TRUST

GAIL CUCULIC, Co-Trustee

QuickLinks

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 3.48

Form 404
(revised 9/05)
Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: $150

[The State of Texas Seal]

Articles of Amendment
Pursuant to Article 4.04,
Texas Business
Corporation Act

This space reserved for office use.
FILED
In the Office of the
Secretary of State of Texas
DEC 08 2005
Corporations Section

Article 1—Name

The name of the corporation is as set forth below:

ENCO Systems Inc.

State the name of the entity as it is currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name in Article 1.

The filing number issued to the corporation by the secretary of state is: 80037257

Article 2—Amended Name

(If the purpose of the articles of amendment is to change the name of the corporation, then use the following statement).

The amendment changes the articles of incorporation to change the article that names the corporation.

The article in the Articles of Incorporation is amended to read as follows:

The name of the corporation is (state the new name of the corporation below)

WFI Texas Inc.

The name of the entity must contain an organizational designation or accepted abbreviation of such term. The name must not be the same as, deceptively similar to, or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 3—Amendment to Registered Agent/Registered Office

The amendment changes the articles of incorporation to change the article stating the registered agent and the registered office address of the corporation. The article is amended to read as follows:

Registered Agent of the Corporation
(Complete either A or B, but not both. Also complete C.)

o A. The registered agent is an organization **(cannot be corporation named above)** by the name of:

OR

o B. The registered agent is an individual resident of the state whose name is set forth below.

First Name	MI	Last Name	Suffix

Registered Office of the Corporation (Cannot be a P.O. Box.)

C. The business address of the registered agent and the registered office address is:

Street Address	City	State	Zip Code
701 Brazos Street Suite 1050	Austin	TX	78701

Article 4—Other Altered, Added, or Deleted Provisions

Other changes or additions to the articles of incorporation may be made in the space provided below. If the space provided is insufficient to meet your needs, you may incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

Article 5—Statement of Approval

The amendments to the articles of incorporation have been approved in the manner required by the Texas Business Corporation Act and by the constituent documents of the corporation.

Effectiveness of Filing

A. ☒ This document will become effective when the document is filed by the secretary of state.

OR

B. o This document will become effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a false or fraudulent document.

12/2/05

Date

/s/ Chris Caulson

Signature of Authorized Officer

Form 404
(revised 9/05)
Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: $150

[State of Texas Seal]

Articles of Amendment
Pursuant to Article 4.04,
Texas Business
Corporation Act

This space reserved for office use.
FILED
In the Office of the
Secretary of State of Texas
DEC 15 2005
Corporations Section

Article 1—Name

The name of the corporation is as set forth below:

WFI Texas Inc.

State the name of the entity as it is currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name in Article l.

The filing number issued to the corporation by the secretary of state is: 80037257

Article 2—Amended Name

(If the purpose of the articles of amendment is to change the name of the corporation, then use the following statement)

The amendment changes the articles of incorporation to change the article that names the corporation.

The article in the Articles of Incorporation is amended to read as follows:

The name of the corporation is (state the new name of the corporation below)

Wireless Facilities II Texas, Inc.,

The name of the entity must contain an organizational designation or accepted abbreviation of such term. The name must not be the same as, deceptively similar to, or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 3—Amendment to Registered Agent/Registered Office

The amendment changes the articles of incorporation to change the article stating the registered agent and the registered office address of the corporation. The article is amended to read as follows:

Registered Agent of the Corporations
(Complete either A or B, but not both. Also complete C.)

☒ A. The registered agent is an organization **(cannot be corporation named above)** by the name of:

Corporation Service Company

OR

o B. The registered agent is an individual resident of the state whose name is set forth below.

First Name	MI	Last Name	Suffix

Registered Office of the Corporation (Cannot be a P.O. Box.)

C. The business address of the registered agent and the registered office address is:

Street Address	City	State	Zip Code
701 Brazos Street Suite 1050	Austin	TX	78701

Article 4—Other Altered, Added, or Deleted Provisions

Other changes or additions to the articles of incorporation may be made in the space provided below. If the space provided is insufficient to meet your needs, you may incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

Article 5—Statement of Approval

The amendments to the articles of incorporation have been approved in the manner required by the Texas Business Corporation Act and by the constituent documents of the corporation.

Effectiveness of Filing

A. ☒ This document will become effective when the document is filed by the secretary of state.

OR

B. o This document will become effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a false or fraudulent document.

12/12/05

Date

/s/ Chris Caulson VP of Finance

Signature of Authorized Officer

ARTICLES OF AMENDEMENT
OF
WIRELESS FACILTIES II TEXAS, INC.

FILED
In the Office of the
Secretary of State of Texas
JAN 27 2006
Corporations Section

Pursuant to the provisions of Article 4.04 of the Texas Business Corporation Act, the corporation hereinafter named (the "Corporation") does hereby adopt the following Articles of Amendment.

Article 1. Name

The name of the corporation is Wireless Facilities II Texas, Inc.

The filing number issued to the corporation by the secretary of state is: **80037257.**

Article 2. Amended Name

The amendment changes the articles of incorporation to change the article that names the corporation. The article in the Articles of Incorporation is amended to read as follows:

The name of the corporation **is WFI Texas, Inc.**

Effectiveness of Filing

This document will become effective when the document is filed by the secretary of state.

Execution

The undersigned signs this document subject tot the penalties imposed by law for a submission of a false or fraudulent document.

Dated this 26th day of January 2006.

/s/ Katherine T.L. Wren

Katherine T.L. Wren
Assistant Secretary

Form 424
(Revised 01/06)

[STATE OF TEXAS SEAL]
Certificate of Amendment

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FILED
In the Office of the
Secretary of State of Texas
NOV 07 2007
Corporations Section

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions

Entity Information

The name of the filing entity is:

WFI Texas, Inc.

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

☒ For-profit Corporation
o Nonprofit Corporation
o Cooperative Association
o Limited Liability Company
o Professional Corporation
o Professional Limited Liability Company
o Professional Association
o Limited Partnership

The file number issued to the filing entity by the secretary of state is: 800037257

The date of formation of the entity is: December 17, 2001

Amendments

1. Amended Name
(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

Kratos Southwest, Inc.

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

o A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

o B. The registered agent is an individual resident of the state whose name is:

First Name *M.I.* *Last Name* *Suffix*

C. The business address of the registered agent and the registered office address is:

TX

Street Address (No P.O. Box) *City* *State* *Zip Code*

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

o **Add** each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

o **Alter** each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

o **Delete** each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

A. ☒ This document becomes effective when the document is filed by the secretary of state.

B. o This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

C. o This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: November 5, 2007

/s/ Chris Caulson

Chris Caulson, Vice President

Signature and title of authorized person(s) (see instructions)

Form 424
(Revised 01/06)

[STATE OF TEXAS SEAL]
Certificate of Amendment

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FILED
In the Office of the
Secretary of State of Texas
NOV 15 2007
Corporations Section

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions

Entity Information

The name of the filing entity is:

Kratos Southwest, Inc.

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

☒ For-profit Corporation
o Nonprofit Corporation
o Cooperative Association
o Limited Liability Company
o Professional Corporation
o Professional Limited Liability Company
o Professional Association
o Limited Partnership

The file number issued to the filing entity by the secretary of state is: 800037257

The date of formation of the entity is: December 17, 2001

Amendments

1. Amended Name
(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

Kratos Texas, Inc.

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

o A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

o B. The registered agent is an individual resident of the state whose name is:

First Name *M.I.* *Last Name* *Suffix*

C. The business address of the registered agent and the registered office address is:

TX

Street Address (No P.O. Box) *City* *State* *Zip Code*

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

o **Add** each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

o **Alter** each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

o **Delete** each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

A. ☒ This document becomes effective when the document is filed by the secretary of state.

B. o This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

C. o This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: November 14, 2007

/s/ Chris Caulson

Chris Caulson, Vice President

Signature and title of authorized person(s) (see instructions)

ARTICLES OF INCORPORATION

OF

ENCO SYSTEMS, INC.

ARTICLE ONE
Name

The name of the CORPORATION is ENCO SYSTEMS, INC.

ARTICLE TWO
Duration

The period of the duration of the CORPORATION is perpetual.

ARTICLE THREE
Purposes

The purposes for which the CORPORATION is organized is the transaction of any lawful business for which corporations may be incorporated under the Texas Business Corporation Act.

ARTICLE FOUR
Stock

A. The aggregate number of shares that the CORPORATION shall have the authority to issue is Five Million (5,000,000) shares of common stock of no par value, (the "COMMON STOCK"), and Five Million (5,000,000) shares of preferred stock, par value One Dollar (S1.00) per share (the "PREFERRED STOCK").

B. The Board of Directors of the CORPORATION (the "BOARD OF DIRECTORS") is authorized, subject to limitations prescribed by Texas law and the provisions of this Article IV, to divide the PREFERRED STOCK into classes and series and fix and determine the relative rights and preferences of the shares of any classes and series so established.

C. The authority of the BOARD OF DIRECTORS with respect to each series shall include the determination of the following:

a. The rate of dividend payable with respect to shares of such series and the dates, terms, and other conditions 0/1 which such dividends shall be payable.

b. The nature of the dividend payable with respect to shares of such series as cumulative, noncumulative or partially cumulative.

c. The price at and the tarns and conditions on which shares may be redeemed The amount payable upon shares in the event of involuntary liquidation. The amount payable upon shares in the event of voluntary liquidation. Sinking fund provisions for the redemption or purchase of shares.

d. The amount payable upon shares in the event of involuntary liquidation.

e. The amount payable upon shares in the event of voluntary liquidation.

f. Sinking fund provisions for the redemption or purchase of shares.

g. The terms and conditions on which shares may be converted, if the shares of any series arc issued with the privilege of conversion.

h. Voting rights.

i. Repurchase obligations of the CORPORATION with respect to the shares of each series, subject, however, to the limitations of Article 2.38 of the Texas Business Corporation Act, as amended.

Any of the voting powers, designations, preferences, rights and qualifications, limitations or restrictions of any such series of PREFERRED STOCK may be made dependent upon facts ascertainable outside these Articles of Incorporation or of any amendment hereto, or outside the resolution or resolution, providing for the issuance of such stock adopted by the BOARD OF DIRECTORS pursuant to authority expressly vested in it by these provisions, provided that such facts and the manner in which such facts shall operate upon the voting powers, designations, preferences, rights and qualifications, limitations or restrictions of such series of stock are clearly and expressly set forth in the resolution or resolutions providing for the issuance of such stock adopted by the BOARD OF DIRECTORS.

D. No holder of any shares of any class of stock of the CORPORATION, whether now or hereafter authorized, shall have the right, preemptive or otherwise, to acquire additional, unissued or treasury shares of the CORPORATION, or securities of the CORPORATION, convertible into or carrying any rights to subscribe to or acquire any such additional, unissued or treasury shares."

ARTICLE FIVE
Restriction on Commencement of Business

The CORPORATION shall not commence business until it has received for the issuance of its shares consideration of the value on One Thousand Dollars ($1,000.00), consisting of money, labor done or property actually received.

ARTICLE SIX
Registered Office and Registered Agent

The post office address of the initial registered office of the CORPORATION is 9203 Emmott Road, Houston, Texas (77040), and the name of the registered agent at such address is Mark Cuculic.

ARTICLE SEVEN
Board of Directors

The number of directors of the CORPORATION shall be two (2); provided, however, that such number may be increased or decreased upon resolution of the BOARD OF DIRECTORS in compliance with these Articles and the CORPORATION's Bylaws. The name and address of the persons who are to serve as directors of the CORPORATION until their successor(s) are elected and qualified is:

MARK CUCULIC
9203 Emmott Road
Houston, Texas 77040

STEVE HORN
9203 Emmott Road
Houston, Texas 77040

ARTICLE EIGHT
Denial of Pre-Emptive Rights and Prohibition of Cumulative Voting

No shareholder shall be entitled as a matter of right to subscribe for, purchase or receive any shares of stock or rights or options of the CORPORATION which it may issue or sell, whether out of the number of shares authorized by these Articles of Incorporation or by amendment thereof or out of

the shares of the stock of the CORPORATION acquired by it after the issuance thereof nor shall any shareholder be entitled as a matter °fright to subscribe for, purchase or receive any bonds, debentures or other securities which the CORPORATION may issue or sell that shall be convertible into or exchangeable for stock or to which shall be attached or appertain any warrant or warrants or other instrument or instruments that shall confer upon the holder or owner of such obligation the right to subscribe for, purchase, or receive from the CORPORATION any shares of its capital stock; but all such additional issues of stock, rights and options, or of bonds, debentures or other securities convertible into or exchangeable for stock or to which warrants shall be attached or appertain or which shall confer upon the holder the right to subscribe for, purchase or receive any shares of stock may be issued and disposed of by the BOARD OF DIRECTORS to such persons, firms or corporations as in their absolute discretion may deem advisable. The acceptance of stock in the CORPORATION shall be a waiver of any pre-emptive or preferential right which in the absence of this provision might otherwise be asserted by the shareholders of the CORPORATION or any of them.

Cumulative Voting in the election of directors is expressly prohibited.

ARTICLE NINE
Provisions for Regulation of the Internal Affairs of the Corporation

A director of the CORPORATION shall not be personally liable, or shall be liable only to the intent provided herein, to the CORPORATION or its shareholders for monetary damages for an act or omission in the director's capacity as a director, except that this Article does not authorize the elimination or limitation of the liability of a director to the extent the director is found liable for:

A. a breach of the director's duty of loyalty to the CORPORATION or its shareholders;

B. an act or omission not in good faith that constitutes a breach of duty of the director to the CORPORATION or an act or omission that involves intentional misconduct or a knowing violation of the law;

C. a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or

D. an act or omission for which the liability of a director is expressly provided by an applicable statute.

ARTICLE TEN
Conflict of Interests

No contract or other transaction between the CORPORATION and one or more of its directors, officers or shareholders or between the CORPORATION and another corporation, partnership, joint venture, trust or other enterprise of which one or more of the CORPORATION's directors, officers or shareholders are members, officers, shareholders, directors or employees or in which they are otherwise interested, directly or indirectly, shall be invalid solely because of such relationship, or solely because such a director, officer or shareholder is present at or participates; in the meeting of the BOARD OF DIRECTORS or committee thereof that authorizes the contract or other transaction, or solely because of his or their votes are counted for such purpose, if: (a) the material facts as to his relationship or interest and as to the contract or other transaction are known or disclosed to the BOARD OF DIRECTORS or committee thereof, and such board or committee in good faith authorizes the contract or other transaction by the affirmative vote of a majority of the disinterested directors even through the disinterested directors be less than a quorum; or (b) the material facts as to his relationship or interest and as to the contract or other transaction are known or disclosed to the shareholders entitled to vote thereon, and the contract or other transaction is approved in good faith by vote of the shareholders; or (c) the contract or other transaction is fair u to the CORPORATION as of the time it is entered into.

ARTICLE ELEVEN
Indemnity

A. *Indemnification*. As permitted by Section 0 of Article 2.02-1 of the Texas Business Corporation Act (the "Indemnification Article"), the CORPORATION (a) makes mandatory the indemnification of directors permitted under Section B of the Indemnification Article as contemplated by Section G thereof, and (b) agrees to advance the reasonable expenses of a director upon such director's compliance with the requirements of Sections K and L of the Indemnification Article.

B. *Non-Exclusivity*. The provisions of Section 11.1 shall not be deemed exclusive of any other rights to which any director of the CORPORATION may be entitled under any agreement, pursuant to a vote of the BOARD OF DIRECTORS, any committee thereof or the shareholders, as a matter of law or otherwise, either as to action in his official capacity or as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director and shall inure to the benefit of the heirs, executors, and administrators of such person.

C. *Limitation*. No person shall be entitled to indemnification pursuant to this Article XI in relation to any matter as to which indemnification shall not be permitted by law.

D. *Defined Terms*. Terns used herein that are defined in the Indemnification Article shall have the respective meanings set forth in the Indemnification Article.

ARTICLE TWELVE
Incorporator

The name and address of the Incorporator is:

Glynn D. Nance
Nance & Duncan, P.L.L.C.
1111 North Loop West, Suite 810
Houston, Texas 7008-4713

IN WITNESS WHEREOF, I have hereunto set my hand, this 13th day of December, 2001.

/s/ GLYNN D. NANCE

GLYNN D. NANCE

QuickLinks

Exhibit 3.49

BYLAWS

OF

KRATOS TEXAS, INC.

TABLE OF CONTENTS

BY-LAWS
OF
KRATOS TEAXAS, INC.

ARTICLE I

OFFICES

Section 1. REGISTERED OFFICES. The registered office shall be in the City of Houston, County of Harris, State of Texas.

Section 2. OTHER OFFICES. The corporation may also have offices at such other places both within and without the State of Texas as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. PLACE OF MEETINGS. Meetings of stockholders shall be held at any place within or outside the State of Delaware designated by the Board of Directors. In the absence of any such designation, stockholders' meetings shall be held at the principal executive office of the corporation.

Section 2. ANNUAL MEETINGS OF STOCKHOLDERS. The annual meeting of stockholders shall be held each year on a date and a time designated by the Board of Directors, At each annual meeting directors shall be elected and any other proper business may be transacted,

Section 3. QUORUM; ADJOURNED MEETINGS AND NOTICE THEREOF. A majority of the stock issued and outstanding and entitled to vote at any meeting of stockholders, the holders of which are present in person or represented by proxy, shall constitute a quorum for the transaction of business except as other-wise provided by law, by the Certificate of Incorporation, or by these Bylaws. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum and the votes present may continue to transact business until adjournment. If, however, such quo-rum shall not be present or represented at any meeting of the stockholders, a majority of the voting stock represented in person or by proxy may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote thereat.

Section 4. VOTING. When a quorum is present at any meeting, in all matters other than the election of directors, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes, or the Certificate of Incorporation, or these Bylaws, a different vote is required in which case such express provision shall govern and control the decision of such question. Directors guilt be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors.

Section 5. PROXIES. At each meeting of the stockholders, each stockholder having the right to vote may vote in person or may authorize another person or persons to act for him by proxy appointed by an instrument in writing subscribed by such stockholder and bearing a date not more than three years prior to said meeting, unless said instrument provides for a longer period. All proxies must be filed with the Secretary of the corporation at the beginning of each meeting in order to be counted in any vote at the meeting. Each stockholder shall have one vote for each share of stock having voting

power, registered in his name on the books of the corporation on the record date set by the Board of Directors as provided in Article VII, Section 6 hereof.

Section 6. SPECIAL MEETINGS. Special meetings of the stockholders, for any purpose, or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President and shall be called by the President or the Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding, and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special, meeting of stockholders shall be limited to the purposes stated in the notice.

Section 7. NOTICE OF STOCKHOLDERS' MEETINGS. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which notice shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. The written notice of any meeting shall be given to each stockholder entitled to vote at such meeting not less than ten nor more than sixty days before the date of the meeting. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the corporation.

Section 8. MAINTENANCE AND INSPECTION OF STOCKHOLDER LIST. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten 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 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 whole time thereof, and may be inspected by any stockholder who is present.

Section 9. STOCKHOLDER ACTION BY WRITTEN CONSENT WITHOUT A MEETING. Unless otherwise provided in the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the corporation by delivery to its registered office, its principal place of business, or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Every written consent shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty days of the earliest dated consent delivered in the manner required by this Section 9 to the corporation, written consents signed by a sufficient number of holders to take action are delivered to the corporation by delivery to its registered office, its principal place of business or to an officer or agent of the corporation having 'low custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the corporation as provided above.

ARTICLE III

DIRECTORS

Section 1. THE NUMBER OF DIRECTORS. The number of directors which shall constitute the whole Board shall be not less than one (1) nor more than ten (10). The exact number of directors shall be fixed by resolution of the Board of Directors. Until otherwise determined by such resolution the Board shall consist of two (2) directors. The directors need not be stockholders. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until his successor is elected and qualified; provided, however, that unless otherwise restricted by the Certificate of Incorporation or by law, any director or the entire Board of Directors may be removed, either with or without cause, from the Board of Directors at any meeting of stockholders by a majority of the stock represented and entitled to vote thereat.

Section 2. VACANCIES. Vacancies on the Board of Directors by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director. The directors so chosen shall hold office until the next annual election of directors and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole Board (as constituted immediately prior to any such increase), any state district court having proper jurisdiction may, upon application of any stockholder or stockholders holding at least ten percent of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

Section 3. POWERS. The property and business of the corporation shall be managed by or under the direction of its Board of Directors. In addition to the powers and authorities by these Bylaws expressly conferred upon them, the Board may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 4. PLACE OF DIRECTORS' MEETINGS. The directors may hold their meetings and have one or more offices, and keep the books of the corporation outside of the State of Texas as they shall determine from time to time by majority vote of a quorum.

Section 5. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.

Section 6. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President on forty-eight hours' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the President or the Secretary in like manner and on like notice on the written request of two directors unless the Board consists of only one director; in which case special meetings shall be called by the President or Secretary in like manner or on like notice on the written request of the sole director.

Section 7. QUORUM. At all meetings of the Board of Directors a majority of the authorized number of directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the vote of a majority of the directors present at any meeting at which there is a quorum, shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, by the Certificate of Incorporation or by these Bylaws. If a quorum shall not be present at any meeting of the Board of Directors, the directors present thereat may adjourn the meeting from time to time,

without notice other than announcement at the meeting, until a quorum shall be present. If only one director is authorized, such sole director shall constitute a quorum.

Section 8. ACTION WITHOUT MEETING. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee,

Section 9. TELEPHONIC MEETINGS. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or any committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting,

Section 10. COMMITTEES OF DIRECTORS. The Board of Directors may designate one or more committees, each such committee to consist of one or more of the directors of the corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers vow" and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to the following matters: (i) approving or adopting, or recommending to the stockholders, any action or matter expressly required by law to be submitted to stockholders for approval or (ii) adopting, amending or repealing any bylaw of the corporation.

Section 11. MINUTES OF COMMITTEE MEETINGS. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Section 12. COMPENSATION OF DIRECTORS. Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, the Board of Directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

ARTICLE IV

OFFICERS

Section 1. OFFICERS. The officers of this corporation shall be chosen by the Board of Directors and shall include a Chairman of the Board of Directors or a President, or both, and a Secretary. The corporation may also have at the discretion of the Board of Directors such other officers as are desired, including a Vice-Chairman of the Board of Directors, a Chief Executive Officer, a Treasurer, one or more Vice Presidents, one or more Assistant Secretaries and Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 hereof. In the event there are two or more Vice Presidents, then one or more may be designated as Executive Vice President, Senior Vice President, or other similar or dissimilar title. At the time of the election of

officers, the directors may by resolution determine the order of their rank. Any number of offices may be held by the same person, unless the Certificate of Incorporation or these Bylaws otherwise provide.

Section 2. ELECTION OF OFFICERS. The Board of Directors, at its first meeting after each annual meeting of stockholders, shall choose the officers of the corporation.

Section 3. SUBORDINATE OFFICERS. The Board of Directors may appoint such other officers and agents 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. COMPENSATION OF OFFICERS. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

Section 5. TERM OF OFFICE; REMOVAL AND VACANCIES. The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. If the office of any officer or officers becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 6. CHAIRMAN OF THE BOARD. The Chairman of the Board, if such an officer be elected, shall, if present, preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by these Bylaws. If there is no President or Chief Executive Officer, the Chairman of the Board shall in addition be the Chief Executive Officer of the corporation and shall have the powers and duties prescribed in Section 7 of this Article IV.

Section 7. CHIEF EXECUTIVE OFFICER AND PRESIDENT. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the Chief Executive Officer shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation. He shall preside at all meetings of the stockholders and, in the absence of the Chairman of the Board, or if there be none, at all meetings of the Board of Directors. He shall have the general powers and duties of management usually vested in the office of Chief Executive Officer of corporations, and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws.

In the absence of disability of the Chief Executive Officer, or if there is no Chief Executive Officer, line the President shall, perform all the duties of the Chief Executive Officer, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the Chief Executive Officer. The President shall have such other powers and perform such other duties as from time to time may be prescribed for him respectively by the Board of Directors or these Bylaws.

Section 8. VICE PRESIDENTS. In the absence or disability of the President, the Vice Presidents in order of their rank as fixed by the Board of Directors, or if not ranked, the Vice President designated by the Board of Directors, shall perform all the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice Presidents shall have such other duties as from time to time may be prescribed for them, respective/y, by the Board of Directors.

Section 9. SECRETARY. The Secretary shall attend all sessions of the Board of Directors and all meetings of the stockholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose; and shall perform like duties for the standing committees when required by the Board of Directors. He shall give, or cause to be given, notice of all meetings of the stockholders and of the Board of Directors, and shall perform such other duties as maybe prescribed by the Board of Directors or these Bylaws. He shall keep in safe custody the seal of the corporation, and when authorized by the Board, affix the same to any instrument requiring it, and when so affixed it shall be

attested by his signature or by the signature of an Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. ASSISTANT SECRETARY. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, or if there be no such determination, the Assistant Secretary designated by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 11. TREASURER. The Treasurer 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 of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the corporation. If required by the Board of Directors, he shall give the corporation a bond, in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors, for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 12. ASSISTANT TREASURER. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors, or if there be no such determination, the Assistant Treasurer designated by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE V

INDEMNIFICATION OF DIRECTORS AND OFFICERS

(a) The corporation shall indemnify to the maximum extent permitted by law 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 night of the corporation) by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer 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 such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person 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 such person's 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 such person 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 reasonable cause to believe that such person's conduct was unlawful.

(b) The corporation shall indemnify to the maximum extent permitted by law 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 such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation and except that no such 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 of Delaware 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 such Court of Chancery or such other court shall deem proper.

(c) To the extent that a present or former director or officer of the corporation shall be 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, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(d) Any indemnification under paragraphs (a) and (b) (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 present or former director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in paragraphs (a) and (b). Such determination shall be made, with respect to a person who is a director or officer at the time of such determination, (1) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (2) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, or (3) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (4))01.0 by the stockholders. The corporation, acting through its Board of Directors or otherwise, shall cause such determination to be made if so requested by any person who is indemnifiable under this Article V.

(e) Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation as authorized in this Article V. Such expenses (including attorneys' fees) incurred by former directors and officers may be so paid upon such terms and conditions, if any; as the corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other paragraphs of this Article V shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office.

(g) The Board of Directors may authorize, by a vote of a majority of a quorum of the Board of Directors, the corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under the provisions of this Article V.

(h) For the purposes of this Article V, references to "the corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors or officers so that any person who is or was a director or officer of such constituent corporation, or is or was serving at the request of such constituent corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article V with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

(i) For purposes of this section, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the corporation" shall include service as a director or officer of the corporation which imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this section.

(j) The indemnification and advancement of expenses provided by, or granted pursuant to, this law Article V shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

(k) Any State District Court sitting in Harris County, Texas, is vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this Article or under any agreement, vote of stockholders or disinterested directors, or otherwise. Such District Court may summarily determine the corporation's obligation to advance expenses (including attorneys' fees).

ARTICLE VI

INDEMNIFICATION OF EMPLOYEES AND AGENTS

The corporation may indemnify every person who was or is a party or is or was threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an employee or agent of the corporation or, while an employee or agent of the corporation, is or was serving at the request of the corporation as an employee or agent or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including counsel fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, to the extent permitted by applicable law.

ARTICLE VII

CERTIFICATES OF STOCK

Section 1. CERTIFICATES. Every holder of stock of the corporation shall be entitled to have a certificate signed by, or in the name of the corporation by, the Chairman or Vice Chairman of the Board of Directors, or the President or a Vice President, and by the Secretary or an Assistant Secretary, or the Treasurer or an Assistant Treasurer of the corporation, certifying the number of shares represented by the certificate owned by such stockholder in the corporation.

Section 2. SIGNATURES ON CERTIFICATES. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile

signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issue.

Section 3. STATEMENT OF STOCK RIGHTS, PREFERENCES, PRIVILEGES. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualification, limitations or restrictions of such preferences and/or rights shall be set forth in fall or summarized on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, provided that, except as otherwise provided in section 202 of the General Corporation Law of Delaware, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 4. LOST CERTIFICATES. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed.. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 5. TRANSFERS OF STOCK. Upon surrender to the corporation, or the transfer agent of the corporation, of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 6. FIXED RECORD DATE. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of the stockholders, or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any fights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting. In order that the corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date which shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the Board of Directors.

Section 7. REGISTERED STOCKHOLDERS. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and accordingly shall not be bound to recognize any equitable or other claim or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of the State of Delaware.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. DIVIDENDS. Dividends upon the capital stock of the corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation.

Section 2. PAYMENT OF DIVIDENDS; DIRECTORS' DUTIES. Before payment of any dividend there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interests of the corporation, and the directors may abolish any such reserve.

Section 3. CHECKS. All checks or demands for money and notes of the corporation shall be signed by such officer or officers as the Board of Directors may from time to time designate.

Section 4. FISCAL YEAR. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

Section 5. CORPORATE SEAL. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Texas." Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 6. MANNER OF GIVING NOTICE. Whenever, under the provisions of the statutes or of the Certificate of Incorporation or of these Bylaws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 7. WAIVER OF NOTICE. Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 8. ANNUAL STATEMENT. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clear statement of the business and condition of the corporation.

ARTICLE IX

AMENDMENTS

Section 1. AMENDMENT BY DIRECTORS OR STOCKHOLDERS. These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the stockholders or by the Board of Directors, when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any regular meeting of the stockholders or of the Board of Directors or at any special meeting of the stockholders or of the Board of Directors if notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such special meeting. If the power to adopt, amend or repeal Bylaws is conferred upon the Board of Directors by the Certificate of Incorporation it shall not divest or limit the power of the stockholders to adopt, amend or repeal Bylaws.

QuickLinks

Exhibit 3.49

Exhibit 3.50

ARTICLES OF INCORPORATION
OF
MADISON RESEARCH CORPORATION

The undersigned, Florastein C. Stallworth, John Stallworth, Jack E. White, and Sam M. Hazelrig, acting as incorporators of a corporation under the Code of Alabama, adopts the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is Madison Research Corporation.

ARTICLE II

The period of duration is perpetual.

ARTICLE III

The purposes for which the corporation is organized are:

1. To engage in the research, development, manufacture, and distribution of products and engineering services of every kind and description.

2. The transaction of any or all lawful business for which corporations may be incorporated under the Alabama Business Corporation Act, Section 10-2A-1, Code of Alabama (1975).

ARTICLE IV

The aggregate number of shares which the corporation shall have authority to issue is 5,000 shares of common stock, all of the same class and of the par value of $1.00 per share. The Board of Directors may establish the various rights and preferences with respect to any new or different series of classes of stock which may be designated from time to time.

ARTICLE V

Provisions for the regulation of the internal affairs of the corporation are contained in the By-Laws.

ARTICLE VI

The location and mailing address of the initial registered office of the Corporation is 695 Dug Hill Road, Brownsboro, Alabama 35741, and the name of the initial registered agent at such address is Florastein C. Stallworth.

ARTICLE VII

The number of directors constituting the initial Board of Directors of the corporation is four and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

Florastein C. Stallworth	695 Dug Hill Road Brownsboro, Alabama 35741
John L. Stallworth	695 Dug Hill Road Brownsboro, Alabama 35741
Jack E. White	3601 Glendale Lane Huntsville, Alabama 35810
Sam M. Hazelrig	4202 Cloverdale Drive Huntsville, Alabama 35805

ARTICLE VIII

The name and address of each incorporator is:

Florastein C. Stallworth	695 Dug Hill Road Brownsboro, Alabama 35741
John L. Stallworth	695 Dug Hill Road Brownsboro, Alabama 35741
Jack E. White	3601 Glendale Lane Huntsville, Alabama 35810
Sam M. Hazelrig	4202 Cloverdale Drive Huntsville, Alabama 35805

IN WITNESS WHEREOF, the undersigned incorporators have subscribed their signatures to these Articles of Incorporation, this 22 day of July, 1986.

/s/ Florastein C. Stallworth

Florastein C. Stallworth

/s/ John L. Stallworth

John L. Stallworth

/s/ Jack E. White

Jack E. White

/s/ Sam M. Hazelrig

Sam M. Hazelrig

STATE OF ALABAMA)
:
MADISON COUNTY)

I, the undersigned, a Notary Public for the State and County aforesaid, hereby certify that Florastein C. Stallworth, whose name is signed to the foregoing Articles of Incorporation, and who is known to me, acknowledged before me on this day, that being informed of the contents of the Articles of Incorporation, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 22nd day of July, 1986.

/s/

Notary Public

STATE OF ALABAMA)
:
MADISON COUNTY)

I, the undersigned, a Notary Public for the State and County aforesaid, hereby certify that John L. Stallworth, whose name is signed to the foregoing Articles of Incorporation, and who is known to me, acknowledged before me on this day, that being informed of the contents of the Articles of Incorporation, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 22nd day of July, 1986.

/s/

Notary Public

STATE OF ALABAMA)
:
MADISON COUNTY)

I, the undersigned, a Notary Public for the State and County aforesaid, hereby certify that Jack E. White, whose name is signed to the foregoing Articles of Incorporation, and who is known to me, acknowledged before me on this day, that being informed of the contents of the Articles of Incorporation, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 22nd day of July, 1986.

/s/

Notary Public

STATE OF ALABAMA)
:
MADISON COUNTY)

I, the undersigned, a Notary Public for the State and County aforesaid, hereby certify that Sam M. Hazelrig, whose name is signed to the foregoing Articles of Incorporation, and who is known to me, acknowledged before me on this day, that being informed of the contents of the Articles of Incorporation, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 22nd day of July, 1986.

/s/

Notary Public

ARTICLES OF AMENDMENT

to the

ARTICLES OF INCORPORATION

of

MADISON RESEARCH CORPORATION

Pursuant to, and with the effect provided in, Sections 10-2B-10.02 to 10.06 of the *Code of Alabama, 1975*, as amended (the "Code"), the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is "Madison Research Corporation" (the "Corporation").

SECOND: The following amendment to the Corporation's Articles of Incorporation was adopted in the manner provided by the Code by the Corporation's shareholders, as of February 15, 2001:

"**ARTICLE IV**

The aggregate number of shares which the corporation shall have authority to issue is 2,000,000) shares of common stock, all of the same class and of the par value of $0.01 per share. The Board of Directors may establish the various rights and preferences with respect to any new or different series of classes of stock which may be designated from time to time. Upon amendment of this article as stated, each outstanding share of Common Stock with $1.00 par value shall be converted into 1492 shares of Common Stock with a par value of $.01 per share."

THIRD: The following amendment to the Corporation's Articles of Incorporation was adopted in the manner provided by the Code by the Corporation's shareholders, as of February 15, 2001:

"**ARTICLE IX**

None of the shareholders of the Corporation shall have, and each shareholder is hereby expressly denied, the pre-emptive right to purchase his or her proportion of the issuance of any class of shares, including treasury shares, according to the proportion of his or her holdings of such class of shares."

FOURTH: The Corporation had 798 shares of $1.00 par value Common Stock issued and outstanding at the time of the adoption of these amendments. All 798 shares of Common Stock issued and outstanding voted to approve, and no shares voted against or abstained from voting on the foregoing amendment.

MADISON RESEARCH CORPORATION

/s/ John L. Stallworth

By: John L. Stallworth

Its: President/CEO

STATEMENT OF CANCELLATION

Pursuant to, and with the effect provided in, Section 10-2B-6.32 of the *Code of Alabama, 1975*, as amended (the "Code"), the undersigned corporation adopts the following Statement of Cancellation:

FIRST: The name of the corporation is "Madison Research Corporation" (the "Corporation").

SECOND: The Corporation desires to cancel the following number of reacquired shares of its common stock which such cancellation was adopted in the manner provided by the Code by the Corporation's Board of Directors as of December , 2000:

Class	Number of Shares
Common Stock, par value $1.00 per share	202

THIRD: After giving effect to such cancellation, the Corporation has issued and outstanding the following shares of stock:

Class	Number of Shares
Common Stock, par value $1.00 per share	798

FOURTH: The Articles of Incorporation do not provide that any portion of the cancelled shares shall not be reissued; therefore, the Corporation shall have 1,000 shares of Common Stock, par value of $1.00 per share authorized to issue.

IN WITNESS WHEREOF, John L. Stallworth, as President, of Madison Research Corporation, does hereby set his hand as of the 13th day of December, 2000.

/s/ John L. Stallworth

John L. Stallworth

STATEMENT OF CANCELLATION

Pursuant to, and with the effect provided in, Section 10-2B-6.32 of the *Code of Alabama, 1975*, as amended (the "Code"), the undersigned corporation adopts the following Statement of Cancellation:

FIRST: The name of the corporation is "Madison Research Corporation" (the "Corporation").

SECOND: The Corporation desires to cancel the following number of reacquired shares of its common stock which such cancellation was adopted in the manner provided by the Code by the Corporation's Board of Directors as of November 27, 2001:

Class	Number of Shares
Common Stock, par value $0.01 per share	340,176

THIRD: After giving effect to such cancellation, the Corporation has issued and outstanding the following shares of stock:

Class	Number of Shares
Common Stock, par value $0.01 per share	850,440

FOURTH: The Articles of Incorporation do not provide that any portion of the cancelled shares shall not be reissued; therefore, the Corporation shall have 2,000,000 shares of Common Stock, par value of $0.01 per share authorized to issue.

IN WITNESS WHEREOF, John L. Stallworth, as President/CEO, of Madison Research Corporation, does hereby set his hand as of the 27th day of November, 2001.

/s/ John L. Stallworth

John L. Stallworth

STATEMENT OF CANCELLATION

Pursuant to, and with the effect provided in, Section 10-2B-6.32 of the *Code of Alabama, 1975*, as amended (the "Code"), the undersigned corporation adopts the following Statement of Cancellation:

FIRST: The name of the corporation is "Madison Research Corporation" (the "Corporation").

SECOND: The Corporation desires to cancel the following number of reacquired shares of its common stock which such cancellation was adopted in the manner provided by the Code by the Corporation's Board of Directors as of November 3, 2003:

Class	Number of Shares
Common Stock, par value $0.01 per share	14,920

THIRD: After giving effect to such cancellation, the Corporation has issued and outstanding the following shares of stock:

Class	Number of Shares
Common Stock, par value $0.01 per share	849,080

FOURTH: The Articles of Incorporation do not provide that any portion of the cancelled shares shall not be reissued; therefore, the Corporation shall have 2,000,000 shares of Common Stock, par value of $0.01 per share authorized to issue.

IN WITNESS WHEREOF, John L. Stallworth, as President/CEO, of Madison Research Corporation, does hereby set his hand as of the 3rd day of November, 2003.

/s/ John L. Stallworth

John L. Stallworth

STATEMENT OF
CANCELLATION OF REACQUIRED SHARES
OF
MADISON RESEARCH CORPORATION

To the Judge of Probate
Madison County, Alabama:

Pursuant to the provisions of the Alabama Business Corporation Act, **MADISON RESEARCH CORPORATION**, an Alabama corporation (the "*Corporation*"), submits the following statement of cancellation by resolution of its Board of Directors of shares of the Corporation reacquired by it:

FIRST: The name of the corporation is Madison Research Corporation.

SECOND: The number of reacquired shares of the Corporation canceled by resolution duly adopted by the Board of Directors of the Corporation on September 28, 2006, is 1,800 shares itemized as follows:

Class	Number of Shares
Common	1,800

THIRD: The aggregate number of issued shares of the Corporation after giving effect to such cancellation is 851,668, all of which are outstanding and itemized as follows:

Class	Number of Shares
Common	851,668

FOURTH: The total remaining number of shares which the Corporation has authority to issue itemized by classes and series, after giving effect to the cancellation is as follows:

Class	Number of Shares
Common	1,148,332

Dated: September 28, 2006.

MADISON RESEARCH CORPORATION

By: /s/ John L. Stallworth

John L. Stallworth
Its: President

ARTICLES OF MERGER

OF

MRC MERGER COMPANY, INC.,
A Delaware corporation

AND

MADISON RESEARCH CORPORATION
An Alabama corporation

Pursuant to the provisions of Section 10-2B-11.05 and Section 10-2B-11.07, *Code of Alabama* (1975), as amended, Madison Research Corporation, an Alabama corporation (the "*Company*"), hereby submits the following Articles of Merger for the purpose of merging MRC Merger Company, Inc., a Delaware corporation, ("*Sub*") with and into the Company, after which the Company shall be the surviving entity:

FIRST: The Plan of Merger, a copy of which is attached hereto as ***Exhibit "A"***, was approved, adopted, certified, and recommended by the Board of Directors of the Company, executed by the Officers of the Company, and subsequently approved by the shareholders of the Company in accordance with the provisions of the Alabama Business Corporation Act.

SECOND: As of August 8, 2006, the Company had 851,668 shares of Common Stock of the Company issued and outstanding and eligible to vote on the adoption of the Merger and the Merger Agreement, as defined in the Plan of Merger. The Merger Agreement and the Merger, as defined in the Plan of Merger, were approved by unanimous written consent executed by all of the Shareholders of the Company on August 8, 2006.

THIRD: The Plan of Merger of was approved, adopted, certified, and executed and recommended by the Board of Directors of Sub, and subsequently approved by the shareholders of Sub in accordance with the provisions of the General Corporate law of Delaware.

FOURTH: There were 1,000 shares of Common Stock of Sub issued and outstanding at the time of the adoption of the Merger Agreement, as amended All shares of the issued and outstanding Common Stock of Sub voted unanimously to approve, and no shares voted against or abstained from voting on, the Merger, pursuant to the Merger Agreement, as amended.

FIFTH: The Articles of Incorporation of the Company were filed in the Office of the Judge of Probate of Madison County, Alabama.

SIXTH: The Company shall be the surviving entity (the "*Surviving Entity*").

SEVENTH: The Merger of the entities shall be effective on the filing of these Articles of Merger with the Secretary of State of the State of Alabama.

EIGHTH: The executed Plan of Merger and the Merger Agreement are on file at the principal place of business of the Company at 401 Wynn Drive, Huntsville, Alabama, 35805. The Company has furnished a copy of the Plan of Merger and the Merger Agreement to all the shareholders of the Company and of Sub.

IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be executed by an authorized officer on the 29th day of September, 2006.

The Surviving Entity:

MADISON RESEARCH CORPORATION
an Alabama corporation

By: /s/ John L. Stallworth

John L. Stallworth
Its: President

EXHIBIT A

PLAN OF MERGER

OF

MRC MERGER COMPANY, INC.
A Delaware corporation

INTO

MADISON RESEARCH CORPORATION
An Alabama corporation

This Plan of Merger is made and entered into as of August 8, 2006, by and between Madison Research Corporation, an Alabama corporation (the "*Company*"), MRC Merger Company, Inc., a Delaware Corporation ("*Sub*"), and WFI Government Services, Inc., a Delaware Corporation ("*Parent*") in order to provide for the merger of Sub into the Company in accordance with the terms of that certain Merger Agreement dated August 8, 2006, among Parent, the Company, Sub and Wireless Facilities, Inc., a Delaware corporation (the "*Merger Agreement*"). Capitalized terms not defined herein shall have the meaning assigned in the ***Schedule I*** of the Plan of Merger attached hereto.

WHEREAS, the Company is a duly organized Alabama corporation with its principal place of business located in Huntsville, Alabama; and

WHEREAS, Sub is a duly organized Delaware corporation and is a wholly owned subsidiary of Parent, which is a wholly owned subsidiary of Wireless Facilities, Inc. a Delaware corporation ("*WFI*"); and

WHEREAS, pursuant to the terms of the Merger Agreement, Sub will be merged into the Company, whereupon the Company shall survive and become a wholly owned subsidiary of Parent; and

WHEREAS, the Board of Directors of the Company and the Board of Directors of Sub have approved, certified, executed, and recommended, upon the terms and subject to the conditions stated herein, that Sub shall be merged with and into the Company (the "Merger") and that the Company be the surviving entity; and

WHEREAS, the shareholders of the Company and the sole shareholder of Sub, have approved the Merger, pursuant to the Merger Agreement, and this Plan of Merger and have authorized its execution and consummation.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the Company and Sub hereby make, adopt and approve this Plan of Merger and prescribe the terms and conditions of the Merger and the mode of carrying the same into effect, as follows:

TERMS AND CONDITIONS

1. *The Merger.* Sub shall be merged with and into the Company (the "Merger") on the date and time set forth in the Articles of Merger (the "*Effective Time*"). The Company shall be the surviving entity and shall be governed by the laws of the State of Alabama. The separate existence of Sub -hall cease as soon as the Merger shall become effective, and thereupon Sub and the Company shall be a single entity (herein the "*Surviving Company*").

2. *Surviving Company*.

(a) As of the Effective Time, the name of the Surviving Company shall remain "Madison Research Corporation".

(b) As of the Effective Time, the Bylaws of the Company shall continue in full force and effect as the Bylaws of the Surviving Company until the same shall be altered, amended or repealed as provided therein or otherwise by law.

3. *Shareholder Interests*.

(a) As of the Effective Time, the issued and outstanding common stock of Sub, par value $0.001 per share shall be converted, *ipso facto*, and without any further action on the part of the Surviving Company, Sub, Parent, or any other party, into and become one validly issued, fully paid and nonassessable share of common stock, par value $0.01 per share of the Surviving Company.

(b) As of the Effective Time and prior to the Merger, each share of the issued and outstanding common stock of the Company, other than Dissenting Shares as defined in the attached ***Schedule I***, (the "Company Shares") shall *ipso facto*, and without any further action on behalf of the Surviving Company, Sub, Parent, or any other party, be converted into the right to receive the Common Stock Merger Consideration, as defined in ***Schedule I***. Thereafter, all such shares of the Company Common Stock shall be surrendered, cancelled and cease to be outstanding.

(c) As of the Effective Time, each Company Stock Option, as defined on ***Schedule I***, shall have been fully vested and exercisable for at least ten days, and they shall, by virtue of the Merger and without any further action on the part of Sub, the Company, or any holder of any Company Common Stock or any Company Stock Option, to the extent not already exercised, be cancelled and converted into the right to receive the Option Merger Consideration as that term is defined in ***Schedule I***.

(d) As of the Effective Time, the Dissenting Shares, as that term is defined in the attached ***Schedule I*** shall be converted into the right to receive payment of the; appraised value of such shares unless such rights are lost as more specifically addressed in ***Schedule I***.

4. *Board of Directors and Officers.* As of the Effective Time, the Board of Directors of the Surviving Company shall consist of all persons who were directors of Sub immediately before the Effective Time, who shall continue to serve as directors until their successors are duly elected and qualified in accordance with the Surviving Company's Bylaws. As of the Effective Time, the officers of the Surviving Corporation shall be those listed on Schedule 1.4(b) of the Merger Agreement.

5. *Principal Place of Business.* As of the Effective Time, the principal place of business of the Surviving Company, shall remain that of the Company, located at 401 Wynn Drive, N.W., Huntsville, Alabama 35805.

6. *Approvals.* This Plan shall be submitted to the sole shareholder of Sub and the shareholders of the Company for ratification and confirmation in accordance with applicable provisions of law and the respective Articles of Incorporation and By-Laws of the Company and Sub. The Company, Sub, and Parent shall proceed expeditiously and cooperate fully in the procurement of any other consents and approvals and in the taking of any other action, and the satisfaction of all other requirements prescribed by law or otherwise necessary or appropriate for consummation of the Merger and any other transactions contemplated hereby, including, without limitation, notice to the regulatory agencies.

7. *Conditions Precedent to the Merger.* Effectuation of the Merger, and the obligations of the Company, Sub, and Parent to close the Merger, are subject to the following conditions, any of which, however, may be waived, to the extent permitted by law, by consent in writing executed by the Company, Sub, and/or Parent:

(a) This Plan of Merger, and the Merger contemplated hereby, shall have been ratified and confirmed by the shareholders of the Company and the sole shareholder of Sub as required by law;

(b) All consents and approvals, including those of all governmental entities, financing documents, and regulatory agencies having jurisdiction, shall have been procured, all other requirements prescribed by law and which are necessary for consummation of the Merger shall have been satisfied, and the transactions contemplated by the Merger Agreement shall be compliant with all applicable orders, decrees, laws or other rules;

(c) Each party to the Merger Agreement shall have performed in material respects each of its agreements and covenants; each representation and warranty of the parties shall be true as of the time and to the standard required by the Merger Agreement; and there shall have been no Material Adverse Change with respect to the Company or sought by any party whose consent is required to the transactions contemplated by the Merger Agreement;

(d) Each party to the Merger Agreement shall have delivered the requisite elements listed in the Merger Agreement, including an opinion rendered by counsel to Parent, non-competition and non-interference agreements executed by certain employees of Company, appropriate resignations of officers and directors of Company, employment agreements by certain of Company's employees, the Escrow Agreement as defined on the attached ***Schedule I***, the requisite information for Schedules 1.5 and 1.6(a) under the Merger Agreement, and statement for and release of claim for investment banking fees from Wachovia Capital Markets, LLC; and

(e) Not more than five percent of the outstanding Company Shares shall have been exercised to become Dissenting Shares shall have been exercised to become Dissenting Shares pursuant to the rights to dissent by Dissenting Stockholders, as those terms are defined on ***Schedule I***.

8. *Termination.* This Plan of Merger may be terminated and abandoned by the Company, Sub or Parent at any time before the Effective Time of the Merger, either before or after the approval of the shareholders of the Company or sole shareholder of Sub by written notice to the other parties, such notice to be authorized or approved by resolution adopted by the Board of Directors or equivalent authority of the party giving the notice, upon the occurrence of the following events:

(a) the mutual written agreement to terminate by Parent and the Company;

(b) upon the breach or inaccuracy of a representation, warranty, or covenant by the Company, which such breach or inaccuracy is not cured or is sufficiently material as addressed in the Merger Agreement;

(c) upon the breach or inaccuracy of a representation, warranty of covenant by the Parent or Sub, which such breach or inaccuracy is not cured or is sufficiently material as addressed in the Merger Agreement;

(d) should the Merger not have been affected on or prior to the close of business on November 30, 2006, through no cause or failure of the party seeking to terminate; or

(e) should any court or other governmental entity issue an order, decree or rule permanently prohibiting the transactions contemplated by the Merger Agreement.

Upon termination by written notice as provided in this *Section 8*, this Plan of Merger shall be void and of no further force and effect, and there shall be no liability for such termination by reason of this Plan on the part of any party hereto, or the directors, officers, employees, agents, or shareholders of any of them.

9. *Counterparts.* This Plan may be executed in two or more identical counterparts, each of which when executed and delivered by the parties hereto shall be an original, but all of which together shall constitute a single agreement.

10. *Amendment.* The Company, Sub, and Parent, by mutual consent of their respective Boards of Directors or equivalent authority, to the extent permitted by law, may amend, modify, supplement

and interpret this Plan in such manner as may be mutually agreed upon by them in writing at any time before or after adoption thereof by shareholders of the Company or the sole shareholder of Sub; *provided, however*, that no such amendment, modification or supplement shall change the amount of Merger Consideration to be paid or the number or kind of shares to be issued by Parent or the Company for the Merger, except by the affirmative action of such shareholders as required by law.

11. *Effective Time.* The Merger shall become effective as specified in the Alabama Articles of Merger and the Delaware Certificate of Merger to be filed with the Offices of the Secretary of State of Alabama and the Secretary of State of Delaware, respectively.

SCHEDULE I

TO PLAN OF MERGER

As used in this Schedule I and the Plan of Merger, the terms below are defined as follows to the extent not otherwise defined:

"*Adjustment Amount*" means the difference between $7.4 million dollars and the Working Capital amount as determined on Exhibit G to the Merger Agreement and as set forth on the Closing Date Balance Sheet or the Final Closing Date Balance Sheet, as applicable, pursuant to the terms of the Merger Agreement and defined therein. The Adjustment Amount may be a positive or a negative number.

"*Capital Leases*" shall have such meaning as set forth in Statement of Financial Accounting Standard No. 13 issued by the Financial Accounting Standards Board in November 1976, as modified by subsequent pronouncements and standards; provided, however, it is hereby agreed that the term "Capital Leases" shall not include any leases of copiers of copy equipment.

"*Certificates*" shall mean those certificates which represent shares of Company Common Stock and those agreements representing Cash Value Options.

"*Closing*" has such meaning the closing of the transactions contemplated by the Merger Agreement.

"*Company Common Stock*" shall mean the common stock, par value $0.01, of the Company.

"*Common Stock Closing Consideration*" shall mean the amount, in cash, equal to (i) the Initial Consideration plus the aggregate amount of the Per Share Exercise Price for all Cash Value Options issued and outstanding as of the Effective Time, all divided by (ii) the aggregate number of outstanding shares of Company Common Stock (including shares of Company Common Stock subject to Cash Value Options) issued and outstanding as of the Effective Time.

"*Closing Stock Merger Consideration*" shall mean each share of Company Common Stock (other than Dissenting Shares) converted into the right to receive (A) the Common Stock Closing Consideration, (B) a pro rata share of the Adjustment Amount, if any, (C) a pro rata share of the Escrow Consideration (D) a pro rata share of the Holdback Consideration.

"*Company Stock Options*" means the options to purchase shares of the Company Common Stock issued pursuant to the Company Stock Option Plans.

"*Company Stock Option Plans*" means the Company's 2003 Incentive Compensation Plan, as amended, and the Company's 2001 Incentive Compensation Plan, as amended.

"*Dissenting Shares*" shall mean those shares Company Common Stock that are issued and outstanding and held by a Dissenting Stockholder.

"*Dissenting Stockholder*" shall mean any owner of stock in the Company who properly exercises dissenters rights thereto in accordance with Article 13 of the Alabama Business Corporation Act.

"*Effective Time*" means the date and time at which the Articles of Merger is filed or such later time established by the Articles of Merger for the Articles of Merger to be effective.

"*Escrow Consideration*" shall mean $75,000 of the Purchase Price deposited into an interest-bearing account with the Sellers' Representative.

"*Holdback Consideration*" shall mean S6,900,000 of the Purchase Price withheld by the Parent pursuant to the terms of the Merger Agreement.

"*Indebtedness*" means (a) any indebtedness (plus interest, premium and penalties due from or arising out of such indebtedness, or any refinancing thereof) (i) for borrowed funds, (ii) due to sellers or lessors for any real or personal property, (iii) due to lessors as to any Capital Leases, or (iv) for reimbursement obligations with respect to letters of credit, and (b) any debentures, notes or other evidence of indebtedness issued in exchange for any of the foregoing indebtedness, or any indebtedness arising from the satisfaction of such indebtedness by a guarantor, all as more particularly set forth on Schedule 1.5(a) of the Merger Agreement.

"*Initial Consideration*" means Sixty-Nine Million Dollars less (i) the aggregate amount of the investment banking fees, (ii) the Escrow Consideration, (iii) the Holdback Consideration and (iv) any Indebtedness of the Company at Closing.

"*Option Merger Consideration*" means each Company Stock Option with a per share exercise price (with respect to each such option, the "*Per Share Exercise Price*") of less than the Common Stock Closing Consideration (each, a "*Cash Value Option*"), that is outstanding and unexercised as of the Effective Time cancelled and converted into (A) the right to receive with respect to each share of Common Stock subject to such option an amount of cash, without interest, equal to the Common Stock Closing Consideration minus the applicable Per Share Exercise Price (with respect to each Cash Value Option, the "*Option Closing Consideration*"), (B) a pro rata share of the Adjustment Amount, if any, (C) a pro rata share of the Escrow Consideration, and (D) a pro rata share of the Holdback Consideration.

"*Parent*" shall mean WFI Government Services, Inc., a Delaware Corporation.

"*Previous Equityholders*" shall mean any Dissenting Stockholder that fails to perfect or effectively withdraws or loses his/her/its right to appraisal.

"*Purchase Price*" shall mean sixty-nine million dollars.

"*Seller's Representative*" shall mean John L. Stallworth.

"*Stockholders*" shall mean those owners of all the outstanding capital stock of the Company.

"*Sub*" means MRC Merger Company, Inc., a Delaware corporation and direct wholly owned subsidiary of Parent.

"*Subsidiary*" means any corporation, partnership, limited liability company, joint venture or other legal entity of which Parent or the Company, as the case may be (either alone or through or together with any other Subsidiary), owns, directly or indirectly, 50% or more of the stock or other equity in the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such corporation, partnership, limited liability company, joint venture or other legal entity means.

"*Surviving Corporation*" means Madison Research Corporation., an Alabama corporation.

QuickLinks

Exhibit 3.51

BY-LAWS
OF
MADISON RESEARCH CORPORATION

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BYLAWS
OF
MADISON RESEARCH CORPORATION
ARTICLE I OFFICES

Section 1. The Registered Office Shall be in the City of Wilmington, County of New Castle, State of Delaware

Section 2. The corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II MEETINGS OF STOCKHOLDERS

Section 1. Meetings of stockholders may be held at any place within or outside the State of Delaware designated by the Board of Directors. In the absence of any such designation, stockholders meetings shall be held at the principal executive office of the corporation.

Section 2. The annual meeting of stockholders shall be held each year on a date and time designated by the Board of Directors. At each annual meeting directors shall be elected and any other proper business may be transacted.

Section 3. A majority of the stock issued and outstanding and entitled to vote at any meeting of stockholders, the holders of which are present in person or represented by proxy, shall constitute a quorum for the transaction of business except as otherwise provided by law, by the Certificate of Incorporation, or by these By-Laws. A quorum, once established, shall not be broken by the withdrawal of enough votes to leave less than a quorum and the votes present may continue to transact business until adjournment. If, however, such quorum shall not be present or represented at any meeting of the stockholders, a majority of the voting stock represented in person or by proxy may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote thereat.

Section 4. When a quorum is present at any meeting, the vote of the holders of majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which express provision of the statutes, or Certificate of Incorporation, or these By-Laws, a different vote is required in which case such express provision shall govern and control the decision in question.

Section 5. At each meeting of the stockholders, each stockholder having the right to vote may vote in person or may authorize another person or persons to act for him by proxy appointed by an instrument in writing prescribed by such stockholder and bearing a date not more than three years prior to said meeting, unless such instrument provides for a longer period. All proxies must be filed with the Secretary of the corporation at the beginning of each meeting in order to be counted in any vote at the meeting. Each stockholder shall have one vote for each share of stock having voting power, registered in his name on the books of the corporation on the record date set by the Board of Directors as provided in Article V, Section 6 hereof. All elections shall be had and all questions decided by a plurality vote.

Section 6. Special meetings of the stockholders, for any purpose, or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President and shall be

called by the President or the Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding, and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 7. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which notice shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. The written notice of any meeting shall be given to each stockholder entitled to vote at such meeting not less than ten nor more than sixty days before the meeting. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at his address as it appears on the records of the corporation.

Section 8. The officer whom has the charge of the stock ledger of the corporation shall prepare and make, at least ten 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 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 such 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 whole time thereof, and may be inspected by any stockholder who is present.

Section 9. Unless otherwise provided in the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III DIRECTORS

Section 1. The number of directors which shall constitute the whole Board shall be not less than three (3) nor greater than nine (9). The directors need not be stockholders. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and each director shall hold office until his successor is elected and qualified; provided, however, that unless otherwise restricted by the Certificate of Incorporation or by law, any director or the entire Board of Directors may be removed, either with or without cause, from the Board of Directors at any meeting of the shareholders by a majority of the stock represented and entitled to vote thereat.

Section 2. Vacancies on the Board of Directors by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director. The directors so chosen shall hold office until the next annual election of directors and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute. If, at the time of the filing any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole Board (as

constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or stockholders holding at least ten percent of the total number of shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

Section 3. The property and business of the corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authorities by these By-Laws expressly conferred upon them, the Board may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these By-laws directed or required to be exercised or done by the stockholders.

Section 4. The directors may hold their meetings and have one or more offices, and keep the books of the corporation outside the State of Delaware.

Section 5. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.

Section 6. Special meetings of the Board of Directors may be called by the President on forty-eight hours' notice to each director, either personally or by mail or by telegram; special meetings shall be called by the President or the Secretary in like manner and on like notice on the written request of two directors unless the Board consist of only one director; in which case special meetings shall be called by the President or Secretary in like manner or on like notice on the written request of the sole director.

Section 7. At all meetings of the Board of Directors a majority of the authorized number of directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the vote of the majority of the directors present at any meeting at which there is a quorum, shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, by the Certificate of Incorporation or by these By-Laws. If a quorum shall not be present at any meeting of the Board of Directors the directors present thereat may adjourn the meeting from time to time, without notice other than the announcement at the meeting, until a quorum shall be present. If only one director is authorized, such sole director shall constitute a quorum.

Section 8. Unless otherwise restricted by the Certificate of Incorporation, or by these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board or committee.

Section 9. Unless otherwise restricted by the Certificate of Incorporation or by these By-Laws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or any committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

Section 10. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each such committee to consist of one or more of the directors of the corporation. The Board may designate one or more of the directors as alternate members of any committee, who may replace any absent or disqualified member of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such

absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease, or exchange of all or substantially all of the corporation's property and assets, recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution, or amending the By-Laws of the Corporation; and, unless the resolution or the Certificate of Incorporation expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

Section 11. Each Committee shall keep regular minutes of its meetings and report the same to the Board of Directors when required.

Section 12. Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, the Board of Directors shall have the authority to fix the compensation of directors, The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as a director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Section 13.(a). 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 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), judgments, fines and amounts paid in settlement actually and reasonably incurred 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 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 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 reasonable cause to believe that his conduct was unlawful.

(b) 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 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 such 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 Chancery of Delaware 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 such Court of Chancery or such other court shall deem proper.

(c) To the extent that a director, officer, employee or agent of the corporation shall be 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 corporation 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 independent legal counsel in a written opinion, or (3) by the stockholders.

(e) 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 of Directors in the manner provided in paragraph (d) 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 Section 13.

(f) The indemnification provided by this Section 13 shall not be deemed exclusive of any other rights to which those indemnified 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 Board of Directors may authorize, by a vote of a majority of a quorum of the Board of Directors, the corporation 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 liability 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 Section 13.

(h) For the purposes of this Section 13, references to "the corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Section with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

(i) For purposes of this section, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the corporation" shall include service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this section.

ARTICLE IV OFFICERS

Section 1. The officers of this corporation shall be chosen by the Board of Directors and shall include a President, a Secretary, and a Chief Financial Officer. The corporation may also have at the discretion of the Board of Directors such other officers as are desired, including a Chairman of the Board, one or more Vice Presidents, one or more Assistant Secretaries and Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 hereof. In the event there are two or more Vice Presidents, then one or more may be designated as Executive Vice President, Senior Vice President, or other similar or dissimilar title. At the time of the election of officers, the directors may by resolution determine the order of their rank. Any number of offices may be held by the same person, unless the Certificate of Incorporation or these By-Laws otherwise provide.

Section 2. The Board of Directors, at its first meeting after each annual meeting of stockholders, shall choose the officers of the corporation.

Section 3. The Board of Directors may appoint such other officers and agents 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. The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors. If the office of any officer or officers becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 6. The Chairman of the Board, if such an officer be elected, shall, if present, preside at all meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by these By-Laws, If there is no President, the Chairman of the Board shall in addition be the Chief Executive Officer of the corporation and shall have the powers and duties prescribed in Section 7 of this Article IV.

Section 7. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the President shall be the Chief Executive Officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation. He shall preside at all meetings of the stockholders and, in the absence of the Chairman of the Board, or if there be none, at all meetings of the Board of Directors. He shall be an ex-officio member of all committees and shall have the general powers and duties of management usually vested in the office of President and Chief Executive Officer of corporations, and shall have such other powers and duties as may be prescribed by the Board of Directors or these By-Laws.

Section 8. In the absence or disability of the President, the Vice Presidents in order of their rank as fixed by the Board of Directors, or if not ranked, the Vice President designated by the Board of Directors, shall perform all the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice Presidents shall have such other duties as from time to time may be prescribed for them, respectively, by the Board of Directors.

Section 9. The Secretary shall attend all sessions of the Board of Directors and all meetings of the stockholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose; and shall perform like duties for the standing committees when required by the Board of Directors. He shall give, or cause to be given, notice of all meetings of the stockholders and of the

Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or these By-Laws. Be shall keep in safe custody the seal of the corporation, and when authorized by the Board, affix the same to any instrument requiring it, and when so affixed it shall be attested by his signature or by the signature of an Assistant Secretary, The Board of Directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 10. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, or if there be no such determination, the Assistant Secretary designated by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 11. The Chief Financial Officer 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 of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Board of Directors, at its regular meetings, or when the Board of Directors so requires an account of all his transactions as Chief Financial Officer and of the financial condition of the corporation. If required by the Board of Directors, he shall give the corporation a bond, in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors, for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

Section 12. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors, or if there be no such determination, the Assistant Treasurer designated by the Board of Directors, shall, in the absence or disability of the Chief Financial Officer, perform the duties and exercise the powers of the Chief Financial Officer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE V CERTIFICATES OF STOCK

Section 1. Every holder of stock of the corporation shall be entitled to have a certificate signed by, or in the name of the corporation by, the Chairman or Vice Chairman of the Board of Directors, or the President or a Vice President, and by the Secretary or an Assistant Secretary, or the Chief Financial Officer or an Assistant Treasurer of the corporation, certifying the number of shares represented by the certificate owned by such stockholder in the corporation.

Section 2. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issue.

Section 3. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualification, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such class or series of stock,

provided that, except as otherwise provided in section 202 of the General Corporation Law of Delaware, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 4. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 5. Upon surrender to the corporation, or the transfer agent of the corporation, of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 6. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of the stockholders, or any adjournment thereof, or to express consent to corporate action in writing without a meeting, 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 of Directors may fix a record date which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 7. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and accordingly shall not be bound to recognize any equitable or other claim or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of the State of Delaware.

ARTICLE VI GENERAL PROVISIONS

Section 1. Dividends upon the capital stock of the corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of incorporation.

Section 2. Before payment of any dividend there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interests of the corporation, and the directors may abolish any such reserve.

Section 3. All checks or demands for money and notes of the corporation shall be signed by such officer or officers as the Board of Directors may from time to time designate.

Section 4. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

Section 5. The corporate seal shall have inscribed thereon the name of the corporation, the year of its organization and the words "Corporate Seal, Delaware". Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 6. Whenever, under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 7. Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed to be equivalent.

Section 8. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clear statement of the business and condition of the corporation.

ARTICLE VII AMENDMENTS

Section 1. These By-Laws may be altered, amended or repealed or new By-Laws may be adopted by the stockholders or by the Board of Directors, when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any regular meeting of the stockholders or of the Board of Directors or at any special meeting of the stockholders or of the Board of Directors if notice of such alteration, amendment, repeal or adoption of new By-Laws be contained in the notice of such special meeting. If the power to adopt, amend or repeal By-Laws is conferred upon the Board of Directors by the Certificate of Incorporation it shall not divest or limit the power of the stockholders to adopt, amend or repeal By-Laws.

AMENDED AND RESTATED BYLAWS
OF
SECUREPLANET, INC.
(A DELAWARE CORPORATION)

ARTICLE I
OFFICES

Section 1. Registered Office. The registered office of the corporation in the State of Delaware shall be in the City of Wilmington, County of New Castle.

Section 2. Principal Offices. The Board of Directors shall fix the location of the principal executive office of the corporation at any place within or outside the State of Delaware.

Section 3. Other Offices. The Board of Directors may at any time establish branch or subordinate offices at any place or places where the corporation is qualified to do business.

ARTICLE II
MEETINGS OF STOCKHOLDERS

Section 1. Place Of Meetings. Meetings of the stockholders shall be held at any place within or outside the State of Delaware designated by the Board of Directors. In the absence of any such designation, stockholders' meetings shall be held at the principal executive office of the corporation.

Section 2. Annual Meeting. The annual meeting of the stockholders shall be held each year within six (6) months of the end of the corporation's fiscal year on a date and at a time designated by the Board of Directors. If this day shall be a legal holiday, then the meeting shall be held on the next succeeding business day, at the same hour. At the annual meeting, the stockholders shall elect a Board of Directors, consider reports of the affairs of the corporation and transact such other business as may properly brought before the meeting.

Section 3. Special Meetings. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or the Certificate of Incorporation, may be called at any time by the President, and shall be called by the President or Secretary of the request in writing of a majority of the Board of Directors or one or more stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. The written request shall state the purpose or purposes of the special meeting. Business transacted at any special meeting shall be limited to the purposes stated in the notice.

Section 4. Notice of Stockholders' Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which notice shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. The written notice of any meeting shall be given to each stockholder entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting. If mailed, notice is given when deposited in the United States mail postage prepaid, directed to the stockholder at his address as it appears on the records of the corporation. An affidavit of the mailing or other means of giving any notice of any stockholders' meeting shall be executed by the Secretary, Assistant Secretary or any transfer agent of the corporation giving the notice, and shall be filed and maintained in the minute book of the corporation and shall, in the absence of fraud, be prima facie evidence of facts stated herein.

Section 5. Quorum. The presence in person or by proxy of the holders of a majority of the stock issued and outstanding and entitled to vote at any meeting of stockholders shall constitute a quorum for the transaction of business.

Section 6. Adjourned Meeting: Notice. Any stockholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the shares represented at that meeting, either, in person or by proxy, but in the absence of a quorum, no other business may be transacted at that meeting. When any meeting of stockholders, either annual or special, is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place are announced at a meeting at which the adjournment is taken, unless the adjournment is for more than 30 days from the date set for the original meeting, or if after adjournment a new record date is fixed for the adjourned meeting. Notice of any such adjourned meeting shall be given to each stockholder of record entitled to vote at the adjourned meeting in accordance with Section 4 of this Article II. At any adjourned meeting the corporation may transact *any* business which might have been transacted at the original meeting.

Section 7. Voting: Proxies. The stockholders entitled to vote at any meeting of stockholders shall be determined in accordance with the provisions of this Section 7, Section 8 and Section 11 of this Article II, subject to the provisions of Section 217 of the Delaware General Corporation Law (relating to voting shares held by a fiduciary or in joint ownership). Except as otherwise provided by the Certificate of Incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by him which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. All proxies must be filed with the Secretary of the corporation at the beginning of each meeting in order to be counted. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the corporation. Unless otherwise required under these bylaws or the Delaware General Corporation Law, voting at meetings of stockholders need not be by written ballot and need not be conducted by inspectors of election unless so determined by the holders of shares of stock owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote which are present in person or by proxy at such meeting. At any stockholder meeting at which a quorum is present, the affirmative vote of a majority of the stock issued and outstanding and entitled to vote at any meeting of stockholders shall be the act of the stockholders, unless the vote of a greater number or voting by classes is required by the Delaware General Corporation Law or by the Certificate of Incorporation. There shall be no cumulative voting.

Section 8. Record Date for Stockholder Notice, Voting and Giving Consents. For purposes of determining the stockholders entitled to notice of any meeting or to vote or entitled to give consent to corporate action without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date shall not be more than 60 days nor less than 10 days before the date of any such meeting nor more than 10 days before any such action without a meeting.

If the Board of Directors does not so fix a record date:

(a) 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 business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held.

(b) The record date for determining stockholders entitled to give consent to corporate action in writing without a meeting (i) when no prior action by the Board has been taken, shall be the day on which the first written consent is given, or (ii) when prior action of the Board has been

taken, shall be at the close of business on the day on which the Board adopts the resolution relating to that action.

Section 9. List of Stockholders Entitled to Vote. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least 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 examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 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 in the notice of the meeting or if no notice is given, 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 whole time thereof, and may be inspected by any stockholder who is present.

Section 10. Telephonic Meetings. At any meeting held pursuant to these Bylaws, shareholders may participate by means of a telephone conference or similar method of communication by which all persons participating in the meeting can hear each other. Participation in such a meeting constitutes presence in person at the meeting.

Section 11. Stockholder Action by Written Consent without a Meeting. Any action which may be taken at any annual or special meeting of stockholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all shares entitled to vote on that action were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Section 12. Inspectors of Election. Before any meeting of stockholders, the corporation shall appoint one or more inspectors of election to act at the meeting if so required under Section 7 of this Article II and make a written report thereon. If no inspectors of election are able to act at a meeting of the stockholders, the Chairman of the meeting shall appoint one or more inspectors of election to act at the meeting. If inspectors are appointed at a meeting, the holders of a majority of shares or their proxies present at the meeting shall determine how many inspectors are to be appointed. If any person appointed as inspector fails to appear or fails or refuses to act, the Chairman of the meeting shall appoint a person to fill that vacancy.

These inspectors shall:

(a) Determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum and the authenticity, validity and effect of proxies;

(b) Hear, determine and retain for a reasonable period a record of the disposition of all challenges and questions in any way arising in connection with the right to vote;

(c) Count and tabulate all votes or consents;

(d) Determine when the polls shall close;

(e) Determine the result.

ARTICLE III.
DIRECTORS

Section 1. Powers. Subject to the provisions of the Delaware General Corporation Law and any limitations in the Certificate of Incorporation and these Bylaws relating to action required to be approved by the stockholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors.

Section 2. Number of Directors. The number of directors of the corporation shall not be less than three (3) nor more than seven (7). The exact number of directors shall be three (3) until changed, within the limits specified above, by a bylaw amending this Section 2, duly adopted by the board of directors or by the shareholders. The indefinite number of directors may be changed, or a definite number fixed without provision for an indefinite number, by a duly adopted amendment to the articles of incorporation or by an amendment to this bylaw duly adopted by the vote or written consent of holders of a majority of the outstanding shares entitled to vote.

Section 3. Vacancies. Vacancies in the Board of Directors may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director. Each director so elected shall hold office until the next annual meeting of the stockholders and until a successor has been elected and qualified. A vacancy or vacancies in the Board of Directors shall be deemed to exist in the event of the death, resignation, disqualification or removal of any director, or otherwise. Any director may resign effective on giving written notice to the corporation. If no directors are in office, then an election of directors may be held in the manner provided in statute. If, at the time of filling any vacancy or newly created directorship, the directors then in office shall constitute less than a majority of the whole Board (as constituted immediately prior to any such increase), the Court of Chancery of the State of Delaware may, upon application of any stockholder or stockholders holding at least ten percent (10%) of the total number of the shares of stock at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

Any director may resign effective on giving written notice to the Chairman of the Board, the President, the Secretary or the Board of Directors, unless the notice specifies a later time for that resignation to become effective. If the resignation of a director is effective at a future time, the Board of Directors may elect a successor to take office when the resignation becomes effective.

No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

Section 4 Regular and Special Meetings Place of Meetings: Notice: Meetings by Telephone. Regular meetings of the Board of Directors may be held without call and at any place within or outside the State of Delaware that has been designated from time to time by resolution of the Board. Such meetings may be held without notice. In the absence of such a designation, regular meetings shall be held at the principal executive office of the corporation. Special meetings of the Board may be called by the President, any Vice President, the Secretary or any member of the Board of Directors and shall be held at any place within or outside the State of Delaware that has been designated in the notice of the meeting or, if not stated in the notice or if no notice is given, at the principal executive office of the corporation. Notice of a special meeting shall be given by the person or persons calling the meeting at least 24 hours before the special meeting. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all directors participating in the meeting can hear one another, and all such directors shall be deemed to be present in person at the meeting. The Board of Directors may keep the books of the corporation outside the State of Delaware.

Section 5. Quorum: Vote Required for Action. A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 7 of this Article III. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, except as may be otherwise specifically provided by statute, the Certificate of Incorporation or these Bylaws.

Section 6. Action Without Meeting. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Section 7. Adjournment Notice. If a quorum shall not be present at any meeting of the Board of Directors the directors present thereat may adjourn the meeting from time to time. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than 24 hours, in which case notice of the time and place shall be given at least 24 hours before the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 8. Fees and Compensation of Directors. Directors and members of committees may receive such compensation, if any, for their services, and such reimbursement of expenses, as may be fixed or determined by resolution of the Board of Directors. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 9. Indemnification:

(a) 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 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), judgments, fines and amounts paid in settlement actually and reasonably incurred 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. 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 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 reasonable cause to believe that his conduct was unlawful.

(b) 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 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 such 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 Chancery of Delaware 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 such Court of Chancery or such other court shall deem proper,

(c) To the extent that a director, officer, employee or agent of the corporation shall be 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 corporation 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 independent legal counsel in a written opinion, or (3) by the stockholders.

(e) 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 of Directors in the manner provided in paragraph (d) 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 Section 9.

(f) The indemnification provided by this Section 9 shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, 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 Board of Directors may authorize the corporation 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 liability 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 Section 9.

(h) For the purposes of this Section 9, references to "the corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer; employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Section 9 with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

(i) For purposes of this section, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the corporation" shall include service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this Section 9.

ARTICLE IV.
COMMITTEES

Section 1. Committees of Directors. The Board of Directors may designate one or more committees, each consisting of one or more directors, to serve at the pleasure of the Board. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any committee, to the extent provided in the resolution of the Board, shall have all the authority of the Board, except with respect to:

(a) the amendment of these Bylaws;

(b) a distribution to the stockholders of the corporation;

(c) the amendment of the Certificate of Incorporation (except that a committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the Board of Directors as provided in Section 151(a) of the Delaware General Corporation Law, fix the designations and any of the preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the corporation or the conversion into, or the exchange of such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the corporation or fix the number of shares of any series of stock or authorize the increase, or decrease of the shares of any series);

(d) adopting an agreement of merger or consolidation under Sections 251 or 252 of the Delaware General Corporation Law;

(e) recommend to the stockholders the sale, lease or exchange of all or substantially all of' the corporation's property and assets; or

(f) recommend to the stockholders a dissolution of the corporation or a revocation of a dissolution.

Section 2. Meetings and Action of Committees. Committees shall conduct their business and meetings in the same manner as the Board of-Directors conducts its business pursuant to these Bylaws.

ARTICLE V.
OFFICERS

Section 1. Officers. The officers of the corporation shall be a President, a Secretary and a Treasurer/Chief Financial Officer. The corporation may also have, at the discretion of the Board of Directors, a Chairman of the Board, a Chief Executive Officer, one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article V. Any number of offices may be held by the same person.

Section 2. Election of Officers. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article V, shall be chosen by the Board of Directors, and each shall serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment.

Section 3. Subordinate Officers. The Board of Directors empowers the President to appoint such other, subordinate officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the Bylaws or as the Board of Directors may from time to time determine.

Section 4. Removal and Resignation of Officers. Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by the Board of Directors, at any regular or special meeting of the Board, or, except in case of an officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors; except that the President may remove any subordinate officer with cause. Any officer may resign at any time by giving written notice to the corporation.

Section 5. Vacancies in Offices. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office.

Section 6. Chairman of the Board. The Chairman of the Board, if such an officer be elected, shall, if present, preside at meetings of the stockholders and the Board of Directors, and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by the Bylaws. If there is no President, the Chairman of the Board shall in addition be the Chief Executive Officer of the corporation and shall have the powers and duties prescribed in Section 7 of this Article V.

Section 7. President. Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, the President shall be the Chief Executive Officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and the officers of the corporation. In the absence of the Chairman of the Board, or if there be none, the president shall preside at all meetings of the stockholders and the Board of Directors. He shall have the general powers and duties of management usually vested in the office of President of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or the Bylaws.

Section 8. CEO, Vice Presidents. In the absence or disability of the President, the CEO and the Vice Presidents, if any, in order of their rank as fixed by the Board of Directors or, if not ranked, the CEO, shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The CEO, and the Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for each of them, respectively, by the Board of Directors or the Bylaws, and the President or the Chairman of the Board.

Section 9. Secretary. The Secretary shall keep or cause to be kept, at the principal executive office or such other place as the Board of Directors may direct, a book of minutes of all meetings and actions of directors, committees of directors and stockholders, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at directors' meetings or committee meetings, the number of shares present or represented at stockholders' meetings, and the proceedings.

The Secretary shall keep, or cause to be kept, at the principal executive office or at the office of the corporation's transfer agent or registrar, as determined by resolution of the Board of Directors, a share register, or a duplicate share register, showing the names of all stockholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation.

The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and of the Board of Directors required by the Bylaws or by law to be given, and shall keep the seal of the corporation, if one be adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by the Bylaws.

Section 10. Chief Financial Officer (Treasurer. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings and shares. The books of account shall at all reasonable times be open to inspection by any directors.

The Chief Financial Officer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, shall render to the President and directors, whenever they request it, an account of all of his transactions as Chief Financial Officer and of the financial condition of the corporation, and shall have the powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

Section 11. Excessive Compensation. If the Internal Revenue Service disallows as a business deduction to the corporation any part of the salary or other compensation paid by it to any officer, director or employee, as being excessive compensation, that part disallowed shall be repaid to the corporation by the officer, director or employee.

ARTICLE VI.
RECORDS AND REPORTS

Section 1 Inspection of Books and Records.

(a) Any stockholder, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the corporation's stock ledger, a list of its stockholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the corporation at its registered office in the State of Delaware or at its principal place of business.

(b) If the corporation, or an officer or agent thereof, refuses to permit an inspection sought by a stockholder or attorney or other agent acting for the stockholder pursuant to (a) above or does not reply to the demand within five business days after the demand has been made, the

stockholder may apply to the Court of Chancery in the State of Delaware for an order to compel such inspection in accordance with Section 220(c) of the Delaware General Corporation Law.

(c) Any director shall have the right to examine the corporation's stock ledger, a list of its stockholders and its other books and records for a purpose reasonably related to his position as a director.

ARTICLE VII.
GENERAL CORPORATE MATTERS

Section 1. Record Date for Purposes Other Than Notice and Voting. For purposes of determining the stockholders 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 lawful action (other than action by stockholders by written consent without a meeting), the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted and which record date shall not be more than 60 days before any such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 2. Checks, Drafts, Evidences of Indebtedness, Contracts and Other Commitments. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the corporation, and contracts or other commitments of the corporation in the ordinary course of its business, may be signed or endorsed by the President, and by other person(s) in such manner as from time to time determined by resolution of the Board of Directors.

Section 3. Certificate for Shares.

(a) A certificate or certificates for shares of the capital stock of the corporation shall be issued to each stockholder when any of these shares are fully paid, and the Board of Directors may authorize the issuance of certificates or shares as partly paid provided that these certificates shall state the amount of consideration to be paid for them and the amount paid. All certificates shall be signed in the name of the corporation by the Chairman of the Board or the President or the CEO or a Vice President and by the Chief Financial Officer or an Assistant Treasurer or the Secretary or any Assistant Secretary, certifying the number of shares and the class or series of shares owned by the stockholder. Any or all of the signatures on the certificate may be facsimile. In the event that any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be that officer, transfer agent or registrar before that certificate is issued, it may be issued by the corporation with the same effect as if that person were an officer, transfer agent or registrar at the date of issue.

(b) If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualification, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, provided that, except as otherwise provided in Section 202 of the Delaware General Corporation, Law, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 4. Lost Certificates. Except as provided in this Section 4, no new certificates for shares shall be issued to replace an old certificate unless the latter is surrendered to the corporation and cancelled at the same time. The Board of Directors may, in case any share certificate or certificate for any other security is lost, stolen or destroyed, authorize the issuance of a replacement certificate on such terms and conditions as the Board may require, including provision for indemnification of the corporation secured by a bond or other adequate security sufficient to protect the corporation against any claim that may be made against it, including any expense or liability on account of the alleged loss, theft or destruction of the certificate or the issuance of the replacement certificate.

Section 5. Construction and Definitions. Unless the context requires otherwise, the general provisions, rules of construction and definitions in the Delaware General Corporation law shall govern the construction of these Bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular and the term "person" includes both a corporation and a natural person.

Section 6. Transfers of Stock. Upon the surrender to the corporation, or the transfer agent of the corporation, of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue new certificates to the persons entitled thereto, cancel the old certificates and record the transaction upon its books.

Section 7. Registered Stockholders. The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and accordingly shall not be bound to recognize any equitable or other claim or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of the State of Delaware.

Section 8. Dividends.

(a) Dividends upon the capital stock of the corporation, subject to the provisions of the Certificate of Incorporation, in any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of capital stock, subject to the provisions of the Certificate of Incorporation.

(b) Before payment of any dividend the directors may set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interests of the corporation, and the directors may abolish such reserve.

Section 9 Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

Section 10. Notices.

(a) Whenever, under the provisions of the statutes or of the Certificate of Incorporation or of these Bylaws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the Corporation, with postage prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telephone or telegram.

(b) Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed to be equivalent. Attendance of a person at a meeting shall constitute a waiver of notice of such

meeting, except when the person attends a 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.

Section 11. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clear statement of the business and condition of the corporation.

Section 12. S Election. If at any time the corporation elects to be treated for federal or state tax purposes as an S Corporation, unless such S election has been revoked by the affirmative action of the majority of the shares entitled to vote on such action, the corporation will not, nor be compelled to recognize, for so long as the Corporation's status as an S Corporation continues, any transfer to whom or to which in the opinion of counsel to the corporation could disqualify the corporation as an S Corporation.

ARTICLE VIII.
AMENDMENTS

Section 1. Amendment of Bylaws. New Bylaws may be adopted or these Bylaws may be amended or repealed by the vote or written consent of stockholders or the Board of Directors, when such power is conferred upon the Board by the Certificate of Incorporation, at any regular meeting of the stockholders or Board, or any special meeting of the stockholders or Board if notice of such alteration, amendment, repeal or adoption of new Bylaws was contained in the notice of such meeting.

QuickLinks

Exhibit 3.51

Exhibit 3.52

SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
POLEXIS, INC.

Carlos Persichetti and Scott Neill hereby certify that:

1. They are the duly elected and acting President and Chief Financial Officer, respectively, of Polexis, Inc., a California corporation (the "*Corporation*").

2. The Amended and Restated Articles of Incorporation of the Corporation shall be amended and restated to read in full as follows:

ARTICLE I

The name of the corporation is Polexis, Inc.

ARTICLE II

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III

The Corporation is authorized to issue two classes of stock to be designated "Common Stock" and "Preferred Stock." The total number of shares of Common Stock that the Corporation is authorized to issue is 17,250,000. The total number of shares of Preferred Stock that the Corporation is authorized to issue is 4,200,000.

The first series of Preferred Stock shall be comprised of Eight Hundred Sixty-Nine Thousand Five Hundred Sixty-Three (869,563) shares and shall be designated "Series A Preferred." The second series of Preferred Stock shall be comprised of Three Million Three Hundred Thirty Thousand (3,330,000) shares and shall be designated "Series B Preferred." As used herein, the term "*Series A Preferred*" without designation shall refer to shares of the Corporation's Series A Preferred Stock, the term "*Series B Preferred*" shall refer to shares of the Corporation's Series B Preferred Stock, the term "*Common*" shall refer to the Corporation's Common Stock, and the term "*Preferred*" shall refer to the Corporation's Preferred Stock.

The remaining shares of Preferred may be issued from time to time in one or more series. The board of directors of the Corporation (the "*Board of Directors*") is expressly authorized to provide for the issue of all or any of the remaining shares of Preferred in one or more series, and to fix the number of shares and to determine or alter for each such series, such voting powers, full or limited, or no voting powers, and such designations, preferences, and relative, participating, optional, or other rights and such qualifications, limitations, or restrictions thereof, as shall be stated and expressed in the resolution or resolutions adopted by the Board of Directors providing for the issue of such shares (a "*Preferred Stock Designation*") and as may be permitted by the General Corporation Law of the State of California and by these Second Amended and Restated Articles of Incorporation. The Board of Directors is also expressly authorized to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any series other than the Series A Preferred and the Series B Preferred subsequent to the issue of shares of such series. In case the number of shares of

any such series shall be so decreased, the shares constituting such decrease shall resume the status they had prior to the adoption of the resolution originally fixing the number of shares of such series.

The relative rights, preferences, privileges and restrictions granted to or imposed upon the Common and the Preferred are as follows:

1. *Dividends.* The holders of the then outstanding Series B Preferred shall be entitled to receive, pari passu with the holders of the then outstanding Series A Preferred, when, as and if declared by the Board of Directors, out of funds legally available therefor, noncumulative cash dividends at an equal rate to be determined by the Board of Directors, as adjusted for any consolidations, combinations, stock distributions, stock dividends, stock splits or similar events (each a "*Recapitalization Event*") per share per annum. No dividend (except may be declared or paid on any shares of Common, Series A Preferred and/or Series B Preferred unless at the same time an equivalent dividend is declared and paid simultaneously on the Common, Series A Preferred and the Series B Preferred with the dividends paid on each share of Series A Preferred and each share of Series B Preferred to be on an as-converted basis. The right to dividends on shares of Series A Preferred, Series B Preferred and Common shall not be cumulative, and no right shall accrue to holders of Series A Preferred, Series B Preferred or Common by reason of the fact that dividends on said shares are not declared in any period,

2. *Liquidation Preference.* In the event of the liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, distributions to the shareholders of the Corporation shall be made in the following manner:

(a) *Preference.* The holders of Series A Preferred and the holders of the Series B Preferred shall be entitled to receive, prior and in preference to any distribution of any assets or property of the Corporation to the holders of Common by reason of their ownership hereof, an amount equal to $1.15 per share for each share of Series A Preferred then held by them and, in the case of the Series B Preferred, an amount equal to $0.4806 per share for each share of Series B Preferred then held by them (each as adjusted for Recapitalization Events affecting the number of outstanding shares of Series A Preferred and Series B Preferred) plus an amount equal to all declared and unpaid dividends with respect thereto. If upon the occurrence of such event, the assets and funds available for distribution are insufficient to permit the payment to the holders of Series A Preferred and Series B Preferred of the full preferential amounts, then the entire assets and funds of the Corporation legally available for distribution to shareholders will be distributed among the holders of the Series A Preferred and Series B Preferred ratably in proportion to the full preferential amount which they would be entitled to receive pursuant to the preceding sentence of this Section 2(a).

(b) After payment has been made to the holders of Series A Preferred and Series B Preferred pursuant to Section 2(a), the holders of Common, Series A Preferred, and Series B Preferred shall be entitled to receive, pro rata, the remaining assets of the Corporation available for distribution to shareholders, based on the number of shares of Common then held by them (assuming full conversion of all such Series A Preferred and Series B Preferred).

(c) *Reorganization or Merger.* A reorganization or merger of the Corporation with or into any other corporation or corporations, the tendering of shares of the Corporation pursuant to a tender offer, a sale of all or substantially all of the assets of the Corporation or any other transaction involving the Corporation or its shareholders in which (in any such case) the shareholders of the Corporation do not own a majority of the outstanding shares of the surviving corporation (a "Corporate Sale") shall be deemed to be a liquidation within the meaning of this

Section 2. Any securities to be delivered to the holders of the Series A Preferred, Series B Preferred, and Common upon a Corporate Sale shall be valued as follows:

(i) If traded on a securities exchange, the value shall be deemed to be the average of the closing prices of the securities on such exchange for the twenty (20) consecutive trading days ending three (3) business days prior to the closing;

(ii) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid prices or sale prices (whichever are applicable) for the twenty (20) consecutive trading days ending three (3) business days prior to the closing; and

(iii) If there is no active public market, the value shall be the fair market value thereof, as mutually determined by the Corporation, the holders of not less than a majority of the outstanding shares of Series A Preferred and the holders of not less than a majority of the outstanding shares of Series B Preferred, voting together as a single class, provided that if the Corporation and the holders of a majority of the outstanding shares of Series A Preferred and Series B Preferred are unable to reach agreement, then by independent appraisal by an investment banker acceptable to the holders of a majority of the outstanding shares of Series A Preferred and the holders of a majority of the outstanding shares of Series B Preferred, voting together as a single class, and hired and paid by the Corporation.

(d) *Noncash Distributions.* Except as otherwise provided in Section 2(c) above, if any of the assets of the Corporation are to be distributed other than in cash under this Section 2 or for any purpose, then the Board of Directors shall promptly engage independent competent appraisers to determine the value of the assets to be distributed to the holders of Series A Preferred, Series B Preferred, or Common. The Corporation shall, upon receipt of such appraiser's valuation, give prompt written notice to each holder of shares of Series A Preferred, Series B Preferred, or Common of the appraiser's valuation.

(e) *Consent for Certain Repurchases.* Each holder of an outstanding share of Series A Preferred or Series B Preferred shall be deemed to have consented, for purposes of Sections 502, 503 and 506 of the General Corporation Law, to distributions made by the Corporation in connection with the repurchase of shares of Common issued to or held by directors, employees or consultants upon termination of their employment or services pursuant to agreements providing for the right of said repurchase between the Corporation and such persons.

3. Voting Rights.

(a) *General.* The holder of each share of Series A Preferred and the holder of each share of Series B Preferred shall be entitled to the number of votes equal to the number of shares of Common into which each share of Series A Preferred or Series B Preferred, respectively, could be converted on the record date for the vote or written consent of shareholders and, except as otherwise required by law or as set forth herein, shall have voting rights and powers equal to the voting rights and powers of the Common. The holder of each share of Series A Preferred and the holder of each share of Series B Preferred shall be entitled to notice of any shareholders' meeting in accordance with the bylaws of the Corporation (the "*Bylaws*") and shall vote with holders of the Common at any annual or special meeting of shareholders of the Corporation, or by written consent, upon the election of directors and upon any other matter submitted to a vote of shareholders, except those matters required by law to be submitted to a class vote. Fractional votes shall not, however, be permitted and any fractional voting rights resulting from the above formula (after aggregating all shares of Common into which shares of Series A Preferred and shares of Series B Preferred held by each holder could be converted) shall be rounded to the nearest whole number (with one-half rounded upward to one).

4. *Conversion.* The holders of the Series A Preferred and the holders of the Series B Preferred shall have conversion rights as follows (the "*Conversion Rights*"):

(a) Right to Convert.

(i) *Series A Preferred.* Each share of Series A Preferred shall be convertible into shares of Common without the payment of any additional consideration by the holder thereof and, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or any transfer agent for the Series A Preferred. Each share of Series A Preferred shall be convertible at the conversion rate determined by dividing $1.15 by the Series A Conversion Price (determined as provided herein) in effect at the time of conversion. The number of shares of Common into which each share of Series A Preferred may be converted is hereinafter referred to as the "*Series A Conversion Rate*." The conversion price per share (the "*Series A Conversion Price*") at which shares of Common were initially issuable upon conversion of any shares of Series A Preferred Stock was $1.15 and the initial Series A Conversion Rate was 1/1. As of November 2, 2000, the Series A Conversion Price was $0.3833 and the Series A Conversion Rate was 3/1.

(ii) *Series B Preferred.* Each share of Series B Preferred shall be convertible into shares of Common without the payment of any additional consideration by the holder thereof and, at the option of the holder thereof, at any time after the date of issuance of such share, at the office of the Corporation or any transfer agent for the Series B Preferred. Each share of Series B Preferred shall be convertible at the conversion rate determined by dividing $0.4806 by the Series B Conversion Price (determined as provided herein) in effect at the time of conversion. The number of shares of Common into which each share of Series B Preferred may be converted is hereinafter referred to as the "*Series B Conversion Rate*." The conversion price per share (the "*Series B Conversion Price*") at which shares of Common shall be initially issuable upon conversion of any shares of Series B Preferred Stock shall be $0.4806 and the initial Series B Conversion Rate shall be 1/1.

(b) *Automatic Conversion.* Each share of Series A Preferred and each share of Series B Preferred shall automatically be converted into shares of Common at its then effective Series A Conversion Rate or Series B Conversion Rate, respectively, immediately upon the earlier of (i) the consent of the holders of at least two-thirds of the outstanding Series A Preferred and Series B Preferred, voting together as a single class, or (ii) the closing of a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act covering the offer and sale of Common (other than a registration on Form S-8, Form S-4 or comparable or successor forms), which results in aggregate gross proceeds (prior to underwriters' commissions and expenses) to the Corporation of not less than $20,000,000.

(c) *Adjustments to Conversion Price of Series A Preferred and/or Series B Preferred.*

(i) *Special Definitions.* For purposes of this Section 4(c), the following definitions shall apply:

(1) "*Options*" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire either Common or Convertible Securities.

(2) "*Convertible Securities*" shall mean any evidences of indebtedness, shares or other securities convertible into or exchangeable for Common.

(3) "*Additional Shares of Common*" shall mean all shares of Common issued (or, pursuant to Section 4(c)(iii) below, deemed to be issued) by the Corporation after the

Original Issue Date of the Series A Preferred or the Series B Preferred, as the case may be, other than shares of Common issued or issuable:

a) upon conversion of shares of the Preferred;

b) shares (as adjusted for Recapitalization Events) to officers, directors or employees of, or consultants to, the Corporation pursuant to a warrant, stock grant, option agreement or plan, purchase plan or other employee/service-provider stock incentive program or agreement approved by the Board of Directors;

c) in connection with the acquisition by the Corporation of another business entity or majority ownership thereof;

d) shares of Common (as adjusted for Recapitalization Events), in connection with any lease financing transaction approved by the Board of Directors;

e) as a dividend or distribution on the Preferred;

f) in connection with a strategic investment or the acquisition of intellectual property or technology approved by the Board of Directors;

g) in connection with the acquisition of another company's assets approved by the Board of Directors; or

h) by way of dividend or other distribution on shares of Common excluded from the definition of Additional Shares of Common by the foregoing clauses Section 4(c)(i)(3)(a) through Section 4(c)(i)(3)(g) or this clause Section 4(c)(i)(3)(h).

(4) "*Original Issue Date*" shall mean, with respect to any Convertible Security, the date on which the first of the series of such Convertible Security was first issued.

(ii) *No Adjustment of Series A Conversion Price or Series B Conversion Price.* No adjustment in the Series A Conversion Price or the Series B Conversion Price shall be made in respect of the issuance of Additional Shares of Common unless the consideration per share for an Additional Share of Common issued or deemed to be issued by the Corporation is less than the respective Series A Conversion Price or Series B Conversion Price in effect on the date of, and immediately prior to, such issue.

(iii) *Deemed Issue of Additional Shares of Common.* In the event the Corporation at any time or from time to time after the Original Issue Date shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares (as set forth in the instrument relating thereto without regard to any provisions contained therein for a subsequent adjustment of such number of Common issuable upon the exercise of such Options or, in the case of Convertible Securities, the conversion or exchange of the Convertible Securities shall be deemed to be Additional Shares of Common issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date, provided that Additional Shares of Common shall not be deemed to have been issued unless the consideration per share (determined pursuant to Section 4(c)(iv) hereof) of such Additional Shares of Common would be less than the Series A Conversion Price or the Series B Conversion Price, respectively, in effect on the :fate of and immediately prior to such issue, or such record date, as the case may be, and provided further that in any such case in which Additional Shares of Common are deemed to be issued:

(1) except as provided in Section 4(c)(iii)(2) below, no further adjustment in the Series A Conversion Price or Series B Conversion Price, respectively, shall be made upon

the subsequent issue of Convertible Securities or shares of Common upon the exercise of such Options or conversion or exchange of such Convertible Securities;

(2) if such Options or Convertible Securities by their terms provide, with the passage of time or otherwise, for any change in the consideration payable to the Corporation, or change in the number of shares of Common issuable, upon the exercise, conversion or exchange thereof (other than under or by reason of provisions designed to protect against dilution), a Series A Conversion Price or Series B Conversion Price computed upon the original issue thereof (or upon the occurrence of a record date with respect thereto) and any subsequent adjustments based thereon, shall, upon any such increase or decrease becoming effective, be recomputed to reflect such increase or decrease insofar as it affects such Options or the rights of conversion or exchange under such Convertible Securities; and

(3) no readjustment pursuant to clause Section 4(000(2) above shall have the effect of increasing the Series A Conversion Price or the Series B Conversion Price, respectively, to an amount which exceeds the lower of (a) the Series A Conversion Price or the Series B Conversion Price, respectively, on the original adjustment date or (b) the Series A Conversion Price or Series B Conversion Price, respectively, that would have resulted from any issuance of Additional Shares of Common between the original adjustment date and such readjustment date.

(iv) *Adjustment of Series A Conversion Price and/or Series B Conversion Price Upon Issuance of Additional Shares of Common.* In the event this Corporation shall issue Additional Shares of Common (including Additional Shares of Common deemed to be issued pursuant to Section 4(c)(iii) without consideration or for a consideration per share less than the Series A Conversion Price and/or the Series B Conversion Price in effect on the date of and immediately prior to such issue, then and in each such event the Series A Conversion Price and/or Series B Conversion Price shall be reduced to a price (calculated to the nearest cent) determined by multiplying such Series A Conversion Price or Series B Conversion Price, as appropriate, by a fraction, the numerator of which shall be the number of shares of Common outstanding immediately prior to such issue plus the number of shares of Common which the aggregate consideration received by the Corporation for the total number of Additional Shares of Common so issued would purchase at such Series A Conversion Price or Series B Conversion Price, as appropriate; and the denominator of which shall be the number of shares of Common outstanding immediately prior to such issue plus the number of such Additional Shares of Common so issued; provided that, for the purposes of this Section 4(c)(iv), all shares of Common issuable upon conversion, exchange or exercise of all outstanding Preferred and other Convertible Securities and all outstanding Options shall be deemed to be outstanding, and, immediately after any Additional Shares of Common are deemed issued pursuant to Section 4(c)(iii), such Additional Shares of Common shall be deemed to be outstanding.

(v) *Determination of Consideration.* For purposes of this Section 4(c), the consideration received by the Corporation for the issue of any Additional Shares of Common shall be computed as follows:

(1) *Cash and Property.* Such consideration shall:

a) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation;

b) insofar as it consists of property other than cash, be computed at the fair value thereof at the time of such issue, as determined by the Board of Directors in the good faith exercise of its reasonable business judgment; and

c) in the event Additional Shares of Common are issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (A) and (B) above, as determined in good faith by the Board of Directors.

(2) *Options and Convertible Securities.* The consideration per share received by the Corporation for Additional Shares of Common deemed to have been issued pursuant to Section 4(c), relating to Options and Convertible Securities, shall be determined by dividing:

a) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

b) the maximum number of shares of Common (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities.

(vi) Other Adjustments to Series A Conversion Price and Series B Conversion Price.

(1) *Subdivisions, Combinations, or Consolidations of Common.* In the event the outstanding shares of Common shall be subdivided, combined or consolidated, by stock split, stock dividend, combination or like event, into a greater or lesser number of shares of Common after the Original Issue Date (it being understood that this Section 4(c)(vi)(1) does not apply in the case of an adjustment, as set forth in Section 4(c)(iii)(2), in the number of shares of Common issuable upon the exercise, conversion or exchange of Options or Convertible Securities) the Series A Conversion Price and the Series B Conversion Price in effect immediately prior to such subdivision, combination, consolidation or stock dividend, concurrently with the effectiveness of such subdivision, combination or consolidation, be proportionately adjusted.

(2) *Distributions Other Than Cash Dividends Out of Retained Earnings.* In case the Corporation shall declare a cash dividend upon its Common payable otherwise than out of retained earnings or shall distribute to holders of its Common shares of its capital stock (other than shares of Common and other than as otherwise adjusted in this Section 4(c)), stock or other securities of other persons, evidences of indebtedness issued by the Corporation or other persons, assets (excluding cash dividends) or options or rights (excluding options to purchase and rights to subscribe for Common or other securities of the Corporation convertible into or exchangeable for Common), then, in each such case, provision shall be made so that the holders of Series A Preferred and the holders of the Series B Preferred shall receive upon conversion thereof, in addition to the number of shares of Common receivable thereupon, the amount of securities of the corporation which they would have received had their Series A Preferred or Series B Preferred been

converted into Common on the date of such event and had they thereafter, during the period from the date of such event to and including the date of conversion, retained such securities receivable by them as aforesaid during such period, subject to all other adjustments called for during such period under this Section 4 with respect to the rights of the holders of the Series A Preferred or the Series B Preferred.

(3) *Reclassifications.* In the case, at any time after the date hereof, of any capital reorganization (except as provided in Section 2(c)) or any reclassification of the stock of the Corporation (other than as a result of a stock dividend or subdivision, split-up or combination of shares), the Series A Conversion Price and the Series B Conversion Price then in effect shall, concurrently with the effectiveness of such reorganization or reclassification, be proportionately adjusted such that the shares of the Series A Preferred and the Series B Preferred shall, after such reorganization or reclassification, be convertible into the kind and number of shares of stock or other securities or property of the Corporation or otherwise to which such holder would have been entitled if immediately prior to such reorganization or reclassification, the holder had converted the holder's shares of the Series A Preferred or Series B Preferred into Common. The provisions of this Section 4(c)(vi)(3) shall similarly apply to successive reorganizations, reclassifications, consolidations or other changes as provided for herein.

(d) *Certificate as to Adjustments.* Upon the occurrence of each adjustment or readjustment of the Series A Conversion Price or the Series B Conversion Price pursuant to this Section 4, the Corporation at its expense shall promptly compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Series A Preferred or Series B Preferred a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, upon the written request at any time of any holder of Series A Preferred or Series B Preferred, furnish or cause to be furnished to such holder a like certificate setting forth (i) such adjustments and readjustments, (ii) the Series A Conversion Price of the Series A Preferred at the time in effect or, as appropriate, the Series B Conversion Price of the Series B Preferred at the time in effect, and (iii) the number of shares of Common and the amount, if any, of other property which at the time would be received upon the conversion of the Series A Preferred or the Series B Preferred, respectively.

(e) *Mechanics of Conversion.* Before any holder of Series A Preferred or Series B Preferred shall be entitled to convert the same into shares of Common, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent for the Series A Preferred or Series B Preferred, respectively, and shall give written notice to the Corporation at such office that the holder elects to convert the same (except that no such written notice of election to convert shall be necessary in the event of an automatic conversion pursuant to Section 4(b) hereof). The Corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Series A Preferred or Series B Preferred a certificate or certificates for the number of shares of Common to which he shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Series A Preferred or Series B Preferred to be converted (except that in the case of an automatic conversion pursuant to Section 4(b) hereof such conversion shall be deemed to have been made immediately after the giving of the consent referred to in Section 4(b)(i) or immediately prior to the closing of the offering referred to in Section 4(b)(ii)) and the person or persons entitled to receive the shares of Common issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common on such date.

(f) *Fractional Shares.* In lieu of any fractional shares to which the holder of Series A Preferred or Series B Preferred would otherwise be entitled, the Corporation shall pay cash equal to such fraction multiplied by the fair market value of one share of Common as determined by the Board of Directors. The number of whole shares issuable to each holder upon such conversion shall be determined on the basis of the number of shares of Common issuable upon conversion of the total number of shares of Series A Preferred or Series B Preferred of each holder at the time converting into Common.

(g) *No Impairment.* Except by amendment to these Second Amended and Restated Articles of Incorporation in accordance with Section 5, the Corporation will not through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of Series A Preferred or Series B Preferred against impairment.

(h) *Reservation of Stock Issuable Upon Conversion.* The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common solely for the purpose of effecting the conversion of the shares of Series A Preferred and Series B Preferred such number of its shares of Common as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series A Preferred and Series B Preferred; and if at any time the number of authorized but unissued shares of Common shall not be sufficient to effect the conversion of all then outstanding shares of Series A Preferred and Series B Preferred, the Corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common to such number of shares as shall be sufficient for such purpose.

(i) *No Reissuance of Converted Shares.* No shares of Series A Preferred or Series B Preferred which have been converted into Common after the original issuance thereof shall ever again be reissued and all such shares so converted shall upon such conversion cease to be a part of the authorized shares of the Corporation.

(j) *Notices of Record Date.* In the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property or to receive any other right, the Corporation shall mail to each holder of Series A Preferred and Series B Preferred at least twenty (20) days prior to such record date, a notice specifying the date on which any such record is to be taken for the purpose of such dividend or distribution or right, and the amount and character of such dividend, distribution or right.

5. *Protective Provisions.* In addition to any other rights provided by law, so long as any Series A Preferred or Series B Preferred shall be outstanding, this Corporation shall not, without first obtaining the affirmative vote or written consent of the holders of not less than two-thirds of the outstanding shares of Series A Preferred, voting separately as a single class, and of the holders of not less than two-thirds of the outstanding shares of Series B Preferred, voting separately as a single class:

(a) sell, convey, or otherwise dispose of or encumber all or substantially all of its property or assets or merge or consolidate with or into any other corporation or corporations or effect any transaction or series of related transactions in which more than 50% of the voting power of the Corporation is disposed of for a price implying a value of the entire Corporation of less than $20,000,000;

(b) redeem or repurchase any shares of capital stock, except as provided in Section 2(e).

(c) create, authorize or issue shares of any class of stock or any other securities convertible into equity securities of the Corporation having preferences superior to or on par with the Series A Preferred or Series B Preferred with regard to dividends and assets of the Corporation;

(d) amend or change the rights, preferences, privileges or powers of the Series A Preferred or the Series B Preferred;

(e) amend or change the rights, preferences or privileges of the outstanding shares of Common in such a manner as to provide such shares with a preference or priority on par with or superior to the preference and priority of the Series A Preferred or Series B Preferred with regard to dividends and assets of the Corporation;

(f) declare or pay a dividend on the Common (other than a dividend payable solely in shares of Common); or

(g) license any of the Corporation's technology in such a manner as to have the same economic effect as a sale or disposition of all or substantially all of the assets of the Corporation, for a price less than $20,000,000.

ARTICLE IV

The liability of the directors of this Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law. Any repeal or modification of this Article IV, or the adoption of any provision of the Second Amended and Restated Articles of Incorporation inconsistent with this Article IV, shall only be prospective and shall not adversely affect the rights under this Article IV in effect at the time of the alleged occurrence of any action or omission to act giving rise to liability.

ARTICLE V

This Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors, or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits on indemnification set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to the Corporation or its shareholders. Any repeal or modification of this Article V, or the adoption of any provision of the Second Amended and Restated Articles of Incorporation inconsistent with this Article V, shall only be prospective and shall not adversely affect the rights under this Article V in effect at the time of the alleged occurrence of any action or omission to act giving rise to indemnification.

The foregoing Second Amended and Restated Articles of Incorporation have been duly approved by the Board of Directors.

The foregoing Second Amended and Restated Articles of Incorporation have been duly approved by the required vote of the shareholders of the Corporation in accordance with Sections 902 and 903 of the California General Corporations Law. The total number of outstanding shares of the Corporation entitled to vote with respect to the foregoing Second Amended and Restated Articles of Incorporation was 7,200,000 shares of Common and 869,563 shares of Series A Preferred. The number of shares voting in favor of the amendment equaled or exceeded the vote required, such required vote being a majority of the outstanding shares of capital stock, a majority of the outstanding shares of Common and two-thirds of the outstanding shares of Series A Preferred.

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We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Executed this 3rd day of November, 2000.

/s/ Carlos Persichetti

Carlos Persichetti
President

/s/ Scott Neill

Scott Neill
Chief Financial Officer

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
POLEXIS, INC.

David Overskei and Michael Glasgow hereby certify that:

1. They are the duly elected and acting President and Secretary, respectively, of Polexis, Inc., a California corporation (the "Company").

2. The first paragraph of Article III of the Articles of Incorporation of the Company is amended in its entirety to read as follows:

"The Corporation is authorized to issue two classes of stock to be designated "Common Stock" and "Preferred Stock." The total number of shares of Common Stock that the Corporation is authorized to issue is 22,000,000. The total number of shares of Preferred Stock that the Corporation is authorized to issue is 4,200,000."

3. The foregoing amendment to the Articles of Incorporation has been duly approved by the Board of Directors.

4. The foregoing amendment was approved by the holders of the requisite number of shares of said Corporation in accordance with Sections 902 and 903 of the California General Corporation Law. The total number of outstanding shares of each class entitled to vote with respect to the foregoing amendment was 7,203,650 shares of Common Stock, 869,563 shares of Series A Preferred Stock and 5 shares of Series B Preferred Stock. The number of shares voting in favor of the foregoing amendment equaled or exceeded the vote required, such required vote being (i) more than fifty percent (50%) of the outstanding shares of capital stock of this Corporation and (ii) more than fifty percent (50%) of the outstanding shares of Common Stock.

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We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct to our knowledge.

Dated: October 29, 2002

/s/ David Overskei

David Overskei, President

/s/ Michael Glasgow

Michael Glasgow, Secretary

[SIGNATURE PAGE TO CERTIFICATE OF AMENDMENT
OF ARTICLES OF INCORPORATION]

AGREEMENT OF MERGER
OF
SHADOW RESEARCH INTERNATIONAL, INC.
AND
POLEXIS, INC.

AGREEMENT OF MERGER entered into on March 31, 2004 by Shadow Research International, Inc. and Polexis, Inc., as approved by the Board of Directors of each of said corporations:

1. Shadow Research International, Inc., which is a corporation incorporated in the State of Delaware, and which is sometimes hereinafter referred to as the "Disappearing Corporation," shall be merged with and into Polexis, Inc., which is a corporation incorporated in the State of California, and which is sometimes hereinafter referred to as the "Surviving Corporation." The laws of the jurisdiction of incorporation of the Disappearing Corporation permit the merger of a business corporation of said jurisdiction with and into a business corporation of another jurisdiction.

2. The separate existence of the Disappearing Corporation shall cease upon the effective date of the merger in accordance with the provisions of the laws of the jurisdiction of incorporation of said corporation.

3. The Surviving Corporation shall continue its existence under its present name pursuant to the provisions of the General Corporation Law of the State of California.

4. The Articles of Incorporation of the Surviving Corporation upon the effective date of the merger in the State of California shall be the Articles of Incorporation of said Surviving Corporation and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the General Corporation Law of the State of California.

5. The bylaws of the Surviving Corporation upon the effective date of the merger in the State of California shall be the bylaws of said Surviving Corporation and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the General Corporation Law of the State of California.

6. The directors of the Disappearing Corporation upon the effective date of the merger in the State of California shall become the members of the Board of Directors of the Surviving Corporation, and the officers of the Surviving Corporation who are in office upon the effective date of the merger shall remain as the officers of the Surviving Corporation, all of whom shall hold their directorships and offices until the election, choice, and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the Surviving Corporation.

7. Each issued share of the Disappearing Corporation shall, upon the effective date of the merger, be converted into one (1) share of the Surviving Corporation. The issued shares of the Surviving Corporation immediately prior to the Effective Time shall be exchanged for adequate consideration (as specified in Sections 7A, 7B and 7C below) and each said share which is issued as of the complete effective date of the merger shall be cancelled.

7A. Each issued share of Common Stock of the Surviving Corporation shall, upon the effective date of the Merger, be converted into (i) $0.1145551 cash, (ii) 0.0542312 shares of common stock of SYS, a California corporation, which was the parent of the Disappearing Corporation ("SYS"), and (iii) a promissory note of SYS, in the form attached hereto as Exhibit A (a "Note') with an original principal amount of $0.1068354.

7B. Each issued share of Series A Preferred Stock of the Surviving Corporation shall, upon the effective date of the merger, be converted into (i) $0.7861153 cash; (ii) 0.1250559 shares of common stock of SYS; and (iii) a Note with an original principal amount of $0.2463609.

7C. Each issued share of Series B Preferred Stock of the Surviving Corporation shall, upon the effective date of the merger, be converted into (i) $0.3218283 cash; (ii) 0.0511967 shares of common stock of SYS; and (iii) a Note with an original principal amount of $0.1008579.

8. In the event that the merger herein provided for shall have been fully authorized in accordance with the provisions of the laws of the jurisdiction of incorporation of the Disappearing Corporation and in accordance with the provisions of the General Corporation Law of the State of California, the Disappearing Corporation and the Surviving Corporation hereby agree that they will cause to be executed and filed and/or recorded any document or documents prescribed by the laws of the State of Delaware and of the State of California, and that they will cause to be performed all necessary acts therein and elsewhere to effectuate the merger.

9. The Board of Directors and the proper officers of the Disappearing Corporation and of the Surviving Corporation, respectively, are hereby authorized, empowered and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers and documents which shall be or become necessary, proper or convenient to carry out or put into effect any of the provisions of this Agreement of Merger or of the Merger herein provided for.

The undersigned have executed this Agreement of Merger of Shadow Research International, Inc. and Polexis, Inc. as of the date set forth below.

Executed as of March 31, 2004

SHADOW RESEARCH INTERNATIONAL, INC.

By: /s/ Clifton L. Cooke

Clifton L. Cooke, President

By: /s/ Michael W. Fink

Michael W. Fink, Secretary

Executed as of March 31, 2004

POLEXIS, INC.

By: /s/ Kimberly Holly

Kimberly Holly, President

By: /s/ Michael Glasgow

Michael Glasgow, Secretary

EXHIBIT A

THIS NOTE AND THE SHARES ISSUABLE UPON CONVERSION OF THIS NOTE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THIS NOTE AND THE SHARES ISSUABLE UPON CONVERSION OF THIS NOTE MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THIS NOTE UNDER SAID ACT OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO SYS THAT SUCH REGISTRATION IS NOT REQUIRED.

CONVERTIBLE NOTE

FOR VALUE RECEIVED, SYS, a California corporation (the 'Borrower"), hereby promises to pay to (the "Holder"), the sum of ($), with simple interest accruing at the annual rate of ten percent (10%), on , 2007 (the "Maturity Date").

The following terms apply to this Note:

ARTICLE 1
PAYMENT RELATED PROVISIONS

1.1 *Payment Grace Period.* The Borrower will have a twenty (20) day grace period to pay any monetary amounts due under this Note, after which grace period a default interest rate of the higher of (i) one percent (1%) per month or (ii) the maximum amount allowed by law will apply to the amounts past due hereunder.

1.2 *Interest Rate.* Subject to the Holder's right to convert, interest payable on this Note will accrue at the annual rate of ten percent (10%) and be payable (i) on each April 1, July 1, October 1 and January 1, commencing July 1, 2004 (ii) on any Conversion Date and (iii) on the Maturity Date, accelerated or otherwise, when the principal and remaining accrued but unpaid interest is due and payable.

ARTICLE 2
CONVERSION RIGHTS

The Holder will have the right to convert the principal amount due under this Note into Shares of the Borrower's Common Stock as set forth below.

2.1 *Conversion Rights.* The Holder will have the right from and after the Closing Date, and then at any time until the Maturity Date, to convert all, but not part, of the outstanding and unpaid principal portion of this Note (the date of giving of such notice of conversion, a "Conversion Date") into shares of fully paid and nonassessable shares of restricted common stock of the Borrower (as such stock exists on the date of issuance of this Note, or any shares of capital stock of the Borrower into which such stock is hereafter changed or reclassified, the "Common Stock") at an initial per share conversion price equal to $2.32 per share (the "Conversion Price"). Within five (5) business days after the delivery to the Borrower of the attached Notice of Conversion, fully executed by the Holder, the Borrower will issue and deliver to the Holder the shares of Common Stock issuable in the conversion, along with accrued but unpaid interest on the Note through the Conversion Date. In the event that at any time and from time to time following the six-month anniversary of the date of this Note but ending on October 15, 2005 (i) the resale of the shares of Common Stock underlying this Note is subject to an effective registration statement under the Securities Act of 1933, as amended, and (ii) the closing price of the Borrower's Common Stock on the principal exchange on which it is traded is $3.00 or more for five or more consecutive trading days, then, at any time within twenty (20) days thereafter, Borrower

may demand the conversion of up to a total of 50% of the original principal amount of this Note and, upon such demand, 50% of the principal amount of this Note shall be converted in accordance with the terms hereof. Certificates evidencing shares of Common Stock issued upon conversion of this Note shall bear a legend indicating that the issuance of the shares was not registered under applicable securities laws and that the shares may be resold only pursuant to a registration or an exemption from registration.

2.2 *Conversion Price Adjustments.* The Conversion Price described in Section 2.1 and the number and kind of shares or other securities to be issued upon conversion determined pursuant to Section 2.1 is subject to adjustment upon any of the following events:

2.3 *Merger, Consolidation or Sale of Assets.* If the Borrower at any time consolidates with or merges into, or sells or conveys all or substantially all of its assets to, any other entity, the unpaid principal portion of this Note and accrued interest thereon will thereafter be deemed to evidence the right to purchase such number and kind of shares or other securities and property as would have been issuable or distributable, on account of such consolidation, merger, sale or conveyance, upon or with respect to the securities subject to the conversion or purchase right immediately prior to such consolidation, merger, sale or conveyance. The foregoing provision will similarly apply to successive transactions of a similar nature by any such successor or purchaser. Without limiting the generality of the foregoing, the anti-dilution provisions of this Section 2.2.3 and 2.2.4 will apply to such securities of such successor or purchaser after any such consolidation, merger, sale or conveyance.

2.4 *Reclassification.* If the Borrower at any time, by reclassification or otherwise, changes the Common Stock into the same or a different number of securities of any class or classes, the unpaid principal portion of this Note and accrued interest thereon will thereafter be deemed to evidence the right to purchase such number and kind of securities as would have been issuable as the result of such change with respect to the Common Stock immediately prior to such reclassification or other change.

2.5 *Stock Splits, Combinations and Dividends.* If the shares of Common Stock are subdivided or combined into a greater or smaller number of shares of Common Stock, or if a dividend is paid on the Common Stock in shares of Common Stock, the Conversion Price will be proportionately reduced in case of subdivision of shares or stock dividends or proportionately increased in the case of combination of shares, in each such case by the ratio which the total number of shares of Common Stock outstanding immediately after such event bears to the total number of shares outstanding immediately prior to such event.

2.6 *Share Issuance.* Subject to the provisions of this Section 2.2, if the Borrower at any time issues any shares of Common Stock prior to the conversion of the entire principal amount of the Note (other than (i) as provided in this Section 2.2 or (ii) (a) pursuant to options, warrants or other obligations to issue shares outstanding on the date hereof; (b) pursuant to options, warrants or other obligations to issue shares pursuant to a Company Plan or otherwise for employees, consultants and directors and (c) pursuant to any shares issued or to be issued in connection with other convertible notes, a merger or acquisition transaction) for a consideration less than the Conversion Price that would be in effect at the time of such issue, then, and thereafter successively upon' each such issue, the Conversion Price will be reduced as follows: (x) the number of shares of Common Stock outstanding immediately prior to such issue will be multiplied by the Conversion Price in effect at the time of such issue and the product will be added to the aggregate consideration, if any, received by the Borrower upon such issue of additional shares of Common Stock and (y) the sum so obtained will be divided by the number of shares of Common Stock outstanding immediately after such issue. The resulting quotient will be the adjusted Conversion Price. Except for issuances pursuant to clauses (i) and (ii) of this Section 2.2.4, for purposes of this adjustment the issuance of any security of the Borrower carrying the right to convert such security into shares of Common Stock or of any warrant, right or option to

purchase Common Stock will result in an adjustment to the Conversion Price upon the issuance of shares of Common Stock pursuant to such conversion or purchase rights.

2.7 *Reservation of Shares.* As of the issuance date of this Note and for the remaining period during which the conversion right exists, the Borrower will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of Common Stock upon the full conversion of this Note. The Borrower represents that upon issuance, such shares will be duly and validly issued, fully paid and non-assessable. The Borrower agrees that its issuance of this Note constitutes full authority to its officers, agents and transfer agents who are charged with the duty of executing and issuing stock certificates to execute and issue the necessary certificates for shares of Common Stock upon the conversion of this Note.

ARTICLE 3
EVENTS OF DEFAULT

The occurrence of any of the following events (each, an "Event of Default") will, at the option of the Holder, make all sums of principal and interest then remaining unpaid hereon and all other amounts payable hereunder immediately due and payable, all without demand, presentment or notice, or grace period, all of which hereby are expressly waived, except as set forth below:

3.1 *Failure to Pay Principal or Interest.* The Borrower fails to pay any installment of principal or interest hereon when due and such failure continues past the grace period allowed in Section 1.1 hereof.

3.2 *Breach by Borrower.* The Borrower breaches any material representation, warranty, covenant or other term or condition of this Note in any material respect and such breach, if subject to cure, continues for a period of twenty (20) days after written notice to the Borrower from the Holder.

3.3 *Receiver or Trustee.* The Borrower makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver or trustee for the Borrower or for a substantial part of its property or business or such a receiver or trustee is otherwise appointed.

3.4 *Bankruptcy.* Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings or relief under any bankruptcy law or similar law are instituted by or against the Borrower and are not dismissed within forty-five (45) days of initiation.

3.5 *Default.* The Borrower, after applicable notice and cure periods, defaults under any one or more of its obligations in an aggregate monetary amount in excess of $500,000 and such default is not remedied within 90 days.

3.6 *Failure to Deliver Common Stock.* The Borrower fails to timely deliver Common Stock to the Holder pursuant to and in the form required by this Note.

ARTICLE 4
MISCELLANEOUS

4.1 *Notices.* Any notice required or permitted hereunder must be in writing and either personally served or sent by facsimile transmission (with a copy sent by regular, certified or registered mail or by overnight courier). For the purposes hereof, the address and facsimile number of the Holder is , facsimile number . The address and facsimile number of the Borrower is SYS Technologies, 5050 Murphy Canyon Road, Suite 200, San Diego, California 92123, and facsimile number 858-715-5510. Both the Holder and the Borrower may change the address and facsimile number for notice by service of notice to the other party as herein provided.

4.2 *Amendment Provision.* The term "Note" and all reference thereto, as used throughout this instrument, means this instrument as originally executed, or if later amended or supplemented, then as so amended or supplemented.

4.3 *Assignability.* This Note will be binding upon the Borrower and its successors and permitted assigns, will inure to the benefit of the Holder and its successors and permitted assigns, and may be assigned by the Holder.

4.4 *Governing Law.* This Note will be governed by, and construed and enforced in accordance, with the laws of the State of California, without regard to the conflict of laws principles thereof. Any action brought by either party against the other concerning the transactions contemplated by this Note may be brought only in the state courts of California or in the federal courts located in San Diego County in the State of California. Both parties agree to submit to the jurisdiction of such courts.

4.5 *Maximum Payments.* Nothing contained herein may be deemed to establish or require the payment of a rate of interest or other charges in excess of the maximum permitted by applicable law. In the event that the rate of interest required to be paid or other charges hereunder exceed the maximum permitted by such law, any payments in excess of such maximum will be credited against amounts owed by the Borrower to the Holder and thus refunded to the Borrower.

4.6 *Arbitration.* Any action to enforce or interpret this Note, or to resolve disputes with respect to this Note between the Holder and the Borrower, will be settled by arbitration in accordance with the rules of the American Arbitration Association ("AAA"). The AAA, through its San Diego, California office, will administer the arbitration. Either party may commence arbitration by sending a written demand for arbitration, setting forth the nature of the matter to be resolved by arbitration, to the other party. The arbitrator will apply the substantive law of the State of California to the resolution of the dispute. The prevailing party will be entitled to reimbursement from the other party of arbitration costs, attorney fees, costs and expenses incurred in connection with the arbitration. All decisions of the arbitrator will be final, binding and conclusive on the parties thereto.

4.7 *Attorney Fees.* In the event any attorney is employed by either party to this Note with regard to any legal or equitable action, arbitration or other proceeding brought by such party for the enforcement of this Note or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Note, the prevailing party in such proceeding will be entitled to recover from the other party reasonable attorneys' fees and other costs and expenses incurred, in addition to any other relief to which the prevailing party may be entitled.

IN WITNESS WHEREOF, the Borrower has caused this Note to be signed in its name by its Chief Executive Officer on this day of , 2004.

SYS

By: _____

Clifton L. Cooke, Jr.
President and Chief Executive Officer

NOTICE OF CONVERSION

(To be executed by the Holder in order to convert the Note)

The undersigned hereby elects to convert the Note issued by SYS on , 200 into Shares of Common Stock of SYS according to the conditions set forth in such Note, as of the date written below.

Date of Conversion: _____

Conversion Price: _____

Shares To Be Delivered: _____

Signature: _____

Print Name: _____

Address: _____

_____

POLEXIS, INC.
OFFICERS' CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

We, Kimberly Holly and Michael Glasgow, certify that:

1. We are the President and Secretary, respectively of Polexis, Inc., a corporation duly organized under the laws of the state of California.

2. The principal terms of the agreement of merger in the form attached were duly approved by the Board of Directors and shareholders of the corporation.

3. The total number of outstanding shares of each class of the corporation entitled to vote on the merger is as follows:

Class	Total Number of Shares Entitled to Vote
Common Stock	7,254,150
Series A Preferred Stock	869,563
Series B Preferred Stock	3,329,177
Preferred Stock	4,198,740

4. The principal terms of the agreement of merger in the form attached were approved by the shareholders of this corporation by a vote of the number of shares of each class which equaled or exceeded the vote required by each class to approve the agreement of merger.

5. Each class entitled to vote and the minimum percentage vote of each class is as follows:

Class	Minimum Percentage Vote
Common Stock	Two-Thirds
Series A Preferred Stock	Two-Thirds
Series B Preferred Stock	Two-Thirds
Preferred Stock	Two-Thirds

Effective as of the date set forth below, in the City of San Diego in the State of California, each of the undersigned does hereby declare under the penalty of perjury under the laws of the State of California that she or he signed the foregoing Officers' Certificate of Approval of Agreement of Merger in the official capacity set forth after her or his signature, and that the statements set forth in said certificate are true of her or his own knowledge.

Executed as of March 31, 2004

/s/ Kimberly Holly

Kimberly Holly, President

/s/ Michael Glasgow

Michael Glasgow, Secretary

SHADOW RESEARCH INTERNATIONAL, INC.
OFFICERS' CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

We, Clifton L. Cooke and Michael W. Fink certify that:

1. We are the President and Secretary, respectively of Shadow Research International, Inc., a corporation duly organized under the laws of the state of Delaware.

2. The principal terms of the merger agreement in the form attached was duly approved by the Board of Directors and shareholders of the corporation.

3. There is only one class of shares and the total number of outstanding shares is 5,000.

4. The shareholder percentage vote required for the aforesaid approval was 51%.

5. The principal terms of the merger agreement in the form attached were approved by the corporation by a vote of the number of shares which equaled or exceeded the vote required.

6. No vote of the shareholders of SYS, a California corporation (the parent of this corporation) was required.

Effective as of the date set forth below, in the City of San Diego in the State of California, each of the undersigned does hereby declare under the penalty of perjury under the laws of the State of California that he signed the foregoing Officers' Certificate of Approval of Agreement of Merger in the official capacity set forth after his signature, and that the statements set forth in said certificate are true of his own knowledge.

Executed as of March 31, 2004

/s/ Clifton L. Cooke

Clifton L. Cooke, President

/s/ Michael W. Fink

Michael W. Fink, Secretary

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Exhibit 3.53

BYLAWS
OF
Polexis, Inc.

A California Corporation

ARTICLE I
OFFICES

Section 1.1. PRINCIPAL EXECUTIVE OR BUSINESS OFFICES.

The board of directors shall fix the location of the principal executive office of the corporation at any place within or outside the State of California. If the principal executive office is located outside California and the corporation has one or more business offices in California, the board shall fix and designate a principal business office in California.

Section 1.2. OTHER OFFICES.

Branch or subordinate offices may be established at any time and at any place by the board of directors.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 2.1. PLACE OF MEETINGS.

Meetings of shareholders shall be held at any place within or outside the State of California designated by the board of directors. In the absence of a designation by the board, shareholders' meetings shall be held at the corporation's principal executive office.

Section 2.2. ANNUAL MEETING.

The annual meeting of shareholders shall be held each year on a date and at a time designated by the board of directors.

The date so designated shall be within five months after the end of the corporation's fiscal year, and within fifteen months after the last annual meeting.

At each annual meeting, directors shall be elected and other proper business within the power of the shareholders may be transacted.

Section 2.3. SPECIAL MEETING.

A special meeting of the shareholders may be called at any time by the board of directors, by the chair of the board, by the president or senior vice president, or by one or more shareholders holding shares that in the aggregate are entitled to cast ten percent or more of the votes at that meeting.

If a special meeting is called by anyone other than the board of directors, the person or persons calling the meeting shall make a request in writing, delivered personally or sent by registered mail or by telegraphic or other facsimile transmission, to the chair of the board or the president, vice president, or secretary, specifying the time and date of the meeting (which is not less than 35 nor more than 60 days after receipt of the request) and the general nature of the business proposed to be transacted. Within 20 days after receipt, the officer receiving the request shall cause notice to be given to the shareholders entitled to vote, in accordance with the bylaw provisions regarding notice, e.g., Sections 4 and 5 of this

Article II, stating that a meeting will be held at the time requested by the person(s) calling the meeting, and stating the general nature of the business proposed to be transacted. If notice is not given within 20 days after receipt of the request, the person or persons requesting the meeting may give the notice. Nothing contained in this paragraph shall be construed as limiting, fixing, or affecting the time when a meeting of shareholders called by action of the board may be held.

Section 2.4. NOTICE OF SHAREHOLDERS' MEETINGS.

All notices of meetings of shareholders shall be sent or otherwise given in accordance with the bylaw provisions on manner of giving notice Section 5 of this Article II not fewer than 10 nor more than 60 days before the date of the meeting. Shareholders entitled to notice shall be determined in accordance with the bylaw provision on record date, Section 11 of this Article II. The notice shall specify the place, date, and hour of the meeting, and (i) in the case of a special meeting, the general nature of the business to be transacted, or (ii) in the case of the annual meeting, those matters that the board of directors, at the time of giving the notice, intends to present for action by the shareholders. If directors are to be elected, the notice shall include the names of all nominees whom the board intends, at the time of the notice, to present for election.

The notice shall also state the general nature of any proposed action to be taken at the meeting to approve any of the following matters:

(i) A transaction in which a director has a financial interest, within the meaning of § 310 of the California Corporations Code;

(ii) An amendment of the articles of incorporation under § 902 of that Code:

(iii) A reorganization under § 1201 of that Code;

(iv) A voluntary dissolution under § 1900 of that Code; or

(v) A distribution in dissolution that requires approval of the outstanding shares under § 2007 of that Code.

Section 2.5. MANNER OF GIVING NOTICE; AFFIDAVIT OF NOTICE.

Notice of any shareholders' meeting shall be given either personally or by first-class mail or telegraphic or other written communication, charges prepaid, addressed to the shareholder at the address appearing on the corporation's books or given by the shareholder to the corporation for purposes of notice. If no address appears on the corporation's books or has been given as specified above, notice shall be either (1) sent by first-class mail addressed to the shareholder at the corporation's principal executive office, or (2) published at least once in a newspaper of general circulation in the county where the corporation's principal executive office is located. Notice is deemed to have been given at the time when delivered personally or deposited in the mall or sent by other means of written communication.

If any notice or report mailed to a shareholder at the address appearing on the corporation's books is returned marked to indicate that the United States Postal Service is unable to deliver the document to the shareholder at that address, all future notices or reports shall be deemed to have been duly given without further mailing if the corporation holds the document available for the shareholder on written demand at the corporation's principal executive office for a period of one year from the date the notice or report was given to all other shareholders.

An affidavit of the mailing, or other authorized means of giving notice or delivering a document, of any notice of shareholders' meeting, report, or other document sent to shareholders, may be executed by the corporation's secretary, assistant secretary, transfer agent, and, if executed, shall be filed and maintained in the minute book of the corporation.

Section 2.6. QUORUM.

The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting of the shareholders shall constitute a quorum for the transaction of business. The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

Section 2.7. ADJOURNED MEETING; NOTICE.

Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the shares represented at that meeting, either in person or by proxy, but in the absence of a quorum, no other business may be transacted at that meeting, except as provided in bylaw provision regarding quorum, Section 6 of this Article II.

When any meeting of shareholders, either annual or special, is adjourned to another time or place, notice of the adjourned meeting need not be given if the time and place are announced at the meeting at which the adjournment is taken, unless a new record date for the adjourned meeting is fixed, or unless the adjournment is for more than 45 days from the date set for the original meeting, in which case the board of directors shall set a new record date. Notice of any such adjourned meeting, if required, shall be given to each shareholder of record entitled to vote at the adjourned meeting, in accordance with bylaw provisions regarding notice, e.g., Sections 4 and 5 of this Article II. At any adjourned meeting, the corporation may transact any business that might have been transacted at the original meeting.

Section 2.8. VOTING.

The shareholders entitled to vote at any meeting of shareholders shall be determined in accordance with bylaw provisions on record date, Section 11 of this Article II, subject to the provisions of sections 702 through 704 of the California Corporations Code relating to voting shares held by a fiduciary, in the name of a corporation, or in joint ownership. The shareholders' vote may be by voice vote or by ballot, provided, however, that any election for directors must be by ballot if demanded by any shareholder before the voting has begun. On any matter other than the election of directors, any shareholder may vote part of the shares the shareholder is to vote in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal, but, if the shareholder fails to specify the number of Shares that the shareholder is voting affirmatively, it will be conclusively presumed that the shareholders approving, vote it with respect to all shares that the shareholder is entitled to vote. If a quorum is present (or if a quorum has been present earlier at the meeting but some shareholders have withdrawn), the affirmative vote of a majority of the shares represented and voting, provided such shares voting affirmatively also constitute a majority of the number of shares required for a quorum, shall be the act of the shareholders unless the vote of a greater number or voting by classes is required by law or by the articles of incorporation.

At a shareholders' meeting at which directors are to be elected, no shareholder shall be entitled to cumulate votes (i.e., cast for any candidate a number of votes greater than the number of votes which that shareholder normally would be entitled to cast), unless the candidates' names have been placed in nomination before commencement of the voting and a shareholder has given notice at the meeting, before the voting has begun, of the shareholder's intention to cumulate votes. If any shareholder has given such a notice, then all shareholders entitled to vote may cumulate their votes for candidates in nomination, and may give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which that shareholder's shares are normally entitled, or distribute the shareholder's votes on the same principle among any or all of the candidates, as the

shareholder thinks fit. The candidates receiving the highest number of votes, up to the number of directors to be elected, shall be elected.

Section 2.9. WAIVER OF NOTICE OR CONSENT BY ABSENT SHAREHOLDERS.

The transactions of any meeting of shareholders, either annual or special, however called and noticed and wherever held, shall be as valid as though they were had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if each person entitled to vote who was not present in person or by proxy, either before or after the meeting, signs a written waiver of notice or a consent to holding the meeting or an approval of the minutes of the meeting. The waiver of notice or consent need not specify either the business to be transacted or the purpose of any annual or special meeting of the shareholders, except that if action is taken, or proposed to be taken for approval of any of those matters specified in section 601(f) of the California Corporations Code, i.e.,

(i) A transaction in which a director has a financial interest, within the meaning of § 310 of the California Corporations Code;

(ii) An amendment of the articles of incorporation under § 902 of that Code:

(iii) A reorganization under § 1201 of that Code;

(iv) A voluntary dissolution under § 1900 of that Code; or

(v) A distribution in dissolution that requires approval of the outstanding shares under § 2007 of that Code.

The waiver of notice or consent is required to state the general nature of the action or proposed action. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

A shareholder's attendance at a meeting also constitutes a waiver of notice of that meeting, unless the shareholder at the beginning of the meeting objects to the transaction of any business on the ground that the meeting was not lawfully called or convened. In addition, attendance at a meeting does not constitute a waiver of any right to object to consideration of matters required by law to be included in the notice of the meeting which were not so included, if that objection is expressly made at the meeting.

Section 2.10. SHAREHOLDER ACTION BY WRITTEN CONSENT WITHOUT A MEETING.

Any action that could be taken at an annual or special meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all shares entitled to vote on that action were present and voted.

Directors may be elected by written consent of the shareholders without a meeting only if the written consents of all outstanding shares entitled to vote are obtained, except that vacancies on the board (other than vacancies created by removal) not filled by the board may be filled by the written consent of the holders of a majority of the outstanding shares entitled to vote.

All consents shall be filed with the secretary of the corporation and shall be maintained in the corporate records. Any shareholder or other authorized person who has given a written consent may revoke it by a writing received by the secretary of the corporation before written consents of the number of shares required to authorize the proposed action have been filed with the secretary.

Unless the consents of all shareholders entitled to vote have been solicited in writing, prompt notice shall be given of any corporate action approved by shareholders without a meeting by less than unanimous consent, to those shareholders entitled to vote who have not consented in writing. As to approvals required by California Corporations Code section 310 (transactions in which a director has a financial interest), section 317 (indemnification of corporate agents), section 1201 (corporate reorganization), or section 2007 (certain distributions on dissolution), notice of the approval shall be given at least ten days before the consummation of any action authorized by the approval. Notice shall be given in the manner specified in Section 5 of this Article II.

Section 2.11. RECORD DATE FOR SHAREHOLDER NOTICE OF MEETING, VOTING, AND GIVING CONSENT.

(a) For purposes of determining the shareholders entitled to receive notice of and vote at a shareholders' meeting or give written consent to corporate action without a meeting, the board may fix in advance a record date that is not more than 60 nor less than 10 days before the date of a shareholders' meeting, or not more than 60 days before any other action.

(b) If no record date is fixed:

(i) The record date for determining shareholders entitled to receive notice of and vote at a shareholders' meeting shall be the business day next preceding the day on which notice is given, or if notice is waived as provided in Section 9 of this Article II the business day next preceding the day on which the meeting is held.

(ii) The record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, if no prior action has been taken by the board, shall be the day on which the first written consent is given.

(iii) The record date for determining shareholders for any otherPurpose shall be as set forth in Section 1 of Article VIII of these bylaws.

(c) A determination of shareholders of record entitled to receive notice of and vote at a shareholders' meeting shall apply to any adjournment of the meeting unless the board fixes a new record date for the adjourned meeting. However, the board shall fix a new record date if the adjournment is to a date more than 45 days after the date set for the original meeting.

(d) Only shareholders of record on the corporation's books at the close of business on the record date shall be entitled to any of the notice and voting rights listed in subsection (a) of this section, notwithstanding any transfer of shares on the corporation's books after the record date, except as otherwise required by law.

Section 2.12. PROXIES.

Every person entitled to vote for directors or on any other matter shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the person and filed with the secretary of the corporation. A proxy shall be deemed signed if the shareholder's name is placed on the proxy (whether by manual signature, typewriting, telegraphic transmission or otherwise) by the shareholder or the shareholder's attorney in fact. A validly executed proxy that does not state that it is irrevocable shall continue in full force and effect unless (i) revoked by the person executing it, before the vote pursuant to that proxy, by a writing delivered to the corporation stating that the proxy is revoked, or by attendance at the meeting and voting in person by the person executing the proxy or by a subsequent proxy executed by the same person and presented at the meeting; or (ii) written notice of the death or incapacity of the maker of that proxy is received by the corporation before the vote pursuant to that proxy is counted; provided, however, that no proxy shall be valid after the expiration

of 11 months from the date of the proxy, unless otherwise provided in the proxy. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of sections 705(e) and 705(f) of the Corporations Code of California.

Section 2.13. INSPECTORS OF ELECTION.

Before any meeting of shareholders, the board of directors may appoint any persons other than nominees for office to act as inspectors of election at the meeting or its adjournment. If no inspectors of election are so appointed, the chair of the meeting may, and on the request of any shareholder or a shareholder's proxy shall, appoint inspectors of election at the meeting. The number of inspectors shall be either one or three. If inspectors are appointed at a meeting on the request of one or more shareholders or proxies, the holders of a majority of shares or their proxies present at the meeting shall determine whether one or three inspectors are to be appointed. If any person appointed as inspector fails to appear or fails or refuses to act, the chair of the meeting may, and upon the request of any shareholder or a shareholder's proxy shall, appoint a person to fill that vacancy.

These inspectors shall:

(a) determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the authenticity, validity, and effect of proxies;

(b) receive votes, ballots, or consents;

(c) hear and determine all challenges and questions in anyway arising in connection with the right to vote;

(d) count and tabulate all votes or consents;

(e) determine when the polls shall close;

(f) determine the result; and

(g) do any other acts that may be proper to conduct the election or vote with fairness to all shareholders.

ARTICLE III
DIRECTORS

Section 3.1. POWERS.

Subject to the provisions of the California General Corporation Law and any limitations in the articles of incorporation and these bylaws relating to action required to be approved by the shareholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the board of directors.

Without prejudice to these general powers, and subject to the same limitations, the board of directors shall have the power to:

(a) Select and remove all officers, agents, and employees of the corporation; prescribe any powers and duties for them that are consistent with law, with the articles of incorporation, and with these bylaws; fix their compensation; and require from them security for faithful service.

(b) Change the principal executive office or the principal business office in the State of California from one location co another; cause the corporation to be qualified to do business in any other state, territory, dependency, or country and conduct business within or outside the State of California; and designate any place within or outside the State of California for holding any shareholders' meeting or meetings, including annual meetings.

(c) Adopt, make, and use a corporate seal; prescribe the forms of certificates of stock; and alter the form of the seal and certificates.

(d) Authorize the issuance of shares of stock of the corporation on any lawful terms, in consideration of money paid, labor done, services actually rendered, debts or securities canceled, or tangible or intangible property actually received.

(e) Borrow money and incur indebtedness on behalf of the corporation, and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecation, and other evidences of debt and securities.

Section 3.2. NUMBER AND QUALIFICATION OF DIRECTORS.

The authorized number of directors shall be five (5).

Section 3.3. ELECTION AND TERM OF OFFICE OF DIRECTORS.

Directors shall be elected at each annual meeting of the shareholders to hold office until the next annual meeting. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified.

No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

Section 3.4. VACANCIES.

A vacancy in the board of directors shall be deemed to exist: (a) if a director dies, resigns, or is removed by the shareholders or an appropriate court, as provided in sections 303 or 304 of the California Corporations Code; (b) if the board of directors declares vacant the office of a director who has been convicted of a felony or declared of unsound mind by an order of court; (c) if the authorized number of directors is increased; or (d) if at any shareholders' meeting at which one or more directors are elected the shareholders fail to elect the full authorized number of directors to be voted for at that meeting.

Any director may resign effective on giving written notice to the chair of the board, the president, the secretary, or the board of directors, unless the notice specifies a later effective date. If the resignation is effective at a future time, the board may elect a successor to take office when the resignation becomes effective.

Except for a vacancy caused by the removal of a director, vacancies on the board may be filled by approval of the board or, if the number of directors then in office is less than a quorum, by (1) the unanimous written consent of the directors then in office, (2) the affirmative vote of a majority of the directors then in office at a meeting held pursuant to notice or waivers of notice complying with section 307 of the Corporations Code, or (3) a sole remaining director. A vacancy on the board created by the removal of a director may be filled only by the shareholders, except that a vacancy created when the board declares the office of a director vacant as provided in clause (b) of the first paragraph of this section of the bylaws may be filled by the board of directors.

The shareholders may elect a director at any time to fill a vacancy not filled by the board of directors.

The term of office of a director elected to fill a vacancy shall run until the next annual meeting of the shareholders, and such a director shall hold office until a successor is elected and qualified.

Section 3.5. PLACE OF MEETINGS; TELEPHONE MEETINGS.

Regular meetings of the board of directors may be held at any place within or outside the State of California as designated from time to time by the board. In the absence of a designation, regular meetings shall be held at the principal executive office of the corporation. Special meetings of the board shall be held at any place within or outside the State of California designated in the notice of the meeting, or if the notice does not state a place, or if there is no notice, at the principal executive office of the corporation. Any meeting, regular or special, may be held by conference telephone or similar communication device, provided that all directors participating can hear one another.

Section 3.6. ANNUAL DIRECTORS' MEETING.

Immediately after each annual shareholders' meeting, the board of directors shall hold a regular meeting at the same place, or at any other place that has been designated by the board of directors, to consider matters of organization, election of officers, and other business as desired. Notice of this meeting shall not be required unless some place other than the place of the annual shareholders' meeting has been designated.

Section 3.7. OTHER REGULAR MEETINGS.

Other regular meetings of the board of directors shall be held without call at times to be fixed by the board of directors from time to time. Such regular meetings may be held without notice.

Section 3.8. SPECIAL MEETINGS.

Special meetings of the board of directors may be called for any purpose or purposes at any time by the chair of the board, the president, any vice president, the secretary, or any two directors.

Special meetings shall be held on four days' notice by mail or forty-eight hours' notice delivered personally or by telephone or telegraph. Oral notice given personally or by telephone may be transmitted either to the director or to a person at the director's office who can reasonably be expected to communicate it promptly to the director. Written notice, if used, shall be addressed to each director at the address shown on the corporation's records. The notice need not specify the purpose of the meeting, nor need it specify the place if the meeting is to be held at the principal executive office of the corporation.

Section 3.9. QUORUM.

A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 11 of this Article III. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded *as* the act of the board of directors, subject to the provisions of California Corporations Code section 310 (as to approval of contracts or transactions in which a director has a direct or indirect material financial interest); section 311 (as to appointment of committees), and section 317(e) (as to indemnification of directors). A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

Section 3.10. WAIVER OF NOTICE.

Notice of a meeting, although otherwise required, need not be given to any director who (i) either before or after the meeting signs a waiver of notice or a consent to holding the meeting without being given notice; (ii) signs an approval of the minutes of the meeting; or (iii) attends the meeting without protesting the lack of notice before or at the beginning of the meeting. Waivers of notice or consents

need not specify the purpose of the meeting. All waivers, consents, and approvals of the minutes shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 3.11. ADJOURNMENT TO ANOTHER TIME OR PLACE.

Whether or not a quorum is present, a majority of the directors present may adjourn any meeting to another time or place.

Section 3.12. NOTICE OF ADJOURNED MEETING.

Notice of the time and place of resuming a meeting that has been adjourned need not be given unless the adjournment is for more than 24 hours, in which case notice shall be given, before the time set for resuming the adjourned meeting, to the directors who were not present at the time of the adjournment. Notice need not be given in any case to directors who were present at the time of adjournment.

Section 3.13. ACTION WITHOUT A MEETING.

Any action required or permitted to be taken by the board of directors may be taken without a meeting, if all members of the board of directors individually or collectively consent in writing to that action. Any action by written consent shall have the same force and effect as a unanimous vote of the board of directors. All written consents shall be filed with the minutes of the proceedings of the board of directors.

Section 3.14. FEES AND COMPENSATION OF DIRECTORS.

Directors and members of committees of the board may be compensated for their services, and shall be reimbursed for expenses, as fixed or determined by resolution of the board of directors. This section shall not be construed to preclude any director from serving the corporation in any other capacity, as an officer, agent, employee, or otherwise, and receiving compensation for those services.

ARTICLE IV
COMMITTEES

Section 4.1. COMMITTEES OF THE BOARD.

The board of directors may, by resolution adopted by a majority of the authorized number of directors, designate one or more committees, each consisting of two or more directors. The board may designate one or more directors as alternate members of any committee, to replace any absent member at a committee meeting. The appointment of committee members or alternate members requires the vote of a majority of the authorized number of directors. A committee may be granted any or all of the powers and authority of the board, to the extent provided in the resolution of the board of directors establishing the committee, excepׁt with respect to:

(a) Approving any action for which the California Corporations Code also requires the approval of the shareholders or of the outstanding shares;

(b) Filling vacancies on the board of directors or any committee of the board;

(c) Fixing directors' compensation for serving on the board or a committee of the board;

(d) Adopting, amending, or repealing bylaws;

(e) Amending or repealing any resolution of the board of directors that by its express terms is not so amendable or repealable;

(f) Making distributions to shareholders, except at a rate or in a periodic amount or within a price range determined by the board of directors; or

(g) Appointing other committees of the board or their members.

Section 4.2. MEETINGS AND ACTION OF COMMITTEES.

Meetings and action of committees shall be governed by, and held and taken in accordance with, bylaw provisions applicable to meetings and actions of the board of directors, as provided in Section 5 and Sections 7 through 13 of Article III of these bylaws, as to the following matters: place of meetings, Section 5; regular meetings, Section 7; special meetings and notice, Section 8; quorum, Section 9; waiver of notice, Section 10; adjournment, Section 11; notice of adjournment, Section 12; and action without meeting, Section 13, with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the board of directors and its members, except that (a) the time of regular meetings of committees may be determined either by resolution of the board of directors or by resolution of the committee; (b) special meetings of committees may also be called by resolution of the board of directors; and (c) notice of special meetings of committees shall also be given to all meetings of the committee. The board of directors may adopt rules for the governance of any committee not inconsistent with these bylaws.

ARTICLE V
OFFICERS

Section 5.1. OFFICERS.

The officers of the corporation shall be a president, a secretary, and a chief financial officer. The corporation may also have, at the discretion of the board of directors, a chair of the board, one or more senior vice presidents, one or more assistant secretaries, one or more assistant chief financial officers, and such other officers as may be appointed in accordance with Section 3 of this Article V. Any number of offices may be held by the same person.

Section 5.2. APPOINTMENT OF OFFICERS.

The officers of the corporation, except for subordinate officers appointed in accordance with Section 3 of this Article V, shall be appointed annually by the board of directors, and shall serve at the pleasure of the board of directors.

Section 5.3. SUBORDINATE OFFICERS.

The board of directors may appoint, and may empower the president, the secretary and/or the chief financial officer to appoint other officers as required by the business of the corporation, whose duties shall be as provided in the bylaws, or as determined from time to time by the board of directors or the president.

Section 5.4. REMOVAL AND RESIGNATION OF OFFICERS.

Any officer chosen by the board of directors may be removed at any time, with or without cause or notice, by the board of directors. Subordinate officers appointed by persons other than the board under Section 3 of this Article V may be removed at any time, with or without cause or notice, by the board of directors or by the officer by whom appointed. Officers may be employed for a specified term under a contract of employment if authorized by the board of directors; such officers may be removed from office at any time under this section, and shall have no claim against the corporation or individual officers or board members because of the removal except any right to monetary compensation to which the officer may be entitled under the contract of employment. Any officer may resign at any time by

giving written notice to the corporation. Resignations shall take effect on the date of receipt of the notice, unless a later time is specified in the notice. Unless otherwise specified in the notice, acceptance of the resignation is not necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the corporation to monetary damages under any contract of employment to which the officer is a party.

Section 5.5. VACANCIES IN OFFICES.

A vacancy in any office resulting from an officer's death, resignation, removal, disqualification, or from any other cause shall be filled in the manner prescribed in these bylaws for regular election or appointment to that office.

Section 5.6. CHAIR OF THE BOARD.

The board of directors may elect a chair, who shall preside, if present, at board meetings and shall exercise and perform such other powers and duties as may be assigned from time to time by the board of directors. If there is no president, the chair of the board shall in addition be the chief executive officer of the corporation, and shall have the powers and duties as set forth in Section 7 of this Article V.

Section 5.7. PRESIDENT.

Except to the extent that the bylaws or the board of directors assign specific powers and duties to the chair of the board (if any), the president shall be the corporation's general manager and chief executive officer and, subject to the control of the board of directors, shall have general supervision, direction, and control over the corporation's business and its officers. The managerial powers and duties of the president shall include, but are not limited to, all the general powers and duties of management usually vested in the office of President of a corporation, and the president shall have other powers and duties as prescribed by the board of directors or the bylaws. The president shall preside at all meetings of the shareholders and, in the absence of the chair of the board or if there is no chair of the board, shall also preside at meetings of the board of directors.

Section 5.8. SENIOR VICE PRESIDENTS.

If desired, one or more senior vice presidents may be chosen by the board of directors in accordance with the provisions for appointing officers set forth in Section 2 of this Article V. In the absence or disability of the president, the president's duties and responsibilities shall be carried out by the highest ranking available senior vice president if senior vice presidents are ranked or, if not, by a senior vice president designated by the board of directors. When so acting, a senior vice president shall have all the powers of and be subject to all the restrictions on the president. Senior vice presidents of the corporation shall have such other powers and perform such other duties as prescribed from time to time by the board of directors, the bylaws, or the president (or chair of the board if there is no president).

Section 5.9. SECRETARY

(a) Minutes.

The secretary shall keep, or cause to be kept, minutes of all of the shareholders' meetings and of all other board meetings. If the secretary is unable to be present, the secretary or the presiding officer of the meeting shall designate another person to take the minutes of the meeting.

The secretary shall keep, or cause to be kept, at the principal executive office or such other place as designated by the board of directors, a book of minutes of all meetings and actions of the

shareholders, of the board of directors, and of committees of the board. The minutes of each meeting shall state the time and place the meeting was held; whether it was regular or special; if special, how it was called or authorized; the names of directors present at board or committee meetings; the number of shares present or represented at shareholders' meetings; an accurate account of the proceedings; and when it was adjourned.

(b) Record of Shareholders.

The secretary shall keep, or cause to be kept, at the principal executive office or at the office of the transfer agent or registrar, a record or duplicate record of shareholders. This record shall show the names of all shareholders and their addresses, the number and classes of shares held by each, the number and date of share certificates issued to each shareholder, and the number and date-of cancellation of any certificates surrendered for cancellation

(c) Notice of Meetings.

The secretary shall give notice, or cause notice to be given, of all shareholders' meetings, board meetings, and meetings of committees of the board for which notice is required by statute or by the bylaws. If the secretary or other person authorized by the secretary to give notice fails to act, notice of any meeting may be given by any other officer of the corporation.

(d) Other Duties.

The secretary shall keep the seal of the corporation, if any, in safe custody. The secretary shall have such other powers and perform other duties as prescribed by the board of directors or by the bylaws.

Section 5.10. CHIEF FINANCIAL OFFICER.

The chief financial officer shall keep, or cause to be kept, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and shares. The books of account shall at all reasonable times be open to inspection by any director.

The chief financial officer shall (1) deposit corporate funds and ocher valuables in the corporation's name and to its credit with depositaries designated by the board of directors; (2) make disbursements of corporate funds as authorized by the board; (3) render a statement of the corporation's financial condition and an account of all transactions conducted as chief financial officer whenever requested by the president or the board of directors; and (4) have other powers and perform other duties as prescribed by the board of directors or the bylaws.

Unless the board of directors has elected a separate chief financial officer, the chief financial officer shall be deemed to be the chief financial officer for purposes of giving any reports or executing any certificates or other documents.

ARTICLE VI
INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

Section 6.1. AGENTS, PROCEEDINGS, AND EXPENSES.

For the purposes of this Article, "agent" means any person who is or was a director, officer, employee, or other agent of this corporation, or who is or was serving at the request of this corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or who was a director, officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of this corporation or of another enterprise at

the request of such predecessor corporation; "proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and "expenses" includes, without limitation, attorney fees and any expenses of establishing a right to indemnification under Section 4 or Section 5(d) of this Article VI.

Section 6.2. ACTIONS OTHER THAN BY THE CORPORATION.

This corporation shall have the power to indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding (other than an action by or in the right of this corporation to procure a judgment in its favor) by reason of the fact that such person is or was an agent of this corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if that person acted in good faith and in a manner that the person reasonably believed to be in the best interests of this corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of that person was unlawful. 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 that the person reasonably believed to be in the best interests of this corporation or that the person had reasonable cause to believe that the person's conduct was not unlawful.

Section 6.3. ACTIONS BY OR IN THE RIGHT OF THE CORPORATION.

This corporation shall have the power to indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action by or in the right of this corporation to procure a judgment in its favor by reason of the fact that such person is or was an agent of this corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of that action, if such person acted in good faith, in a manner such person believed to be in the best interests of this corporation and its shareholders. No indemnification shall be made under this Section 3 for the following:

(a) With respect to any claim, issue, or matter as to which such person has been adjudged to be liable to this corporation in the performance of such person's duty to the corporation and its shareholders, unless and only to the extent that the court in which such proceeding is or was pending shall determine on application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for expenses and then only to the extent that the court shall determine;

(b) Amounts paid in settling or otherwise disposing of a pending action without court approval; or

(c) Expenses incurred in defending a pending action that is settled or otherwise disposed of without court approval.

Section 6.4. SUCCESSFUL DEFENSE BY AGENT.

To the extent that an agent of this corporation has been successful on the merits in defense of any proceeding referred to in Section 2 or 3 of this Article VI, or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 6.5. REQUIRED APPROVAL.

Except as provided in Section 4 of this Article VI, any indemnification under this Section shall be made by the corporation only if authorized in the specific case, after a determination that

indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 2 or 3 by one of the following:

(a) A majority vote of a quorum consisting of directors who are not parties to such proceeding;

(b) Independent legal counsel in a written opinion if a quorum of directors who are not parties to such a proceeding is not available;

(c) (i) The affirmative vote of a majority of shares of this corporation entitled co vote represented at a duly held meeting at which a quorum is present; or (ii) the written consent of holders of a majority of the outstanding shares entitled to vote (for purposes of this subsection 5(c), the shares owned by the person to be indemnified shall not be considered outstanding or entitled to vote thereon); or

(d) The court in which the proceeding is or was pending, on application made by this corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by this corporation.

Section 6.6. ADVANCE OF EXPENSES.

Expenses incurred in defending any proceeding may be advanced by the corporation before the final disposition of such proceeding on receipt of an undertaking by or on behalf of the agent to repay such amounts if it shall be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article VI.

Section 6.7. OTHER CONTRACTUAL RIGHTS.

The indemnification provided by this Article VI shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office, to the extent such additional rights to indemnification are authorized in the articles of the corporation. Nothing in this section shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

Section 6.8. LIMITATIONS.

No indemnification or advance shall be made under this Article VI, except as provided in Section 4 or Section 5(d), in any circumstance if it appears:

(a) That it would be inconsistent with a provision of the articles, bylaws, a resolution of the shareholders, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving settlement.

Section 6.9. INSURANCE.

This corporation may purchase and maintain insurance on behalf of any agent of the corporation insuring against any liability asserted against or incurred by the agent in that capacity or arising out of the agent's status as such, whether or not this corporation would have the power to indemnify the agent against that liability under the provisions of this Article VI. Notwithstanding the foregoing, if this corporation owns all or a portion of the shares of the company issuing the policy of insurance, the

insuring company and/or the policy shall meet the conditions set forth in section 317(i) of the Corporations Code.

Section 6.10. FIDUCIARIES OF CORPORATE EMPLOYEE BENEFIT PLAN.

This Article VI does not apply to any proceeding against any trustee, investment manager, or other fiduciary of an employee benefit plan in that person's capacity as such, even though that person may also be an agent of the corporation. The corporation shall have the power to indemnify, and to purchase and maintain insurance on behalf of any such trustee, investment manager, or other fiduciary of any benefit plan for any or all of the directors, officers, and employees of the corporation or any of its subsidiary or affiliated corporations.

Section 6.11. SURVIVAL OF RIGHTS.

The rights provided by this Article VI shall continue for a person who has ceased to be an agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section 6.12. EFFECT OF AMENDMENT.

Any amendment, repeal, or modification of this Article VI shall not adversely affect an agent's right or protection existing at the time of such amendment, repeal, or modification.

Section 6.13. SETTLEMENT OF CLAIMS.

The corporation shall not be liable to indemnify any agent under this Article VI for (a) any amounts paid in settlement of any action or claim effected without the corporation's written consent, which consent shall not be unreasonably withheld; or (b) any judicial award, if the corporation was not given a reasonable and timely opportunity to participate, at its expense, in the defense of such action.

Section 6.14. SUBROGATION.

In the event of payment under this Article VI, the corporation shall be subrogated to the extent of such payment to all of the rights of recovery of the agent, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents as may be necessary to enable the corporation effectively to bring suit to enforce such rights.

Section 6.15. NO DUPLICATION OF PAYMENTS.

The corporation shall not be liable under this Article VI to make any payment in connection with any claim made against the agent to the extent the agent has otherwise actually received payment, whether under a policy of insurance, agreement, vote, or otherwise, of the amounts otherwise indemnifiable under this Article.

ARTICLE VII
RECORDS AND REPORTS

Section 7.1. MAINTENANCE OF SHAREHOLDER RECORD AND INSPECTION BY SHAREHOLDERS.

The corporation shall keep at its principal executive office or at the office of its transfer agent or registrar, as determined by resolution of the board of directors, a record of the names and addresses of all shareholders and the number and class of shares held by each shareholder.

A shareholder or shareholders holding at least 5 percent in the aggregate of the outstanding voting shares of the corporation have the right to do either or both of the following:

(a) Inspect and copy the record of shareholders' names and addresses and shareholdings during usual business hours, on five days' prior written demand on the corporation, or

(b) Obtain from the corporation's transfer agent, on written demand and tender of the transfer agent's usual charges for this service, a list of the names and addresses of shareholders who are entitled to vote for the election of directors, and their shareholdings, as of the most recent record date for which a list has been compiled or as of a specified date later than the date of demand. This list shall be made available within five days after (i) the date of demand or (ii) the specified later date as of which the list is to be compiled. The record of shareholders shall also be open to inspection on the written demand of any shareholder or holder of a voting trust certificate, at any time during usual business hours, for a purpose reasonably related to the holder's interests as a shareholder or holder of a voting trust certificate. Any inspection and copying under this section may be made in person or by an agent or attorney of the shareholder or holder of a voting trust certificate making the demand.

Section 7.2. MAINTENANCE AND INSPECTION OF BYLAWS.

The corporation shall keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal business office in this state, the original or a copy of the bylaws as amended to date, which shall be open to inspection by the shareholders at all reasonable times during office hours. If the principal executive office of the corporation is outside the State of California and the corporation has no principal business office in this state, the secretary shall, on the written request of any shareholder, furnish to that shareholder a copy of the bylaws as amended to date.

Section 7.3. MAINTENANCE AND INSPECTION OF MINUTES AND ACCOUNTING RECORDS.

The minutes of proceedings of the shareholders, board of directors, and committees of the board, and the accounting books and records, shall be kept at the principal executive office of the corporation, or at such other place or places as designated by the board of directors. The minutes shall be kept in written form, and the accounting books and records shall be kept either in written form or in a form capable of being converted into written form. The minutes and accounting books and records shall be open to inspection on the written demand of any shareholder or holder of a voting trust certificate at any reasonable time during usual business hours, for a purpose reasonably related to the holder's interests as a shareholder or holder of a voting trust certificate. The inspection may be made in person or by an agent or attorney, and shall include the right to copy and make extracts. These rights of inspection shall extend to the records of each subsidiary of the corporation.

Section 7.4. INSPECTION BY DIRECTORS.

Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the corporation and each of its subsidiary corporations. This inspection by a director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

Section 7.5. ANNUAL REPORT TO SHAREHOLDERS.

(a) The board of directors shall cause an annual report to be sent to the shareholders not later than 120 days after the close of the fiscal year adopted by the corporation. This report shall be sent at least 15 days (if third-class mail is used, 35 days) before the annual meeting of shareholders to be held during the next fiscal year and in the manner specified for giving notice to shareholders in Section 5 of

Article II of these bylaws. The annual report shall contain a balance sheet as of the end of the fiscal year and an income statement and a statement of changes in financial position for the fiscal year prepared in accordance with generally accepted accounting principles applied on a consistent basis and accompanied by any report of independent accountants, or, if there is no such report, the certificate of an authorized officer of the corporation that the statements were prepared without audit from the corporation's books and records.

(b) Inasmuch as, and for as long as, there are fewer than 100 shareholders, the requirement of an annual report to shareholders referred to in section 1501 of the California Corporations Code is expressly waived. However, nothing in this provision shall be interpreted as prohibiting the board of directors from issuing annual or other periodic reports to the shareholders, as the board considers appropriate.

Section 7.6. FINANCIAL STATEMENTS.

The corporation shall keep a copy of each annual financial statement, quarterly or other periodic income statement, and accompanying balance sheets prepared by the corporation on file in the corporation's principal executive office for 12 months; these documents shall be exhibited at all reasonable times, or copies provided, to any shareholder on demand.

If no annual report for the last fiscal year has been sent to shareholders, on written request of any shareholder made more than 120 days after the close of the fiscal year the corporation shall deliver or mail to the shareholder, within 30 days after receipt of the request, a balance sheet as of the end of that fiscal year and an income statement and statement of changes in financial position for that fiscal year.

A shareholder or shareholders holding 15 percent or more of the outstanding shares of any class of stock of the corporation may request in writing an income statement for the most recent three-month, six-month, or nine-month period (ending more than 30 days before the date of the request) of the current fiscal year, and a balance sheet of the corporation as of the end of that period. If such documents are not already prepared, the chief financial officer shall cause them to be prepared and shall deliver the documents personally or mail them to the requesting shareholders within 30 days after receipt of the request. A balance sheet, income statement, and statement of changes in financial position for the last fiscal year shall also be included, unless the corporation has sent the shareholders an annual report for the last fiscal year.

Quarterly income statements and balance sheets referred to in this section shall be accompanied by the report, if any, of independent accountants engaged by the corporation or the certificate of an authorized corporate officer stating that the financial statements were prepared without audit from the corporation's books and records.

Section 7.7. ANNUAL STATEMENT OF GENERAL INFORMATION.

(a) Every year, during the calendar month in which the original articles of incorporation were filed with the California Secretary of State, or during the preceding five calendar months, the corporation shall file a statement with the Secretary of State on the prescribed form, setting forth the authorized number of directors; the names and complete business or residence addresses of all incumbent directors; the names and complete business or residence addresses of the chief executive officer, the secretary, and the chief financial officer; the street address of the corporation's principal executive office or principal business office in this state; a statement of the general type of business constituting the principal business activity of the corporation; and a designation of the agent of the corporation for the purpose of service of process, all in compliance with section 1502 of the Corporations Code of California.

(b) Notwithstanding the provisions of paragraph (a) of this section, if there has been no change in the information in the corporation's last annual statement on file in the Secretary of State's office, the corporation may, in lieu of filing the annual statement described in paragraph (a) of this section, advise the Secretary of State, on the appropriate form; that no changes in the required information have occurred during the applicable period.

ARTICLE VIII
GENERAL CORPORATE MATTERS

Section 8.1. RECORD DATE FOR PURPOSES OTHER THAN NOTICE AND VOTING.

For purposes of determining the shareholders entitled to receive payment of dividends or other distributions or allotment of rights, or entitled to exercise any rights in respect of any other lawful action (other than voting at and receiving notice of shareholders' meetings and giving written consent of the shareholders without a meeting), the board of directors may fix in advance a record date, which shall be not more than 60 nor less than 10 days before the date of the dividend payment, distribution, allotment, or other action. If a record date is so fixed, only shareholders of record at the close of business on that date shall be entitled to receive the dividend, distribution, or allotment of rights, or to exercise the other rights, as the case may be, notwithstanding any transfer of shares on the corporation's books after the record date, except as otherwise provided by statute.

If the board of directors does not so fix a record date in advance, the record date shall be at the close of business on the later of (1) the day on which the board of directors adopts the applicable resolution or (2) the 60th day before the date of the dividend payment, distribution, allotment of rights, or other action.

Section 8.2. AUTHORIZED SIGNATORIES FOR CHECKS.

All checks, drafts, other orders for payment of money, notes, or other evidences of indebtedness issued in the name of or payable to the corporation shall be signed or endorsed by such person or persons and in such manner authorized from time to time by resolution of the board of directors.

Section 8.3. EXECUTING CORPORATE CONTRACTS AND INSTRUMENTS.

Except as otherwise provided in the articles or in these bylaws, the board of directors by resolution may authorize any officer, officers, agent, or agents to enter into any contract or to execute any instrument in the name of and on behalf of the corporation. This authority may be general or it may be confined to one or more specific matters. No officer, agent, employee, or other person purporting to act on behalf of the corporation shall have any power or authority to bind the corporation in any way, to pledge the corporation's credit, or to render the corporation liable for any purpose or in any amount unless that person was acting with authority duly granted by the board of directors as provided in these bylaws, or unless an unauthorized act was later ratified by the corporation.

Section 8.4. CERTIFICATES FOR SHARES.

A certificate or certificates for shares of the capital stock of the corporation shall be issued to each shareholder when any of the shares are fully paid.

In addition to certificates for fully paid shares, the board of directors may authorize the issuance of certificates for shares that are partly paid and subject to call for the remainder of the purchase price, provided that the certificates representing partly paid shares shall state the total amount of the consideration to be paid for the shares and the amount actually paid.

All certificates shall certify the number of shares and the class or series of shares represented by the certificate. All certificates shall be signed in the name of the corporation by (1) either the chair of

the board of directors, the vice chair of the board of directors, the president, or any vice president, and (2) either the chief financial officer, any assistant chief financial officer, the secretary, or any assistant secretary.

Any of the signatures on the certificate may be facsimile. If any officer, transfer, agent, or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be that officer, transfer agent, or registrar before that certificate is issued, the certificate may be issued by the corporation with the same effect as if that person were an officer, transfer agent, or registrar at the date of issue.

Section 8.5. LOST CERTIFICATES.

Except as provided in this Section 5, no new certificates for shares shall be issued to replace old certificates unless the old certificate is surrendered to the corporation for cancellation at the same time. If share certificates or certificates for any other security have been lost, stolen, or destroyed, the board of directors may authorize the issuance of replacement certificates on terms and conditions as required by the board, which may include a requirement that the owner give the corporation a bond (or other adequate security) sufficient to indemnify the corporation against any claim that may be made against it (including any expense or liability) on account of the alleged loss, theft, or destruction of the old certificate or the issuance of the replacement certificate.

Section 8.6. SHARES OF OTHER CORPORATIONS: HOW VOTED.

Shares of other corporations standing in the name of this corporation shall be voted by one of the following persons, listed in order of preference: (1) chair of the board, or person designated by the chair of the board, (2) president, or person designated by the president; (3) first senior vice president, or person designated by the first senior vice president; (4) other person designated by the board of directors.

The authority to vote shares granted by this section includes the authority to execute a proxy in the name of the corporation for purposes of voting the shares.

Section 8.7. REIMBURSEMENT OF CORPORATION IF PAYMENT NOT TAX DEDUCTIBLE.

If all or part of the compensation, including expenses, paid by the corporation to a director, officer, employee, or agent is finally determined not to be allowable to the corporation as a federal or state income tax deduction, the director, officer, employee, or agent to whom the payment was made shall repay to the corporation the amount disallowed. The board of directors shall enforce repayment of each such amount disallowed by the taxing authorities.

Section 8.8. CONSTRUCTION AND DEFINITIONS.

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in sections 100 through 195 of the California Corporations Code shall govern the construction of these bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a corporation and a natural person.

ARTICLE IX
AMENDMENTS

Section 9.1. AMENDMENT BY BOARD OF DIRECTORS OR SHAREHOLDERS.

Except as otherwise required by law or by the articles of incorporation, these bylaws may be amended or repealed, and new bylaws may be adopted, by the board of directors or by the holders of a majority of the outstanding shares entitled to vote.

QuickLinks

Exhibit 3.54

ARTICLES OF AMENDMENT
OF
Reality Based IT Services
(a close corporation)

Reality Based IT Services, Ltd., a Maryland close corporation having its principal office at 9720 Country Meadows Lane, Apartment 3B, Laurel, Maryland 20723 (hereinafter called the "Corporation"), hereby certifies to the State Department of Assessment and Taxation of Maryland that:

FIRST: The charter of the Corporation at Paragraph Fifth of the Articles of Incorporation indicates that the total number of shares of capital stock that the Corporation has the authority to issue is 100 shares of common stock, with no par value. The Corporation hereby amends its charter by striking out Paragraph Fifth in its entirety in lieu of therein the following:

> **FIFTH:** The total number of shares of capital stock which the Corporation has authority to issue is Fifty Thousand (50,000) shares of common stock, with no par value.

SECOND: The amendment of the charter of the Corporation as hereinabove set forth has been duly advised by the Board of Directors and approved by the stockholders of the Corporation.

IN WITNESS WHEREOF, Gary E. Murphy has caused these presents to be signed in his name on behalf of the Corporation on this 18th day of October, 2001.

I, Gary E. Murphy, President of Reality Based IT Services, LTD., sole stockholder and director of Reality Based IT Services, LTD., do hereby acknowledge on behalf of Reality Based IT Services, LTD., that the foregoing Articles of Amendment are the corporate act of said Corporation under the penalties of perjury. My signature is witnessed by Nancy E. K. Smith, Treasurer of the Corporation.

WITNESS:

/s/ Nancy E. K. Smith	/s/ Gary E. Murphy
Nancy E. K. Smith, Treasurer	Gary E. Murphy, President

ARTICLES OF AMENDMENT
OF
Reality Based IT Service, LTD.

Reality Based IT Services, LTD., a Maryland corporation having its principal office whose address is 9720 Country Meadows Lane, Apartment 3B, Laurel, MD 20723 (hereinafter called the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland that:

FIRST: The charter of the Corporation is hereby amended by striking out Paragraph Second in its entirety and inserting in lieu of therein the following:

Reality Based IT Services, LTD.

SECOND: The statement of the charter of the Corporation as hereinabove set forth has been duly advised by the Board of Directors and approved by the stockholders of the Corporation.

IN WITNESS WHEREOF, Gary E. Murphy has caused these presents to be signed in his name on behalf of the Corporation on this 9th day of August, 1999.

I, Gary E. Murphy, President and Secretary/Treasurer of Reality Based IT Service, LTD., sole stockholder and sole director of Reality Based IT Service, LTD., do hereby acknowledge on behalf of Reality Based IT Service, LTD., that the foregoing Articles of Amendment are the corporate act of said Corporation under the penalties of perjury. Further, that because of the above my signature is witnessed by my attorney, Ward Brockett, Esquire, who was the incorporator of Reality Based IT Service, LTD.

/s/ Ward Brockett	/s/ Gary L. Murphy	(SEAL)
Witness: Ward Brockett, Esquire	Gary L. Murphy	

ARTICLES OF INCORPORATION
OF
Reality Based IT Service, LTD.
(a close Corporation)

FIRST: I, Ward Brockett, incorporator, whose post office address is 379 Main Street, Laurel, Maryland 20707, being at least eighteen (18) years of age, hereby form a corporation under and by virtue of the General Laws of the State of Maryland.

SECOND: The name of the corporation (which is hereafter referred to as the "Corporation") is:

Reality Based IT Service, LTD.

THIRD: The purposes for which the Corporation is formed are:

1. The purpose of the corporation will be system engineering technical assistance and systems development and systems security for information technologies systems.

2. To enter into, perform and carry out contracts of any kind, or in connection with, o r incidental to the accomplishment of any one or more of the purposes of the Corporation.

3. To carry out and do all things necessary to carry out the needs of any business conducted by the Corporation and to comply with any requirements of law.

FOURTH: The post office address of the principal office of the Corporation in this State is 9720 Country Meadows Lane, Apartment 3B, Laurel, Maryland 20723. The name and post address of the Resident Agent of the Corporation in this State is Ward Brockett, 379 Main St., Laurel, Maryland 20707. Said Resident Agent is an individual actually residing in this State.

FIFTH: The total number of shares of capital stock which the Corporation has authority to issue is One Hundred (100) shares of common stock, with no par value.

SIXTH: The number of the directors of the Corporation shall be one, which number may be increased pursuant to the By-Laws of the Corporation. The name of the director who shall act until the first annual meeting or until a successor is duly chosen and qualified are:

GARY E. MURPHY

SEVENTH: The following provisions are hereby adopted for the purpose of defining, limiting and regulating the powers of the Corporation and of the directors and stockholders:

1. The Board of Directors of the Corporation is hereby empowered to authorize the issuance from time to time of shares of its stock of any class, whether now or hereafter authorized, or securities convertible into shares of its stock of any class or classes, whether now or hereafter authorized.

2. The Board of Directors of the Corporation may classify or reclassify any unissued shares by fixing or altering in any one or more respects, from time to time before issuance of such shares, the preferences, rights, voting powers, restrictions and qualifications of, the dividends on, the times and prices or redemption of, and the conversion rights of, such shares.

The enumeration and definition of a particular power of the Board of Directors included in the foregoing shall in no way be limited or restricted by reference to or inference from the terms of any other clause of this or any other article of the Charter of the Corporation, or construed as or deemed by inference or otherwise in any manner to exclude or limit any powers conferred upon the Board of Directors under the General Laws of the State of Maryland now or hereafter in force.

EIGHTH: The Corporation shall be a close corporation as defined in Md. Code Ann. (Corps & Ass'ns) Section 4-101.

NINTH: The duration of the Corporation shall be perpetual.

IN WITNESS WHEREOF, I have signed these Articles of Incorporation this 5th day of August, 1999 and I acknowledge the same to be my act.

/s/ Rose Marie Nichols	/s/ Ward Brockett
Witness: Rose Marie Nichols	Ward Brockett

QuickLinks

Exhibit 3.54

Exhibit 3.55

AMENDED AND RESTATED BYLAWS
OF
REALITY BASED IT SERVICES, LTD.

ARTICLE I
SHAREHOLDERS

1. Annual Meeting

A meeting of the shareholders shall be held annually for the election of directors and the transaction of other business on such date in each year as may be determined by the Board of Directors, but in no event later than 100 days after the anniversary of the date of incorporation of the Corporation.

2. Special Meetings

Special meetings of the shareholders may be called by the Board of Directors, Chairman of the Board or President and shall be called by the Board upon the written request of the holders of record of a majority of the outstanding shares of the Corporation entitled to vote at the meeting requested to be called. Such request shall state the purpose or purposes of the proposed meeting. At such special meetings the only business which may be transacted is that relating to the purpose or purposes set forth in the notice thereof.

3. Place of Meetings

Meetings of the shareholders shall be held at such place within or outside of the State of Maryland as may be fixed by the Board of Directors. If no place is so fixed, such meetings shall be held at the principal office of the Corporation.

4. Notice of Meetings

Notice of each meeting of the shareholders shall be given in writing and shall state the place, date and hour of the meeting and the purpose or purposes for which the meeting is called. Notice of a special meeting shall indicate that it is being issued by or at the direction of the person or persons calling or requesting the meeting.

If, at any meeting, action is proposed to be taken which, if taken, would entitle objecting shareholders to receive payment for their shares, the notice shall include a statement of that purpose and to that effect.

A copy of the notice of each meeting shall be given, personally or by first class mail, not less than ten nor more than fifty days before the date of the meeting, to each shareholder entitled to vote at such meeting. If mailed, such notice shall be deemed to have been given when deposited in the United States mail, with postage thereon prepaid, directed to the shareholder at such shareholder's address as it appears on the record of the shareholders, or, if the shareholder shall have filed with the Secretary of the Corporation a written request that notices to the shareholder be mailed to some other address, then directed to the shareholder at such other address.

When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken. At the adjourned meeting any business may be transacted that might have been transacted on the original date of the meeting. However, if after the adjournment the Board of Directors fixes a new record date for the adjourned meeting, a notice of the adjourned

meeting shall be given to each shareholder of record on the new record date entitled to notice under this Section 4.

5. Waiver of Notice

Notice of a meeting need not be given to any shareholder who submits a signed waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any shareholder at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by such.

6. Inspectors of Election

The Board of Directors, in advance of any shareholders' meeting, may appoint one or more inspectors to act at the meeting or any adjournment thereof. If inspectors are not so appointed, the person presiding at a shareholders' meeting may, and on the request of any shareholder entitled to vote thereat shall, appoint two inspectors. In case any person appointed fails to appear or act, the vacancy may be filled by appointment in advance of the meeting by the Board or at the meeting by the person presiding thereat. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of such inspector at such meeting with strict impartiality and according to the best of his or her ability.

The inspectors shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote at the meeting, count and tabulate all votes, ballots or consents, determine the result thereof, and do such acts as are proper to conduct the election or vote with fairness to all shareholders. On request of the person presiding at the meeting, or of any shareholder entitled to vote thereat, the inspectors shall make a report in writing of any challenge, question or matter determined by them and shall execute a certificate of any fact found by them. Any report or certificate made by them shall be prima facie evidence of the facts stated and of any vote certified by them.

7. List of Shareholders at Meetings

A list of the shareholders as of the record date, certified by the Secretary or any Assistant Secretary or by a transfer agent, shall be produced at any meeting of the shareholders upon the request thereat or prior thereto of any shareholder. If the right to vote at any meeting is challenged, the inspectors of election, or the person presiding thereat, shall require such list of the shareholders to be produced as evidence of the right of the persons challenged to vote at such meeting, and all persons who appear from such list to be shareholders entitled to vote thereat may vote at such meeting.

8. Qualification of Voters

Unless otherwise provided in the Articles of Incorporation, every shareholder of record shall be entitled at every meeting of the shareholders to one vote for every share standing in its name on the record of the shareholders.

Treasury shares as of the record date and shares held as of the record date by another domestic or foreign corporation of any kind, if a majority of the shares entitled to vote in the election of directors of such other corporation is held as of the record date by the Corporation, shall not be shares entitled to vote or to be counted in determining the total number of outstanding shares.

Shares held by an administrator, executor, guardian, conservator, committee or other fiduciary, other than a trustee, may be voted by such fiduciary, either in person or by proxy, without the transfer

of such shares into the name of such fiduciary. Shares held by a trustee may be voted by the trustee, either in person or by proxy, only after the shares have been transferred into the name of the trustee or into the name of the trustee's nominee.

Shares standing in the name of another domestic or foreign corporation of any type or kind may be voted by such officer, agent or proxy as the bylaws of such corporation may provide, or, in the absence of such provision, as the board of directors of such corporation may determine.

No shareholder shall sell his or her vote, or issue a proxy to vote, to any person for any sum of money or anything of value except as permitted by law.

9. Quorum of Shareholders

The holders of a majority of the shares of the Corporation issued and outstanding and entitled to vote at any meeting of the shareholders shall constitute a quorum at such meeting for the transaction of any business, provided that when a specified item of business is required to be voted on by a class or series, voting as a class, the holders of a majority of the shares of such class or series shall constitute a quorum for the transaction of such specified item of business.

When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any shareholders.

The shareholders who are present in person or by proxy and who are entitled to vote may, by a majority of votes cast, adjourn the meeting despite the absence of a quorum.

10. Proxies

Every shareholder entitled to vote at a meeting of the shareholders, or to express consent or dissent without a meeting, may authorize another person or persons to act for the shareholder by proxy.

Every proxy must be signed by the shareholder or its attorney. No proxy shall be valid after the expiration of eleven months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the shareholder executing it, except as otherwise provided by law.

The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the shareholder who executed the proxy, unless before the authority is exercised written notice of an adjudication of such incompetence or of such death is received by the Secretary or any Assistant Secretary.

11. Vote or Consent of Shareholders

Directors, except as otherwise required by law, shall be elected by a plurality of the votes cast at a meeting of shareholders by the holders of shares entitled to vote in the election.

Whenever any corporate action, other than the election of directors, is to be taken by vote of the shareholders, it shall, except as otherwise required by law, be authorized by a majority of the votes cast at a meeting of shareholders by the holders of shares entitled to vote thereon.

Whenever shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by the holders of all outstanding shares entitled to vote thereon. Written consent thus given by the holders of all outstanding shares entitled to vote shall have the same effect as an unanimous vote of shareholders.

12. Fixing the Record Date

For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other action, the Board of Directors may fix, in advance, a date as the record date for any such determination of shareholders, Such date shall not be less than ten nor more than fifty days before the date of such meeting, nor more than fifty days prior to any other action.

When a determination of shareholders of record entitled to notice of or to vote at any meeting of shareholders has been made as provided in this Section, such determination shall apply to any adjournment thereof, unless the Board of Directors fixes a new record date for the adjourned meeting.

ARTICLE II
BOARD OF DIRECTORS

1. Power of Board and Qualification of Directors

The business of the Corporation shall be managed by the Board of Directors. Each director shall be at least eighteen years of age.

2. Number of Directors

The number of directors constituting the entire Board of Directors shall be the number, not less than one nor more than ten, fixed from time to time by a majority of the total number of directors which the Corporation would have, prior to any increase or decrease, if there were no vacancies, provided, however, that no decrease shall shorten the term of an incumbent director, and provided further that if all of the shares of the Corporation are owned beneficially and of record by less than three shareholders, the number of directors may be less than three but not less than the number of shareholders. Until otherwise fixed by the directors, the number of directors constituting the entire Board shall be one.

3. Election and Term of Directors

At each annual meeting of shareholders, directors shall be elected to hold office until the next annual meeting and until their successors have been elected and qualified or until their death, resignation or removal in the manner hereinafter provided.

4. Quorum of Directors and Action by the Board

A majority of the entire Board of Directors shall constitute a quorum for the transaction of business, and, except where otherwise provided herein, the vote of a majority of the directors present at a meeting at the time of such vote, if a quorum is then present, shall be the act of the Board.

Any action required or permitted to be taken by the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board or the committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consent thereto by the members of the Board or committee shall be filed with the minutes of the proceedings of the Board or committee.

5. Meetings of the Board

An annual meeting of the Board of Directors shall be held in each year directly after the annual meeting of shareholders. Regular meetings of the Board shall be held at such times as may be fixed by the Board. Special meetings of the Board may be held at any time upon the call of the President or any two directors.

Meetings of the Board of Directors shall be held at such places as may be fixed by the Board for annual and regular meetings and in the notice of meeting for special meetings. If no place is so fixed, meetings of the Board shall be held at the principal office of the Corporation. Any one or more members of the Board of Directors may participate in meetings by means of a conference telephone or similar communications equipment.

No notice need be given of annual or regular meetings of the Board of Directors. Notice of each special meeting of the Board shall be given to each director either by mail not later than noon, Maryland time, on the third day prior to the meeting or by telegram, written message or orally not later than noon, Maryland time, on the day prior to the meeting. Notices are deemed to have been properly given if given: by mail, when deposited in the United States mail; by telegram at the time of filing; or by messenger at the time of delivery. Notices by mail, telegram or messenger shall be sent to each director at the address designated by the director for that purpose, or, if none has been so designated, at the last known residence or business address of the director.

Notice of a meeting of the Board of Directors need not be given to any director who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to any director.

A notice, or waiver of notice, need not specify the purpose of any meeting of the Board of Directors.

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of any adjournment of a meeting to another time or place shall be given, in the manner described above, to the directors who were not present at the time of the adjournment and, unless such time and place are announced at the meeting, to the other directors.

6. Resignations

Any director of the Corporation may resign at any time by giving written notice to the Board of Directors or to the President or to the Secretary of the Corporation. Such resignation shall take effect at the time specified therein; and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

7. Removal of Directors

Any one or more of the directors may be removed for cause by action of the Board of Directors. Any or all of the directors may be removed with or without cause by vote of the shareholders.

8. Newly Created Directorships and Vacancies

Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the Board of Directors for any reason except the removal of directors by shareholders may be filled by vote of a majority of the directors then in office, although less than a quorum exists. Vacancies occurring as a result of the removal of directors by shareholders shall be filled by the shareholder. A director elected to fill a vacancy shall be elected to hold office for the unexpired term of his or her predecessor.

9. Executive and Other Committees of Directors

The Board of Directors, by resolution adopted by a majority of the entire Board, may designate from among its members an executive committee and other committees each consisting of three or more directors and each of which, to the extent provided in the resolution, shall have all the authority of the Board, except that no such committee shall have authority as to the following matters: (a) the submission to shareholders of any action that needs shareholders' approval; (b) the filling of vacancies in the Board or in any committee; (c) the fixing of compensation of the directors for serving on the Board or on any committee; (d) the amendment or repeal of the bylaws, or the adoption of new bylaws; (e) the amendment or repeal of any resolution of the Board which, by its term, shall not be so amendable or repealable; or (f) the removal or indemnification of directors.

The Board of Directors may designate one or more directors as alternate members of any such committee, who may replace any absent member or members at any meeting of such committee.

Unless a greater proportion is required by the resolution designating a committee, a majority of the entire authorized number of members of such committee shall constitute a quorum for the transaction of business, and the vote of a majority of the members present at a meeting at the time of such vote, if a quorum is then present, shall be the act of such committee.

Each such committee shall serve at the pleasure of the Board of Directors.

10. Compensation of Directors

The Board of Directors shall have authority to fix the compensation of directors for services in any capacity.

11. Interest of Directors in a Transaction

Unless shown to be unfair and unreasonable as to the Corporation, no contract or other transaction between the Corporation and one or more of its directors, or between the Corporation and any other corporation, firm, association or other entity in which one or more of the directors are directors or officers, or are financially interested, shall be either void or voidable, irrespective of whether such interested director or directors are present at a meeting of the Board of Directors, or of a committee thereof, which authorizes such contract or transaction and irrespective of whether his, her or their votes are counted for such purpose, In the absence of fraud any such contract and transaction conclusively may be authorized or approved as fair and reasonable by: (a) the Board of Directors or a duly empowered committee thereof, by a vote sufficient for such purpose without counting the vote or votes of such interested director or directors (although such interested director or directors may be counted in determining the presence of a quorum at the meeting which authorizes such contract or transaction), if the fact of such common directorship, officership or financial interest is disclosed or known to the Board or committee, as the case may be; or (b) the shareholders entitled to vote for the election of directors, if such common directorship, officership or financial interest is disclosed or known to such shareholders.

Notwithstanding the foregoing, no loan, except advances in connection with indemnification, shall be made by the Corporation to any director unless it is authorized by vote of the shareholders without counting any shares of the director who would be the borrower or unless the director who would be the borrower is the sole shareholder of the Corporation.

ARTICLE III
OFFICERS

1. Election of Officers

The Board of Directors, as soon as may be practicable after the annual election of directors, shall elect a President, a Secretary, and a Treasurer, and from time to time may elect or appoint such other officers as it may determine. Any two or more offices may be held by the same person, except that the same person may not hold the offices of President and Secretary unless the person is the sole shareholder of the Corporation and holding of said offices of President and Secretary by such person is permitted under applicable law. The Board of Directors may also elect one or more Vice Presidents, Assistant Secretaries and Assistant Treasurers.

2. Other Officers

The Board of Directors may appoint such other officers and agents 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.

3. Compensation

The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

4. Term of Office and Removal

Each officer shall hold office for the term for which such officer is elected or appointed, and until a successor has been elected or appointed and qualified. Unless otherwise provided in the resolution of the Board of Directors electing or appointing an officer, the term of office shall extend to and expire at the meeting of the Board following the next annual meeting of shareholders. Any officer may be removed by the Board with or without cause, at any time. Removal of an officer without cause shall be without prejudice to the officer's contract rights, if any, and the election or appointment of an officer shall not of itself create contract rights.

5. President

The President shall be the chief executive officer of the Corporation, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall also preside at all meetings of the shareholders and the Board of Directors.

The President shall 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 of Directors to some other officer or agent of the Corporation.

6. Vice Presidents

The Vice Presidents, in the order designated by the Board of Directors, or in the absence of any designation, then in the order of their election, during the absence or disability of or refusal to act by the President, shall perform the duties and exercise the powers of the President and shall perform such other duties as the Board of Directors shall prescribe.

7. Secretary and Assistant Secretaries

The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all the proceedings of the meetings of the Corporation and of the Board of Directors in a book to be kept for that purpose, and shall perform like duties for the standing committees when required. The Secretary shall give or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision the Secretary shall be. 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 any 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 of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest the affixing by such officer's signature.

The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order designated by the Board of Directors, or in the absence of such designation then in the order of their election, in the absence of the Secretary or in the event of the Secretary's inability or refusal to act, shall perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

8. Treasurer and Assistant Treasurers

The Treasurer shall have the custody of the corporate funds and securities; 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 of Directors.

The Treasurer shall disburse the funds as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors 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 of Directors, the Treasurer shall give the Corporation a bond in such SUM and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office of Treasurer, and for the restoration to the Corporation, in the 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 possession or under the control of the Treasurer belonging to the Corporation.

The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order designated by the Board of Directors, or in the absence of such designation, then in the order of their election, in the absence of the Treasurer or in the event of the Treasurer's inability or refusal to act, shall perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

9. Books and Records

The Corporation shall keep: (a) correct and complete books and records of account; (b) minutes of the proceedings of the shareholders, Board of Directors and any committees of directors; and (c) a current list of the directors and officers and their residence addresses. The Corporation shall also keep at its office in the State of Maryland or at the office of its transfer agent or registrar in the State of Maryland, if any, a record containing the names and addresses of all shareholders, the number and class of shares held by each and the dates when they respectively became the owners of record thereof.

The Board of Directors may determine whether and to what extent and at what times and places and under what conditions and regulations any accounts, books, records or other documents of the Corporation shall be open to inspection, and no creditor, security holder or other person shall have any right to inspect any accounts, books, records or other documents of the Corporation except as conferred by statute or as so authorized by the Board.

10. Checks, Notes, etc.

All checks and drafts on, and withdrawals from the Corporation's accounts with banks or other financial institutions, and all bills of exchange, notes and other instruments for the payment of money, drawn, made, endorsed, or accepted by the Corporation, shall be signed on its behalf by the person or persons thereunto authorized by, or pursuant to resolution of, the Board of Directors.

ARTICLE IV
CERTIFICATES AND TRANSFERS OF SHARES

1. Forms of Share Certificates

The share of the Corporation shall be represented by certificates, in such forms as the Board of Directors may prescribe, signed by the President or a Vice President and the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer. The shares may be sealed with the seal of the Corporation or a facsimile thereof. The signatures of the officers upon a certificate may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the Corporation or its employee. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if such officer were in office at the date of issue.

Each certificate representing shares issued by the Corporation shall set forth upon the face or back of the certificate, or shall state that the Corporation will furnish to any shareholder upon request and without charge, a full statement of the designation, relative rights, preferences and limitations of the shares of each class of shares, if more than one, authorized to be issued and the designation, relative rights, preferences and limitations of each series of any class of preferred shares authorized to be issued so far as the same have been fixed, and the authority of the Board of Directors to designate and fix the relative rights, preferences and limitations of other series.

Each certificate representing shares shall state upon the face thereof: (a) that the Corporation is formed under the laws of the State of Maryland; (b) the name of the person or persons to whom issued; and (c) the number and class of shares, and the designation of the series, if any, which such certificate represents.

2. Transfers of Shares

Shares of the Corporation shall be transferable on the record of shareholders upon presentment to the Corporation of a transfer agent of a certificate or certificates representing the shares requested to be transferred, with proper endorsement on the certificate or on a separate accompanying document, together with such evidence of the payment of transfer taxes and compliance with other provisions of law as the Corporation or its transfer agent may require.

3. Lost, Stolen or Destroyed Share Certificates

No certificate for shares of the Corporation shall be issued in place of any certificate alleged to have been lost, destroyed or wrongfully taken, except, if and to the extent required by the Board of Directors upon: (a) production of evidence of loss, destruction or wrongful taking; (b) delivery of a bond indemnifying the Corporation and its agents against any claim that may be made against it or

them on account of the alleged loss, destruction or wrongful taking of the replaced certificate or the issuance of the new certificate; (c) payment of the expenses of the Corporation and its agents incurred in connection with the issuance of the new certificate; and (d) compliance with other such reasonable requirements as may be imposed.

ARTICLE V
OTHER MATTERS

1. Corporate Seal

The Board of Directors may adopt a corporate seal, alter such seal at pleasure, and authorize it to be used by causing it or a facsimile to be affixed or impressed or reproduced in any other manner.

2. Fiscal Year

The fiscal year of the Corporation shall be the twelve months ending December 31st, or such other period as may be fixed by the Board of Directors.

3. Amendments

Bylaws of the Corporation may be adopted, amended or repealed by vote of the holders of the shares at the time entitled to vote in the election of any directors. Bylaws may also be adopted, amended or repealed by the Board of Directors, but any bylaws adopted by the Board may be amended or repealed by the shareholders entitled to vote thereon as herein above provided.

If any bylaw regulating an impending election of directors is adopted, amended or repealed by the Board of Directors, there shall be set forth in the notice of the next meeting of shareholders for the election of directors the bylaw so adopted, amended or repealed, together with a concise statement of the changes made.

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Exhibit 3.56

The Indiana Secretary of State filing office certifies that this copy is on file in this office.

ARTICLES OF ORGANIZATION
OF
ROCKET SUPPORT SERVICES, LLC

Pursuant to the provisions of the Indiana Business Flexibility Act, Indiana Code 23•18-1-1 et seq. (the "Act"), the limited liability company named below is hereby formed by the undersigned, acting as the sole organizer thereof, by the adoption and filing of these Articles of Organization providing as follows:

1. *Name.* The name of the limited liability company is Rocket Support Services, LLC (the "Company").

2. *Registered Office and Agent.* The street address of the Company's registered office in Indiana is 251 East Ohio Street, Suite 1100, Indianapolis, Indiana 46204, and the name of the Company's registered agent at that office is CT Corporation System.

3. *Duration.* The duration of the Company is perpetual until dissolved in accordance with the Act.

4. *Management.* The Company shall be managed by one or more managers selected pursuant to the applicable provisions of the Company's operating agreement or, in the absence thereof, in accordance with the Act.

5. *Purpose.* The Company shall engage in such lawful and permitted business activities as may from time to time be authorized by then members of the Company in accordance with the Company's operating agreement or, in the absence thereof, in accordance with the Act.

Executed as of the 30th day of June, 2006.

CT CORPORATION SYSTEM, Organizer

By: /s/ Bernadette McNamara

Bernadette McNamara

Name Printed/Title

Certification Number: 2010051197340

QuickLinks

Exhibit 3.57

AMENDED AND RESTATED OPERATING AGREEMENT
OF
ROCKET SUPPORT SERVICES, LLC

THIS OPERATING AGREEMENT is made and adopted as of the 1st day of July, 2006, by the undersigned Member and Manager of ROCKET SUPPORT SERVICES, LLC, an Indiana limited liability company (the "**Company**"), to govern certain aspects of the operations of the Company and to set forth certain rights and obligations of the Member and Manager of the Company, and completely supersedes, replaces, terminates and novates the previously effective Operating Agreement of the Company. This Operating Agreement is intended to be in effect only so long as their is only one Member of the Company, and shall be automatically terminated (if not sooner terminated) at such time as the Company shall have more than one Member.

Article 1. DEFINITIONS AND GENERAL PROVISIONS

Section 1.1 **Definitions.** Unless the context or rules of grammar otherwise require or unless otherwise expressly provided in this Agreement, the following capitalized terms used in this Agreement (and the respective plural or singular forms thereof) shall have the meanings specified in this Section as follows:

"**Act**" means the Indiana Business Flexibility Act (Ind. Code 23-18-1-1, et seq.), as amended from time to time.

"**Agreement**" means this Operating Agreement, as amended from time to time.

"**Articles**" mean the Articles of Organization of the Company filed with the Indiana Secretary of State, as amended or restated from time to time.

"**Capital Contributions**" means the total value of any cash, property, services rendered, or a promissory note or other binding obligation to contribute cash or property or to perform services, that a Person transfers to the Company in the capacity as the Member, as shown on Exhibit B attached to and made a part of this Agreement, as the same may be amended from time to time. Any reference in this Agreement to the Capital Contributions of the Member shall include all Capital Contributions previously made by any prior Member for the interest of such Member, and shall be reduced by any distributions to such prior Member in return of the Member's Capital Contributions as contemplated in this Agreement.

"**Code**" means the Internal Revenue Code of 1986, as amended. All references in this Agreement to Code Sections shall include any and all corresponding provisions of succeeding law.

"**Company**" means Rocket Support Services, LLC, an Indiana limited liability company.

"**Former Member**" means a Person who previously was, but is no longer, a Member of the Company.

"**Interest**" means the entire ownership interest of the Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Act, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

"**Losses**" or "**losses**" means, for each taxable year (or other relevant period) of the Company, the company's loss for tax purposes determined in accordance with the Code.

"**Manager**" means each person designated as a Manager pursuant to Article 4.

"**Member**" means the Person that owns the entire Interest in the Company.

"**Percentage Interest**" of the Member means the percentage of issued and outstanding Units of the Company held by the Member as set forth opposite the name of the Member under the

column "Percentage Interest" on Exhibit B, and which shall be 100% so long as there is only one Member of the Company.

"**Person**" means and includes an individual, corporation, general partnership (including a limited liability partnership), limited partnership, association, limited liability company, business trust, or any other legal or commercial entity.

"**Profits**" or "**profits**" means, for each taxable year (or other relevant period) of the Company, the taxable income of the Company determined in accordance with the Code.

"**Treasury Regulations**" means regulations of the United States Department of the Treasury under the Code, as amended from time to time.

"**Units**" refers to an interest in the Company to be measured in such units as may be established pursuant to Article III. Whenever reference is made to the "Percentage interest" of the Member, the Member's Units may be converted into the same by dividing the Member's number of Units by the total of all Units outstanding.

Section 1.2 **References to Articles, Sections and Exhibits.** References in this Agreement to numbered or lettered "Article" or "Section" or "subsection" shall, unless the context clearly indicates otherwise, be construed as referring to a particular Article, Section or subsection in this Agreement, and references in this Agreement to "this Article" or "this Section" or "this subsection" shall be construed as referring, as applicable, to the Article, Section or subsection in which such reference is located. References in this Agreement to an "Exhibit" are to a document so identified that is attached to, and a part of, this Agreement.

Section 1.3 **Coordination with the Act.** The Act contains a number of provisions that govern various aspects of the conduct of the business and affairs of limited liability companies that can be "overruled", so to speak, by the provisions of a written operating agreement adopted by the members of the limited liability company or by the articles of organization of such company. In construing this Agreement and the Articles and in coordinating the provisions hereof and thereof with the Act, it is the intent of the Member that whenever this Agreement or the Articles contain provisions addressing a certain subject or matter, those provisions of this Agreement or the Articles will control over the provisions of the Act with respect to that same subject or matter and shall be construed as overruling any conflicting or different provisions of the Act with respect thereto even though the provisions of this Agreement or the Articles do not specifically state that they are intended to overrule such provisions of the Act. If this Agreement and the Articles are silent as to a subject or matter covered by the Act, the provisions of the Act with respect thereto shall control.

Article 2. ORGANIZATION AND TERM

Section 2.1 **Articles of Organization.** The Company was formed by filing the Articles with the Indiana Secretary of State pursuant to the Act. The rights and liabilities of the Member shall be as provided under the Act, the Articles and this Agreement. The Member agrees to each of the provisions of the Articles.

Section 2.2 **Purpose.** The purpose of the Company is to engage in such businesses and transactions as the Member (and, if so authorized, the Manager) shall from time to time determine.

Section 2.3 **Term.** The term of the Company shall continue in perpetuity and until the Company is dissolved in accordance with the provisions of this Agreement or the Act.

Article 3. MEMBER AND CAPITAL STRUCTURE

Section 3.1 **Names and Addresses of Member.** The Member and all Former Members of the Company, and their last known business, residence or mailing address, shall be listed on Exhibit A. The Member shall be required to update *Exhibit A* from time to time as necessary to accurately reflect the information therein.

Section 3.2 **Units Representing Interests.** Interests in the Company shall be represented by the Units held by the Member. The Member's Units in the Company shall be set forth on Exhibit B (which shall be updated by the Member from time to time as required to accurately reflect the information therein).

Section 3.3 **Initial Capital Contributions and Percentage Interest of the Member.** The agreed value of the initial Capital Contributions to the Company and Percentage Interest of the Member are set forth on Exhibit B (as same exists at the Effective Date). Any subsequent Capital Contributions shall be in such amounts and in such types of property as may be determined by the Member, and shall also be reflected on Exhibit B (as updated).

Section 3.4 **Additional Capital Contributions.** The Member shall be permitted from time to time to make such additional or further Capital Contributions, for such consideration and/or Units, as shall be determined by the Member. Except to the extent that the Member shall agree to do so or shall be contractually obligated to do so, the Member shall not be required to make any additional Capital Contributions to the Company.

Section 3.5 **Certificates for Units.** The Units or Interest of the Member in the Company may be represented by such Certificates of Membership, Unit Certificates or similar instruments, if any, as may from time to time be determined by the Member.

Article 4. MANAGEMENT

Section 4.1 **Management.** Subject to the right of the Member to provide any specific direction it may choose to provide, the business and affairs of the Company shall be managed by one or more Managers appointed from time to time (and subject to removal) by the Member. The sole initial Manager shall be HGS Holdings, Inc.

Section 4.2 **Execution of Instruments.** All instruments, contracts, agreements and documents of any type whatsoever to be executed on behalf of the Company may be executed by the President and Chief Executive Officer of the Company.

Section 4.3 **Liability.** The Manager and Member 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 other Manager or Member, agent or employee of the Company. The Manager shall not be liable to the Company for any action taken as the Manager, or for any failure to take any action in such capacity, if the Manager would be entitled to indemnification from the Company with respect to any liability relating thereto.

Section 4.4 **Officers.** The Manager may from time to time establish such offices of the Company and appoint such officers thereof as the Manager may determine, each with such responsibilities and authority to act as the Manager shall provide in that regard. Howard W. Bates is hereby appointed to be the President and Chief Executive Officer of the Company, reporting to the Manager, and Eric Weber is hereby appointed to be the Secretary of the Company.

Section 4.5 **Indemnification.** The Company shall be obligated to indemnify the Manager and any officer of the Company against any liability or expense incurred with respect to claims asserted against the Manager or such officer by reason of being the Manager or officer of the Company or

arising out of or in connection with any action taken or failure to act for or on behalf of the Company to the fullest extent permitted by law.

Article 5. ALLOCATIONS AND DISTRIBUTIONS

Section 5.1 **Allocation of Profits and Losses.** The Profits and Losses of the Company for each fiscal year of the Company shall be allocated in their entirety to the Member.

Section 5.2 **Allocations when Interests Vary.** Allocations of Profits and Losses (or each item thereof) to or among Members whose Interests vary during any taxable year of the Company, whether such varying Interests are attributable to Transfers of Interests, the issuance of additional Units or otherwise, shall be made as required by, and in accordance with the applicable provisions of, the Code and the Treasury Regulations, using any permitted method or convention selected by the Member.

Section 5.3 **Discretionary Distributions.** The Member may from time to time make distributions of cash by the Company to the Member.

Article 6. RECORDS AND ACCOUNTING

Section 6.1 **Fiscal Year and Accounting.** The fiscal year of the Company for financial reporting and for Federal income tax purposes shall be the calendar year. The books and records of the Company shall be kept, and the financial position and the results of its operations recorded, in accordance with such accounting principles as the Member shall from time to time determine.

Section 6.2 **Records.** The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business. The Company shall keep the following records and information, and any other records and information required by the Act, at its principal office:

(a) A list with the full name and last known mailing address of each Person who is or has been a Member or Manager of the Company from the date of the Company's organization.

(b) A copy of the Articles and all amendments or restatements thereof.

(c) Copies of the Company's Federal, state and local income tax returns and financial statements for the three (3) most recent years, or if the returns and statements were not prepared, copies of the information and statements provided to or that should have been provided to the Members to enable them to prepare their Federal, state and local tax returns for the same period.

(d) Copies of this Agreement and all amendments hereto and copies of any written operating agreements no longer in effect.

(e) A writing setting out the following:

(i) The amount of cash, if any, and a statement of the agreed value of any other property or services contributed by each Member and the times at which or events upon the happening of which any additional contributions agreed to be made by each Member are to be made.

(ii) The events, if any, upon the happening of which the Company is to be dissolved and its affairs wound up.

(iii) Any other writings required by this Agreement.

Section 6.3 **Access to Records.** Each Member, and the Member's duly authorized representative, shall have the right, at the Member's own expense, to inspect and copy the records listed in Section 6.2 at the principal office of the Company, upon reasonable request, during ordinary business hours.

Article 7. ISSUANCE AND TRANSFER OF UNITS

Section 7.1 **Issuance of Units.** The Company may from time to time issue Units by sale or other issuance to the member for such consideration and upon such terms and conditions as the Member shall form time to time determine.

Section 7.2 **Transfers of Units.** The Member may transfer all or any portion of the Member's Units to such Person or Persons as the Member may from time to time determine. Any Person to whom the Member transfers any of the Member's Units shall become a Member of the Company with respect to such Units upon the transfer thereof to such Person.

Article 8. DISSOLUTION AND WINDING UP

Section 8.1 **Dissolution.** The Company shall be dissolved and its affairs wound up on the first of the following to occur:

(a) the occurrence of any event specified in the Articles or this Agreement as an event that will cause the dissolution of the Company;

(b) the determination of the Member to dissolve the Company; or

(c) a decree of judicial dissolution is entered pursuant to Ind. Code Section 23-18-9-2.

The occurrence of an "event of dissociation" with respect to the Member (as the term "event of dissociation" is defined in the Act) shall not result in the dissolution of the Company, and the existence of and conduct of business by the Company shall continue without interruption following any such occurrence.

Section 8.2 **Winding Up.** Upon dissolution, the Member shall proceed to wind up and liquidate the business and affairs of the Company, and the Company may only carry on business that is appropriate to wind up and liquidate the business and affairs of the Company, including the following: (a) collecting the Company's assets; (b) disposing of properties that will not be distributed in kind to the Member; (c) discharging or making provision for discharging liabilities; (4) distributing the remaining property to the Member; and (5) doing every other act necessary to wind up and liquidate the business and affairs of the Company. The Member shall follow the procedure for disposing of known claims set forth in Ind. Code Section 23-18-9-8 and shall publish notice of the dissolution of the Company pursuant to Ind. Code Section 23-18-9-9.

Section 8.3 **Distribution of Assets.** Upon or in anticipation of the winding up of the Company, the assets shall be distributed in the following order:

(a) first, to creditors, including Members and Managers who are creditors to the extent permitted by law, to satisfy the liabilities of the Company whether by payment or by the establishment of adequate reserves, excluding distributions to Members pursuant to Article 5;

(b) next, to the Member and Former Members to satisfy the Company's liabilities for distributions pursuant to Article 5; and

(c) next, the remaining balance entirely to the Member of the Company.

Article 9. MISCELLANEOUS

Section 9.1 **Title to Company Property.** Legal title to all property of the Company will be held and conveyed in the name of the Company.

Section 9.2 **Governing Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Indiana.

Section 9.3 **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the Member and the Member's transferees, successors and assigns.

Section 9.4 **Headings and Interpretation.** All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires.

Section 9.5 **Severability.** If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

IN WITNESS WHEREOF, the Member and Manager have executed this Agreement as of the date first above written.

HGS HOLDINGS, INC., as Member		HGS HOLDINGS, INC., as Manager	
By:	/s/ Eric H. Weber	By:	/s/ Eric H. Weber
Printed:	Eric H. Weber	Printed:	Eric H. Weber
Title:	Secretary	Title:	Secretary

EXHIBIT A

TO

AMENDED AND RESTATED OPERATING AGREEMENT

OF

ROCKET SUPPORT SERVICES, LLC

Name	Current Members Address
1. HGS Holdings, Inc.	11405 N. Pennsylvania St., Suite 200 Carmel, IN 46032

Name	Former Members Address
DTI Associates, Inc.	2920 South Glebe Road Arlington, VA 22206

As of July 1, 2006

EXHIBIT B

TO

AMENDED AND RESTATED OPERATING AGREEMENT

OF

ROCKET SUPPORT SERVICES, LLC

Member	Capital Contribution		Units	Percentage Interest
	Type	Agreed Value		
HGS Holdings, Inc.	Property	$ 799,599	1,000	100%

As of July 1, 2006

QuickLinks

Exhibit 3.58

ARTICLES OF INCORPORATION
OF
SHADOW I, INC.

FIRST: The name of the corporation is: Shadow I, Inc.

SECOND: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THIRD: The name and complete address in this State of the corporation's initial agent for service of process is:

Edward M. Lake, CFO
SYS Technologies
5050 Murphy Canyon Road, Suite 200
San Diego, CA 92123

FOURTH: The corporation is authorized to issue a total of one million (1,000,000) shares of Common Stock ("Common Stock").

FIFTH: The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

SIXTH: The corporation is authorized to provide indemnification of its agents (as defined in Section 317(a) of the California Corporations Code) to the fullest extent permissible under California law through bylaw provisions, agreements with its agents, vote of the shareholders or disinterested directors, or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code. The corporation is further authorized to provide insurance for agents as set forth in Section 317 of the California Corporations Code.

SEVENTH: Any repeal or modification of the foregoing provisions of Articles Fifth and Sixth by the shareholders of the corporation shall not adversely affect any right or protection of an agent of this corporation existing at the time of such repeal or modification.

For the purpose of forming the corporation under the laws of the State of California, the undersigned incorporator has executed these Articles of Incorporation.

Dated: December 31, 2004

/s/ Otto E. Sorensen

Otto E. Sorensen,
Sole Incorporator

AGREEMENT AND PLAN OF MERGER

AMONG

SYS,

SHADOW I, INC.

A WHOLLY-OWNED SUBSIDIARY OF SYS,

ANTIN ENGINEERING, INC.

AND THE STOCKHOLDERS OF

ANTIN ENGINEERING, INC.

JANUARY 3, 2005

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AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger (this "Agreement") is made and entered into as of January 3, 2005 by and among SYS, a California corporation ("Buyer" or "SYS"); Shadow I, Inc., a California corporation and a wholly-owned subsidiary of SYS ("Subcorp"), Antin Engineering, Inc., a California corporation ("Antin"), and Janathin A. Miller, an individual resident in the State of California ("Miller"), Pericles Haleftiras, an individual resident in the State of California ("Haleftiras"), Paul D. White, an individual resident in the State of California ("White"), Victor M. Wilson, an individual resident in the State of Nevada ("Wilson"), Judith L. Smith, an individual resident in the State of California ("Smith"), John D. Dunaway, an individual resident in the State of Virginia ("Dunaway"), James M. Bennett, an individual resident in the State of Virginia ("Bennett"), and Albert J. Ford, an individual resident in the State of Virginia ("Ford"), v constitute all of the shareholders of Antin. Miller, Haleftiras, White, Wilson, Smith, Dunaway, Bennett, and Ford are sometimes referred to individually herein as a "Stockholder," Shareholder," or "Antin Stockholder" and collectively as the "Stockholders," the "Shareholders," or the "Antin Stockholders").

PRELIMINARY STATEMENTS

WHEREAS, the respective Boards of Directors of SYS, Subcorp and Antin have determined that the merger of Antin with and into Subcorp, in the manner contemplated herein (the "Merger"), is desirable and in the best interests of their respective stockholders and, by resolutions duly adopted, have approved and adopted this Agreement;

WHEREAS, SYS, Subcorp, Antin, and the Stockholders desire to make certain representations, warranties, covenants and agreements in connection with the Merger and also to prescribe various conditions to the Merger.

NOW, THEREFORE, in consideration of these premises and their promises hereinafter set forth, the parties hereto agree as follows:

ARTICLE I
THE MERGER

1.1 *The Merger.* Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the California General Corporation Law (the "CGCL"), Antin shall be merged with and into Subcorp at the Effective Time. As a result of the Merger, the separate corporate existence of Antin shall cease and Subcorp shall continue its existence under the laws of the State of California as a wholly-owned subsidiary of SYS. Subcorp, in its capacity as the corporation surviving the Merger, is hereinafter sometimes referred to as the "Surviving Corporation."

1.2 *Effective Time.* As promptly as possible following the later of the Closing Date and the approval of the listing of shares to be issued by SYS in the Merger by the American Stock Exchange, die parties shall cause the Merger to be consummated by filing with the Secretary of State of the State of California (the "California Secretary of State") this Agreement and an officer's certificate from Antin and Subcorp (collectively, the "California Merger Documents") in such form as is required by, and executed in accordance with, the CGCL. The Merger shall become effective (the "Effective Time") when the California Merger Documents have been filed with the California Secretary of State or at such later time as shall be agreed upon by SYS and Antin and specified in the California Merger Documents. Prior to the filings referred to in this Section 1.2, a closing (the "Closing") shall be held at the offices of SYS's counsel, Luce, Forward, Hamilton & Scripps LLP ("Luce Forward"), 600 West Broadway, Suite 2600, San Diego, California 92101, or such other place as the parties may agree on, as soon as practicable (but in any event within ten business days) following the date upon which all conditions set forth in Article IV have been satisfied or waived, or at such other date as SYS and Antin may agree, provided that the conditions set forth in Article VI have been satisfied or waived at

or prior to such date. The date on which the Closing takes place is referred to herein as the "Closing Date." For all purposes, the Closing shall be effective as of 8:00 a.m., Pacific Standard Time, on January 3, 2005.

1.3 *Effects of the Merger.* At and after the Effective Time, the separate existence of Antin will cease, and Subcorp as the Surviving Corporation and successor shall succeed to all the rights and property of Subcorp and Antin, and shall be subject to all the debts and liabilities of Subcorp and Antin except as otherwise expressly provided in reference to this Agreement.

1.4 *Articles of Incorporation and Bylaws.* The Articles of Incorporation of Subcorp, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation of the Surviving Corporation and the Bylaws of Subcorp, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation, in each case until amended in accordance with the CGCL.

ARTICLE II
CONVERSION OF SECURITIES AND ESCROW

2.1 *Merger Consideration:* Conversion of Capital Stock. At the Effective Time, by virtue of the Merger and without any action on the part of SYS, Subcorp or Antin or their respective stockholders, each share of Antin Capital Stock issued and outstanding immediately prior to the Effective Time shall be converted into, and shall represent the right to receive, that portion of the aggregate amount of up to $2,100,000 (such aggregate amount, the "Merger Consideration"), to which such share is entitled, with $360,000 payable in cash (the "Cash Consideration"), and up to $1,740,000, payable in the form of up to 696,000 shares of restricted SYS Common Stock (valued at $2.50 per share) (the "Stock Consideration"). The Merger Consideration shall be paid and allocated and distributed among the Stockholders as set forth on Schedule 2.1.

2.2 *Subcorp Stock.* Each share of capital stock of Subcorp outstanding at the Effective Time shall remain issued and outstanding following the Effective Time.

2.3 *Fractional Shares; Adjustments.*

2.3.1 No certificates for fractional SYS Common Shares shall be issued as a result of the conversion provided for in Section 2.1, and such fractional share interests will not entitle the owner thereof to vote or have any rights of a holder of SYS Common Shares.

2.3.2 In lieu of any such fractional SYS Common Shares, the holder of a certificate or certificates (the "Certificates") that immediately prior to the Effective Time represented outstanding shares of Antin Capital Stock whose shares were converted into the right to receive the Merger Consideration pursuant to Section 2.1, upon presentation of such fractional interest represented by an appropriate Certificate for Antin Capital Stock to SYS, shall be entitled to receive a cash payment therefore, in an amount equal to the value of such fractional interest, with an SYS Common Share being valued for this purpose as described in Section 2.1. Such payment with respect to fractional shares is intended to avoid the expense and inconvenience of issuing fractional shares and to provide a mechanical rounding off of, and is not a separately bargained for, consideration. If more than one Certificate shall be surrendered for the account of the same holder, the number of shares of Antin Capital Stock for which Certificates have been surrendered shall be appropriately adjusted to provide to the Stockholders the same economic effect as contemplated by this Agreement. The fractional share interests of each Stockholder will be aggregated, and no Stockholder will receive cash in an amount greater than the value of one full SYS Common Share for such fractional share interest.

2.4 *Exchange of Certificates.*

2.4.1 *Exchange at Closing and at the Effective Time and Possible Subsequent Delivery of SYS Shares.* At the Closing, each Antin Stockholder shall deliver (i) the Certificate or Certificates representing such Antin Stockholder's shares of Antin Capital Stock (or affidavits of lost certificates in lieu :hereof), duly endorsed in blank or accompanied by stock powers duly executed in blank and (ii) fully executed stock powers (medallion guaranteed) with respect to that Stockholder's shares of SYS Common Stock which are to be deposited with the Escrow Agent, and in exchange for such delivery shall receive as soon as possible after the Effective Time (i) the Cash Consideration to which such Antin Stockholder is entitled as set forth on Schedule 2.1, and (ii) the Stock Consideration to which such Antin Stockholder is entitled as set forth on Schedule 2.1, payable by delivery of a single stock certificate naming the Escrow Agent as the holder thereof. Subsequent to the Effective Time, SYS shall deliver to the Stockholders and to Escrow such additional Stock Consideration to which the Stockholders may be entitled pursuant to Schedule 2.1.

2.4.2 *Distributions with Respect to Unexchanged Shares.* Notwithstanding any other provisions of this Agreement, no dividends or other distributions declared or made after the Effective Time with respect to SYS Common Shares having a record date after the Effective Time shall be paid to the holder of any unsurrendered Certificate, no cash payment as part of the Merger Consideration and no cash payment of interest or in lieu of fractional shares shall be paid to any such holder, until the holder shall surrender such Certificate (or affidavit) as provided in this Section 2.4. Subject to the effect of all applicable constitutions, laws, statutes, treaties, orders, rules, regulations, ordinances, notices, approvals, policies or guidelines promulgated, or judgments, decisions, decrees, or orders of any Governmental Authority collectively, "Applicable Laws"), following surrender of any such Certificate, there shall be paid to the holder of the Merger Consideration issued in exchange therefor, without interest, (i) at the time of such surrender, the amount of dividends or other distributions with a record date after the Effective Time theretofore payable with respect to such whole SYS Common Shares and not paid, less the amount of any withholding taxes that may be required thereon, and (ii) at the appropriate payment date subsequent to surrender, the amount of dividends or other distributions with a record date after the Effective Time but prior to surrender and a payment date subsequent to surrender payable with respect to such whole SYS Common Shares, less the amount of any withholding taxes which may be required thereon.

2.4.3 *No Further Ownership Rights in Antin Capital Stock.* All Merger Consideration issued and/or paid upon surrender of Certificates (or affidavit) in accordance with the terms hereof (including any cash paid pursuant to this Article II) shall be deemed to have been issued and/or paid in full satisfaction of all rights pertaining to such shares of Antin Capital Stock represented thereby, and, as of the Closing, the stock transfer books of Antin shall be closed and there shall be no further registration of transfers on the stock transfer books of Antin of shares of Antin Capital Stock outstanding immediately prior to the Closing. If, after the Closing, Certificates are presented to Antin or the Surviving Corporation for any reason, they shall be cancelled.

2.4.4 *No Liability.* Neither SYS nor the Surviving Corporation shall be liable to any person in respect of any Merger Consideration (on dividends, distributions, or interest with respect thereto) delivered to a public official pursuant to any applicable abandoned property, escheat or similar law. If any Certificates shall not have been surrendered prior to seven years after the Effective Time or immediately prior to such earlier date on which any Merger Consideration (or any dividends, distributions, or interest with respect thereto) would otherwise escheat to or become the property of any Governmental Authority, any such Merger Consideration (or dividends, distributions, or interest with respect thereto) shall, to the extent permitted by Applicable Law, become the property of SYS, free and clear of all claims or interest of any person previously

entitled thereto. For purposes of this Agreement, "Governmental Authority" means any (A) nation, region, state, county, city, town, village, district or other jurisdiction, (B) federal, state, local, municipal, foreign or other government, (C) federal, state, local municipal, foreign or multi-national court, arbitral tribunal, administrative agency or commission, (D) other governmental, quasi-governmental, public, or regulatory body, agency, instrumentality or authority of any nature, (E) multi-national organization, (F) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power of any nature or (G) official of any of the foregoing.

2.4.5 *Withholding Rights.* Each of the Surviving Corporation and SYS shall be entitled to deduct and withhold from the Cash Consideration otherwise payable pursuant to this Agreement to any holder of shares of Antin Capital Stock, such amounts as it is required to deduct and withhold with respect to the making of such payment or any other payment by Antin, the Surviving Corporation or SYS, under the United States Internal Revenue Code of 1986, as amended (the "Code") or any provision of state, local or foreign Tax law. To the extent that amounts are so withheld by the Surviving Corporation or SYS, as the case may be, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the holder of the shares of Antin Capital Stock in respect of which such deduction and withholding was made by the Surviving Corporation or SYS, as the case may be. Any Tax withheld by SYS or the Surviving Corporation shall be paid by SYS or the Surviving Corporation, as the case may be, to the appropriate Governmental Authority when due in accordance with Applicable Law; and SYS or the Surviving Corporation, as the case may be, shall within 30 days of the payment of such Tax deliver to the holder of the shares of Antin Capital Stock evidence reasonably satisfactory to such holder that payment was duly remitted to the appropriate Governmental Authority. The parties hereto anticipate that no Stock Consideration and substantially all of the Cash Consideration will be withheld and paid to Governmental Authorities pursuant to this Section 2.4.5. Any Cash Consideration which is not so withheld shall be distributed at Closing in accordance with Schedule 2.1.

2.4.6 *Restrictive Legend.* Each certificate evidencing SYS Common Shares issued pursuant to this Agreement shall bear the following legend in conspicuous type:

> THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR REGISTERED OR QUALIFIED UNDER ANY STATE SECURITIES LAWS. THE SHARES MAY NOT BE SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR QUALIFICATION WITHOUT AN OPINION OF COUNSEL SATISFACTORY TO THE CORPORATION THAT SUCH REGISTRATION OR QUALIFICATION IS NOT REQUIRED.

2.5 *Escrow Accounts.*

2.5.1 *Escrow Agreement.* On or prior to the Closing Date, SYS and the Stockholders shall establish an escrow at Union Bank of California, N.A. (the "Escrow Account"), by the execution and delivery of an Escrow Agreement substantially in the form attached as Exhibit A hereto (the "Escrow Agreement").

2.5.2 *Deposit of Escrow Consideration.* As soon as possible after the Effective Time, SYS shall deliver to the Escrow Agent, for immediate deposit into the Escrow Account, 220,000 shares of restricted SYS Common Stock, to be allocated among the Stockholders in accordance with Schedule 2.1, by delivery of one certificate issued in the name of the Escrow Agent as Escrow Agent, accompanied if requested by the Escrow Agent by stock powers duly endorsed in blank by the Antin Stockholders. Any such endorsement shall be medallion guaranteed. Such shares shall constitute part of the "Escrow Consideration," which may also be referred to herein as the

"Escrow Stock Consideration." Any remaining part of the Escrow Consideration, which may consist of up to 128,000 shares of restricted SYS Common Stock, shall be determined in accordance with Schedule 2.1 and shall be delivered by SYS to the Escrow Agent upon the later of the approval of the listing of shares to be issued by SYS in the Merger by the American Stock Exchange on delivery of the Closing Date Balance Sheet to the Stockholders by SYS and shall be allocated to Miller in accordance with Schedule 2.1.

2.5.3 *Disbursement of Merger Consideration.* All of the Escrow Consideration deposited in the Escrow Account shall be available, in accordance with this Agreement and the Escrow Agreement, to secure, and to provide recourse for, the rights of SYS as described in Schedule 2.1 and to provide recourse to SYS for any breach of the representations and warranties of the Antin Stockholders under Article IV hereof and pursuant to Article VIII hereof, and shall be paid to the Antin Stockholders only in accordance with and subject to the terms and conditions set forth herein and in the Escrow Agreement.

2.6 *Internal Revenue Code Election.* At its option, following the Closing Date SYS may make an election under Section 338 of the Internal Revenue Code of 1986, as amended, with regard to the Merger, provided that such election has no adverse effect upon any of the Antin stockholders.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SYS

In order to induce Antin and the Stockholders to enter into this Agreement, SYS hereby represents and warrants to Antin and the Stockholders that the statements contained in this Article III are true, correct and complete, except as otherwise expressly set forth in this Article III as of the date hereof unless another date is expressly stated below.

3.1 *Organization and Standing.* SYS and each subsidiary of SYS is a corporation duly organized, validly existing and, where applicable, in good standing under the laws of its state of incorporation with corporate power and authority to own, lease, use and operate its properties and to conduct its business as and where now owned, leased, used, operated and conducted. Each of SYS and each subsidiary of SYS is duly qualified to do business and in good standing in each jurisdiction in which the nature of the business conducted by it or the property it ovens, leases or operates, requires it to so qualify, except where the failure to be so qualified or in good standing in such jurisdiction would not have a Material Adverse Effect on SYS and its subsidiaries taken as a whole. SYS is not in default in the performance, observance or fulfillment of any provision of the SYS Articles of Incorporation, as amended (the "SYS Articles"), or the SYS Amended and Restated Bylaws, as amended, as in effect on the date hereof (the "SYS Bylaws"). SYS has heretofore furnished to the Stockholders complete and correct copies of the SYS Articles and the SYS Bylaws.

3.2 *Corporate Power and Authority.* Each of SYS and Subcorp has all requisite corporate power and authority to enter Lao and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by SYS and Subcorp have been duly authorized by all necessary corporate action on the part of SYS and Subcorp. This Agreement has been duly executed and delivered by SYS and Subcorp and constitutes the legal, valid and binding obligation of SYS and Subcorp enforceable against each of them in accordance with its terms, except to the extent that such enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights generally or by general equitable principles.

3.3 *Conflicts; Consents and Approvals.* Neither the execution and delivery of this Agreement by SYS and Subcorp nor the consummation of the transactions contemplated hereby or thereby will:

3.3.1 conflict with, or result in a breach of any provision of, the SYS Articles or the SYS Bylaws or the governing documents of any subsidiary of SYS;

3.3.2 materially violate, or conflict with, or result in a material breach of any provision of, or constitute a material default (or an event that, with the giving of notice, the passage of time or otherwise, would constitute a default) under, or entitle any party (with the giving of notice, the passage of time or otherwise) to terminate, accelerate, modify or call a material default under, or result in the creation of any material Encumbrance upon any of the properties or assets of SYS or any of its subsidiaries under, any of the terms, conditions or provisions of any material note, bond, mortgage, indenture, deed of trust, license, contract, undertaking, agreement, lease or other instrument or obligation to which SYS or any of its subsidiaries is a party (for purposes of this Agreement, "Encumbrance" means any charge, claim, mortgage, servitude, easement, right of way, equitable interest, lease or other possessory interest, conditional sale or other title retention arrangement, lien, pledge, security interest, preference, priority, right of first refusal or similar restriction);

3.3.3 materially violate any (i) order, writ, injunction, decree, statute, ruling, assessment, or arbitration or award of any Governmental Authority or (ii) Applicable Laws relating to SYS or any of its subsidiaries or their respective properties or assets; or

3.3.4 require any action or consent or approval of, or review by, or registration or filing by SYS or any of its affiliates with, any third party or any Governmental Authority, other than registrations or other actions required under federal and state securities laws as are contemplated by this Agreement.

3.4 *Actions.* There is no Action against SYS or Subcorp which questions the validity of this Agreement or any action taken or to be taken pursuant hereto. For purposes of this Agreement, "Action" means any action, arbitration, audit, examination, suit, proceeding, hearing or litigation, whether formal or informal, and whether nubile or private, commenced, brought, conducted or heard by or before, pending or threatened, or otherwise. Since July 1, 2000, neither SYS nor any of its subsidiaries has been subject to any order, writ. injunction or decree relating to its method of doing business or its relationship with past, existing or future users or purchasers of any goods or services.

3.5 *Financial Ability.* SYS will have a sufficient number of SYS Common Shares and sufficient cash funds to pay the Merger Consideration.

3.6 *Capitalization of SYS.*

3.6.1 The authorized capital stock of SYS consists of 48,000,000 common shares (the "SYS Common Stock"), 250,000 preferred shares (the "SYS Preferred Stock"), and 2,000,000 preference shares (the "SYS Preference Stock"). At the date of this Agreement, (i) 8,161,566 shares of SYS Common Stock are issued and outstanding, (ii) 2,038,840 shares of SYS Common Stock are reserved for issuance upon the exercise or conversion of options, warrants or convertible securities granted or issuable by SYS, not including SYS's Stock Option and Stock Purchase Plans, (iii) 3,708,219 shares of SYS Common Stock are reserved for issuance under SYS's Stock Option and Stock Purchase Plans, (iv) no shares of SYS Preferred Stock are issued and outstanding, and (v) no shares of SYS Preference Stock are issued and outstanding. The SYS Common Stock, the SYS Preferred Stock, and the SYS Preference Stock are referred to herein collectively as the "SYS Capital Stock." Each outstanding share of SYS Capital Stock is duly authorized and validly issued, fully paid and nonassessable and has not been issued in violation of any preemptive or similar rights. The issuance and sale of all of the shares of SYS Capital Stock described in this

Section 3.6.1 have been in compliance in all material respects with applicable federal ,:rid state securities laws.

3.7 *Brokerage and Finders' Fees.* Neither SYS nor any stockholder, director, officer or employee thereof, has incurred or will incur on behalf of SYS or any of its affiliates, any brokerage, finders' or similar fee in connection with the transactions contemplated by this Agreement.

3.8 *Board Recommendation; Required Vote.* The board of directors of each of Subcorp and SYS, at a meeting duly called and held, has by majority vote of those directors present and constituting a quorum of the directors then in office determined that this Agreement and the transactions contemplated hereby, are fair to and in the best interests of Subcorp, SYS, and the SYS Stockholders. No vote of any holder of SYS Capital Stock is required under the SYS Articles, SYS Bylaws or Applicable Law with respect to this Agreement or the transactions contemplated hereby.

3.9 *SYS SEC Documents.* SYS has filed with the U.S. Securities and Exchange Commission (the "Commission") all forms, reports, schedules, statements and other documents (including exhibits and other information incorporated therein) required to be filed by it since July 1, 2003 under the Securities Act of 1933, as amended (the "Securities Act"), or the Securities Exchange Act of 1934, as amended (the "Exchange Act") (such documents, as supplemented and amended since the time of filing, collectively, the "SYS SEC Documents"). No subsidiary of SYS is required to file any form, report, registration statement, prospectus or other document with the Commission. To the Knowledge of SYS, the SYS SEC Documents, including, without limitation, any financial statements or schedules included in the SYS SEC Documents, at the time filed (and, in the case of registration statements and proxy statements, on the dates of effectiveness and the dates of mailing, respectively and, in the case of any SYS SEC Document amended or superseded by a filing prior to the date of this Agreement, then on the date of such amending or superseding filing): (a) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading and (b) complied in all material respects with the applicable requirements of the Exchange Act and the Securities Act, as the case may be. The financial statements of SYS (including the related notes) included in the SYS SEC Documents at the time filed (and, in the case of registration statements and proxy statements, on the dates of effectiveness and the dates of mailing, respectively, and, in the case of any SYS SEC Document amended or superseded by a filing prior to the date of this Agreement, then on the date of such amending or superseding filing) complied in all material respects with applicable accounting requirements and with the published rules and regulations of the Commission with respect thereto, were prepared in accordance with generally accepted accounting principles applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto or, in the case of unaudited statements, as permitted by Form 10-QSB of the Commission), and fairly present (subject, in the case of unaudited statements, to normal, recurring audit adjustments not material in amount) in all material respects the consolidated financial position of SYS and its consolidated subsidiaries as at the dates thereof and the consolidated results of their operations and cash flows for the periods then ended. Since July 1, 2003, SYS has maintained its books of account in accordance in all material respect with Applicable Law and all books and records are complete and correct in all material respects, fairly and accurately reflect the income, expenses, assets and liabilities of SYS and its subsidiaries in all material respects, including the nature thereof and the transactions giving rise thereto, and provide a fair and accurate basis for the preparation of the financial statements of SYS included in the SYS SEC Documents.

3.10 *Books and Records.* Since July 1, 2003, SYS and its subsidiaries have, in all material respects, maintained their minute books, stock books, stock ledgers, quota registers and other local equivalents in accordance in all material respects with Applicable Law, sound business practices and the requirements of Section 13(b)(2) of the Exchange Act, including the maintenance of an adequate system of internal controls. The minute books of SYS and its subsidiaries contain accurate and

complete records of all proceedings, consents and meetings held of, and corporate action taken by, their stockholders, the boards of directors, and committees of the boards of director;,, and other governing bodies, as applicable, and no meeting of any such stockholders, board of directors, committee or other governing body has been held for which minutes have not been prepared and are not contained in such minute books. The books of account of SYS and its subsidiaries are complete and correct in all material respects, have been maintained in accordance with Applicable Law, fairly and accurately reflect the income, expenses, assets and liabilities of SYS and its subsidiaries, including the nature thereof and the transactions giving rise thereto, and provide a fair and accurate basis for the preparation of the SYS financial statements set forth in the SYS SEC Documents. The signatures appearing on all documents contained in such books of account are the true signatures of the persons purporting to have signed the same.

3.11 *No Undisclosed Liabilities.* Except (a) as and to the extent disclosed or reserved against on the audited balance sheet of SYS as of June 30, 2004 or the unaudited balance sheet of SYS as of September 24, 2004, or (b) as incurred after the date thereof in the ordinary course of business consistent with past practice, SYS and its subsidiaries do not have any liabilities or obligations of any nature, whether known or unknown, absolute, accrued, contingent, choate, inchoate or otherwise and whether due or to become due, that, individually or in the aggregate, have or would reasonably be expected to have a Material Adverse Effect on SYS and its subsidiaries taken as a whole.

3.12 *No Material Adverse Change.* Since September 30, 2004, there has been no material adverse change in the assets, liabilities, results of operations, business prospects, or financial condition of SYS or any event, occurrence or development that would reasonably be expected to have a Material Adverse Effect on SYS and its subsidiaries taken as a whole.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF STOCKHOLDER

In order to induce SYS to enter into this Agreement, (i) Miller hereby represents and warrants to SYS that the statements contained in this Article IV are true, correct and complete, and (ii) with regard to Sections 4.4, 4.6, 4.8, 4.9, 4.10, 4.12, 4.14, 4.15, 4.16, 4.17, 4.21, 4.22, 4.24, 4.26, 4.27, 4.28, 4.29, and 4.30 the Stockholders jointly and severally represent and warrant to SYS that the statements contained therein are true, correct, and complete, in each case except as otherwise expressly set forth in this Article IV or in the disclosure schedule previously delivered by the Stockholders to SYS and incorporated herein by reference (the "Antin Disclosure Schedule"), as of the date hereof and as of the Closing Date unless another date is expressly stated below or in the Antin Disclosure Schedule.

4.1 *Organization and Standing.* Antin is a corporation duly organized and validly existing under the laws of the State of California with full corporate power and authority to own, lease, use and operate its properties and to conduct its business as and where now owned, leased, used, operated and conducted. Antin is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the nature of the business conducted by it or the property it owns, leases, uses, or operates requires it to so qualify, be licensed or be in good standing except where the failure to be so qualified, licensed or in good standing in such jurisdiction would not have a Material Adverse Effect on Antin or its business or properties taken as a whole. Antin is not in default in the performance, observance or fulfillment of any provision of its Articles of incorporation (the "Antin Articles") or its Bylaws (the "Antin Bylaws"), as in effect on the date hereof. Antin has previously furnished to SYS complete and correct copies of the Antin Articles and the Antin Bylaws, each as in effect on the date hereof. Listed in Section 4.1 in the Antin Disclosure Schedule is each jurisdiction in which Antin is qualified or licensed to do business and whether Antin is in good standing in each applicable jurisdiction as of the date of the Agreement.

4.2 *Subsidiaries.* Antin does not own, directly or indirectly, any equity or other ownership interest in any corporation, partnership, joint venture or other entity or enterprise. Antin is not subject to any obligation or requirement to provide funds to or make any investment (in the form of a loan, capital contribution or otherwise) in any person.

4.3 *Power and Authority.* This Agreement has been duly executed and delivered by Antin and the Stockholders and constitutes the legal, valid and binding obligation of Antin and the Stockholders, enforceable against each of them in accordance with its terms, except to the extent that such enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights generally or by general equitable principles.

4.4 *Capitalization of Antin.* The authorized capital stock of Antin consists of 2,000,000 common shares (the "Antin Common Stock"). At the date of this Agreement, (i) 15,384.61 shares of Antin Common Stock are issued and outstanding, and (ii) no shares of Antin Common Stock are reserved for issuance upon the exercise or conversion of options, warrants or convertible securities. The Antin Common Stock is also referred to herein the "Antin Capital Stock." Each outstanding share of Antin Capital Stock is duly authorized and validly issued, fully paid and nonassessable, and has not been issued in violation of any preemptive or similar rights.

4.4.1 As of the date hereof, other than as set forth in clause 4.4(ii) above, there are no outstanding subscriptions, options, warrants, puts, calls, agreements, understandings, claims or other commitments or rights of any type relating to the issuance, sale, repurchase or transfer by Antin of any securities of Antin, nor are there outstanding any securities which are convertible into or exchangeable for any shares of Antin Capital Stock, and Antin has no obligation of any kind to issue any additional securities or to pay for or repurchase any securities of Antin or any predecessor. Set forth in Section 4.4.1 of the Antin Disclosure Schedule is an accurate and complete list of the names of all holders of Antin Capital Stock, and the number and class of shares held by each such Antin stockholder. Set forth in Section 4.4.1 of the Antin Disclosure Schedule is an accurate and complete list of the names of all holders of options, warrants or convertible instruments to purchase Antin Capital Stock, the number of shares issuable to each such holder upon exercise of such option or warrant, and the exercise price and vesting schedule with respect thereto.

4.4.2 Antin has not agreed to register any securities of Antin under the Securities Act or under any applicable securities law or granted registration rights to any person or entity.

4.5 *Conflicts; Consents and Approvals.* Neither the execution and delivery of this Agreement by Antin and the Stockholders, nor the consummation of the transactions contemplated hereby will:

4.5.1 conflict with, or result in a breach of any provision of, the Antin Articles or the Antin Bylaws,

4.5.2 violate or conflict with, or result in a bleach of any provision of, or constitute a default (or an event that, with the giving of notice, the passage of time or otherwise, would constitute a default) under, or entitle any party (with the giving of notice, the passage of time or otherwise) to terminate, accelerate, modify or call a default under, or result in the creation of any Encumbrance upon any of the properties or assets of Antin under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, deed of trust, license, contract, undertaking, agreement, lease or other instrument or obligation to which any Stockholder or Antin is a party, including without limitation, any Contract;

4.5.3 violate any (i) order, writ, injunction, decree, ruling, assessment, arbitration, or award of any Governmental Authority or arbitrator or (ii) Applicable Laws relating to any Stockholder or to Antin or any of its properties or assets; or

4.5.4 require any action or consent or approval of, or review by, or registration or filing by any Stockholder or Antin or any of its affiliates with, any third party or any Governmental Authority.

4.6 *Brokerage and Finders' Fees.* Neither Antin nor any stockholder, director, officer or employee thereof, has incurred or will incur on behalf of Antin or any Stockholder, any brokerage, finders' or similar fee in connection with the transactions contemplated by this Agreement.

4.7 *Books and Records; Financial Statements.*

4.7.1 From its date of incorporation, the minute books, stock books and stock ledgers of Antin (the "Books of Account") have been maintained, in all respects, in accordance with Applicable Law. The signatures of Antin personnel appearing on all documents contained in such Books of Account are the true signatures of the persons purporting to have signed the same, and complete and correct copies of such Books of Account have been provided to SYS.

4.7.2 Attached to Section 4.7.2 of the Antin Disclosure Schedule, as previously delivered to SYS, are complete and correct copies of (i) the unaudited balance sheet of Antin as of September 30, 2004, and the related statements of income and sources and uses of cash for the 9-month period then ended and (ii) the unaudited balance sheet of Antin as of December 31, 2003, and the related statements of income and sources and uses of cash for the 12-month period then ended (collectively, the "Antin Financial Statements"). The Antin Financial Statements (including the related notes) were prepared in accordance with generally accepted accounting principles applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and fairly present (subject, in the case of unaudited statements, to normal, recurring audit adjustments not material in amount and to the absence of footnotes) in all material respects the consolidated financial position of Antin and its consolidated subsidiaries as at the dates thereof and the consolidated results of their operations and cash flows for the periods then ended.

4.8 *Compliance with Law.* Except with respect to Applicable Laws discussed elsewhere in this Article IV, Antin is in compliance, in all respects, and at all times since January 1, 2002, has been in compliance, in all respects, with all Applicable Laws relating to Antin or its businesses or properties, except where the failure to be in compliance with such Applicable Laws (individually or in the aggregate) would not have a Material Adverse Effect on Antin, or where such noncompliance has been cured and is reasonably expected to have no material impact on the future business or operations of Antin. Antin has received no written notice of any pending investigation or review by any Governmental Authority with respect to Antin and no such investigation or review is threatened, nor as any Governmental Authority indicated an intention to conduct the same.

4.9 *Actions.* Section 4.9 in the Antin Disclosure Schedule sets forth each instance in which Antin has received written notice of an Action pending and each instance in which, to the Knowledge of the Stockholders, any Action is threatened against Antin. Since January 1, 2004, Antin has not received written notice of Antin being subject to any order, writ, injunction or decree relating to its method of doing business or its relationship with past, existing or future users or purchasers of any goods or services.

4.10 *No Material Adverse Change.* Since January 1, 2004, there has been no material adverse change in the assets, liabilities, results of operations, business prospects, or financial condition of Antin or any event, occurrence or development that would reasonably be expected to have a Material Adverse Effect on Antin.

4.11 *Taxes.*

4.11.1 With regard to federal and state taxes:

(i) Antin has filed all Tax Returns (including, but not limited to, those filed on a consolidated, combined or unitary basis) required to have been filed by Antin prior to the date hereof;

(ii) All such Tax Returns referred to in clause 4.11.1(i) above were true and correct (except for such inaccuracies which are individually, and in the aggregate, not material) and Antin has paid or, prior to the Closing Date, will pay within the time and manner prescribed by Applicable Law, all Taxes, interest and penalties required to be paid in respect of the periods covered by such Tax Returns due to any federal, state, foreign, local or other Tax authority;

(iii) Antin has no liability for Taxes that is in excess of the amount reserved on the Antin Financial Statements;

(iv) Antin has not requested or filed any document having the effect of causing any extension of time within which to file any returns in respect of any fiscal year which have not since been filed;

(v) Antin has not received written notice of any currently due and payable deficiency for any Tax from any Tax authority;

(vi) Antin has not received written notice that it is the subject of any currently ongoing Tax audit;

(vii) As of the date of this Agreement, Antin has not received written notice from any Tax authority of any pending requests for waivers of the time to assess any Tax, other than those made in the ordinary course and for which payment has been made;

(viii) Antin has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency;

(ix) There are no recorded Encumbrances with respect to Taxes upon any of the properties or assets, real or personal, tangible or intangible of Antin (other than hens for Taxes not yet due and/or delinquent); and

(x) No written claim has ever been received by Antin from a Governmental Authority in a jurisdiction where Antin files Tax Returns that Antin is or may be subject to taxation by that jurisdiction.

4.11.2 Antin is not obligated by any Contract, agreement or other arrangement to indemnify any other person with respect to Taxes. Antin is not now or has ever been a party to or bound by any agreement or arrangement (whether or not written and including, without limitation, any arrangement required or permitted by law) binding Antin that (i) requires Antin to make any Tax payment to or for the account of any other person, (ii) affords any other person the benefit of any net operating loss, net capital loss, investment Tax credit, foreign Tax credit, charitable deduction or any other credit or Tax attribute which could reduce Taxes (including, without limitation, deductions and credits related to alternative minimum Taxes) of Antin, or (iii) requires or permits the transfer or assignment of income, revenues, receipts or gains to Antin, from any other person.

4.11.3 Except as set forth in Section 4.11.3 of the Antin Disclosure Schedule, Antin has withheld and paid over all Taxes required to have been withheld and paid over in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party.

4.11.4 Antin has not agreed to make, or has received any written notice from the Internal Revenue Service proposing that Antin make, any adjustments pursuant to Sections 263A or 481(a) of the Code or any similar provision of state, local or foreign law by reason of a change in accounting method initiated by Antin, and Antin has no application pending with any Governmental Authority requesting permission for any changes in accounting methods that relate to the business or operations of Antin.

4.11.5 Antin has not requested any private letter ruling of the Internal Revenue Service or comparable ruling of other Governmental Authorities.

4.11.6 The Tax Returns of Antin for the years ended 2002 and 2001, complete and correct copies of which are attached to Section 4.11.6 of the Antin Disclosure Schedule, list all deductions giving rise to any current-year Tax loss set forth on the applicable Tax Returns and the amount of each such Tax loss in each jurisdiction. Antin has not yet filed its tax return for fiscal 2003.

4.11.7 Except for the group for which Antin is presently a member, if any, Antin has never been a member of an affiliated group of corporations, within the meaning of Section 1504 of the Code, other than as a common parent corporation, within the meaning of Section 1504 of the Code (or any similar provision of state or local law), except where Antin was the common parent corporation of such affiliated group.

4.11.8 Antin has no liability for the Taxes of any person other than any of Antin under Regulation Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise.

4.11.9 All elections with respect to the Tax Returns are reflected in the Tax Returns.

4.11.10 Antin is not or has not been, a United States real property holding corporation (as defined in section 897(c)(2) of the Code) during the applicable period specified in section 897(c)(1)(A)(ii) of the Code.

4.11.11 Antin is nor or has nor been a party to any joint venture., partnership, or other agreement that would be treated as a partnership for U.S. federal income tax purposes.

4.11.12 Antin has not participated in an international boycott as defined in Section 999 of the Code (or any similar provision of state, local or foreign law).

4.11.13 As used in this Agreement, "Tax Returns" means all federal, state, local and foreign Tax returns, declarations, schedules, information returns, reports and forms, and any amendments to any of the foregoing relating to Taxes, required to be filed with any Governmental Authority responsible for the imposition or collection of Taxes.

4.11.14 As used in this Agreement, "Tax" or "Taxes" means (i) any federal, state, county, local or foreign taxes, charges, fees, levies or other assessments, including all net income, gross income, premium, sales and use, ad valorem, transfer, gains, profit, windfall profits, excise, franchise, real and personal property, gross receipts, capital stock, production, business and occupation, employment, disability, payroll, license, estimated, customs duties, severance or withholding taxes, other taxes or similar charges of any kind imposed by a Governmental Authority and includes any interest and penalties (civil or criminal) on or additions to any such taxes or in respect of a failure to comply with any requirement relating to any Tax Return and any expenses incurred in connection with the determination, settlement or litigation of any tax liability.

4.12 *Intellectual Property.*

4.12.1 Set forth in Section 4.12.1 of the Antin Disclosure Schedule is an accurate and complete list of (i) all foreign and domestic patents, patent applications, invention disclosures, trademarks, service marks, trade names, internet domain names (and any registrations or

applications for registration for any of the foregoing trademarks, service marks, trade names and internet domain names) and all copyright applications and registrations and all other material Intellectual Property rights owned by Antin, and (ii) all agreements with respect to which Antin received gross revenue of at least US$5,000 during the 12-month period from January 1, 2004 to December 31, 2004, which concern any of its Intellectual Property.

4.12.2 With regard to Intellectual Property:

(i) To Antin's Knowledge, Antin owns, free and clear of any Encumbrances, or has sufficient rights to, the Intellectual Property to use it as currently used by Antin;

(ii) No written claim of invalidity or ownership with respect to the Intellectual Property has been received by Antin from any third party and to Antin's Knowledge no Intellectual Property is the subject of any pending or threatened Action;

(iii) To Antin's Knowledge, no person or entity has asserted that, with respect to any Intellectual Property, Antin or any licensee of Antin is infringing or has infringed any domestic or foreign patent, trademark, service mark, trade name, or copyright or design right, or has misappropriated or improperly used or disclosed any trade secret, confidential information or know-how;

(iv) All fees, annuities, royalties, honoraria and other payments which are due from Antin on or before the date of this Agreement for any of the Intellectual Property have been paid;

(v) To Antin's Knowledge, except as limited by the terms of any license relating thereto, the making, using, selling, manufacturing, marketing, licensing, reproduction, distribution, disposal, modification, display, transmission or publishing of any process, machine, manufacture, composition of matter, or material related to any part of the Intellectual Property, does not and will not infringe in any material respect any domestic or foreign patent, trademark, service mark, trade name, copyright, moral right or other intellectual property right of any third party, and does not and will not involve the misappropriation or improper use or disclosure of any trade secrets, confidential information or know-how of any third party;

(vi) To Antin's Knowledge, no unexpired foreign or domestic patents or patent applications exist that are adverse to the interests of Antin;

(vii) To Antin's Knowledge, there exists no (A) prior act of Antin or any third party that would void or invalidate any of the Intellectual Property or (B) conduct or use by Antin or any third party that would void or invalidate any of the Intellectual Property; and

(viii) The execution, delivery and performance of this Agreement by the Stockholders, and the consummation of the transactions contemplated hereby, will not materially breach, violate or conflict with any instrument or agreement relating to the Intellectual Property to which Antin is a party, will not cause the forfeiture or termination or give rise to a right of forfeiture or termination of any of the Intellectual Property or in any way impair the right of Antin, to make, use, sell, license or dispose of, distribute, modify, display or transmit or to bring any action for the infringement of, any Intellectual Property.

4.12.3 Antin has taken commercially reasonable steps to safeguard and maintain the secrecy and confidentiality of (i) all trade secrets and (ii) to the extent required by Applicable Law, patent applications and their related inventions prior to the issuance of a patent registration contained in the Intellectual Property.

4.12.4 As used in this Agreement, "Intellectual Property" means all domestic or foreign patents, patent applications, inventions (whether or not patentable), processes, products, technologies, discoveries, copyrightable and copyrighted works, apparatus, trade secrets, trademarks, logos, know-how, internet domain names, copyrights, trademark registrations and applications, service marks, service mark registrations and applications, trade names, trade dress, copyright registrations, customer lists, marketing and customer information, licenses, technical information (whether confidential or otherwise), software, and all documentation thereof, in each case that is owned by, or licensed to Antin (other than third-party "click wrap or "shrink wrap" software licenses, as to which Antin makes no representations or warranties) on the date hereof.

4.13 *Title to Assets and Properties.* Antin has good, valid, and marketable title to, or a valid leasehold interest in, and unrestricted possession (other than under the terms of relevant leases) of, the assets and properties used by Antin, located on its premises or shown on the Antin Financial Statements, free and clear of all Encumbrances, except for assets and properties disposed of in the ordinary course of business since November 30, 2004.

4.14 *Employee Benefit Plans.*

4.14.1 With respect to each Antin Plan, Antin has made available to SYS a substantially correct and complete copy of the following (where applicable): (i) each writing constituting a part of such Antin Plan, including without limitation all plan documents, benefit schedules, trust agreements, and insurance contracts and other funding vehicles; (ii) the three most recently filed Annual Reports (Form 5500 Series) and accompanying schedules, if any; (iii) the current summary plan description, if any; (iv) the most recent annual financial report, if any; and (v) the most recent determination letter from the Internal Revenue Service, if any.

4.14.2 The Internal Revenue Service has issued a favorable determination letter with respect to each Antin Plan that is intended to be a Qualified Plan and, to the Knowledge of the Stockholders, there are no existing circumstances or any events that have occurred that could adversely affect the qualified status of any Antin Plan that is a Qualified Plan or the related trust.

4.14.3 All contributions required to be made by Antin to any Antin Plan by Applicable Laws or by any Antin Plan document or other contractual undertaking, and all premiums due or payable with respect to insurance policies funding any Antin Plan, for any period through the date hereof, have been made or paid in full.

4.14.4 Each Antin Plan has been maintained and administered in compliance with its terms and Applicable Law, including ERISA and the Code. There is not now, and there are no existing circumstances that could reasonably be expected to give rise to, any requirement for the posting of security with respect to a Antin Plan or the imposition of any Encumbrance on the assets of Antin under ERISA or the Code with respect to a Antin Plan.

4.14.5 Antin has not, at any time within six years before the date hereof, maintained, contributed to or been obligated to contribute to any Multiemployer Plan or Multiple Employer Plan or any plan covered by Section 412 of the Code or Title IV of ERISA.

4.14.6 To the Knowledge of the Stockholders, there does not now exist, and there are no existing circumstances that could reasonably be expected to result in, any Controlled Group Liability that would be a liability of Antin following the Closing. Without limiting the generality of the foregoing, Antin has not engaged in any transaction described in Section 4069 or Section 4204 of ERISA.

4.14.7 Except for health continuation coverage as required by Section 4980B of the Code or Part 6 of Title I of ERISA (or other Applicable Law pertaining to COBRA or Cal-COBRA), Antin has no liability for life, health, medical or other welfare benefits to former employees or

beneficiaries or dependents thereof and there has been no communication to employees of Antin that promises or guarantees such employees retiree health or life insurance benefits or other retiree death benefits.

4.14.8 Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will result in, cause the accelerated vesting or delivery of, or increase the amount or value of, any payment or benefit to any employee, officer, director or consultant of Antin (other than the acceleration of vesting of stock options which will, however, terminate upon the Closing). Without limiting the generality of the foregoing, .no amount paid or payable by Antin in connection with the transactions contemplated hereby, either solely as a result thereof or as a result of such transactions in conjunction with any other events, will be an "excess parachute payment" within the meaning of Section 280G of the Code.

4.14.9 Antin has not received written notice of any pending, and to the Knowledge of the Stockholders there are no threatened, claims (other than claims for benefits in the ordinary course), lawsuits or arbitrations that have been asserted or instituted against the Antin Plans, any fiduciaries thereof with respect to their duties to the Antin Plans, or the assets of any of the trusts under any of the Antin Plans that would reasonably be expected to result in any material liability of Antin to the Pension Benefit Guaranty Corporation, the US Department of Treasury, the US Department of Labor or any Multiemployer Plan.

4.14.10 Section 4.14.10 of the Antin Disclosure Schedule sets forth the names of all directors and officers of Antin, the names of each employee of Antin, and the total current salary, bonus eligibility, and fringe benefits and perquisites that each such director, officer and employee if expected to receive in the fiscal year ending December 31, 2004 based on current compensation arrangements. Section 4.14.10 of the Antin Disclosure Schedule also sets forth the liability of Antin for deferred compensation under any deferred compensation plan, excess plan or similar arrangement (other than pursuant to Qualified Plans) to each such director, officer and employee, together with the value, as of the date specified thereon, of the assets (if any) set aside in any grantor trust(s) to fund such liabilities. There are no other forms of compensation paid to any such director, officer or employee of Antin. No officer, director, or employee of Antin, or any immediate family member of any of the foregoing, provides or causes to be provided to Antin any assets, services or facilities and Antin does not provide or cause to be provided to any such officer, director, or employee, or any immediate family member of any of the foregoing, any assets, services or facilities.

4.14.11 As used in this Agreement, the following terms have the meanings given below:

(i) "Benefit Obligation" means Antin's aggregate financial liability to provide all current, projected and contingent benefits to an employee, or such employee's beneficiaries or dependents, as the case may be, under the terms of any of the Antin Plans, regardless of whether an amount less than such aggregate financial liability is reflected on Antin's financial statements under applicable accounting rules.

(ii) "Controlled Group Liability" means any and all liabilities (i) under Title IV of ERISA, (ii) under section 302 of ERISA, (iii) under sections 412 and 4971 of the Code, (iv) resulting from a violation of the continuation coverage requirements of section 601 et seq. of ERISA and section 4980B of the Code or the group health plan requirements of Section 701 et seq. of ERISA, and (v) under corresponding or similar provisions of foreign laws or regulations, in each case other than pursuant to the Antin Plans.

(iii) "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

(iv) "ERISA Affiliate" means, with respect to any entity, trade or business, any other entity, trade or business that is a member of a group described in Section 414(b), (c), (m) or

(o) of the Code or Section 4001(b)(1) of ERISA that includes the first entity, trade or business, or that is a member of the same "controlled group" as the first entity, trade or business pursuant to Section 4001(a)(14) of ERISA. As of the date hereof, Antin has no ERISA Affiliates.

(v) "Antin Employee" means a person who is, as of the Closing Date, an active or inactive employee of Antin.

(vi) "Antin Plans" means all employee benefit plans, programs and other arrangements providing benefits to any current or former employee, officer, director or consultant (or any beneficiary or dependent thereof) in respect of services provided to Antin, and whether covering one person or more than one person, sponsored or maintained by Antin or to which Antin contributes (or is obligated to contribute) or has any liability. Without limiting the generality of the foregoing, the term "Antin Plans" includes each "employee pension benefit plan" as defined in Section 3(2) of ERISA, each "employee welfare benefit plan" as defined in Section 3(1) of ERISA, and each agreement, plan, program, fund, policy, contract or arrangement (whether written or unwritten) providing compensation, benefits, pension, retirement, superannuation, profit sharing, stock bonus, stock option, stock purchase, phantom or stock equivalent, bonus, thirteenth month, incentive, deferred compensation, hospitalization, medical, dental, vision, vacation, life insurance, death benefit, sick pay, disability, severance, termination, indemnity, redundancy pay, educational assistance, holiday pay, housing assistance, moving expense reimbursement, fringe benefit or similar employee benefits covering any employee, former employee, or the beneficiaries and dependents of any employee or former employee, regardless of whether it is mandated under local law, voluntary, private, funded, unfunded, financed by the purchase of insurance, contributory or non-contributory.

(vii) "Multiemployer Plan" means a "multiemployer plan" within the meaning of Section 4001(a)(3) of ERISA. As of the date hereof, Antin has no Multiemployer Plans.

(viii) "Multiple Employer Plan" means a plan that has two or more contributing sponsors at least two of whom are not under "common control" within the meaning of Section 4063 of ERISA. As of the date hereof, Antin has no Multiple Employer Plans.

(ix) "Qualified Plan" means a "qualified plan" within the meaning of Section 401(a) of the Code.

4.15 *Contracts.*

4.15.1 Section 4.15.1 of the Antin Disclosure Schedule lists each, and Antin has provided SYS with correct and complete copies or summaries of each, Contract ("Contract" means all written or oral contracts, agreements, guarantees, licenses and executory commitments, other than Antin Plans and real property leases) to which Antin is a party as of the date hereof and which falls within any one or more of the following categories:

(i) Contracts not entered into in the ordinary course of Antin's business and that involve expenditures or receipts by Antin of US$10,000 per month;

(ii) joint venture, partnership, strategic alliances and other Contracts (however named) involving a sharing of profits, losses, costs or liabilities;

(iii) leases for equipment or other personal property assets;

(iv) Contracts with respect to which Antin received gross revenue of at least US$10,000 during the 12-month period from January 1, 2004 to December 31, 2004;

(v) Contracts containing covenants purporting to limit the freedom of Antin to compete in any line of business or in any geographic area or to hire any individual or group of individuals;

(vi) Contracts providing for the settlement of disputed claims (including disputed dollar amounts) with third parties;

(vii) powers of attorney that are currently outstanding;

(viii) Contracts entered into other than in the ordinary course of business that contain or provide for an express undertaking to be responsible for consequential damages;

(ix) Contracts which contain minimum purchase conditions in excess of USS10,000 or requirements or other terms that restrict or limit the purchasing relationships of Antin;

(x) Contracts relating to any outstanding commitment for capital expenditures in excess of US$25,000;

(xi) Contracts with any labor organization, union, employee representative or group of employees;

(xii) indentures, mortgages, promissory notes, loan agreements, guarantees of borrowed money, letters of credit or other agreements, instruments or commitments for the borrowing or the lending of money;

(xiii) Contracts providing for the creation of any Encumbrance upon any of the assets of Antin;

(xiv) Contracts involving annual revenues to the business of Antin in excess of 2.5% of Antin's annual revenues during either of its past two fiscal years;

(xv) Contracts providing for "earn-outs," "savings guarantees," "performance guarantees," or other contingent payments involving more than US$10,000 per year or US$50,000 over the term of the Contract;

(xvi) Contracts with or for the benefit of (A) any corporate affiliate of Antin or (B) any immediate family member of any shareholder, director or °nicer of Antin;

(xvii) Contracts involving payments by Antin of more than USS5,000 in any one month during the past 6 months;

(xviii) any Contracts that purport to limit the ability of the directors, officers, agents or employees of Antin to engage in or continue any conduct, activity or practice relating to the business of Antin, or assign to Antin any rights to any invention, improvement or discovery;

(xix) any cost-sharing, tax-sharing or transfer pricing agreements between Antin and any related or unrelated party;

(xx) each amendment, supplement and modification with respect to any of the foregoing; and

(xxi) any proposal to enter into any of the foregoing.

4.15.2 All such Contracts are valid, binding and enforceable obligations of Antin and each other party thereto.

4.15.3 Neither Antin nor any other party thereto is in violation of or in default in respect of, nor has there occurred an .went or condition which with the passage of time or giving of notice (or both) would constitute default under or permit the termination of, any such Contract. Antin has not received a notice or other communication claiming a breach on its part of any Contract or a right of offset against amounts due it under any Contract or a right of termination of any Contract. Antin is not currently performing services under any Contract which is "at risk." No employee of Antin has attempted to direct any Contract to any third party.

4.15.4 As of the date hereof, Antin is not engaged in any renegotiation of and, to the Knowledge of the Stockholders, neither Antin nor any third party thereto has any outstanding rights to renegotiate, any material amounts paid or payable under such Contracts.

4.16 *Labor Matters.*

4.16.1 Antin is not a party to any collective bargaining agreement or labor union contract and is not required to consult or negotiate with any local works council, union, labor board or any Governmental Authority concerning the transactions contemplated by the Agreement.

4.16.2 Set forth in Section 4.16.2 of the Antin Disclosure Schedule is a list of each agreement to which Antin is a party pursuant to which any individual employed by Antin or otherwise performing services primarily for Antin receives compensation in excess of $20,000 per annum, and Antin has furnished or made available to SYS substantially complete and correct copies of any such agreements in writing. Antin has not breached or otherwise failed to comply with any provisions of any agreement set forth therein and, to the Knowledge of Miller, there are no grievances outstanding thereunder. There is no labor strike, dispute or stoppage pending or, to the Knowledge of the Stockholders, threatened against Antin. To the Knowledge of the Stockholders, no campaign or other attempt for recognition is pending by any labor organization or employee with respect to employees of Antin.

4.16.3 Antin is in compliance with Applicable Laws and its own policies respecting employment and employment practices, terms and conditions of employment, wages and hours, equal opportunity, equal pay, civil rights, labor relations, immigration, occupational health and safety, and payroll and wage taxes.

4.16.4 As of the date of this Agreement and except as required by Applicable Law, (i) Antin is not a party to any outstanding employment agreements or contracts with officers, managers and directors (or foreign equivalents) or Antin Employees that are not terminable at will, or that provide for the payment of any bonus or commission; and (ii) Antin is not a party to any agreement, policy or practice that will require it to pay termination or severance pay to salaried, non-exempt or hourly Antin Employees after the Closing.

4.16.5 To the Knowledge of the Stockholders, no employee of Antin currently intends to terminate his employment with Antin.

4.17 *Undisclosed Liabilities.* Antin has no liabilities or obligations of any nature, whether absolute, accrued, contingent, choate, inchoate or otherwise and whether due or to become due, that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on Antin, other than (a) liabilities disclosed to SYS in the Antin Financial Statements, (b) liabilities contemplated by this Agreement and/or set forth in the Antin Disclosure Schedule, and (c) liabilities incurred or accrued after the date hereof in the ordinary course of business consistent with past practice and not prohibited by this Agreement.

4.18 *Operation of Antin's Business; Relationships.*

4.18.1 Since January 1, 2004, Antin has not, except in the ordinary course of business consistent with past practice, engaged in any transaction which, if done after execution of this Agreement, would violate in any material respects Section 5.3.1.

4.18.2 Since June 30, 2003, no customer of Antin has indicated to Antin that such customer will stop or decrease purchasing materials, products or services from Antin and no supplier of Antin has indicated to Antin that such supplier will stop or decrease the supply of materials, products or services to Antin.

4.19 *Permits.* Antin is in possession of all licenses, permits, easements, variances, exemptions, consents, certificates, approvals and orders legally required in each jurisdiction to own, lease and operate its properties and to carry on its business as currently conducted, including under any applicable Environmental Laws (collectively, the "Permits") except where the failure to have a Permit would not have a material Adverse Effect on Antin as a whole. Antin has not received notice of any Action pending, and to the Knowledge of Miller no Action is threatened, regarding any of the Permits which, if successful, would reasonably be expected to have a Material Adverse Effect on Antin. Antin is not in conflict with, or in default or violation of, any of the Permits, except for any such conflicts, defaults or violations which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Antin.

4.20 *Real Property.*

4.20.1 Antin does not own any real property.

4.20.2 Section 4.20.2 in the Antin Disclosure Schedule lists each lease for real property to which Antin is a party (each a "Lease"). Antin does not sublease any real property. Antin has delivered to SYS a substantially correct and complete copy of each Lease. With respect to each Lease:

(i) the Lease is legal, valid, binding, enforceable, and in full force and effect with respect to Antin, and, to the Knowledge of Miller, with respect to the other party thereto, the Lease is legal, binding, enforceable, and in full force and effect;

(ii) no party to the Lease is in breach or default thereunder, and no event has occurred which, with notice or lapse of time, would constitute a breach or default or permit termination, modification, or acceleration thereunder;

(iii) Antin has not, and to the Knowledge of Miller no other party thereto has, repudiated any provision thereof;

(iv) Antin has not received written notice of any disputes with respect thereto, and Antin is not party to any oral agreements or forbearance programs in effect as to the Lease;

(v) Antin has not assigned, transferred, conveyed, mortgaged, deeded in trust, or encumbered any interest in the leasehold; and

(vi) to the Knowledge of Miller, the facility leased under the Lease has received all approvals of Governmental Authorities (including Permits) required to be received by Antin in connection with the operation thereof and have been operated and maintained by Antin in accordance with Applicable Laws.

4.21 *Environmental Matters.* With regard to environmental matters:

4.21.1 The properties, operations and activities of Antin are in compliance in all material respects with all applicable Environmental Laws and all past noncompliance of Antin with any applicable Environmental Laws has been resolved without any pending, ongoing or future obligation, cost or liability;

4.21.2 Antin has not received notice of any pending Action by or before any court or Governmental Authority under any Environmental Law, and to the Knowledge of the Stockholders no such Action is pending or threatened and there is no basis for any present or future Action against it that may reasonably be likely to lead to any liability;

4.21.3 There has been no release, discharge or emission of any Hazardous Material into the environment in material violation of applicable Environmental Laws by Antin in connection with its currently leased or formerly leased properties or operations that would be reasonably likely to have a Material Adverse Effect on Antin; and

4.21.4 There has been no material exposure in violation of applicable Environmental Laws of any person or property to any Hazardous Material in connection with the properties, operations and activities of Antin that would be reasonably likely to have a Material Adverse Effect on Antin.

4.21.5 For purposes of this Agreement, the term "Environmental Laws" means all federal, state, local or foreign laws relating to pollution or protection of human health or the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata), including, without limitation, laws relating to emissions, discharges, releases or threatened releases of Hazardous Materials into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as well as all authorizations, codes, decrees, demands or demand letters, injunctions, judgments, licenses, notices, orders, permits, plans or regulations issued, entered, promulgated or approved thereunder.

4.21.6 For purposes of this Agreement, the term "Hazardous Materials" means chemicals, pollutants, contaminants, or industrial, toxic or hazardous substances or wastes as those terms are defined or identified in any Environmental Law or regulated by any Permit required by applicable Environmental Law, including but not limited to petroleum products or by-products, asbestos, and polychlorinated materials.

4.22 *Accounts Receivable.* The accounts and notes receivable reflected in the Antin Financial Statements (i) arose from bona fide sales transactions in the ordinary course of business and are payable on ordinary trade terms, (ii) are legal, valid and binding obligations of the respective debtors enforceable in accordance with their terms, (iii) are not subject to valid set-off or counterclaim, and (iv) are collectible in the ordinary course of business consistent with past practice in the aggregate recorded amounts thereof.

4.23 *Insurance.* Section 4.23 of the Antin Disclosure Schedule lists all insurance policies pursuant to which Antin is presently insured and during each of the past three calendar years has been insured (each, an "Insurance Policy" and, collectively, the "Insurance Policies"). Each Insurance Policy is, in all material respects, in full force and effect in accordance with its terms and all premiums reflected on invoices received by Antin to date have been paid in full. No written notice of cancellation with respect to any Insurance Policy has been received by Antin and there is no existing default or event which, with the giving of notice or lapse of time or both, would constitute a default thereunder. Antin is a "named insured" or an "insured" under each Insurance Policy. Antin has not been refused any insurance, nor has the coverage of Antin been limited, by any insurance carrier to which it has applied for insurance or with which it has carried insurance during the past three years. The Insurance Policies are of the type and in the amounts that would reasonably be expected to be maintained in the ordinary course of business for similarly situated companies in the same or a similar industry. Set forth in Section 4.23 in the Antin Disclosure Schedule is (a) with respect to each Policy under which the annual premium amount is fixed, the current amount of such premium, and (b) with respect to each Policy under which the periodic or annual premium amount is variable, the amount of the most recent periodic payment made and the calculation formula with respect to such premium.

4.24 *Product or Service Warranty.* Within the three years prior to the date hereof: (a) each product or service sold or delivered by Antin has been in material conformity with any applicable express and implied warranties, (b) Antin has no current liability for damages in connection with any such warranty (and there is no basis for any present or future Action against it that may reasonably be likely to lead to any liability) and (c) no product or service sold or delivered by Antin is subject to any

guaranty, warranty, or other indemnity beyond the applicable standard terms and conditions of sale given by Antin, if any, or as required by Applicable Law.

4.25 *Data Protection Matters.*

4.25.1 Antin has not received notice of any existing or pending, and to the Knowledge of Miller there is no threatened, Action against Antin by or before any court or Governmental Authority under any Data Protection Law. Antin has never instituted a policy with respect to, or taken steps to comply with or protect Personal Data as required under, any Data Protection Law.

4.25.2 As used in this Agreement, the term "Data Protection Laws" means all federal, state, local or foreign laws, statutes, orders, rules, regulations, policies or guidelines, or judgments, decisions or orders entered by any Governmental Authority, relating to Personal Data.

4.25.3 As used in this Agreement, the term "Personal Data" means any and all information that Antin maintains or otherwise processes that relates to an identified or identifiable natural person, including employees, stockholders, customers, customers of customers, vendors, contractors, and other business partners of Antin, and any employees of or contractors to any of the foregoing.

4.26 *Foreign Corrupt Practices Act.*

4.26.1 Antin has not, to secure any improper advantage in order to obtain or retain business, directly or indirectly offered, paid, given, or promised to pay, or authorized the payment of, any money, offer, gift, or other thing of value, to:

(i) an officer or employee of any Governmental Authority, or any person acting in an official capacity for or on behalf of any Governmental Authority:

(ii) any political party or official thereof;

(iii) any candidate for political or political party office; or

(iv) any other individual or entity;

while knowing or having reason to believe that all or any portion of such money or thing of value would be offered, given, or promised, directly or indirectly, to any person or entity listed in clauses (i) - (iii) above.

4.26.2 Antin maintains a system of internal accounting controls adequate to insure that it maintains no off-the-books accounts and that its assets are used only in accordance with its management's directives.

4.26.3 No product sold or service provided by Antin has been directly or indirectly sold to or performed on behalf of Cuba, Iraq, Iran, Libya, or Sudan.

4.27 *Government Contracts.* With respect to any Governmental Authority Contracts, whether entered into by Antin as a prime contractor or as a subcontractor, there is, as of the date of this Agreement, no (a) civil fraud or criminal investigation by any Governmental Authority that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect on Antin, (b) suspension or debarment proceeding (or equivalent proceeding) that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect on Antin, (c) request by a Governmental Authority for a contract price adjustment based on a claimed disallowance by the Defense Contract Audit Agency (or other applicable Governmental Authority) or claim of defective pricing, (d) dispute between Antin or any prime contractor of Antin and a Governmental Authority which, since December 31, 2000, has resulted in a government contracting officer's final decision where the amount in controversy exceeds or is expected to exceed $50,000, (e) claim or request for equitable adjustment by Antin or any prime contractor of Antin against a Governmental Authority in excess of $50,000, or (f) any claim or assertion by a Governmental

Authority that Antin or any prime contractor of Antin may have violated applicable rules regarding conflicts of interest or statutes, rules or regulations regarding the integrity of the purchase process.

4.28 *Relations with Governments.* Neither Antin, nor any director, officer, agent or employee of Antin, has (a) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to political activity, (b) made any unlawful payment or offered anything of value to foreign or domestic government officials or employees or to foreign or domestic government officials or employees or to foreign or domestic political parties or campaigns, (c) made any other unlawful payment, or (d) violated any applicable export control, money laundering or anti-terrorism law or regulation.

4.29 *No Existing Discussions.* As of the date of this Agreement, Antin not engaged, directly or indirectly, in any negotiations or discussions with any other party with respect to an acquisition of a controlling interest in Antin or the assets of Antin.

4.30 *Review of SYS SEC Documents.* Each Stockholder has reviewed the SYS SEC Documents and has received from SYS any additional information which he or she has requested in connection with the execution, delivery, and performance of this Agreement. Each Stockholder, by reason of his or her business or financial experience, has the capacity to protect his or her own interests in connection with the transactions described in this Agreement.

ARTICLE V
COVENANTS OF THE PARTIES

5.1 *Mutual Covenants.*

5.1.1 *Reasonable Efforts; Notification*

(i) Each of the parties agrees to use all commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated by this Agreement, including (A) the obtaining of all other necessary actions or nonactions, waivers, consents, licenses, permits, authorizations, orders and approvals from Governmental Authorities and the making of all other necessary registrations and filings (including other filings with Governmental Authorities, if any), (B) the obtaining of all consents, approvals or waivers from third parties set forth in Schedule 4.5 of the Antin Disclosure Schedule, and (C) the execution and delivery of any additional instruments necessary to consummate the transaction contemplated by this Agreement.

(ii) Notwithstanding anything to the contrary in this Agreement, (A) neither SYS nor any of its subsidiaries shall be required to hold separate (including by trust or otherwise) or to divest any of their respective businesses or assets, or to take or agree to take any action or agree to any limitation that could reasonably be expected to have a Material Adverse Effect on SYS after the Closing, (B) prior to the Closing, Antin shall not be required to hold separate (including by trust or otherwise) or to divest any of their respective businesses or assets, or to take or agree to take any other action or agree to any limitation that could reasonably be expected to have a Material Adverse Effect on Antin, (C) no party shall be required to take any action that would reasonably be expected to substantially impair the benefits expected, as of the date hereof, to be realized by such party from consummation of the Merger and (D) no party shall be required to waive any of the conditions to the Closing set forth in Article VI as they apply to such party.

5.1.2 *Public Announcements.* The initial press release concerning the transactions contemplated hereby shall be a joint press release and shall be issued, upon the mutual agreement of Miller and SYS, on or after the date of this Agreement. SYS and the Stockholders shall consult with each other before issuing, and give each other the opportunity to review and comment upon, any other press release or public statements with respect to the transactions contemplated by this Agreement, and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by Applicable Law, court process or by obligations pursuant to any listing agreement of SYS with any national securities exchange or national securities quotation system.

5.1.3 *Notices of Certain Events.* Each party hereto shall promptly notify the other parties in writing of:

(i) the receipt by such party of any notice or other communication from any person alleging that the consent of such person is or may be required in connection with the transactions contemplated by this Agreement;

(ii) subject to any applicable legal restrictions, the receipt by such party of any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement;

(iii) such party's obtaining knowledge of any Actions commenced or threatened against, relating to or involving or otherwise affecting the other party hereto, as the case may be, which relate to the consummation of the transactions contemplated by this Agreement; and

(iv) such party's obtaining knowledge of the occurrence, or failure to occur, of any event which occurrence or failure to occur will be likely to cause the conditions set forth in Article VI not to be satisfied; *provided, however*, that no such notification shall affect the representations, warranties or obligations of the parties or the conditions to the obligations of the parties hereunder, or limit or otherwise affect the remedies available hereunder to the party receiving such notice.

5.1.4 *Notification.* Between the date of this Agreement and the Closing Date, each party hereto shall promptly notify the other parties hereto in writing if such party becomes aware of any fact or condition that causes or constitutes a breach in any of its representations and warranties as of the date of this Agreement or any other date applicable to a representation or warranty as set forth herein. Should any such fact or condition require any change in the Antin Disclosure Schedule, the Stockholders shall promptly deliver to SYS a written statement specifying such change. Such delivery will not affect any rights of any party under any other provision of this Agreement. During the same period, each party shall promptly notify the other parties in writing if such party becomes aware of the occurrence of any breach of any covenant of such party in this Agreement or the occurrence of any event that may make the satisfaction of the conditions in Article 6 impossible or unlikely.

5.2 *Covenants of SYS.*

5.2.1 *Employees and Employee Benefits.* From and after the Closing, each continuing Antin employee shall be entitled to participate in all SYS employee benefit plans in a manner and to the extent consistent with their position. From and after the Closing, SYS shall exercise its best efforts to treat all service by Antin Employees with Antin (or any predecessor thereto) prior to the Closing for all purposes as service with SYS (except for purposes of benefit accrual under defined benefit pension plans or to the extent such treatment would result in duplicative accrual on or after the Closing Date of benefits for the same period of service), and, with respect to any medical or dental benefit plan in which Antin Employees participate after the Closing Date, SYS shall exercise its best efforts to waive or cause to be waived any pre-existing condition exclusions and actively-at-work requirements (provided, however, that no such waiver shall apply to a pre-existing

condition of any Antin Employee who was, as of the Closing, excluded from participation in a Antin Plan by virtue of such pre-existing condition), and shall exercise its best efforts to provide that any covered expenses incurred on or before the Closing during the plan year of the applicable Antin Plan in which the Closing Date occurs by a Antin Employee or a Antin Employee's covered dependent shall be taken into account for purposes of satisfying applicable deductible, coinsurance and maximum out-of-pocket provisions after the Closing Date to the same extent as such expenses are taken into account for the benefit of similarly situated employees of SYS and subsidiaries of SYS.

5.2.2 *Registration.*

(i) SYS will use its best efforts to attempt to register for resale with the SEC all SYS shares issued pursuant hereto. Following the effectiveness of the registration, and through the twelve month anniversary of the Closing Date, SYS will not voluntarily terminate the registration and, to the extent that the registration statement or the prospectus which is a part thereof requires amendment or supplement under the Securities Act of 1933 and the rules adopted thereunder, will exercise reasonable commercial efforts to expeditiously amend or supplement such registration statement, including the prospectus which is a part thereof.

(ii) At any time that SYS determines to register any of its SYS Common Shares, or to amend any filed registration which is not yet effective, either for its own account or for the account of a holder of SYS Common Shares or as a result of a holder of SYS Common Shares exercising demand registration rights, other than a registration (A) relating solely to SYS Common S res registered on Form S-4 or Form S-8 (or any successor forms), or (B) with respect to which the SYS Common Shares held by the Antin Stockholders would not be legally permitted to be included, then SYS shall:

(A) at least 15 days prior to the filing of a registration statement, other than as set forth in (ii)(A) or (B) above, promptly give each Antin Stockholder (each, an "Eligible Stockholder") written notice thereof by registered or certified mail, courier or personal delivery, provided that no such notice hall be required in a non-underwritten registration, and all of such stock shall be registered thereon; and

(B) use its best efforts to include in such registration (and any related qualification under blue sky laws or other compliance), and in any underwriting involved therein, all of the SYS Common Shares held by such Eligible Stockholder (the "Registrable Securities") specified in a written request or requests, made within ten (10) days after receipt of such written notice from SYS by any Eligible Stockholder but only to the extent that such inclusion does not diminish the number of securities included by a holder of SYS Common Shares who has demanded such registration.

(iii) If the registration of which SYS gives notice is for a registered public offering involving an underwriting, SYS will so advise the Eligible Stockholders as part of the written notice given pursuant to subsection (ii)(A) above. In such event the right of any Eligible Stockholder to registration pursuant to subsection (ii) above shall be conditioned upon such Eligible Stockholder's participation in such underwriting and the inclusion of such Eligible Stockholder's Registrable Securities in the underwriting to the extent provided herein. The Eligible Stockholders proposing to distribute their Registrable Securities through such underwriting shall (together with SYS and the other holders of SYS Common Shares distributing their securities through such underwriting) enter into an underwriting agreement in customary form with the managing underwriter selected for such underwriting by SYS (or by the holders of SYS Common Shares who have demanded such registration). Notwithstanding any other provision of this Section 5.2.2, if the managing underwriter determines that marketing factors require a limitation of the number of SYS Common Shares

to be underwritten, the managing underwriter may limit the number of SYS Common Shares to be included in such registration. SYS will so advise the Eligible Stockholders and any other holder of SYS Common Shares distributing their SYS Common Shares through the underwriting pursuant to piggyback registration rights similar to this Section 5.2.2, and the number of SYS Common Shares to be registered and other securities that may be included in the registration and underwriting shall be allocated among all stockholders in proportion, as nearly as practicable, to the respective amounts of registrable securities held by such stockholders and other securities held by other holders at the time of filing the registration statement. If any Eligible Stockholder disapproves of the terms of any such underwriting, he or she may elect to withdraw therefrom by written notice to SYS and the managing underwriter. Any Registrable Securities excluded or withdrawn from such underwriting shall be withdrawn from registration, and shall not be transferred in a public distribution prior to ninety (90) days after the effective date of the registration statement relating thereto.

(iv) SYS shall provide to each Eligible Stockholder a suitable number of prospectuses, and supplements thereto, as soon as possible following the effectiveness of the registration or the filing of the supplement, as the case may be.

(v) SYS shall have the right to terminate or withdraw any registration initiated by it under this Section 5.2.2 prior to the effectiveness of such registration, but without prejudice to its obligation pursuant to this Section 5.2.2.

(vi) SYS shall bear the expenses associated with the registration of Registrable Securities pursuant to this Section 5.2.2 exclusive of underwriters' and brokers' discounts and commissions and expenses of the Stockholders' legal counsel.

5.3 *Covenants of Antin and the Stockholders*. Antin and the Stockholders jointly and severally agree and warrant that:

5.3.1 *Conduct of Antin's Operations.* During the period from the date of this Agreement to the Closing Date, or the date, if any, on which this Agreement is earlier terminated pursuant to Section 7.1, and except as may otherwise be agreed in writing by the parties, Antin shall conduct its operations in the ordinary course of business consistent with past practice, except as expressly contemplated by this Agreement, and shall use its commercially reasonable efforts to maintain and preserve its business organization and its rights and franchises and to retain the services of its officers and key employees and maintain relationships with customers, suppliers, lessees, licensees and other third parties, and to maintain all of its operating assets in their current condition (normal wear and tear excepted). Without limiting the generality of the foregoing, during the period from the date of this Agreement to the Closing Date, or the date, if any, on which this Agreement is earlier terminated pursuant to Section 7.1, Antin shall not, except as otherwise expressly contemplated by this Agreement and the transactions contemplated hereby or with the prior written consent of SYS:

(i) do or effect any of the following actions with respect to its securities: (A) adjust, split, combine or reclassify its capital stock, (B) make, declare or pay any dividend or distribution on, or directly or indirectly redeem, purchase or otherwise acquire, any shares of its capital stock or any securities or obligations convertible into or exchangeable for any shares of its capital stock, (C) grant any person any right or option to acquire any shares of its capital stock, (D) issue, deliver or sell or agree to issue, deliver or sell any additional shares of its capital stock or any securities or obligations convertible into or exchangeable or exercisable for any shares of its capital stock or such securities (except pursuant to the exercise of Antin options that are outstanding as of the date hereof), (E) enter into any agreement, understanding or arrangement with respect to the sale, voting, registration or repurchase of its capital stock, *provided*, *however*, that Antin is hereby expressly permitted to take all lawful

actions necessary in order to (x) cause all outstanding options to be exercised or cancelled, (y) cause all outstanding warrants to be exercised or cancelled and (z) cause any outstanding convertible debt instruments to become non-convertible;

(ii) directly or indirectly sell, transfer, lease, pledge, mortgage, encumber or otherwise dispose of any of its property or assets other than in the ordinary course of business consistent with past practice;

(iii) adopt or propose any changes in the Antin Articles or the Antin Bylaws;

(iv) merge or consolidate with any other person;

(v) acquire a material amount of assets or capital stock of any other person outside of the ordinary course of business consistent with past practice;

(vi) make any borrowings, incur, create, assume or otherwise become liable for any indebtedness for borrowed money or assume, guarantee, endorse or otherwise as an accommodation become responsible or liable for the obligations of any other individual, corporation or other entity, other than in the ordinary course of business, consistent with past practice;

(vii) create any subsidiaries;

(viii) enter into or modify any employment, severance, termination or similar agreements or arrangements with, or grant any bonuses, salary increases, severance or termination pay to, any officer, director, consultant or employee other than pursuant to Applicable Law or contractual commitments existing as of the date hereof in the ordinary course of business consistent with past practice (provided past practices shall not be deemed to include actions taken in connection with the Merger) or grant any increase in the compensation or benefits of directors, officers, employees, consultants or agents of Antin or grant, re-price, or accelerate the exercise or payment of any Antin options or warrants or other equity-based awards other than increases in the ordinary course of business consistent with past practice;

(ix) enter into, adopt or amend any Antin Plan, except as may be required by Applicable Law;

(x) take any action that could give rise to severance benefits payable to any officer or director of Antin as a result of consummation of the transactions contemplated by this Agreement;

(xi) change any method or principle of accounting in a manner that is inconsistent with past practice except to the extent required by generally accepted accounting principles as advised by Antin's regular independent accountants;

(xii) settle any Actions, whether now pending or hereafter made or brought involving, individually or in the aggregate, an amount in excess of US$50,000 other than settlement in the ordinary course of business or in accordance with their terms, of liabilities disclosed, reflected or reserved against in the most recent Antin financial statements (or the notes thereto) or incurred since the date of such financial statements in the ordinary course of business;

(xiii) modify, extend, amend or terminate, or waive, release or assign any rights or claims with respect to, any Contract set forth in Section 4.15 in the Antin Disclosure Schedule;

(xiv) enter into any confidentiality agreements or arrangements other than in the ordinary course of business consistent with past practice;

(xv) write up, write down or write off the book value of any assets, individually or in the aggregate, in excess of $20,000 except for depreciation and amortization in accordance with generally accepted accounting principles consistently applied;

(xvi) incur or commit to any capital expenditures in excess of US$5,000 individually or US$10,000 in the aggregate, excluding capital expenditures provided for or contemplated by the capital budget approved by Antin's board of directors prior to the date hereof and as set forth in Section 5.3(b)(xvi) in the Antin Disclosure Schedule;

(xvii) make any payments in respect of policies of directors' and officers' liability insurance (premiums or otherwise) other than premiums paid in respect of its current or renewed or replacement policies;

(xviii) take any other action that could likely result in the representations and warranties set forth in Article IV becoming false or inaccurate in any material respect;

(xix) enter into or carry out any other transaction other than in the ordinary and usual course of business;

(xx) permit or cause any Subsidiary to do any of the foregoing or agree or commit to do any of the foregoing;

(xxi) make or revoke any Tax election, file any amended Tax Return, or settle any audit or other proceeding with any Tax authority;

(xxii) enter into any agreement to purchase, or to lease for a term in excess of one year, any real property, provided that Antin (A) may, as a tenant, or a landlord, renew any existing lease for a term not to exceed eighteen months and (B) nothing herein shall prevent Antin, in its capacity as landlord, from renewing any lease pursuant to an option granted prior to the date hereof; or

(xxiii) agree in writing or otherwise to take any of the foregoing actions.

5.3.2 *Access to Information; Confidentiality.* Upon reasonable notice, the Stockholders shall cause Antin to afford to the officers, employees, accountants, counsel, financial advisors and other representatives of SYS reasonable access during normal business hours, during the period prior to the Closing Date, to such of its properties, books, contracts, commitments, records, all other information and data, officers and employees as SYS may reasonably request and, during such period, Antin shall furnish promptly to SYS (a) a copy of each report, schedule, and other document filed, published, announced or received by it during such period pursuant to the requirements of Applicable Laws (other than documents which such party is not permitted to disclose under Applicable Laws), and (b) consistent with its legal obligations, all other information concerning it and its business, properties and personnel as SYS may reasonably request; provided, however, that Antin may restrict the foregoing access to the extent that it reasonably concludes, after consultation with outside legal counsel, that (i) any Applicable Law requires Antin to restrict access to any properties or information, (ii) providing such access would result in the loss of the attorney-client privilege, (iii) such documents discuss the pricing or dollar value of the transactions contemplated by this Agreement, (iv) such documents contain competitively sensitive information, the sharing of which could constitute a violation of any applicable antitrust laws or (v) such disclosure is reasonably likely to result in a breach of or default under any contract or agreement to which Antin is a party. Each party shall make all commercially reasonable efforts to minimize disruption to the business of the other party and its subsidiaries which may result from the requests for data and information hereunder. All requests for access and information shall be coordinated through senior executives of the parties to be designated.

5.3.3 *No Solicitation.* Until the Effective Time or the termination of this Agreement:

(i) Antin and the Stockholders will not, and will not permit or cause any Subsidiary or any of the directors or officers of Antin or any Subsidiary, and will direct Antin's employees, agents and representatives not to, directly or indirectly, solicit, initiate, encourage, or furnish or disclose non-public information in furtherance of, or otherwise facilitate any inquiries that may be reasonably expected to lead to, the making of any proposal or offer with respect to a merger, reorganization, share exchange, consolidation, or similar transaction involving, or any purchase of 10% or more of the assets or any equity of, Antin or any Subsidiary or any other business combination other than the transactions contemplated by this Agreement (any such proposal or offer, an "Acquisition Proposal").

(ii) Antin and the Stockholders will not, and will not permit or cause any Subsidiary or any of the officers or directors of it or any Subsidiary to, and shall direct its and such Subsidiary's employees, agents and representatives not to, directly or indirectly, engage in any negotiations concerning, or provide any confidential information or data to, or have any discussions with, any person relating to an Acquisition Proposal, whether such Acquisition Proposal arises or has arisen before or after the date of this Agreement, or otherwise facilitate any effort or attempt to make or implement an Acquisition Proposal.

(iii) Antin and the Stockholders will immediately cease all existing activities, discussions and negotiations with any parties conducted heretofore with respect to any Acquisition Proposal and request the return of all confidential information regarding such party provided to any such parties prior to the date hereof pursuant to the terms of any confidentiality agreements or otherwise. Antin and the Stockholders will notify SYS immediately if any such inquiries, proposals, or offers are received by, any such information is requested from, or any such discussions or negotiations are sought to be initiated or continued with, any of its representatives indicating, in connection with such notice, the name of such person and the material terms and conditions of any proposals or offers and thereafter shall keep SYS informed, on a reasonably current basis, on the status and terms of any such proposals or offers and the status of any such negotiations or discussions.

5.3.4 *Release.* Each Stockholder (who for purposes of this Section 5.3.4 shall be referred to as a "Releasor" on behalf of Releasor and Releasor's successors, heirs, and assigns, hereby fully and forever releases and discharges Antin and SYS and their respective successors, heirs, and assigns, and their respective officers, directors, agents, representatives, employees and attorneys from any and all claims, demands, actions, agreements, suits, causes of action, obligations, controversies, debts, costs, attorneys' fees, expenses, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, past, present or future, known or unknown, suspected or unsuspected, from the beginning of time through execution of this Agreement, excepting only any claims arising out of this Agreement and enforcement thereof and, in the case of Miller, any debts or liabilities which may be shown as owing to Miller on the Closing Balance Sheet (collectively, the "Claims").

Each Releasor acknowledges that there is a possibility that subsequent to the execution of this Agreement, he or she will discover facts or incur or suffer claims that were unknown or unsuspected at the time this Agreement was executed, and which if known by such Releasor at that time may have materially affected such Releasor's decision to execute this Agreement. Each Releasor acknowledges and agrees that by reason of this Section 5.3.4, he or she is assuming any risk of such unknown facts and such unknown and unsuspected claims.

Each Releasor has been advised of the existence of Section 1542 of the California Civil Code ("Section 1542"), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Notwithstanding such provisions, this Section 5.3.4 shall constitute a full release in accordance with its terms. Each Releasor hereby knowingly and voluntarily waives the provisions of Section 1542, as well as any other statute, law or rule of similar effect.

5.3.5 *Unfair Competition.* For a period of two (2) years after the date of the Closing of the Merger, each Stockholder agrees that he or she will not, directly or indirectly (whether on his or her own behalf or as an owner, parent, stockholder, partner, joint venturer, investor, member, officer, director, agent, independent contractor, associate, executive, consultant or licensor) compete with Antin or its subsidiaries and affiliates anywhere within California and all other states in which Antin has offices or customers as of the date of the Merger (the "Territory") by carrying on, being engaged in, or taking part in the business of providing information technology, C41SR, and technical support services covering systems engineering, test and evaluation, training, human systems integration, and XML-directed solutions to government agencies (the "Business") in any manner.

(i) For a period of two (2) years after the date of Closing of the Merger, each Stockholder agrees that he or she will not, directly or indirectly (whether on his or her own behalf or as an owner, parent, stockholder, partner, joint venturer, investor, member, officer, director, agent, independent contractor, associate, executive, consultant or licensor) (1) accept Business, whether solicited or not, from any current or future customer or client of Antin or its subsidiaries and affiliates, and (2) solicit, divert, take away, or attempt to solicit, divert, take away, any prospective or current customer, client, supplier, or distributor of Antin or its subsidiaries and affiliates, with whom he had material business contact, for the purpose of competing in the Business with Antin or its subsidiaries and affiliates.

(ii) For a period of two (2) years after the date of Closing of the Merger, each Stockholder agrees that he or she will not, directly or indirectly (whether on his or her own behalf or as an owner, parent, stockholder, partner, joint venturer, investor, member, officer, director, agent, independent contractor, associate, executive, consultant or licensor) solicit or encourage to leave the employ of Antin or its subsidiaries any employee or independent contractor of Antin or its subsidiaries and affiliates.

(iii) Each Stockholder acknowledges that the restrictions and covenants set forth above are reasonably necessary to protect the goodwill and other legitimate business interests of SYS and its subsidiaries, including the goodwill acquired by SYS as a consequence of the closing of the Merger described in this Agreement, and are not overbroad, overlong, or unfair (including in duration and scope). Each Stockholder also acknowledges that any breach of these covenants would cause SYS serious, irreparable injury or loss.

(iv) Each Stockholder agrees that SYS (or its subsidiaries or affiliates) will be entitled to immediate injunctive relief for any breach or threatened breach of this Section 5.3.5, and that a restraining order and/or an injunction may be issued against each Stockholder, in addition to any other rights or remedies at law SYS (or its subsidiaries or affiliates) may have.

ARTICLE VI
CONDITIONS

6.1 *Conditions to the Obligations of Each Party.* The obligations of SYS, Subcorp, Antin, and the Stockholders to consummate this Agreement shall be subject to the satisfaction or waiver of the following conditions:

6.1.1 No provision of any Applicable Law or regulation and no judgment, injunction, order, decree, ruling, assessment or arbitration award of any Governmental Authority or arbitrator and any Contract with any Governmental Authority pertaining to compliance with Applicable Law shall prohibit or enjoin the consummation of the transactions contemplated by this Agreement or limit the ownership or operation by SYS, Antin or any of their respective subsidiaries of any material portion .f the businesses or assets of SYS or Antin.

6.1.2 There shall not be pending any Action (i) challenging or seeking to restrain or prohibit the consummation of transactions contemplated by this Agreement, (ii) seeking to prohibit or limit the ownership or operation by SYS, Antin or any of their respective subsidiaries of, or to compel SYS, Antin or any of their respective subsidiaries to dispose of or hold separate, any material portion of the business or assets of SYS, Antin or any of their respective subsidiaries, as a result of the transactions contemplated by this Agreement, (iii) seeking to impose limitations on the ability of SYS to acquire or hold, or exercise full rights of ownership of, any shares of capital stock of Antin or (iv) seeking to prohibit SYS or any Subsidiary of SYS from effectively controlling in any material respect the business or operations of SYS or the subsidiaries of SYS.

6.2 *Conditions to Obligations of Stockholders.* The obligations of Antin and the Stockholders to consummate the transactions contemplated hereby shall be subject to the fulfillment of the following conditions unless waived by Antin:

6.2.1 Each of the representations and warranties of SYS contained in this Agreement shall be true and correct in all material respects (but without regard to any materiality qualifications or references to Material Adverse Effect contained in any specific representation or warranty), in each case on the date of this Agreement and on and as of the Closing Date as though made on and as of the Closing Date (except for representations and warranties made as of some other specified date, in which case as of such specified date), except where any such failure of the representations and warranties to be true and correct, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on SYS, Antin or the transactions contemplated by this Agreement.

6.2.2 SYS (i) shall have performed or complied in all material respects with all agreements and covenants required to be performed by it under this Agreement at or prior to the Closing Date that are qualified as to Material Adverse Effect and (ii) shall have performed or complied in all material respects with all agreements and covenants required to be performed by it under this Agreement at or prior to the Closing that are not qualified as to Material Adverse Effect except where such non-performance or non-compliance individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect on SYS.

6.2.3 SYS shall have furnished the Stockholders with a certificate dated the Closing Date signed on behalf of it by the Chairman, President or any Vice President to the effect that the conditions set forth in Sections 6.2.1 and 6.2.2 have been satisfied.

6.3 *Conditions to Obligations of SYS and Subcorp.* The obligations of SYS and Subcorp to consummate the transactions contemplated hereby shall be subject to the fulfillment of the following conditions unless waived by SYS:

6.3.1 Each of the representations and warranties of the Stockholders contained in this Agreement shall be true and correct in all material respects (but without regard to any materiality qualifications or references to Material Adverse Effect contained in any specific representation or warranty), in each case, on the date of this Agreement and on and as of the Closing Date as though made on and as of the Closing Date (except for representations and warranties made as of some other specified date, in which case, as of such specified date), except where any such failure of the representations and warranties to be true and correct would not reasonably be expected to have a Material Adverse Effect on Antin, SYS or the transactions contemplated by this Agreement.

6.3.2 Antin and the Stockholders (i) shall have performed or complied in all material respects with all agreements and covenants required to be performed by each of them under this Agreement at or prior to the Closing that are qualified as to Material Adverse Effect, (ii) shall have performed or complied in all material respects with all agreements and covenants required to be performed by them under this Agreement at or prior to the Closing that are not qualified as to Material Adverse Effect except where such non-performance or non-compliance would not reasonably be expected to have a Material Adverse Effect on Antin, and (iii) the Board of Directors of Antin and the Stockholders shall have unanimously approved the execution, delivery, and performance of this Agreement.

6.3.3 Antin and the Stockholders shall have furnished SYS with a certificate dated the Closing Date to the effect that the conditions set forth in Sections 6.3.1 and 6.3.2 have been satisfied.

6.3.4 Since the date of this Agreement, except as set forth in Section 4.10 of the Antin Disclosure Schedule delivered as of such date, there shall not have been any change in the assets, liabilities, business prospects, results of operations or financial condition of Antin that would constitute a Material Adverse Effect on Antin as of the Closing Date.

6.3.5 All consents, approvals, and waivers set forth in Section 4.5 of the Antin Disclosure Schedule shall have been obtained by Antin or waived by SYS.

6.3.6 Each outstanding option or warrant to acquire, and each issued note or other security convertible into, Antin Capital Stock, whether or not exercisable, vested or converted, shall have been exercised or cancelled so that as of the Closing Date no person shall have any options, warrants, or other rights to buy, or convert into, any securities of Antin.

6.3.7 SYS shall have verified to its satisfaction the contracts, contract backlog, and customer relations of Antin, as well as the intent of the employees of Antin to remain in its employ following the Closing.

ARTICLE VII
TERMINATION AND AMENDMENT

7.1 *Termination.* This Agreement may be terminated prior to the Effective Time:

7.1.1 by mutual written consent of SYS, Subcorp, Antin, and the Stockholders;

7.1.2 by SYS or Stockholders:

(i) if there shall be any law or regulation that makes consummation o: the transactions contemplated hereby illegal or otherwise prohibited, or if any judgment, injunction, order or decree of a court or other competent Governmental Authority enjoining SYS or the Stockholders from consummating the transactions contemplated hereby shall have been entered and such judgment, injunction, order or decree shall have become final and nonappealable;

(ii) if the transactions contemplated hereby shall not have been consummated before January 31, 2005; provided, however, that the right to terminate this Agreement under this Section 7.1.2 shall not be available to any party whose failure to perform any material covenant or obligation under this Agreement has been the cause of or resulted in the failure of the transactions contemplated hereby to occur on or before such date; or

7.1.3 by SYS if any Stockholder has breached any of his or her representations and warranties in Article IV of this Agreement and as a result thereof, the condition set forth in Section 6.3.1 could not be satisfied;

7.1.4 by SYS if there has been any change in the assets, liabilities, business prospects, results of operations or financial condition of Antin that would constitute a Material Adverse Effect on Antin;

7.1.5 by the Stockholders if SYS shall have breached any of its representations and warranties in Article 111 of this Agreement and as a result thereof, the condition set forth in Section 6.2.1 could not be satisfied; or

7.1.6 by the Stockholders if there has been any change in the assets, liabilities, business prospects, results of operations or financial condition of SYS that would constitute a Material Adverse Effect on SYS.

7.2 *Effect of Termination.* In the event of the termination of this Agreement pursuant to Section 7.1, this Agreement, except for the second sentence of Section 5.1.2 and Section 5 3.2, shall become void and have no effect, without any liability on the part of any party or such party's directors, officers or stockholders. Notwithstanding the foregoing, nothing in this Section 7.2 shall relieve any party to this Agreement of liability for a material breach of any provision of this Agreement.

ARTICLE VIII
GENERAL SURVIVAL AND INDEMNIFICATION

8.1 *Survival of Representations and Warranties.*

8.1.1 The representations, warranties, covenants and agreements made herein by the Stockholders shall survive, irrespective of any different survival period under any applicable statute of limitation, until December 31, 2008 (the "Cut-Off Date").

8.1.2 Irrespective of any different survival period under any applicable statute of limitations, the representations, warranties, covenants and agreements made herein by SYS shall survive until December 31, 2008.

8.1.3 This Section 8.1 shall not limit any covenant or agreement of the parties hereto, which by its terms contemplates performance after the Closing or after the termination of this Agreement.

8.1.4 Notwithstanding any right of SYS to investigate the affairs of Antin or of the Stockholders to investigate the affairs of SYS, SYS shall have the right to rely fully upon the representations, warranties, covenants and agreements contained in this Agreement, or in any instrument required to be delivered pursuant to this Agreement, and the Stockholders shall have the right to rely fully upon the representations, warranties, covenants, and agreements of SYS contained in this Agreement or in any such instrument. No information or knowledge obtained by a party hereto in an investigation conducted by such party shall affect or be deemed to modify any representation or warranty of any other party contained herein or the conditions to the obligations of the parties to consummate the transactions contemplated by this Agreement. The right to any remedy based on a breach of the representations, warranties, covenants, and obligations of another party, will not be affected by any investigation conducted by a party with respect to, or any

knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, about an accuracy or inaccuracy of or compliance with, any representation, warranty, covenant or obligation of any other party.

8.2 *Indemnification.* From and after the Closing, the Stockholders, jointly and severally, shall indemnify, defend (with counsel reasonably acceptable to SYS) and hold SYS and its subsidiaries and their respective officers, directors, shareholders, affiliates, employees, agents and other representatives (the "SYS Indemnified Parties"), harmless from and against any and alt claims, demands, suits, actions, causes of actions, losses, damages, obligations, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) (collectively, the "Losses") arising as a result of or incurred in connection with (i) any breach by Antin and/or Stockholders of any of their representations or warranties set forth in this Agreement and (ii) any failure by Antin and/or the Stockholders to perform any of their covenants or agreements set forth in this Agreement; provided, however, that, except in the case of fraud, the obligations of the Stockholders under this Section 8.2 shall be limited as follows: (a) for each of the Stockholders other than Miller, the maximum liability for Losses for each such Stockholder shall be One Hundred Thirty Thousand Dollars ($130,000), and (b) for Miller, the maximum liability for Losses shall be equal to One Million Seven Hundred Thousand Dollars ($1,700,000). The first recourse of the SYS Indemnified Parties for Losses shall be from the Escrow Consideration and pursuant to the Escrow Agreement. Any Losses remaining thereafter may be obtained jointly and severally from the Stockholders subject to the limitations stated above. Any Loss that results from a settlement of a third party claim against an SYS Indemnified Party shall be the subject of indemnification hereunder only if the settlement has been approved by Miller. The Stockholders may not settle any such claim unless the settlement provides for a full and complete release of the SYS Indemnified Parties and does not include equitable relief against, or payment from, any SYS Indemnified Party.

ARTICLE IX
MISCELLANEOUS

9.1 *Notices.* All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, sent by facsimile (with written confirmation of successful delivery) or dispatched by a nationally recognized overnight courier service to the parties at the following addresses (or at such other address for a party as shall be specified by like notice from such party to the other parties hereto):

9.1.1 if to SYS:

SYS
5050 Murphy Canyon Road, Suite 200
San Diego, CA 92123
Attention: Michael W. Fink, Secretary
Facsimile: (858) 715-5510

with a copy to:

Luce, Forward, Hamilton & Scripps LLP
600 West Broadway, Suite 2600
San Diego, CA 92101
Attention: Otto E. Sorensen, Esq.
Facsimile: (619) 645-5324

9.1.2 if to Antin and the Stockholders:

Antin Engineering, Inc.
4375 Jutland Drive, Suite 110
San Diego, CA 92117

Mr. Pericles Haleftiras
5225 Setting Sun Way
San Diego, CA 92121

Mr. Paul D. White
4938 Verona Street
Oceanside, CA 92056

Mr. Victor M. Wilson
4375 Jutland Drive, Suite 110
San Diego, CA 92117

Ms. Judith L. Smith
2938 Beech Street
San Diego, CA 92102

Mr. John D. Dunaway
2933 Chestnut Oak Way
Virginia Beach, VA 23453

Mr. James M. Bennett
1639 East Ocean View Ave.
Norfolk, VA 23503

Mr. Albert J. Ford
2084 Townfield Lane
Virginia Beach, VA 23454

with a copy to:

Duane Morris
101 West Broadway, Suite 900
San Diego, CA 92101
Attention: Mikel Bistrow, Esq.
Facsimile: (619) 645-5320

9.2 *Interpretation*.

9.2.1 When a reference is made in this Agreement to an Article or Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated. The headings, the table of contents and the index of defined terms contained in this Agreement are, for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

9.2.2 For the purposes of any provision of this Agreement, a "Material Adverse Effect" with respect to any party shall be deemed to occur if any event, change or effect has occurred which has a material adverse effect on the business, assets (including intangible assets), liabilities (contingent or otherwise), results of operations, business prospects, or financial condition of such party taken as a whole, or a material adverse effect on the ability of such party to timely perform its obligations under this Agreement and the other transaction documents contemplated hereby;

provided, however, none of the following shall be deemed in themselves, either alone or in combination, to constitute, and none of the following shall be taken into account in determining whether there has been, a Material Adverse Effect:

(i) with respect to any party, any change in or effect upon the assets (including intangible assets), liabilities (contingent or otherwise), financial condition, business prospects, or results of operations of such party directly or indirectly arising out of or attributable to any decrease in the market price of SYS Common Shares (but not any change or effect underlying such decrease to the extent such change or effect would otherwise constitute a Material Adverse Effect on SYS);

(ii) with respect to any party, any change in or effect upon the assets (including intangible assets), liabilities (contingent or otherwise), financial condition, business prospects, or results of operations of such party directly or indirectly arising out of or attributable to (A) conditions, events, or circumstances generally affecting the economy of the United States, or (B) the general state of industries and market sectors in which such party operates; and

(iii) with respect to Antin, any change in or effect upon the assets (including intangible assets), liabilities (contingent or otherwise), financial condition, or results of operations of Antin directly or indirectly arising out of or attributable to the loss by Antin of any of its business prospects or customers (including business of such business prospects or customers), suppliers or employees (including, without limitation, any financial consequence of such loss of customers (including business of such customers), suppliers or employees) due primarily to the transactions contemplated hereby or the public announcement of this Agreement, in each case arising after the date of this Agreement.

9.2.3 For purposes of this Agreement, a "Subsidiary" when used with respect to any party means any individual partnership, firm, corporation, association, trust, unincorporated organization (including any representative office or branch) or other entity under the laws of any jurisdiction, (i) of lich such party or another subsidiary of such party is a general partner (excluding partnerships, the general partnership interests of which held by such party or the Subsidiary of such party do not have 50% or more of the voting interests in such partnership) or (ii) 50% or more of the securities or other interests of which having by their terms ordinary voting power to elect at least 50% of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such party or one or more of its subsidiaries (or if there are no such voting securities or interests, 50% or more of the equity interests of which is directly or indirectly owned or controlled by such party or one or more of its subsidiaries).

9.2.4 For purposes of this Agreement, "Affiliate" means a person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with another person or beneficially owns or has the power to vote or direct the vote of 10% of more of the voting stock (or of any other form of general partnership, limited partnership or voting equity interest in the case of a person that is not a corporation) of such other person. For purposes of this definition, "control," including the terms "controlling and "controlled" means through the ownership of voting securities, by contract or credit arrangement, as trustee, partner or executor or otherwise.

9.2.5 For purposes of this Agreement, "Knowledge" means with respect to SYS, the actual know ledge of Clifton L. Cooke, Edward M. Lake and Rob Babbush; with respect to Antin, the actual knowledge of Janathin Miller; and with respect to the Stockholders, the actual knowledge of each Stockholder.

9.3 *Counterparts.* This Agreement may be executed in counterparts, which together shall constitute one and the same Agreement. The parties may execute more than one copy of the Agreement, each of which shall constitute an original.

9.4 *Entire Agreement.* This Agreement (including the documents and the instruments referred to herein) constitute the entire agreement among the parties and supersede all prior agreements and understandings, agreements or representations by or among the parties, written and oral, with respect to the subject matter hereof and thereof; provided, however, that the parties' nondisclosure/nonuse agreement shall survive, and shall also survive any termination of this Agreement.

9.5 *Third-Party Beneficiaries.* Nothing in this Agreement, express or implied, is intended or shall be construed to create any third-party beneficiaries.

9.6 *Governing Law; Venue*.

9.6.1 This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws rules, and any action arising out of or in connection with this Agreement or the Merger shall be brought only in the appropriate federal or state court in San Diego County, California. Each of the parties hereto agrees that a final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

9.6.2 Each of the parties hereto irrevocably consents to the service of any summons and complaint and any other process in any other action or proceeding relating to this Agreement, on behalf of itself or its property, by the personal delivery of copies of such process to such party. Nothing in this Section 9.6 shall affect the right of any party hereto to serve legal process in any other manner permitted by law.

9.7 *Arbitration.* The parties to this Agreement shall submit to binding arbitration before a single, neutral arbitrator of any dispute, controversy or claim arising out of, or relating to, the transactions contemplated by this Agreement or any breach hereof, provided, however, that the parties retain their right to, and shall not be prohibited, limited or in any other way restricted from, seeking or obtaining equitable relief from a court having jurisdiction over the parties. Such arbitration shall be governed by and conducted through the American Arbitration Association in accordance with the Commercial Dispute Resolution Procedures. The arbitration hearing shall be held in San Diego, California at a place to be designated by the parties or, in the absence of their agreement, by the arbitrator.

9.8 *Specific Performance.* The transactions contemplated by this Agreement are unique. Accordingly, each of the parties acknowledges and agrees that, in addition to all other remedies to which it may be entitled, each of the parties hereto is entitled to a decree of specific performance, provided such party is not in material default hereunder. The party prevailing in any proceeding seeking such a decree shall be entitled to payment of all reasonable legal fees and expenses by the non-prevailing party.

9.9 *Assignment.* Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. Additionally, notwithstanding the foregoing or anything to the contrary contained in this Agreement, SYS is specifically permitted to adopt a holding company structure pursuant to Section 251(g) of the Delaware General Corporation Law and assign this Agreement to the holding company or consummate SYS's previously approved reincorporation into the State of Delaware, in which case the references herein to receipt and registration of actual and underlying SYS shares shall instead refer to the equivalent shares of the Delaware corporation.

9.10 *Expenses.* All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby and thereby shall be paid by the party incurring such expenses.

9.11 *Severability.* The invalidity or unenforceability in whole or in part of any covenant, promise or undertaking, or any section, subsection, sentence, clause, phrase, word, or any of the provisions of this Agreement will not affect the validity or enforceability of the remaining portions of this Agreement. If for any reason, any provision is determined to be invalid or in conflict with any existing, or future law or regulation by a court or agency having valid jurisdiction, such will not impair the operation or have any other effect upon such other provisions of this Agreement as may remain otherwise valid, and the latter will continue to be given full force and effect and bind the parties hereto.

9.12 *Amendment.* This Agreement may be amended prior to the Effective Time only by agreement in writing executed by all of the parties hereto; provided, however, that SYS and Antin shall be entitled to provide written statements regarding new information as to the Antin Disclosure Schedule, respectively, without the written consent of the other parties hereto.

IN WITNESS WHEREOF, SYS and the Stockholders have signed this Stock Purchase Agreement as of the date first written above.

SYS

By: /s/ Edward M. Lake

Name: Edward M. Lake
Title: Chief Financial Officer

SHADOW I, INC.

By: /s/ Edward M. Lake

Name: Edward M. Lake
Title: Chief Financial Officer

ANTIN ENGINEERING, INC.

By: /s/ Janathin A. Miller

Name: Janathin A. Miller
Title: President and Secretary

STOCKHOLDERS

/s/ Janathin A. Miller

Janathin A. Miller

/s/ Pericles Haleftiras

Pericles Haleftiras

/s/ Paul D. White

Paul D. White

/s/ Victor M. Wilson

Victor M. Wilson

/s/ Judith L. Smith

Judith L. Smith

/s/ John D. Dunaway

John D. Dunaway

/s/ James M. Bennett

James M. Bennett

/s/ Albert J. Ford

Albert J. Ford

[Signature Page to Agreement and Plan of Merger]

SYS

By: /s/ Clifton L. Cooke

Name: Clifton L. Cooke
Title: President

SYS

By: /s/ Michael W. Fink

Name: Michael W. Fink
Title: Secretary

SHADOW I, INC.

By: /s/ Clifton L. Cooke

Name: Clifton L. Cooke
Title: President

SHADOW I, INC.

By: /s/ Michael W. Fink

Name: Michael W. Fink
Title: Secretary

EXHIBIT A

Escrow Agreement

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement") is made and entered into as of January 3, 2005, by and among SYS, a California corporation ("SYS"), and Janathin A. Miller, ("Miller"), Pericles Haleftiras ("Haleftiras"), Paul D. White ("White"), Victor M. Wilson ("Wilson"), Judith L. Smith ("Smith"), John D. Dunaway ("Dunaway"), James M. Bennett ("Bennett"), and Albert J. Ford ("Ford") (collectively, the "Antin Stockholders"), and Union Bank of California, N.A. (the "Escrow Agent").

PRELIMINARY STATEMENTS

WHEREAS, pursuant to that certain Agreement and Plan of Merger (the "Merger Agreement"), made and entered into as of January 3, 2005, by and among SYS and the Antin Stockholders, SYS intends to acquire all of the issued and outstanding shares of the capital stock of Antin Engineering, Inc. ("Antin"), such that Antin becomes a wholly-owned subsidiary of SYS, as more fully set forth in the Merger Agreement; and

WHEREAS, it is a condition to the consummation of the Merger Agreement that this Escrow Agreement be entered into by and among SYS, the Antin Stockholders and Escrow Agent. Capitalized terms used in this Escrow Agreement without definition shall have the meanings given to them in the Merger Agreement.

NOW, THEREFORE, in consideration of these premises and the mutual and dependent promises hereinafter set forth, the parties hereto agree as follows:

1. *Deposit in Escrow.* At the Effective Time, SYS shall deposit with the Escrow Agent 220,000 shares of SYS common stock. Subsequent to the Effective Time, and pursuant to Section 2.5.2 of the Merger Agreement, SYS may deposit up to an additional 128,000 shares of SYS common stock in Escrow. The foregoing shares (together with any cash proceeds of any liquidation of any such shares), are referred to herein as the "Escrow Stock Amount" or the "Escrow Amount"). The delivery of the Escrow Amount shall be effected via physical delivery of a certificate representing such shares issued in the name of Union Bank of California, N.A. as Escrow Agent, together, if requested by the Escrow Agent, with stock powers duly endorsed in blank by the Antin Stockholders and medallion guaranteed. The Escrow Agent shall vote the Escrow Stock Amount in accordance with written instructions to be received from SYS.

2. *Escrow Account.* The Escrow Amount shall be deposited by the Escrow Agent, immediate/y upon receipt, in an account (the "Escrow Account") for the benefit of SYS and the Antin Stockholders.

3. *Investment of Escrow Amount.* Except as otherwise instructed in writing by all of the parties hereto, any cash that may comprise the Escrow Amount shall be deposited by the Escrow Agent, until depletion, uninvited in an escrow account. The Escrow Agent is authorized to disburse, in accordance with its customary procedures, cash comprising all or part of the Escrow Amount to provide for any payments required to be made pursuant to this Escrow Agreement.

4. *Disbursements to Antin Stockholders.* Except with respect to any Disputed Amounts as to which Claims are pending or have been paid pursuant to Section 5 below, the Escrow Agent shall disburse from the Escrow Account, to the applicable Antin Stockholders as set forth in Schedule 4 hereto, in the following amounts on the following dates:

(a) Subject to Section 5(d), on September 30, 2005 (or, if the Escrow Agent is closed on such date, the next day upon which the Escrow Agent is open for business), fifty percent (50%) of the then remaining balance of the Escrow Stock Amount.

(b) Subject to Section 5(d), on September 30, 2006 (or, if the Escrow Agent is closed on such date, the next day upon which the Escrow Agent is open for business), the remaining balance of the Escrow Amount.

5. *Claims.* In the event that SYS has a claim to the Escrow Amount under Section 2.5.3 of the Merger Agreement, then SYS shall deliver a notice to each Antin Stockholder and to the Escrow Agent (a "Claim Notice"), specifying in reasonable detail the amount and nature of the Claim and requesting that the Escrow Agent make a disbursement to SYS in the amount specified therein.

(a) Antin Stockholders having a beneficial interest in a majority of the shares constituting the Escrow Amount shall have ten calendar days following receipt of a Claim Notice (the "Objection Period") to deliver a notice to the Escrow Agent and SYS (an "Objection Notice") objecting to all or any portion of the amount specified in the Claim Notice.

(b) If the Escrow Agent does not receive a timely Objection Notice, then the Escrow Agent shall pay the amount of the disbursement set forth in the Claim Notice from the Stock Escrow Amount.

(c) If the Escrow Agent does receive a timely Objection Notice, the Escrow Agent shall (i) disburse to SYS, from the Escrow Amount, a number of shares equal in value to the portion, if any, of the amount specified in the Claim Notice to which the Antin Stockholders do not object and (5) segregate and hold, separate from the Stock Escrow Amount, a number of shares equal in value to the amount specified in the Claim Notice to which the Antin Stockholders object (the portion of the Escrow Amount to be so segregated, a "Disputed Amount").

(d) The Escrow Agent shall retain any Disputed Amount until the earlier of the receipt by the Escrow Agent of (i) a joint Notice from SYS and a majority in share ownership of the Antin Stockholders indicating that the objection has been resolved and instructing the Escrow Agent to disburse or credit the Disputed Amount, or any applicable portion thereof, to SYS and/or the Antin Stockholders, or (ii) a true and correct copy of a final, non-appealable decision of a court or arbitrator relating to such Claim, ordering the Escrow Agent to disburse the Disputed Amount, at which time the Escrow Agent shall promptly disburse the Disputed Amount in accordance therewith.

(e) In the event of a disbursement to SYS, if the resale of the shares of SYS stock subject to the escrow is then registered under the Securities Act of 1933, as amended, SYS may direct the Escrow Agent to sell an adequate number of shares such that the disbursement to SYS may be made in cash. If the resale of such shares is not then so registered, the disbursement to SYS shall be made in shares valued in the manner described in the Merger Agreement. Until such time as the Escrow Amount allocated to Miller has been completely disbursed, 6.19% of any disbursement to SYS from Escrow shall be allocated to each Stockholder other than Miller and the remainder of any such disbursement shall be allocated to Miller.

6. *Term and Termination.* This Escrow Agreement shall expire, and the Escrow Account shall be closed, on the date upon which all of the Escrow Amount has been disbursed pursuant to this Agreement.

7. *Concerning the Escrow Agent.*

(a) The duties and responsibilities of Escrow Agent shall be limited to those expressly set forth in this Escrow Agreement and the Acceptance of Escrow, the form of which is attached hereto as Exhibit A (the "Acceptance of Escrow"). With the exception of this Agreement and the Acceptance of Escrow, the Escrow Agent is not responsible for, or chargeable with knowledge of, any terms or provisions contained in any underlying agreement referred to in this Agreement or any other separate agreements and understandings between the parties. The Escrow Agent shall not be liable for the accuracy of any calculations or the sufficiency of funds for any purpose.

(b) The Escrow Agent shall not be liable to anyone whatsoever by reason of any error or judgment or for any act done or step taken or omitted by it in good faith or for any mistake of fact or law or for anything which it may do or refrain from doing in connection herewith unless caused by or arising out of its own gross negligence or willful misconduct. SYS and the Antin Stockholders shall, jointly and severally, indemnify and hold the Escrow Agent harmless from any and all liability and expenses (including, without limitation, its attorney's fees and expenses of litigation) which may arise out of or result from this Escrow Agreement or any action taken or omitted to be taken by it as Escrow Agent in accordance with this Escrow Agreement, as the same may be amended, modified or supplemented, except with respect to any such liability and expense as may result from the gross negligence or willful misconduct of the Escrow Agent.

(c) The Escrow Agent shall be entitled to rely and shall be protected in acting in reliance upon any instructions or directions furnished to it in writing jointly by SYS and the Antin Stockholders or pursuant to any provision of this Escrow Agreement and shall be entitled to treat as genuine, and as the document it purports to be, any letter, paper or other document furnished to it by SYS or the Antin Stockholders and reasonably believed by it to be genuine and to have been signed and presented by the proper party or parties.

(d) The Escrow Agent, or any successor to it hereafter appointed, may at any time resign by giving a Notice to SYS and the Antin Stockholders and shall be discharged from its duties hereunder upon the appointment of a successor Escrow Agent as hereinafter provided or upon the expiration of thirty (30) days after such Notice is given. In the event of any such resignation, a successor Escrow Agent, which shall be a bank or trust company organized under the laws of the State of California and having a combined capital and surplus of not less than S10,000,000, shall be jointly appointed by SYS and the Antin Stockholders. Any such successor Escrow Agent shall deliver to SYS and the Antin Stockholders a written instrument accepting such appointment hereunder, and thereupon it shall succeed to all the rights and duties of the Escrow Agent hereunder and shall be entitled to receive the Escrow Amount held by the predecessor Escrow Agent hereunder.

(e) The Escrow Agent may consult with counsel to be selected and employed by it and shall be fully protected with respect to any action under this Escrow Agreement taken or suffered in good faith by the Escrow Agent in accordance with the opinion of such counsel.

(f) The Escrow Agent shall receive compensation for its services at its customary rates as in effect from time to time. Such compensation, along with any other fees or expenses and related disbursements incurred by the Escrow Agent in carrying out its obligations hereunder prior to such date, shall be paid by SYS.

8. *Deficiency Amounts.* Other than as set forth in the Merger Agreement, in no event shall any portion of a Disputed Amount be paid from the Escrow Account on behalf of any Antin Stockholder in excess of such Antin Stockholder's pro rata share of the remaining Escrow Account balance.

9. *Notices.* All notices and other communications hereunder (each, a "Notice") shall be in writing and shall be deemed given if delivered personally, sent by facsimile (with written confirmation of successful delivery) or dispatched by a nationally recognized overnight courier service to the parties at the following addresses (or at such other address for a party as shall be specified by like Notice from such party to the other parties hereto).

(a) if to SYS:

SYS
5050 Murphy Canyon Road, Suite 200
San Diego, CA 92123
Facsimile: (858) 715-5510

with a copy to:

Luce, Forward, Hamilton & Scripps LLP
600 West Broadway, Suite 2600
San Diego, CA 92101
Attention: Otto E. Sorensen, Esq.
Facsimile: (619) 645-5324

(b) if to the Antin Stockholders:

to the addresses set forth on Schedule 9 hereto

(c) if to the Escrow Agent:

Union Bank of California, N.A.
120 South San Pedro Street, Suite 400
Los Angeles, CA 90012
Attention: Corporate Trust Department
Facsimile: (213) 972-5594

10. *Miscellaneous*.

(a) This Escrow Agreement, together with its schedules and exhibits, and the Merger Agreement constitute the entire agreement among the parties and supersede all prior agreements and understandings, agreements or representations by or among the parties, written and oral, with respect to the subject matter hereof and thereof.

(b) This Escrow Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, executors, administrators, heirs, and/or assigns; provided, however, that none of the parties hereto except the Escrow Agent may make any assignment of this Escrow Agreement or any interest therein without the prior written consent of the other parties.

(c) Nothing in this Escrow Agreement, express or implied, is intended or shall be construed to create any third-party beneficiaries.

(d) This Escrow Agreement may be amended only by an instrument in writing duly executed by each of the parties hereto.

(e) When a reference is made in this Escrow Agreement to Section, such reference shall be to a Section of this Escrow Agreement unless otherwise indicated. The headings contained in this Escrow Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Escrow Agreement.

(f) This Escrow Agreement shall be governed by the laws of the State of California without regard to its conflict of laws rules. Each of the parties hereto agrees that a final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(g) This Escrow Agreement may be executed in counterparts, which together shall constitute one and the same Escrow Agreement. The parties may execute more than one copy of the Escrow Agreement, each of which shall constitute an original. Signatures by facsimile or other electronic means shall be valid and enforceable.

(h) As between SYS and the Antin Stockholders, anything in the Merger Agreement to the contrary notwithstanding, the rights and duties of SYS and the Antin Stockholders to the Escrow Amount shall be governed by this Escrow Agreement.

IN WITNESS WHEREOF, SYS, the Antin Stockholders and the Escrow Agent have signed this Escrow Agreement as of the date first written above.

SYS

By: /s/ Edward M. Lake

Name: Edward M. Lake
Title: Chief Financial Officer

ANTIN STOCKHOLDERS

/s/ Janathin A. Miller

Janathin A. Miller

/s/ Pericles Haleftiras

Pericles Haleftiras

/s/ Paul D. White

Paul D. White

/s/ Victor M. Wilson

Victor M. Wilson

/s/ Judith L. Smith

Judith L. Smith

/s/ John D. Dunaway

John D. Dunaway

/s/ James M. Bennett

James M. Bennett

/s/ Albert J. Ford

Albert J. Ford

ESCROW AGENT:

UNION BANK OF CALIFORNIA, N.A.

By: /s/ Lorraine McIntire

Name: Lorraine McIntire
Title: Vice President

EXHIBIT A
ACCEPTANCE OF ESCROW

Union Barak of California, N.A. (hereinafter the -Escrow Agent") hereby acknowledges receipt of a copy of an Escrow Agreement dated as of January 3, 2005, entered into by SYS, Antin, and the Antin Stockholders, and in connection therewith Union Hank of California, N.A. agrees to act as Escrow Agent subject to the Conditions of Acceptance hereinafter set forth and made a part hereof.

Union Bank of California, N.A.

Dated: January 3, 2005 By: /s/ Lorraine McIntire

Name: Lorraine McIntire
Its: Vice President

CONDITIONS OF ACCEPTANCE

IN CONSIDERATION OF THE ACCEPTANCE OF THIS ESCROW BY UNION BANK OF CALIFORNIA, N.A., all of the parties agree that said Acceptance is predicated upon the following conditions and stipulations and that any modifications of escrow instructions shall also be subject to the following provisions:

1. In the event of any conflict between the Escrow Agreement (hereinafter called the "Escrow Agreement") and these Conditions of Acceptance, the latter shall prevail.

2. The duties of the Escrow Agent are only such as are specifically provided herein and in the Escrow Agreement, being purely ministerial in nature, and the Escrow Agent shall incur no liability whatsoever, except for willful misconduct or gross negligence, so long as it has acted in good faith.

3. The Escrow Agent shall be under no responsibility in respect of any of the items deposited with it other than to faithfully follow the instructions contained herein and in the Escrow Agreement. The Escrow Agent may advise with counsel and shall be fully protected in any action taken in good faith in accordance with such advice. The Escrow Agent shall not be required to defend any legal proceedings which may be instituted against it in respect of the subject matter of the Escrow unless requested to do so by the parties to the Escrow and indemnified as provided in the Escrow Agreement. The Escrow Agent shall not be required to institute legal proceedings of any kind.

4. The Escrow Agent shall have no responsibility for the genuineness or validity of any document or other item deposited with it nor for the identity or legal capacity of any party involved nor for the sufficiency of any agency nor for the genuineness of signatures to any papers or documents nor for the negotiability or marketability of any item deposited with it nor for any delay of this Escrow due to any cause beyond its control, and it shall be fully protected in acting in accordance with any written instructions given to it hereunder or under the Escrow Agreement and believed by it to have been signed by the proper parties.

5. The Escrow Agent shall be liable for only such funds and instruments as are actually deposited and received by it for the purpose of this Escrow and shall have a lien on all funds and instruments deposited with it for the purpose of securing any fees, costs or other charges incurred by it hereunder.

6. The Escrow Agent shall not be liable for the payment of any funds in the event it shall be prevented from making payment by operation of law or otherwise.

7. Provided the terms of the Escrow can be complied with, the Escrow Agent will not withhold completion and settlement thereof, unless restrained by order of court or served with some other similar legal proceeding, and in so doing, the Escrow Agent will not become liable to the undersigned,

or to any other person, for its failure or refusal to comply with conflicting or adverse claims or demands.

8. In the event of a dispute between the parties, an ambiguity in the provisions governing the Escrow or uncertainty on the part of the Escrow Agent as to how to proceed with the Escrow, such that the Escrow Agent, in its sole and absolute judgment, deems it necessary for its protection so to do, the Escrow Agent may (a) refrain from taking any action other than to safely keep the items deposited hereunder until it shall have received joint written instructions from the parties to the Escrow, or (b) deposit the escrowed items into a court of competent jurisdiction and thereupon have no further duties or responsibilities in connection therewith.

9. The Escrow Agent may resign at any time by delivering Notice at least thirty (30) days before the date upon which such resignation is to become effective to the parties to the Escrow who hereby agree to designate, by a written acceptance of such successor on or before such effective date, a successor Escrow Agent. After the effective date of such resignation, the Escrow Agent shall be under no further obligation to perform any of the duties of Escrow Agent under the Escrow Agreement other than to deliver the entire assets of the Escrow to a properly designated successor Escrow Agent or to deal with such assets as provided in the preceding paragraph (8) hereof. Any successor Escrow Agent shall have all of the duties, powers, rights and immunities conferred upon the Escrow Agent hereby or by the Escrow Agreement, Any successor Escrow Agent may accept as complete and correct and may rely upon any accounting made by any prior Escrow Agent and shall not be subject to any liability or responsibility with respect to the prior administration by any prior Escrow Agent.

10. The Escrow Agent shall be entitled to reasonable compensation for its services rendered hereunder and under the Escrow Agreement, as shown on the fee schedule attached hereto and marked as Schedule A, and SYS agrees to pay the same in accordance with Section 7(f) of the Escrow Agreement upon receipt of the Escrow Agent's statement therefor, and to make reimbursements to the Escrow Agent for out-of-pocket amounts expended and out-of-pocket expenses incurred, including fees for services and expenses of counsel, agents and attorneys in fact employed by the Escrow Agent; provided, such fees and expenses shall be paid from the Escrow but only from assets in Escrow which would otherwise be distributed to SYS.

11. As to the Escrow Agent, the terms and provisions of the Escrow Agreement and this Acceptance shall bind the executors, administrators, heirs, devisees, successors and assigns of the undersigned.

12. The parties represent and warrant and further agree as follows: (i) that they will supply, or cause to be supplied to the Escrow Agent the full name, address and tax payer identification number for each person entitled to receive interest or dividend income pursuant to the Escrow Agreement as well as additional information as the Escrow Agent may reasonably request in connection with its duties hereunder and will supply to the Escrow Agent any changes to the foregoing; and (ii) if any check deposited into the escrow account maintained by the Escrow Agent is returned to the Escrow Agent for any reason after the proceeds of such escrow account have been disbursed, the party for whose benefit such check was written shall immediately reimburse the Escrow Agent for the amount of such returned check and shall reimburse the Escrow Agent for all fees and expenses which it may incur as a result thereof.

SCHEDULE A

UNION BANK OF CALIFORNIA, N.A.
CORPORATE TRUST SERVICES

Schedule of Fees
for
Escrow Agent Services

Escrow Agreement
among
SYS,
Ando Stockholders,
and
Union Bank of California, N.A.

Acceptance and Set-up Fee: *(Due and payable on the dosing date.)*	WAIVED
Annual Escrow Administration Fee: *(First year's fee it due and payable in advance on the closing date)*	$3,000.00
Legal Counsel Fee: *(use of Union Bonk in-house legal counsel)*	No Charge
Transactional Charges:	
Disbursements/wires *(each):*	$35.00
Investments *(per sale/purchase/transfer).*	$60.00
Out-of-Pocket Expenses:	As Invoiced

Fees subject to acceptance and review by Union Bank of California, N.A. of all documents pertaining to this transaction.

ANTIN DISCLOSURE SCHEDULE

January 3, 2005

This Disclosure Schedule is delivered pursuant to that certain Agreement and Plan of Merger among SYS, Shadow I, Inc., a wholly-owned subsidiary of SYS, Antin Engineering, Inc. (the "Company" or "Antin") and the Stockholders (the "Stockholders") of Antin Engineering, Inc. dated January 3, 2005 (the "Agreement"). In addition to any disclosures set forth in the Agreement, the Company and Stockholders hereby submit this Disclosure Schedule to their representations and warranties given in the Agreement.

No reference to or disclosure of any item or other matter in this Disclosure Schedule shall be construed as an admission or indication that such item or other matter is material or that such item or other matter is required to be referred to or disclosed in this Disclosure Schedule. No disclosure in this Disclosure Schedule relating to any possible breach or violation of any agreement, law, or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred.

This Disclosure Schedule and the information and disclosures contained in this Disclosure Schedule are intended only to qualify and limit the representations, warranties, and covenants of the Company and Stockholders contained in the Agreement and shall not be deemed to expand in any way the scope or effect of any such representations, warranties, or covenants.

The contents of all documents referred to in this Disclosure Schedule are incorporated by reference in this Disclosure Schedule as though fully set forth in this Disclosure Schedule.

The headings contained in this Disclosure Schedule are included for convenience only, and are not intended to limit the effect of the disclosures contained in this Disclosure Schedule or to expand the scope of the information required to be disclosed in this Disclosure Schedule. Capitalized terms not otherwise defined in this Disclosure Schedule shall have the meaning set forth in the Agreement.

Section 4.1
Organization and Standing

4.1 Antin is a California corporation, and is in good standing in California. Antin has employees working in California, Virginia, Maryland, Washington D C., Arizona and South Carolina. Antin has not qualified to do business in Virginia, Maryland, Washington D.C., Arizona and South Carolina. Antin may owe fees, taxes and penalties in connection with its operations in Virginia, Maryland, Washington D.C., Arizona and South Carolina,

Section 4.4
Capitalization of Antin

4.4.1.

a. Janathin A. Miller 10,000 shares of Antin voting common stock

b. All of the persons listed below prior to the closing held various options with various vesting schedules which could be exercised for cash to acquire shares of Antin non-voting common stock.

Pericles Haleftiras
Paul D. White
Victor M. Wilson
Judith L. Smith
John D. Dunaway
James M. Bennett
Albert J. Ford

c. Immediately prior to the close of the transaction described in the Agreement, the above-described options have been exchanged for shares of Antin common stock described in the Agreement pursuant to various securities exchange agreements with the Company, and the following hold shares of Antin common stock in the following amounts:

Pericles Haleftiras	769.23 shares
Paul D. White	769.23 shares
Victor M. Wilson	769.23 shares
Judith L. Smith	769.23 shares
John D. Dunaway	769.23 shares
James M. Bennett	769.23 shares
Albert J. Ford	769.23 shares

Section 4.5
Conflicts; Consents and Approvals

4.5. None.

Section 4.7
Books and Records; Financial Statements

4.7.1. Antin shall provide minutes and corporate documents following closing in addition to those documents previously delivered to SYS. The minutes and corporate documents do not include information which would reasonably be expected to be material to the decision of SYS to engage in the transaction described in the Agreement.

4.7.2 The following exceptions to the complete and correct nature of the Antin Financial Statements are hereby noted:

The Antin Financial Statements are believed by Antin and the Stockholders to be incorrect and unreliable. Antin is currently undergoing a compilation and verification process which Antin and the Stockholders believe will result in additions, deletions and adjustments to the Antin Financial Statements. Antin and its Stockholders believe its year-to-date revenue reflected in its interim September 30, 2004, financial statements are not materially misstated.

Antin has not qualified to do business in Virginia, Maryland, Washington D.C., Arizona and South Carolina. Antin may owe fees, taxes and penalties in connection with its operations in Virginia, Maryland, Washington D.C., Arizona and South Carolina.

Section 4.9
Actions

4.9. Antin received a letter from the Defense Contract Audit Agency (DCAA) dated 28 December 2004 concerning Antin's noncompliance with FAR 52.216-7 for the fiscal year 2003. This FAR requirement is a contractual responsibility to furnish the contracting officer and the DCAA with a certified indirect cost rate proposal. The letter states that Antin is to submit in writing to the contracting officer either the date Antin will provide the required data or request an extension prior to February 2005.

Dwayne Junker was terminated from Antin and a mutual release will be provided for his signature to be obtained by January 7, 2005.

Antin has not qualified to do business in Virginia, Maryland, Washington D.C., Arizona and South Carolina. Antin may owe fees, taxes and penalties in connection with its operations in Virginia, Maryland, Washington D.C., Arizona and South Carolina.

Section 4.10
Material Adverse Change

4.10. None

Section 4.11
Taxes

4.11.3 The following taxes have not been withheld and paid over in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party:

Dwayne Junker was paid certain compensation without appropriate withholding being made by Antin in November 2004. Such withhholding will be withheld pursuant to a Separation Agreement and General Release. To the extent any future penalties or taxes should be required related to such compensation, it shall be the responsibility of Antin and the Stockholders.

The issues associated with accrual of Antin employees' paid time off and additional tax liabilities is still being studied by Mensch & Associates for determination.

4.11.6 The Tax Returns of Antin arc attached hereto, with exceptions to such noted as follows:

Antin and the Stockholders believe that the Tax Returns filed by Antin have been incorrect. Antin is currently undergoing a compilation and verification process which Antin and the Stockholders believe will result in additions, deletions and adjustments to the Antin Tax Returns which will be reflected on the Closing Date Balance Sheet.

Quarterly payroll tax due 31 December 2004 has not been paid and will be reflected on the Closing Date Balance Sheet.

Antin has not qualified to do business in Virginia, Maryland, Washington D.C., Arizona and South Carolina. Antin may owe fees, taxes and penalties in connection with its operations in Virginia, Maryland, Washington D.C., Arizona and South Carolina.

Section 4.12
Intellectual Property

4.12.1 None.

Section 4.14
Employee Benefit Plans

4.14.10 Antin has previously provided a list of the names of all directors and officers of Antin, the names of each employee of Antin, and the total current salary, bonus eligibility, and fringe benefits and perquisites that each such director, officer and employee is expected to receive in the fiscal year ending December 31, 2004 based on current compensation arrangements.

Antin has previously provided a vehicle for Dr. Miller's use.

Section 4.15
Contracts

4.15.1 Antin has previously provided a list of Contracts.

4.15.3 Antin has a FFP task to develop NASA's Mishap Investigation Training Plan and curriculum modules. Antin has requested a formal contract modification to extend the period of performance and milestone deliverables. As of 3 Jan 05, the contract modification has not been received. Antin is continuing to develop the coursework in accordance with the program manager's estimate to complete, and is conducting weekly task reviews with the customer. Antin is in jeopardy of defaulting on this subcontract should the customer not grant the extension or if the products are not accepted. Damages incurred may include the Government's costs to have work performed by a new contractor.

Task 9077 is not expected to continue past expiration of the existing purchase order. It is anticipated that this effort will transfer to a SPAWAR contract vehicle for task performance

Antin has previously provided a list of all tasks that are "at risk" or for which follow-on funding is not anticipated.

Section 4.16
Labor Matters

4.16.2 None,

Section 4.17
Liabilities

4.17. The Company has incurred certain liabilities in connection with the preliminary work relating to the Agreement and to its ongoing operations, including accounting, audit, legal, communications consulting, IT security, rent and other ordinary corporate operating expenses, taxes, various accruals and tines of credit not yet reflected due to lack of financial statements for November and December of 2004 (which will be reflected on the Closing Date Balance Sheet) and January of 2005.

Section 4.18
Operation of Antin's Business; Relationships

4.18.1 Antin has engaged in exchange transactions with certain of its employees in which stock options were exchanged for shares of common stock.

4.18.2 Various customers have, since June 2003 indicated that they will stop or decrease the purchasing of materials, products or services from Antin. These have been in relation to departures of personnel and loss of contracts associated with such personnel.

Antin has provided an AOP and other backup documentation with a description of increases and decreases in business which Antin has projected.

Task 9077 is not expected to continue past expiration of the existing purchase order. It is anticipated that this effort will transfer to a SPAWAR contract vehicle for task performance.

All task orders are subcontracts to a prime for Antin to perform work in support of the Government. Follow-on tasking is dependent on continued funding and available work at the Government Codes.

Section 4.19
Permits

4.19 Antin has not qualified to do business in Virginia, Maryland, Washington D.C., Arizona and South Carolina. Antin may owe fees, taxes and penalties in connection with its operations in Virginia, Maryland, Washington D.C., Arizona and South Carolina.

Section 4.20
Real Property

4.20.2 The lease for the real property occupied by Antin at 4375 Jutland Avenue, San Diego, 92117 was previously provided. This is a sub lease from Sundt Corporation.

Antin also had a lease for a building at 187 Santar Place in San Marcos. This lease was abandoned for the move south to Jutland. It was to terminate November 05. was the "landlord." This has not resulted in current liabilities to Antin.

Section 4.23
Insurance

4.23 A copy of all insurance policies pursuant to which Antin is presently insured and during each of the past three calendar years has been insured will be provided within thirty days of closing.

Antin has a policy with Fidelity Security Life Insurance Company. This is a key person/disability policy on Miller with Antin as the beneficiary. The payment is quarterly ($2920) equating to $1 1,680 per annum. Miller has been paying this personally for Antin since the end of 2003. The second insurance policy is with American General Life Insurance Company (AIG). The annual amount due is $570 assigned to the lesser credit line. This policy was terminated 30 December 04 due to default in payments by Antin dating back to 21 May 04, Both of these policies are required to maintain the Antin credit lines.

Section 53
Covenants of Antin and the Stockholders

5.3(b)(xvi) None.

SCHEDULE 2.1

Determination, Allocation and Disbursement of
Merger Consideration

1. At the Effective Time, SYS will issue 220,000 shares of SYS Common Stock for the benefit of the Antin Stockholders in the following amounts (rounded to nearest whole share for simplicity):

Miller	0
Haleftiras	31,429
White	31,429
Wilson	31,429
Smith	31,429
Dunaway	31,429
Bennett	31,429
Ford	31,429

The foregoing amounts shall not be delivered directly to the Stockholders. Instead, they shall be evidenced by a single stock certificate issued in the name of the Escrow Agent, which shall be delivered to the Escrow Agent, and shall constitute part of the Escrow Consideration.

2. At the Effective Time, SYS will deliver cash for the benefit of the Antin Stockholders in the following amounts (rounded to nearest whole dollar for simplicity):

	Withheld for Taxes	Distributed
Miller	$ 0	$ 0
Haleftiras	44,972	6,457
White	44,972	6,457
Wilson	44,972	6,457
Smith	44,972	6,457
Dunaway	44,972	6,457
Bennett	44,972	6,457
Ford	44,972	6,457

3. Within thirty (30) days after the Closing Date or as soon as practicable thereafter, SYS shall deliver to each Stockholder a Closing Date Balance Sheet for Antin.

4. If the total liabilities reflected on the Closing Date Balance Sheet are equal to or less than One Million Five Hundred Thousand Dollars ($1,500,000), SYS shall (i) issue to Miller Three Hundred Forty-Eight Thousand (348,000) shares of SYS Common Stock and (ii) deposit into the Escrow Account on behalf of Miller One Hundred Twenty-Eight Thousand (128,000) shares of SYS Common Stock.

5. If the total amount of liabilities shown on the Closing Date Balance Sheet exceeds One Million Five Hundred Thousand Dollars ($1,500,000), (i) the number of shares of SYS Common Stock issuable to Miller outside of Escrow pursuant to the preceding paragraph shall be reduced in an amount equal to 41.43% of such excess, (ii) the number of shares to be issued to Miller and deposited in the Escrow Account shall be reduced by 15.24% of such excess, and (iii) shares previously deposited in the Escrow Account pursuant to Section 2.1 shall be returned to SYS in an amount equal to 43.33% of such excess.

6. On or before August 31, 2005, SYS shall provide each Stockholder with an income statement of Antin covering the period from January 1, 2005 through June 30, 2005. If the income statement reflects less than Three Million Five Hundred Thousand Dollars (S3,500,000) in labor based

revenue during such six-month period, SYS shall be paid such shortfall from the Escrow Consideration based on each Stockholder's ownership of Antin as set forth on Schedule 4.4 to the Antin Disclosure Schedule. By August 31, 2006, SYS shall furnish each Stockholder with an income statement for Antin for the twelve months ended June 30, 2006. lf the income statement reflects less than Seven Million Dollars ($7,000,000) in labor based revenue, SYS shall be paid such shortfall from the Escrow Consideration based on each Shareholder's ownership of Antin as set forth on Schedule 4.4 to the Antin Disclosure Schedule.

7. For all purposes under this Agreement, the Escrow Stock Consideration and other shares of SYS Common Stock issued pursuant hereto shall have a value of $2.50 per share,

OFFICERS' CERTIFICATE

January 3, 2005

We the undersigned, Clifton L. Cooke and Michael W. Fink hereby certify that:

1. We are, respectively, the President and Secretary of Shadow I, Inc., a corporation duly organized and existing under the laws of the state of California (the "Company").

2. The Agreement and Plan of Merger in the form attached was entitled to be and was duly approved by the Board of Directors and by the Sole Shareholder of the Company.

3. As of the date set forth above, the Company has 1,000,000 shares of common stock authorized and no shares of preferred stock authorized.

4. The principal terms of the Agreement and Plan of Merger were approved by the Sole Shareholder of the Company by a vote of 1,000 shares of common stock, comprising 100% of the outstanding shares of the Company which equaled or exceeded the vote required to approve the Agreement and Plan of Merger. No vote of the shareholders of the parent corporation of the Company was required.

Each of the undersigned declares, under penalty of perjury under the laws of the State of California, that the matters set forth in this Certificate are true and correct of our own knowledge as of the date set forth above.

/s/ Clifton L. Cooke

Clifton L. Cooke, President

/s/ Michael W. Fink

Michael W. Fink, Secretary

OFFICERS' CERTIFICATE

January 3, 2005

The undersigned, Dr. Janathin A. Miller, hereby certifies that:

1. I am the President and Secretary of Antin Engineering, Inc., a corporation duly organized and existing under the laws of the state of California (the "Company").

2. The Agreement and Plan of Merger in the form attached was entitled to be and v., as duly approved by the Board of Directors and by the Shareholders of the Company.

3. As of the date set forth above, the Company has 2,000,000 shares of common stock authorized and no shares of preferred stock authorized.

4. The principal terms of the Agreement and Plan of Merger were approved by the Shareholders of the Company by a vote of 15,384.61 shares of common stock, comprising 100% of the outstanding shares of the Company which equaled or exceeded the vote required to approve the Agreement and Plan of Merger.

The undersigned declares, under penalty of perjury under the laws of the State of California, that the matters set forth in this Certificate are true and correct of my own knowledge as of the date set forth above.

/s/ Janathin A. Miller

Janathin A. Miller, President and Secretary

QuickLinks

Exhibit 3.59

BYLAWS

OF

SHADOW I, INC.

a California Corporation

Prepared by:

LUCE, FORWARD, HAMILTON & SCRIPPS LLP
600 West Broadway, Suite 2600
San Diego, California 92101
Telephone: 619.236-1414

BYLAWS

Bylaws for the regulation, except as otherwise provided by statute or its Articles of Incorporation ("Articles"), of

SHADOW I, INC.

(a California Corporation)

ARTICLE I

MEETINGS OF SHAREHOLDERS

Section 1. ANNUAL MEETINGS. The annual meeting of shareholders shall be held between 30 and 120 days following the end of the fiscal year of the corporation and at such precise date and time and at such place as fixed by the resolution of the Board of Directors ("Board"). At such meeting, directors shall be elected, reports of the affairs of the corporation shall be considered, and any other business may be transacted which is within the powers of the shareholders.

Section 2. SPECIAL MEETINGS. Special meetings of the shareholders, for any purpose or purposes whatsoever, may be called at any time by the Board, the Chairman of the Board, the President, or by the holders of shares entitled to cast not less than 10% of the votes at the meeting or by such other persons as may be provided in the Articles or in these Bylaws.

Section 3. NOTICE. Written notice of each meeting shall be given to each shareholder entitled to vote, either personally or by mail or other means of written communication, charges prepaid, addressed to such shareholder at his address appearing on the books of the corporation or given by him to the corporation for the purpose of notice. If no such address appears or is given, notice shall be deemed to have been given to him if sent by mail or other means of written communication addressed to the place where the principal executive office of the corporation is situated, or by publication of notice at least once in some newspaper of general circulation in the county in which said office is located. All such notices shall be sent to each shareholder entitled thereto not less than 10 (or if sent by third-class mail, 30) nor more than 60 days before such meeting. Such notice shall specify the place, the date and the hour of such meeting.

In the case of a special meeting, the notice shall state the general nature of business to be transacted and no other business shall be transacted at such meeting.

In the case of an annual meeting, the notice shall state those matters which the Board, at the time of the mailing of the notice, intends to present for action by the shareholders. However, any proper matter may be presented at the meeting for action but action on the following matters shall be valid only if the general nature of the proposal so approved was stated in the notice of the meeting or in a written notice, unless the matter was unanimously approved by those entitled to vote:

(a) the approval of a contract or other transaction between the corporation and one or more of its directors or with any corporation, firm or association in which one or more of its directors has a material financial interest;

(b) an amendment to the Articles;

(c) a reorganization (as defined in §181 of the General Corporation Law) required to be approved by §1201 of the General Corporation Law;

(d) the voluntary winding up and dissolution of the corporation; or

(e) a plan of distribution under §2007 of the General Corporation Law in respect of a corporation in the process of winding up.

The notice of any meeting at which directors are to be elected shall include the names of the nominees intended at the time of the notice to be presented by the Board for election.

The notice shall state such other matters, if any, as may be expressly required by statute.

Section 4. ADJOURNED MEETING AND NOTICE THEREOF. When a shareholders' meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 45 days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

Section 5. QUORUM. Unless otherwise provided in the Articles, the presence in person or by proxy of the persons entitled to vote a majority of the voting shares at any meeting shall constitute a quorum for the transaction of business. The shareholders present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum. In the absence of a quorum, any meeting of shareholders may be adjourned from time to time by the vote of a majority of the shares represented either in person or by proxy, but no other business may be transacted, except as provided above.

Section 6. CONSENT OF ABSENTEES. The transactions of any meeting of shareholders, however called and noticed and wherever held are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of the meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 7. ACTION WITHOUT MEETING. Unless otherwise provided in the Articles, any action which may be taken at any annual or special meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted; provided, however, that:

(a) unless the consents of all shareholders entitled to vote have been solicited in writing, notice of any shareholder approval:

(1) of a contract or other transaction between the corporation and one or more of its directors or with any corporation, firm or association in which one or more of its directors has a material financial interest;

(2) of an indemnity pursuant to §317 of the General Corporation Law;

(3) of a reorganization (as defined in §181 of the General Corporation Law) required to be approved by § 1201 of the General Corporation Law; or

(4) of a plan of distribution under §2007 of the General Corporation Law in respect of a corporation in the process of winding up, which approval was obtained without a meeting by less than unanimous written consent,

shall be given at least 10 days before the consummation of the action authorized by such approval; and

(b) prompt notice shall be given of the taking of any other corporate action approved by shareholders without a meeting by less than unanimous written consent, to those shareholders entitled to vote who have not consented in writing. Notice of such approval shall be given in the same manner as required by Article 1, Section 3 of these Bylaws.

Any shareholder giving a written consent, or the shareholder's proxyholder or proxyholders, or a transferee of the shares, or a personal representative of the shareholder, or their respective proxyholder or proxyholders, may revoke the consent by a writing received by the corporation prior to the time that written consents of the number of shares required to authorize the proposed action have been filed with the Secretary of the corporation, but may not do so thereafter. Such revocation is effective upon its receipt by the Secretary of the corporation.

Notwithstanding the above provisions, directors may not be elected by written consent except by unanimous written consent of all shares entitled to vote for the election of directors.

Section 8. RECORD DATES. For purposes of determining the shareholders entitled to notice of any meeting or to vote or entitled to exercise any other rights, the Board may fix, in advance, a record date, which shall not be more than 60 nor less than 10 days prior to the date of such meeting nor more than 60 days prior to any other action. If no record date is fixed by the Board:

(a) the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held;

(b) the record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, when no prior action by the Board is necessary, shall be the day on which the first written consent is given; and

(c) the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto, or the 60th day prior to the date of such other action, whichever is later. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting unless the Board fixes a new record date for the adjourned meeting, but the Board shall fix a new record date if the meeting is adjourned for more than 45 days.

Section 9. PROXIES. Every person entitled to vote shares may authorize another person or persons to act by proxy with respect to such shares. No proxy shall be valid after the expiration of 11 months from the date thereof unless otherwise provided in the proxy. Every proxy continues in full force and effect until revoked as specified in §705(b) of the General Corporation Law or unless it states that it is irrevocable. A proxy which states that it is irrevocable is irrevocable for the period specified therein when it is held by a person specified in §705(e) of the General Corporation Law.

Section 10. VOTING; CUMULATIVE VOTING AND NOTICE THEREOF. Votes on any matter may be viva voce but shall be by ballot upon demand made by a shareholder at any election and before the voting begins. No shareholder shall be entitled to cumulate votes for election of directors (i.e., cast for any candidate for election as directors a number of votes greater than the number of votes which such shareholder normally is entitled to cast) unless such candidate or candidates' names have been placed in nomination prior to the voting and the shareholder has given notice at the meeting prior to the voting of the shareholder's intention to cumulate the shareholder's votes. If any one shareholder has given such notice, all shareholders may cumulate their votes for candidates in nomination. If cumulative voting is proper, every shareholder entitled to vote at any election of

directors may cumulate such shareholder's votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which the shareholder's shares are normally entitled, or distribute the shareholder's votes on the same principle among as many candidates as the shareholder thinks fit. In any election of directors, the candidates receiving the highest number of affirmative votes of the shares entitled to be voted for them up to the number of directors to be elected by such shares are elected; votes against the director and votes withheld shall have no legal effect.

Except for election of directors, provided above, votes on other substantive and procedural matters shall be taken on the basis of one vote for each shares represented at the meeting.

Fractional shares shall not be entitled to any voting rights.

Section 11. CHAIRMAN OF MEETING. The Board may select any person to preside as Chairman of any meeting of shareholders, and if such person shall be absent from the meeting, or fail or be unable to preside, the Board may name any other person in substitution therefor as Chairman. In the absence of an express selection by the Board of a Chairman or substitute therefor, the Chairman of the Board shall preside as Chairman. If the Chairman of the Board shall be absent, fail or be unable to preside, the President shall preside. If the President shall be absent, fail or be unable to preside the Vice President or Vice Presidents in order of their rank as fixed by the Board, the Secretary, or the Chief Financial Officer, shall preside as Chairman, in that order. The Chairman of the meeting shall designate a secretary for such meeting, who shall take and keep or cause to be taken and kept minutes of the proceedings thereof.

The conduct of all shareholders' meetings shall at all times be within the discretion of the Chairman of the meeting and shall be conducted under such rules as he may prescribe. The Chairman shall have the right and power to adjourn any meeting at any time, without a vote of the shares present in person or represented by proxy, if the Chairman shall determine such action to be in the best interests of the corporation and its shareholders.

Section 12. INSPECTORS OF ELECTION. In advance of any meeting of shareholders, the Board may appoint any persons other than nominees for office as inspectors of election to act at the meeting and any adjournment thereof. If inspectors of election are not so appointed, or if any such persons fail to appear or refuse to act, the Chairman of any such meeting may, and on the request of any shareholder or his proxy shall, make such appointment at the meeting. The number of inspectors shall be either one or three. If appointed at a meeting on the request of one or more shareholders or proxies, the majority of shares present in person or by proxy shall determine whether one or three inspectors are to be appointed.

The inspectors of election shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, the authenticity, validity and effect of proxies, receive votes, ballots or consents, hear and determine all challenges and questions in any way arising in connection with the right to vote, count and tabulate all votes or consents, determine when the polls shall close, determine the result and do such acts as may be proper to conduct the election or vote with fairness to all shareholders.

If there are three inspectors of election, the decision, act or certificate of a majority is effective in all respects as the decision, act or certificate of all.

ARTICLE II

DIRECTORS

Section 1. POWERS. Subject to any limitations in the Articles or these Bylaws and to any provision of the General Corporation Law relating to action required to be approved by the

shareholders or by the outstanding shares, or by less than a majority vote of a class or series of preferred shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the day-to-day operation of the business of the corporation to a management company or other person provided that the business and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. NUMBER. The authorized number of directors shall not less than three (3) nor more than five (5). Unless otherwise provided for in the Articles, the exact number of directors shall be fixed, from time to time, by a vote of a majority of the directors then holding office or by a majority of the outstanding voting shares of the corporation.

Section 3. ELECTION AND TERM OF OFFICE. The directors shall be elected at each annual meeting of shareholders, and the directors may be elected at any special meeting of shareholders held for that purpose. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified.

Section 4. ORGANIZATION MEETING. Immediately following each annual meeting of shareholders the Board shall hold a regular meeting for the purpose of organization, election of officers, and the transaction of other business.

Section 5. REGULAR MEETINGS. Regular meetings of the Board shall be held at such times and places within or without the state as may be designated in the notice of the meeting or which are designated by resolution of the Board. In the absence of designation of place, regular meetings shall be held at the principal office of the corporation.

Section 6. SPECIAL MEETINGS. Special meetings of the Board for any purpose or purposes may be called at any time by the Chairman of the Board, the President, or by any Vice President or the Secretary or any two directors. Special meetings of the Board may be held at such times and places within or without the state as may be designated in the notice of the meeting or which are designated by resolution of the Board.

Section 7. NOTICE OF MEETINGS. When notice of a meeting of the Board is required, at least four days notice by mail or 48 hours notice delivered personally or by telephone or telegraph shall be given to each director. Such notice need not specify the purpose of the meeting. Notice of a meeting need not be given to any director who signs a waiver of notice or consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. PARTICIPATION BY TELEPHONE. Members of the Board may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Participation in a meeting pursuant to this Section constitutes presence in person at such meeting.

Section 9. QUORUM. A majority of the authorized number of directors constitutes a quorum of the Board for the transaction of business. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

Section 10. VOTING. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the Board, subject to Section 9 of this Article and to:

(a) the provisions of §310 of the General Corporation Law regarding votes in respect of a contract or other transaction between the corporation and one or more of its directors or with any corporation, firm or association in which one or more of its directors has a material financial interest, and

(b) Corporation Law regarding votes in respect of indemnification of agents of the corporation who are members of the Board.

Section 11. ACTION WITHOUT MEETING. Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such directors.

Section 12. RESIGNATION. Any director may resign effective upon giving written notice to the Chairman of the Board, the President, the Secretary or the Board of the corporation, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

Section 13. VACANCIES. Except for a vacancy created by the removal of a director, vacancies on the Board may be filled by the unanimous written consent of the directors then in office, the affirmative vote of a majority of the directors then in office at a meeting held pursuant to notice or waivers of notice complying with Section 307, or by a sole remaining director. Vacancies occurring in the Board by reason of the removal of directors may be filled only by approval of the shareholders. The shareholders may elect a director at any time to fill any vacancy not filled by the directors. Any such election by written consent other than to fill a vacancy created by removal requires the consent of a majority of the outstanding shares entitled to vote.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

Section 14. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment Such notice need not comply with the time in which notice must be given prior to a meeting as required by Section 7 of Article II of the Bylaws, but should be given as far in advance as is reasonably practicable under all the circumstances existing at the time of adjournment.

Section 15. VISITORS. No person other than a director may attend any meeting of the Board without the consent of a majority of the directors present; provided, however, that a representative of legal counsel for the corporation and a representative of the independent certified public accountant for the corporation may attend any such meeting upon the invitation of any director.

Section 16. FEES AND COMPENSATION. Directors and members of committees may receive such compensation for their services and such reimbursement for expenses as may be fixed or determined by resolution of the Board.

Section 17. COMMITTEES. The Board may, by resolution adopted by a majority of the authorized number of directors, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the Board. The Board may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. The appointment of members or alternate members of a committee requires the vote of a majority of the authorized directors. Any such committee, to the extent provided in the resolution of the Board or in the Bylaws, shall have all the authority of the Board, except with respect to:

(a) the approval of any action for which the General Corporation Law also requires shareholders' approval or approval of the outstanding shares;

(b) the filling of vacancies on the Board or in any committee;

(c) the fixing of compensation of the directors for serving on the Board or on any committee;

(d) the amendment or repeal of Bylaws or the adoption of new Bylaws;

(e) the amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;

(f) a distribution to the shareholders of the corporation (as defined in §166 of the General Corporation Law), except at a rate, in the periodic amount or within a price range set forth in the articles or determined by the Board; and

(g) the appointment of other committees of the Board or the members thereof.

Section 18. MEETINGS AND ACTION OF COMMITTEES. Meetings and action of committees shall be governed by, and held and taken in accordance with, the provisions of this Article, Sections 5 (Regular Meetings), 6 (Special Meetings), 7 (Notice of Meetings), 8 (Participation by Telephone), 9 (Quorum), 10 (Voting), 11 (Action Without Meeting), and 14 (Adjournment), with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the Board and its members, except that the time of regular meetings of committees may be determined by resolution of the Board as well as the committee, special meetings of committees may also be called by resolutions of the Board and notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The Board may adopt rules for the government of any committee not inconsistent with the provisions of these Bylaws.

ARTICLE III

OFFICERS

Section 1. OFFICERS. The officers of the corporation shall be a Chairman of the Board or a President, or both, a Secretary and a Chief Financial Officer. The corporation may also have, at the discretion of the Board, one or more Vice Presidents, one or more Assistant Secretaries and Assistant Financial Officers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article. One person may hold two or more offices.

Section 2. ELECTION. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article, shall be chosen annually by the Board, and each shall hold office until resignation or removal or other disqualification to serve, or the election of a successor.

Section 3. SUBORDINATE OFFICERS. The Board, the Chairman and the President shall each have the power to appoint such assistant vice presidents, assistant secretaries and assistant treasurers or financial officers as the business of the corporation may require, each of whom shall hold office for

such period, have such authority and perform such duties as the appointing officer or the Board may from time to time determine. In the case of subordinate officers appointed by the Chairman or the President, such appointment shall be reported to the Board at its next meeting, but the failure to so report shall not affect the validity of the appointment. The Board may remove any subordinate officer at any time.

Section 4. REMOVAL AND RESIGNATION. Any officer may be removed, either with or without cause, by action of the Board duly taken, or, except in case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board.

Any officer may resign at any time by giving written notice to the corporation, to the attention of the Secretary. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. VACANCIES. A vacancy in any office shall be filled in the manner prescribed in the Bylaws for regular appointments to such office.

Section 6. CHAIRMAN OF THE BOARD. The Chairman of the Board, if there shall be such an officer, shall, if present, preside at all meetings of the Board, cause minutes thereof to be taken, and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board or prescribed by the Bylaws. In the event the corporation shall not have an elected President, the Chairman of the Board shall also have the authority and perform the duties as provided for the President in the following Section of this Article.

Section 7. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the Board to the Chairman of the Board, if there is such an officer, the President shall be the Chief Executive Officer of the corporation and shall, subject to the control of the Board, have general supervision, direction and control of the business and affairs of the corporation. In the absence of the Chairman of the Board, or if there is none, the President shall preside at all meetings of the Board. He shall be ex officio a member of all the standing committees, including the Executive Committee, if any, and shall have the general powers and duties of management usually vested in the office of President of a corporation, and shall have such other powers and duties as may be prescribed by the Board or the Bylaws.

Section 8. EXECUTIVE VICE PRESIDENT. In the absence or disability of the President, the Executive Vice Presidents, if there shall be such officers designated by the Board, shall, in order of their rank as fixed by the Board or, if not ranked, the Executive Vice President designated by the Board, shall perform all the duties of the President, or if there be none, the Chairman of the Board, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President or Chairman of the Board. The Executive Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for each of them by the Board or the Bylaws.

Section 9. VICE PRESIDENT. In the absence or disability of the President and the Executive Vice President, the Vice Presidents in order of their rank as fixed by the Board or, if not ranked, the Vice President designated by the Board, shall perform all the duties of the President, or, if there be none, the Chairman of the Board, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President or Chairman of the Board. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for each of them by the Board or the Bylaws.

Section 10. SECRETARY. The Secretary shall keep or cause to be kept at the principal executive office a book of minutes of all meetings and consents to action without a meeting of directors, committees and shareholders, with the time and place of holding, whether regular or special,

and, if special, how authorized, the notice thereof given, the names of those present at directors' and committee meetings, the number of shares present or represented at shareholders' meetings, and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal executive office or at the office of the corporation's transfer agent or registrar, a record of its shareholders showing the names of the shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation.

The Secretary shall give, or cause to be given, notice of all the meetings of the shareholders and of the Board required by the Bylaws or by law to be given.

The Secretary shall keep the seal of the corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board or by the Bylaws.

Section 11. CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including changes in financial position, accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and shares. Any surplus shall be classified according to source and shown in a separate account.

The Chief Financial Officer shall deposit all monies and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the Board. He shall disburse the funds of the corporation as may be ordered by the Board or by any officer having authority therefor, shall render to the President and directors, whenever they request it, an account of all of his transactions and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board or the Bylaws.

ARTICLE IV

MISCELLANEOUS

Section 1. LOANS TO OR GUARANTIES FOR THE BENEFIT OF OFFICERS OR DIRECTORS; LOANS UPON THE SECURITY OF SHARES OF THE CORPORATION.

(a) Except as expressly provided in subsection (b) hereof, the corporation shall not make any loan of money or property to or guarantee the obligation of:

(1) any director or officer of the corporation or of its parent, or

(2) any person upon the security of shares of the corporation or of its parent, unless the loan or guaranty is otherwise adequately secured, or unless approved by the vote of the holders of a majority of the shares of all classes, regardless of limitations or restrictions on voting rights, other than shares held by the benefited director, officer or shareholder.

(3) The corporation may lend money to, or guarantee any obligation of any officer or other employee of the corporation or of any subsidiary, including any officer or employee who is also a director, pursuant to an employee benefit plan (including, without limitation, any stock purchase or stock option plan) available to executives or other employees, whenever the Board determines that such loan or guaranty may reasonably be expected to benefit the corporation. If such plan includes officers or directors, it shall be approved by the shareholders after disclosure of the right under such plan to include officers or directors thereunder. A loan or guaranty under this subdivision may be with or without interest and may be unsecured or secured in such manner as the Board shall approve, including, without limitation, a pledge of shares of the corporation. The corporation may advance money to a

director or officer of the corporation or of its parent or any subsidiary for expenses reasonably anticipated to be incurred in the performance of the duties of such director or officer, provided that in the absence of such advance such director or officer would be entitled to be reimbursed for such expenses by such corporation, its parent or any subsidiary.

Section 2. RECORD DATE AND CLOSING STOCK BOOKS. When a record date is fixed, only shareholders of record on that date are entitled to notice of and to vote at the meeting or to receive a dividend, distribution, or allotment of rights, or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date.

The Board may close the books of the corporation against transfers of shares during the whole or any part of a period not more than 60 days prior to the date of a shareholders' meeting, the date when the right to any dividend, distribution, or allotment of rights vests, or the effective date of any change, conversion or exchange of shares.

Section 3. INSPECTION OF CORPORATE RECORDS. The record of shareholders, the accounting books and records of the corporation, and minutes of proceedings of the shareholders, the Board and committees of the Board shall be open to inspection upon the written demand of any shareholder or holder of a voting trust certificate, at any time during usual business hours for a purpose reasonably related to his interests as a shareholder or as the holder of a voting trust certificate. Such inspection may be made in person or by an agent or attorney, and shall include the right to copy and make extracts. Demand of inspection shall be made in writing upon the corporation to the attention of the Secretary.

A shareholder or shareholders holding at least five percent in the aggregate of the outstanding voting shares of the corporation or who hold at least one percent of such voting shares and have filed a Schedule 14-B with the United States Securities and Exchange Commission relating to the election of directors of the corporation shall have an absolute right to access to a list of shareholders as provided in §1600(a) of the General Corporation Law.

Section 4. WAIVER OF ANNUAL REPORT. The annual report to shareholders referred to in Section 1501 of the General Corporation Law is expressly waived, but nothing herein shall be interpreted as prohibiting the Board from issuing annual or other periodic reports to the shareholders of the corporation as they deem appropriate.

Section 5. EXECUTION OF CONTRACTS. Any contract or other instrument in writing entered into by the corporation, when signed by the Chairman of the Board, the President or any Vice President and the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Financial Officer is not invalidated as to the corporation by any lack of authority of the signing officers in the absence of actual knowledge on the part of the other party to the contract or other instrument that the signing officers had no authority to execute the same. Contracts or other instruments in writing made in the name of the corporation which are authorized or ratified by the Board, or are done within the scope of authority, actual or apparent, conferred by the Board or within the agency power of the officer executing it, bind the corporation.

Section 6. SHARE CERTIFICATES. A certificate or certificates for shares of the capital stock of the corporation shall be issued to each shareholder when any such shares are fully paid. Every shareholder in the corporation shall be entitled to have a certificate signed in the name of the corporation by the Chairman of the Board or the President or a Vice President and by the Chief Financial Officer or an Assistant Financial Officer or the Secretary or any Assistant Secretary, certifying the number of shares and the class or series of shares owned by the shareholders. Any or all of the signatures on the certificate may be facsimile.

The corporation may issue the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor. On the certificates issued to represent any

partly paid shares or, for uncertificated securities, on the initial transaction statement for such partly paid shares, the total amount of the consideration to be paid therefor and the amount paid thereon shall be stated.

No new certificate for shares shall be issued in lieu of an old certificate unless the latter is surrendered and cancelled at the same time; provided, however, that a new certificate may be issued without the surrender and cancellation of the old certificate if:

(a) the old certificate is lost, stolen or destroyed;

(b) the request for the issuance of the new certificate is made within a reasonable time after the owner of the old certificate has notice of its loss, destruction, or theft;

(c) the request for the issuance of a new certificate is made prior to the receipt of notice by the corporation that the old certificate has been acquired by a bona fide purchaser; and

(d) the owner satisfies any other reasonable requirements imposed by the corporation including, at the election of the Board, the filing of sufficient indemnity bond or undertaking with the corporation or its transfer agent. In the event of the issuance of a new certificate, the rights and liabilities of the corporation, and of the holders of the old and new certificates, shall be governed by the provisions of §§8104 and 8405 of the California Commercial Code.

Section 7. REPRESENTATION OF SECURITIES OF OTHERS. Unless otherwise determined by the Board or the Executive Committee, the President, or any other officer of the corporation designated in writing by the President, is authorized to vote, represent and exercise on behalf of the corporation all rights incident to any and all securities of any other person or entity standing in the name of the corporation. The authority herein granted may be exercised either in person, or by proxy.

Section 8. INSPECTION .OF BYLAWS. The corporation shall keep in its principal executive or business office in this state, the original or a copy of its Bylaws as amended to date, which shall be open to inspection by the shareholders at all reasonable times during office hours.

Section 9. EMPLOYEE STOCK PURCHASE AND OPTION PLANS. The corporation may adopt and carry out a stock purchase plan or agreement or stock option plan or agreement providing for the issue and sale for such consideration as may be fixed of its unissued shares, or of issued shares acquired or to be acquired, to one or more of the employees or directors of the corporation or of a subsidiary or parent thereof or to a trustee on their behalf and for the payment for such shares in installments or at one time, and may provide for aiding any such persons in paying for such shares by compensation for services rendered, promissory notes or otherwise.

A stock purchase plan or agreement or stock option plan or agreement may include, among other features, the fixing of eligibility for participation therein, the class and price of shares to be issued or sold under the plan or agreement, the number of shares which may be subscribed for, the method of payment therefor, the reservation of title until full payment therefor, the effect of the termination of employment, an option or obligation on the part of the corporation to repurchase the shares upon termination of employment, subject to the provisions of Chapter 5 of the California Corporations Code, restrictions upon transfer of the shares and the time limits of and termination of the plan.

Section 10. CONSTRUCTION AND DEFINITIONS. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the California General Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, the singular number includes the plural and the plural number includes the singular, and the term "person" includes a corporation as well as a natural person.

Section 11. INDEMNIFICATION OF CORPORATE AGENTS. The corporation is authorized to provide indemnification of its agents (as defined in Section 317(a) of the California Corporations Code) to the fullest extent permissible under California law through bylaw provisions, agreements with its agents, vote of the shareholders or disinterested directors, or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code. This corporation is further authorized to provide insurance for agents as set forth in Section 317 of the California Corporations Code.

Section 12. LIABILITY OF DIRECTORS. The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law. Any repeal or modification of the foregoing provisions of Sections 11 and 12 hereof by the shareholders of this corporation shall not adversely affect any right or protection of an agent of this corporation existing at the time of such repeal or modification.

Section 13. FINANCIAL STATEMENTS. A copy of any annual financial statement and any income statement of the corporation for each quarterly period of each fiscal year, and any accompanying balance sheet of the corporation as of the end of each such period, that has been prepared by the corporation shall be kept on file in the principal executive office of the corporation for 12 months and each such statement shall be exhibited at all reasonable times to any shareholder demanding an examination of any such statement or a copy shall be mailed to any such shareholder.

A shareholder or shareholders holding at least five percent of the outstanding shares of any class of stock of the corporation may make a written request to the corporation for an income statement of the corporation for the three-month, six-month or nine-month period of the then current fiscal year ended more than 30 days prior to the date of the request, and a balance sheet of the corporation as of the end of such period; the Chief Financial Officer shall cause such statements to be prepared, if not already prepared, and shall deliver personally or mail such statement or statements to the person making the request within 30 days after the receipt of such request. If the corporation has not sent to the shareholders its annual report for the last fiscal year, this report shall likewise be delivered or mailed to such shareholder or shareholders within 30 days after such request.

The corporation also shall, upon the written request of any shareholder, mail to the shareholder a copy of the last annual, semi-annual or quarterly income statement which it has prepared and a balance sheet as of the end of such period.

The quarterly income statements and balance sheets referred to in this Section shall be accompanied by the report thereon, if any, of any independent accountants engaged by the corporation or the certificate of an authorized officer of the corporation that such financial statements were prepared without audit from the books and records of the corporation.

Section 14. ANNUAL STATEMENT OF GENERAL INFORMATION. The corporation shall file, during the period commencing in December and ending in November of every other year, with the Secretary of State of the State of California, on the prescribed form, a statement setting forth the number of vacancies on the Board, if any, the names and complete business or residence addresses of all incumbent directors, the Chief Executive Officer, Secretary and Chief Financial Officer, the street address of its principal executive office or principal business office in this state and the general type of business constituting the principal business activity of the corporation, together with a designation of the agent of the corporation for the purpose of service of process, all in compliance with Section 1502 of the Corporations Code of California.

Section 15. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board.

ARTICLE V

AMENDMENTS TO BYLAWS

Section 1. POWER OF SHAREHOLDERS. New Bylaws may be adopted or these Bylaws may be amended or repealed by the vote or written consent of shareholders entitled to exercise a majority of the voting power of the corporation.

Section 2. POWER OF DIRECTORS. Subject to the right of shareholders as provided in Section 1 of this Article to adopt, amend or repeal Bylaws, Bylaws may be adopted, amended or repealed by the Board provided, however, that after the issuance of shares a Bylaw specifying or changing a fixed number of directors or the maximum or minimum number or changing from a fixed to a variable Board or vice versa may only be adopted by the vote or written consent of shareholders entitled to exercise a majority of the voting power of the corporation.

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Exhibit 3.60

ARTICLES OF INCORPORATION
OF
SHADOW II, INC.

FIRST: The name of the corporation is:

Shadow II, Inc.

SECOND: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THIRD: The name and complete address in this State of the corporation's initial agent for service of process is:

Edward M. Lake, CFO
SYS Technologies
5050 Murphy Canyon Road, Suite 200
San Diego, CA 92123

FOURTH: The corporation is authorized to issue a total of one million (1,000,000) shares of Common Stock ("Common Stock").

FIFTH: The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

SIXTH: The corporation is authorized to provide indemnification of its agents (as defined in Section 317(a) of the California Corporations Code) to the fullest extent permissible under California law through bylaw provisions, agreements with its agents, vote of the shareholders or disinterested directors, or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code. The corporation is further authorized to provide insurance for agents as set forth in Section 317 of the California Corporations Code.

SEVENTH: Any repeal or modification of the foregoing provisions of Articles Fifth and Sixth by the shareholders of the corporation shall not adversely affect any right or protection of an agent of this corporation existing at the time of such repeal or modification.

For the purpose of forming the corporation under the laws of the State of California, the undersigned incorporator has executed these Articles of Incorporation.

Dated: September 30, 2005

/s/ Clifton L. Cooke

Clifton L. Cooke, Sole Incorporator

VIA GRL/CORPORATE SEARCH

September 30, 2005

Secretary of State
Corporations Division
Sacramento, CA 94244-2300

Re: *Consent to use of name*

Dear Sir or Madam:

The undersigned, on behalf of Shadow I, Inc., hereby gives consent for the use of the name Shadow II, Inc., as a California stock corporation.

SHADOW I, INC.

By: /s/ Clifton L. Cooke

Clifton L. Cooke, President

AGREEMENT OF MERGER

This Agreement of Merger, dated November 7, 2005, is entered by and among SYS, a California corporation ("SYS"): Shadow II, Inc., a California corporation and a wholly-owned subsidiary of SYS ("Surviving Corporation"),Logic Innovations, Inc., a California corporation ("Merging Corporation"), and the following persons, who constitute all of the shareholders of Logic and are referred to collectively herein as the "Stockholders," the "Shareholders," or the "Logic Stockholders," and individually as "Stockholder," "Shareholder," or "Logic Stockholder:" Charles P. Mrdjenovich and Jamie L. Curtis, joint tenants and residents of the State of California; Theo H. Aukerman and Charlene A. Aukerman, joint tenants and residents of the State of California; Phillip A. England and Lisa K. England, joint tenants and residents of the State of California; Rebecca Blankinship, an individual and resident in the State of California; Michael Gehlen and Dwityani S. Gehlen, joint tenants and residents of the State of California; Timothy D. Green and Kellie L. Green, joint tenants and residents of the State of California; Stephen Jones and Nicole L. Jones, joint tenants and residents in the State of California; Kevin R. McIver and Rene C. McIver, joint tenants and residents of the State of California; Kyle R. Myers, an individual and resident in the State of Californi; Rene Savalle and Maureen B. Savalle, joint tenants and residents in the State of California; Frederick J. Kokaska and Barbara L. Kokaska, joint tenants and residents of the State of California; Suzana C. Brady, an individual and resident of the State of Virginia; and Konstantin R. Wilms and Catherine L. Wilms, joint tenants and residents of the State of California. Terms not otherwise defined herein shall have the meanings given to them in the Agreement and Plan of Merger, on even date herewith, and among the parties listed above.

1. Merging Corporation shall be merged into Surviving Corporation

2. By virtue of the merger, each issued and outstanding share of the sole class of stock of the Merging Corporation shall be converted into, and shall represent the right to receive, that portion of the aggregate amount of $4,000,000 (such aggregate amount, the "Merger Consideration"), to which such share is entitled in proportion to the overall number of shares, with $2,000,000 payable in cash (the "Cash Consideration"), and $2,000,000, payable in the form of shares of restricted SYS Common Stock (valued at $4.49 per share, which is the average closing price of SYS Common Stock on the American Stock Exchange over the thirty (30) trading days immediately preceding and including November 4, 2005 (the "Stock Consideration"). $400,000 of the Merger Consideration shall be paid to Xyratex International, Inc. to secure a release from Xyratex International, Inc. The balance of the Merger Consideration shall be paid and allocated and distributed among the Shareholders in accordance with their stock ownership.

3. SYS shall also pay the following Earnout Consideration:

3.1. If the Net Revenues of the Surviving Corporation for the twelve-month period ending June 30, 2006 exceed $4,500,000 ($4,000,000 of which must be earned subsequent to the Effective Time). SYS shall pay the Shareholders an additional $500,000 on October 15, 2006. Such payment shall consist of $250,000 in cash and $250,000 worth of the Common Stock of SYS, valued at the average closing price of SYS Common Stock on its principal trading market over the ten trading days immediately preceding June 30, 2006.

3.2. If the Earnings Before Income Tax. Depreciation and Amortization ("EBITDA") of the Surviving Corporation from the Effective Time through June 30, 2006 exceed 17% of the Net Revenues earned by the Surviving Corporation during such period, then SYS shall pay such excess amount to the Shareholders on October 15, 2006.

3.3. If the EBITDA of the Surviving Corporation for the fiscal year ending June 30, 2007 exceed 19% of the Net Revenues earned by the Surviving Corporation during such period, then SYS shall pay such excess amount to the Shareholders on October 15, 2007.

3.4. If the EBITDA of the Surviving Corporation for the fiscal year ending June 30, 2008 exceed 20% of the Net Revenues earned by the Surviving Corporation during such period, then SYS shall pay such excess amount to the Shareholders on October 15, 2008.

3.5. All amounts paid by SYS to the Shareholders pursuant to Sections 3.1, 3.2, 3.3 and 3.4 shall be paid, allocated and distributed among the Shareholders in accordance with their stock ownership.

4. The outstanding shares of Surviving Corporation shall remain outstanding and are not affected by the merger.

5. Merging Corporation shall from time to time, as and when requested by Surviving Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out this merger.

6. The effect of the merger and the effective date of the merger are as prescribed by law.

7. The Articles of Incorporation of Surviving Corporation upon the effective date of the merger in the State of California shall be the Articles of Incorporation of Surviving Corporation and shall continue in full force and effect until amended and changed in the manner prescribed by the provisions of the General Corporation Law of the State of California.

8. The bylaws of Surviving Corporation upon the effective date of the merger in the State of California shall be the bylaws of Surviving Corporation and shall continue in full force and effect until changed, altered or amended as therein provided and in the manner prescribed by the provisions of the General Corporation Law of the State of California.

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IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

SYS

By: /s/ Clifton L. Cooke

Name: Clifton L. Cooke
Title: President

SHADOW II, INC.

By: /s/ Clifton L. Cooke

Name: Clifton L. Cooke
Title: President

SYS

By:

Name: Michael W. Fink
Title: Secretary

SHADOW II, INC.

By: /s/ Michael W. Fink

Name: Michael W. Fink
Title: Secretary

LOGIC INNOVATIONS, INC.

By: /s/ Charles P. Mrdjenovich

Name: Charles P. Mrdjenovich
Title: President

By: /s/ Rebecca Blankinship

Name: Rebecca Blankinship
Title: Secretary

SHAREHOLDERS

/s/ Charles P. Mrdjenovich

Charles P. Mrdjenovich, as joint tenant

and

/s/ Jamie L. Curtis

Jamie L. Curtis, as joint tenant

/s/ Phillip A. England

Phillip A. England, as joint tenant

and

/s/ Lisa K. England

Lisa K. England, as joint tenant

/s/ Michael Gehlen,

Michael Gehlen as joint tenant

and

/s/ Dwityani S. Gehlen

Dwityani S. Gehlen, as joint tenant

/s/ Theo H. Aukerman

Theo H. Aukerman, as joint tenant

and

/s/ Charlene A. Aukerman

Charlene A. Aukerman, as joint tenant

/s/ Rene Savalle

Rene Savalle

and

/s/ Maureen B. Savalle

Maureen B. Savalle, as joint tenant

/s/ Timothy D. Green,

Timothy D. Green, as joint tenant

and

/s/ Kellie L. Green

Kellie L. Green, as joint tenant

/s/ Stephen Jones,

Stephen Jones, as joint tenant

and

/s/ Nicole L. Jones

Nicole L. Jones, as joint tenant

/s/ Frederick J. Kokaska,

Frederick J. Kokaska, as joint tenant

and

/s/ Barbara L. Kokaska

Barbara L. Kokaska, as joint tenant

/s/ Rebecca Blankinship,

Rebecca Blankinship

/s/ Suzana C. Brady

Suzana C. Brady

/s/ Kevin R. McIver,

Kevin R. McIver, as joint tenant

and

/s/ Rene C. McIver

Rene C. McIver, as joint tenant

/s/ Konstantin R. Wilms,

Konstantin R. Wilms, as joint tenant

and

/s/ Catherine L.Wilms

Catherine L.Wilms, as joint tenant

/s/ Kyle R. Myers

Kyle R. Myers

OFFICERS' CERTIFICATE
APPROVAL
OF
AGREEMENT OF MERGER
November 7, 2005

We the undersigned, Charles P. Mrdjenovich and Rebecca Blankinship hereby certify that:

1. We are, respectively, the President and Secretary of Logic Innovations, Inc., a corporation duly organized and existing under the laws of the state of California (the "Company").

2. The Agreement of Merger in the form attached was entitled to be and was duly approved by the board of directors and by the shareholders of the Company.

3. As of the date set forth above, the Company has 1,000,000 shares of common stock authorized and no shares of preferred stock authorized.

4. The shareholders of the Company approved the principal terms of the Agreement of Merger by a vote of 11,271 shares of common stock, comprising 100% of the outstanding shares of the Company, which equaled or exceeded the vote of a majority of the outstanding shares required to approve the Agreement of Merger.

The undersigned declares, under penalty of perjury under the laws of the State of California, that the matters set forth in this Certificate are true and correct of my own knowledge as of the date set forth above.

/s/ Charles P. Mrdjenovich

Charles P. Mrdjenovich, President

/s/ Rebecca Blankinship

Rebecca Blankinship, Secretary

OFFICERS' CERTIFICATE
APPROVAL
OF
AGREEMENT OF MERGER
November 7, 2005

We the undersigned, Clifton L. Cooke and Michael W. Fink hereby certify that:

1. We are, respectively, the President and Secretary of Shadow II, Inc., a corporation duly organized and existing under the laws of the state of California (the "Company").

2. The Agreement of Merger in the form attached was entitled to be and was duly approved by the board of directors and by the sole shareholder of the Company.

3. As of the date set forth above, the Company has 1,000,000 shares of common stock authorized and no shares of preferred stock authorized.

4. The sole shareholder of the Company approved the principal terms of the Agreement of Merger by a vote of 1,000 shares of common stock, comprising 100% of the outstanding shares of the Company, which equaled or exceeded the vote of a majority of the outstanding shares required to approve the Agreement of Merger.

Each of the undersigned declares, under penalty of perjury under the laws of the State of California, that the matters set forth in this Certificate are true and correct of my own knowledge as of the date set forth above.

/s/ Clifton L. Cooke

Clifton L. Cooke, President

/s/ Michael W. Fink

Michael W. Fink, Secretary

QuickLinks

Exhibit 3.61

BYLAWS

OF

SHADOW II, INC.

a California Corporation

Prepared by:

LUCE, FORWARD, HAMILTON & SCRIPPS LLP
600 West Broadway, Suite 2600
San Diego, California 92101
Telephone: 619.236-1414

BYLAWS

Bylaws for the regulation, except as otherwise provided by statute or its Articles of Incorporation ("Articles"), of

SHADOW II, INC.

(a California Corporation)

ARTICLE I

MEETINGS OF SHAREHOLDERS

Section 1. ANNUAL MEETINGS. The annual meeting of shareholders shall be held between 30 and 120 days following the end of the fiscal year of the corporation and at such precise date and time and at such place as fixed by the resolution of the Board of Directors ("Board"). At such meeting, directors shall be elected, reports of the affairs of the corporation shall be considered, and any other business may be transacted which is within the powers of the shareholders.

Section 2. SPECIAL MEETINGS. Special-meetings of the shareholders, for any purpose or purposes whatsoever, may be called at any time by the Board, the Chairman of the Board, the President, or by the holders of shares entitled to cast not less than 10% of the votes at the meeting or by such other persons as may be provided in the Articles or in these Bylaws.

Section 3. NOTICE. Written notice of each meeting shall be given to each shareholder entitled to vote, either personally or by mail or other means of written communication, charges prepaid, addressed to such shareholder at his address appearing on the books of the corporation or given by him to the corporation for the purpose of notice. If no such address appears or is given, notice shall be deemed to have been given to him if sent by mail or other means of written communication addressed to the place where the principal executive office of the corporation is situated, or by publication of notice at least once in some newspaper of general circulation in the county in which said office is located. All such notices shall be sent to each shareholder entitled thereto not less than 10 (or if sent by third-class mail, 30) nor more than 60 days before such meeting. Such notice shall specify the place, the date and the hour of such meeting.

In the case of a special meeting, the notice shall state the general nature of business to be transacted and no other business shall be transacted at such meeting.

In the case of an annual meeting, the notice shall state those matters which the Board, at the time of the mailing of the notice, intends to present for action by the shareholders. However, any proper matter may be presented at the meeting for action but action on the following matters shall be valid only if the general nature of the proposal so approved was stated in the notice of the meeting or in a written notice, unless the matter was unanimously approved by those entitled to vote:

(a) the approval of a contract or other transaction between the corporation and one or more of its directors or with any corporation, firm or association in which one or more of its directors has a material financial interest;

(b) an amendment to the Articles;

(c) a reorganization (as defined in §181 of the General Corporation Law) required to be approved by §1201 of the General Corporation Law;

(d) the voluntary winding up and dissolution of the corporation; or

(e) a plan of distribution under §2007 of the General Corporation Law in respect of a corporation in the process of winding up.

The notice of any meeting at which directors are to be elected shall include the names of the nominees intended at the time of the notice to be presented by the Board for election.

The notice shall state such other matters, if any, as may be expressly required by statute.

Section 4. ADJOURNED MEETING AND NOTICE THEREOF. When a shareholders' meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 45 days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

Section 5. QUORUM. Unless otherwise provided in the Articles, the presence in person or by proxy of the persons entitled to vote a majority of the voting shares at any meeting shall constitute a quorum for the transaction of business. The shareholders present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum. In the absence of a quorum, any meeting of shareholders may be adjourned from time to time by the vote of a majority of the shares represented either in person or by proxy, but no other business may be transacted, except as provided above.

Section 6. CONSENT OF ABSENTEES. The transactions of any meeting of shareholders, however called and noticed and wherever held are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of the meeting, or an approval of the minutes thereof All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 7. ACTION WITHOUT MEETING. Unless otherwise provided in the Articles, any action which may be taken at any annual or special meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted; provided, however, that:

(a) unless the consents of all shareholders entitled to vote have been solicited in writing, notice of any shareholder approval:

(1) of a contract or other transaction between the corporation and one or more of its directors or with any corporation, firm or association in which one or more of its directors has a material financial interest;

(2) of an indemnity pursuant to §317 of the General Corporation Law;

(3) of a reorganization (as defined in §181 of the General Corporation Law) required to be approved by §1201 of the General Corporation Law; or

(4) of a plan of distribution under §2007 of the General Corporation Law in respect of a corporation in the process of winding up, which approval was obtained without a meeting by less than unanimous written consent,

shall be given at least 10 days before the consummation of the action authorized by such approval; and

(b) prompt notice shall be given of the taking of any other corporate action approved by shareholders without a meeting by less than unanimous written consent, to those shareholders entitled to vote who have not consented in writing. Notice of such approval shall be given in the same manner as required by Article I, Section 3 of these Bylaws.

Any shareholder giving a written consent, or the shareholder's proxyholder or proxyholders, or a transferee of the shares, or a personal representative of the shareholder, or their respective proxyholder or proxyholders, may revoke the consent by a writing received by the corporation prior to the time that written consents of the number of shares required to authorize the proposed action have been filed with the Secretary of the corporation, but may not do so thereafter. Such revocation is effective upon its receipt by the Secretary of the corporation.

Notwithstanding the above provisions, directors may not be elected by written consent except by unanimous written consent of all shares entitled to vote for the election of directors.

Section 8. RECORD DATES. For purposes of determining the shareholders entitled to notice of any meeting or to vote or entitled to exercise any other rights, the Board may fix, in advance, a record date, which shall not be more than 60 nor less than 10 days prior to the date of such meeting nor more than 60 days prior to any other action. If no record date is fixed by the Board:

(a) the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held;

(b) the record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, when no prior action by the Board is necessary, shall be the day on which the first written consent is given; and

(c) the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto, or the 60th day prior to the date of such other action, whichever is later. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting unless the Board fixes a new record date for the adjourned meeting, but the Board shall fix a new record date if the meeting is adjourned for more than 45 days.

Section 9. PROXIES. Every person entitled to vote shares may authorize another person or persons to act by proxy with respect to such shares. No proxy shall be valid after the expiration of 11 months from the date thereof unless otherwise provided in the proxy. Every proxy continues in full force and effect until revoked as specified in §705(b) of the General Corporation Law or unless it states that it is irrevocable. A proxy which states that it is irrevocable is irrevocable for the period specified therein when it is held by a person specified in §705(e) of the General Corporation Law.

Section 10. VOTING; CUMULATIVE VOTING AND NOTICE THEREOF. Votes on any matter may be viva voce but shall be by ballot upon demand made by a shareholder at any election and before the voting begins. No shareholder shall be entitled to cumulate votes for election of directors (i.e., cast for any candidate for election as directors a number of votes greater than the number of votes which such shareholder normally is entitled to cast) unless such candidate or candidates' names have been placed in nomination prior to the voting and the shareholder has given notice at the meeting prior to the voting of the shareholder's intention to cumulate the shareholder's votes. If any one shareholder has given such notice, all shareholders may cumulate their votes for candidates in nomination. If cumulative voting is proper, every shareholder entitled to vote at any election of

directors may cumulate such shareholder's votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by, the, number ,,of votes to which the shareholder's shares are normally entitled, or distribute the shareholder's votes on the same principle among as many candidates as the shareholder thinks fit. In any election of directors, the candidates receiving the highest number of affirmative votes of the shares entitled to be voted for them up to the number of directors to be elected by such shares are elected; votes against the director and votes withheld shall have no legal effect.

Except for election of directors, provided above, votes on other substantive and procedural matters shall be taken on the basis of one vote for each shares represented at the meeting.

Fractional shares shall not be entitled to any voting rights.

Section 11. CHAIRMAN OF MEETING. The Board may select any person to preside as Chairman of any meeting of shareholders, and if such person shall be absent from the meeting, or fail or be unable to preside, the Board may name any other person in substitution therefor as Chairman. In the absence of an express selection by the Board of a Chairman or substitute therefor, the Chairman of the Board shall preside as Chairman. If the Chairman of the Board shall be absent, fail or be unable to preside, the President shall preside. If the President shall be absent, fail or be unable to preside the Vice President or Vice Presidents in order of their rank as fixed by the Board, the Secretary, or the Chief Financial Officer, shall preside as Chairman, in that order. The Chairman of the meeting shall designate a secretary for such meeting, who shall take and keep or cause to be taken and kept minutes of the proceedings thereof.

The conduct of all shareholders' meetings shall at all times be within the discretion of the Chairman of the meeting and shall be conducted under such rules as he may prescribe. The Chairman shall have the right and power to adjourn any meeting at any time, without a vote of the shares present in person or represented by proxy, if the Chairman shall determine such action to be in the best interests of the corporation and its shareholders.

Section 12. INSPECTORS OF ELECTION. In advance of any meeting of shareholders, the Board may appoint any persons other than nominees for office as inspectors of election to act at the meeting and any adjournment thereof. If inspectors of election are not so appointed, or if any such persons fail to appear or refuse to act, the Chairman of any such meeting may, and on the request of any shareholder or his proxy shall, make such appointment at the meeting. The number of inspectors shall be either one or three. If appointed at a meeting on the request of one or more shareholders or proxies, the majority of shares present in person or by proxy shall determine whether one or three inspectors are to be appointed.

The inspectors of election shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, the authenticity, validity and effect of proxies, receive votes, ballots or consents, hear and determine all challenges and questions in any way arising in connection with the right to vote, count and tabulate all votes or consents, determine when the polls shall close, determine the result and do such acts as may be proper to conduct the election or vote with fairness to all shareholders.

If there are three inspectors of election, the decision, act or certificate of a majority is effective in all respects as the decision, act or certificate of all.

ARTICLE II

DIRECTORS

Section 1. POWERS. Subject to any limitations in the Articles or these Bylaws and to any provision of the General Corporation Law relating to action required to be approved by the shareholders or by the outstanding shares, or by less than a majority vote of a class or series of preferred shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the day-to-day operation of the business of the corporation to a management company or other person provided that the business and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. NUMBER. The authorized number of directors shall not less than three (3) nor more than five (5). Unless otherwise provided for in the Articles, the exact number of directors shall be fixed, from time to time, by a vote of a majority of the directors then holding office or by a majority of the outstanding voting shares of the corporation.

Section 3. ELECTION AND TERM OF OFFICE. The directors shall be elected at each annual meeting of shareholders, and the directors may be elected at any special meeting of shareholders held for that purpose. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified.

Section 4. ORGANIZATION MEETING. Immediately following each annual meeting of shareholders the Board shall hold a regular meeting for the purpose of organization, election of officers, and the transaction of other business.

Section 5. REGULAR MEETINGS. Regular meetings of the Board shall be held at such times and places within or without the state as may be designated in the notice of the meeting or which are designated by resolution of the Board. In the absence of designation of place, regular meetings shall be held at the principal office of the corporation.

Section 6. SPECIAL MEETINGS. Special meetings of the Board for any purpose or purposes may be called at any time by the Chairman of the Board, the President, or by any Vice President or the Secretary or any two directors. Special meetings of the Board may be held at such times and places within or without the state as may be designated in the notice of the meeting or which are designated by resolution of the Board.

Section 7. NOTICE OF MEETINGS. When notice of a meeting of the Board is required, at least four days notice by mail or 48 hours notice delivered personally or by telephone or telegraph shall be given to each director. Such notice need not specify the purpose of the meeting. Notice of a meeting need not be given to any director who signs a waiver of notice or consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. PARTICIPATION BY TELEPHONE. Members of the Board may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Participation in a meeting pursuant to this Section constitutes presence in person at such meeting.

Section 9. QUORUM. A majority of the authorized number of directors constitutes a quorum of the Board for the transaction of business. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is

approved by at least a majority of the required quorum for such meeting. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

Section 10. VOTING. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the Board, subject to Section 9 of this Article and to:

(a) the provisions of §310 of the General Corporation Law regarding votes in respect of a contract or other transaction between the corporation and one or more of its directors or with any corporation, firm or association in which one or more of its directors has a material financial interest, and

(b) Corporation Law regarding votes in respect of indemnification of agents of the corporation who are members of the Board.

Section 11. ACTION WITHOUT MEETING. Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such directors.

Section 12. RESIGNATION. Any director may resign effective upon giving written notice to the Chairman of the Board, the President, the Secretary or the Board of the corporation, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

Section 13. VACANCIES. Except for a vacancy created by the removal of a director, vacancies on the Board may be filled by the unanimous written consent of the directors then in office, the affirmative vote of a majority of the directors then in office at a meeting held pursuant to notice or waivers of notice complying with Section 307, or by a sole remaining director. Vacancies occurring in the Board by reason of the removal of directors may be filled only by approval of the shareholders. The shareholders may elect a director at any time to fill any vacancy not filled by the directors. Any such election by written consent other than to fill a vacancy created by removal requires the consent of a majority of the outstanding shares entitled to vote.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

Section 14. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment Such notice need not comply with the time in which notice must be given prior to a meeting as required by Section 7 of Article II of the Bylaws, but should be given as far in advance as is reasonably practicable under all the circumstances existing at the time of adjournment.

Section 15. VISITORS. No person other than a director may attend any meeting of the Board without the consent of a majority of the directors present; provided, however, that a representative of legal counsel for the corporation and a representative of the independent certified public accountant for the corporation may attend any such meeting upon the invitation of any director.

Section 16. FEES AND COMPENSATION. Directors and members of committees may receive such compensation for their services and such reimbursement for expenses as may be fixed or determined by resolution of the Board.

Section 17. COMMITTEES. The Board may, by resolution adopted by a majority of the authorized number of directors, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the Board. The Board may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. The appointment of members or alternate members of a committee requires the vote of a majority of the authorized directors. Any such committee, to the extent provided in the resolution of the Board or in the Bylaws, shall have all the authority of the Board, except with respect to:

(a) the approval of any action for which the General Corporation Law also requires shareholders' approval or approval of the outstanding shares;

(b) the filling of vacancies on the Board or in any committee;

(c) the fixing of compensation of the directors for serving on the Board or on any committee;

(d) the amendment or repeal of Bylaws or the adoption of new Bylaws;

(e) the amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;

(f) a distribution to the shareholders of the corporation (as defined in §166 of the General Corporation Law), except at a rate, in the periodic amount or within a price range set forth in the articles or determined by the Board; and

(g) the appointment of other committees of the Board or the members thereof.

Section 18. MEETINGS AND ACTION OF COMMITTEES. Meetings and action of committees shall be governed by, and held and taken in accordance with, the provisions of this Article, Sections 5 (Regular Meetings), 6 (Special Meetings), 7 (Notice of Meetings), 8 (Participation by Telephone), 9 (Quorum), 10 (Voting), 11 (Action Without Meeting), and 14 (Adjournment), with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the Board and its members, except that the time of regular meetings of committees may be determined by resolution of the Board as well as the committee, special meetings of committees may also be called by resolutions of the Board and notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The Board may adopt rules for the government of any committee not inconsistent with the provisions of these Bylaws.

ARTICLE III

OFFICERS

Section 1. OFFICERS. The officers of the corporation shall be a Chairman of the Board or a President, or both, a Secretary and a Chief Financial Officer. The corporation may also have, at the discretion of the Board, one or more Vice Presidents, one or more Assistant Secretaries and Assistant Financial Officers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article. One person may hold two or more offices.

Section 2. ELECTION. The officers of the corporation., except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article, shall be chosen annually by the Board, and each shall hold office until resignation or removal or other disqualification to serve, or the election of a successor.

Section 3. SUBORDINATE OFFICERS. The Board, the Chairman and the President shall each have the power to appoint such assistant vice presidents, assistant secretaries and assistant treasurers or financial officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as the appointing officer or the Board may from time to time determine. In the case of subordinate officers appointed by the Chairman or the President, such appointment shall be reported to the Board at its next meeting, but the failure to so report shall not affect the validity of the appointment. The Board may remove any subordinate officer at any time.

Section 4. REMOVAL AND RESIGNATION. Any officer may be removed, either with or without cause, by action of the Board duly taken, or, except in case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board.

Any officer may resign at any time by giving written notice to the corporation, to the attention of the Secretary. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. VACANCIES. A vacancy in any office shall be filled in the manner prescribed in the Bylaws for regular appointments to such office.

Section 6. CHAIRMAN OF THE BOARD. The Chairman of the Board, if there shall be such an officer, shall, if present, preside at all meetings of the Board, cause minutes thereof to be taken, and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board or prescribed by the Bylaws. In the event the corporation shall not have an elected President, the. Chairman of the Board shall also have the authority and perform the duties as provided for the President in the following Section of this Article.

Section 7. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the Board to the Chairman of the Board, if there is such an officer, the President shall be the Chief Executive Officer of the corporation and shall, subject to the control of the Board, have general supervision, direction and control of the business and affairs of the corporation. In the absence of the Chairman of the Board, or if there is none, the President shall preside at all meetings of the Board. He shall be ex officio a member of all the standing committees, including the Executive Committee, if any, and shall have the general powers and duties of management usually vested in the office of President of a corporation, and shall have such other powers and duties as may be prescribed by the Board or the Bylaws.

Section 8. EXECUTIVE VICE PRESIDENT. In the absence or disability of the President, the Executive Vice Presidents, if there shall be such officers designated by the Board, shall, in order of their rank as fixed by the Board or, if not ranked, the Executive Vice President designated by the Board, shall perform all the duties of the President, or if there be none, the Chairman of the Board, and when so acting shall have all the powers o& and be subject to all the restrictions upon, the President or Chairman of the Board. The Executive Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for each of them by the Board or the Bylaws.

Section 9. VICE PRESIDENT. In the absence or disability of the President and the Executive Vice President, the Vice Presidents in order of their rank as fixed by the Board or, if not ranked, the Vice President designated by the Board, shall perform all the duties of the President, or, if there be none, the Chairman of the Board, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President or Chairman of the Board. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for each of them by the Board or the Bylaws.

Section 10. SECRETARY. The Secretary shall keep or cause to be kept at the principal executive office a book of minutes of all meetings and consents to action without a meeting of directors, committees and shareholders, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at directors' and committee meetings, the number of shares present or represented at shareholders' meetings, and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal executive office or at the office of the corporation's transfer agent or registrar, a record of its shareholders showing the names of the shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation.

The Secretary shall give, or cause to be given, notice of all the meetings of the shareholders and of the Board required by the Bylaws or by law to be given.

The Secretary shall keep the seal of the corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board or by the Bylaws.

Section 11. CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including changes in financial position, accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and shares. Any surplus shall be classified according to source and shown in a separate account.

The Chief Financial Officer shall deposit all monies and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the Board. He shall disburse the funds of the corporation as may be ordered by the Board or by any officer having authority therefor, shall render to the President and directors, whenever they request it, an account of all of his transactions and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board or the Bylaws.

ARTICLE IV

MISCELLANEOUS

Section 1. LOANS TO OR GUARANTIES FOR THE BENEFIT OF OFFICERS OR DIRECTORS; LOANS UPON THE SECURITY OF SHARES OF THE CORPORATION.

(a) Except as expressly provided in subsection (b) hereof, the corporation shall not make any loan of money or property to or guarantee the obligation of:

(1) any director or officer of the corporation or of its parent, or

(2) any person upon the security of shares of the corporation or of its parent, unless the loan or guaranty is otherwise adequately secured, or unless approved by the vote of the holders of a majority of the shares of all classes, regardless of limitations or restrictions on voting rights, other than shares held by the benefited director, officer or shareholder.

(3) The corporation may lend money to, or guarantee any obligation of any officer or other employee of the corporation or of any subsidiary, including any officer or employee who is also a director, pursuant to an employee benefit plan (including, without limitation, any stock purchase or stock option plan) available to executives or other employees, whenever the Board determines that such loan or guaranty may reasonably be expected to benefit the corporation. If such plan includes officers or directors, it shall be approved by the shareholders after disclosure of the right under such plan to include officers or directors

thereunder. A loan or guaranty under this subdivision may be with or without interest and may be unsecured or secured in such manner as the Board shall approve, including, without limitation, a pledge of shares of the corporation. The corporation may advance money to a director or officer of the corporation or of its parent or any subsidiary for expenses reasonably anticipated to be incurred in the performance of the duties of such director or officer, provided that in the absence of such advance such director or officer would be entitled to be reimbursed for such expenses by such corporation, its parent or any subsidiary.

Section 2. RECORD DATE AND CLOSING STOCK BOOKS. When a record date is fixed, only shareholders of record on that date are entitled to notice of and to vote at the meeting or to receive a dividend, distribution, or allotment of rights, or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date.

The Board may close the books of the corporation against transfers of shares during the whole or any part of a period not more than 60 days prior to the date of a shareholders' meeting, the date when the right to any dividend, distribution, or allotment of rights vests, or the effective date of any change, conversion or exchange of shares.

Section 3. INSPECTION OF CORPORATE RECORDS. The record of shareholders, the accounting books and records of the corporation, and minutes of proceedings of the shareholders, the Board and committees of the Board shall be open to inspection upon the written demand of any shareholder or holder of a voting trust certificate, at any time during usual business hours for a purpose reasonably related to his interests as a shareholder or as the holder of a voting trust certificate. Such inspection may be made in person or by an agent or attorney, and shall include the right to copy and make extracts. Demand of inspection shall be made in writing upon the corporation to the attention of the Secretary.

A shareholder or shareholders holding at least five percent in the aggregate of the outstanding voting shares of the corporation or who hold at least one percent of such voting shares and have filed a Schedule 14-B with the United States Securities and Exchange Commission relating to the election of directors of the corporation shall have an absolute right to access to a list of shareholders as provided in § 1600(a) of the General Corporation Law.

Section 4. WAIVER OF ANNUAL REPORT. The annual report to shareholders referred to in Section 1501 of the General Corporation Law is expressly waived, but nothing herein shall be interpreted as prohibiting the Board from issuing annual or other periodic reports to the shareholders of the corporation as they deem appropriate.

Section 5. EXECUTION OF CONTRACTS. Any contract or other instrument in writing entered into by the corporation, when signed by the Chairman of the Board, the President or any Vice President and the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Financial Officer is not invalidated as to the corporation by any lack of authority of the signing officers in the absence of actual knowledge on the part of the other party to the contract or other instrument that the signing officers had no authority to execute the same. Contracts or other instruments in writing made in the name of the corporation which are authorized or ratified by the Board, or are done within the scope of authority, actual or apparent, conferred by the Board or within the agency power of the officer executing it, bind the corporation.

Section 6. SHARE CERTIFICATES. A certificate or certificates for shares of the capital stock of the corporation shall be issued to each shareholder when any such shares are fully paid. Every shareholder in the corporation shall be entitled to have a certificate signed in the name of the corporation by the Chairman of the Board or the President or a Vice President and by the Chief Financial Officer or an Assistant Financial Officer or the Secretary or any Assistant Secretary,

certifying the number of shares and the class or series of shares owned by the shareholders. Any or all of the signatures on the certificate may be facsimile.

The corporation may issue the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor. On the certificates issued to represent any partly paid shares or, for uncertificated securities, on the initial transaction statement for such partly paid shares, the total amount of the consideration to be paid therefor and the amount paid thereon shall be stated.

No new certificate for shares shall be issued in lieu of an old certificate unless the latter is surrendered and cancelled at the same time; provided, however, that a new certificate may be issued without the surrender and cancellation of the old certificate if:

(a) the old certificate is lost, stolen or destroyed;

(b) the request for the issuance of the new certificate is made within a reasonable time after the owner of the old certificate has notice of its loss, destruction, or theft;

(c) the request for the issuance of a new certificate is made prior to the receipt of notice by the corporation that the old certificate has been acquired by a bona fide purchaser; and

(d) the owner satisfies any other reasonable requirements imposed by the corporation including, at the election of the Board, the filing of sufficient indemnity bond or undertaking with the corporation or its transfer agent. In the event of the issuance of a new certificate, the rights and liabilities of the corporation, and of the holders of the old and new certificates, shall be governed by the provisions of §§8104 and 8405 of the California Commercial Code.

Section 7. REPRESENTATION OF SECURITIES OF OTHERS. Unless otherwise determined by the Board or the Executive Committee, the President, or any other officer of the corporation designated in writing by the President, is authorized to vote, represent and exercise on behalf of the corporation all rights incident to any and all securities of any other person or entity standing in the name of the corporation. The authority herein granted may be exercised either in person, or by proxy.

Section 8. INSPECTION OF BYLAWS. The corporation shall keep in its principal executive or business office in this state, the original or a copy of its Bylaws as amended to date, which shall be open to inspection by the shareholders at all reasonable times during office hours.

Section 9. EMPLOYEE STOCK PURCHASE AND OPTION PLANS. The corporation may adopt and carry out a stock purchase plan or agreement or stock option plan or agreement providing for the issue and sale for such consideration as may be fixed of its unissued shares, or of issued shares acquired or to be acquired, to one or more of the employees or directors of the corporation or of a subsidiary or parent thereof or to a trustee on their behalf and for the payment for such shares in installments or at one time, and may provide for aiding any such persons in paying for such shares by compensation for services rendered, promissory notes or otherwise.

A stock purchase plan or agreement or stock option plan or agreement may include, among other features, the fixing of eligibility for participation therein, the class and price of shares to be issued or sold under the plan or agreement, the number of shares which may be subscribed for, the method of payment therefor, the reservation of title until full payment therefor, the effect of the termination of employment, an option or obligation on the part of the corporation to repurchase the shares upon termination of employment, subject to the provisions of Chapter 5 of the California Corporations Code, restrictions upon transfer of the shares and the time limits of and termination of the plan.

Section 10. CONSTRUCTION AND DEFINITIONS. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the California General Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the

foregoing, the masculine gender includes the feminine and neuter, the singular number includes the plural and the plural number includes the singular, and the term "person" includes a corporation as well as a natural person.

Section 11. INDEMNIFICATION OF CORPORATE AGENTS. The corporation is authorized to provide indemnification of its agents (as defined in Section 317(a) of the California Corporations Code) to the fullest extent permissible under California law through bylaw provisions, agreements with its agent's, vote of the shareholders or disinterested directors, or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code. This corporation is further authorized to provide insurance for agents as set forth in Section 317 of the California Corporations Code.

Section 12. LIABILITY OF DIRECTORS. The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law. Any repeal or modification of the foregoing provisions of Sections 11 and 12 hereof by the shareholders of this corporation shall not adversely affect any right or protection of an agent of this corporation existing at the time of such repeal or modification.

Section 13. FINANCIAL STATEMENTS. A copy of any annual financial statement and any income statement of the corporation for each quarterly period of each fiscal year, and any accompanying balance sheet of the corporation as of the end of each such period, that has been prepared by the corporation shall be kept on file in the principal executive office of the corporation for 12 months and each such statement shall be exhibited at all reasonable times to any shareholder demanding an examination of any such statement or a copy shall be mailed to any such shareholder.

A shareholder or shareholders holding at least five percent of the outstanding shares of any class of stock of the corporation may make a written request to the corporation for an income statement of the corporation for the three-month, six-month or nine-month period of the then current fiscal year ended more than 30 days prior to the date of the request, and a balance sheet of the corporation as of the end of such period; the Chief Financial Officer shall cause such statements to be prepared, if not already prepared, and shall deliver personally or mail such statement or statements to the person making the request within 30 days after the receipt of such request. If the corporation has not sent to the shareholders its annual report for the last fiscal year, this report shall likewise be delivered or mailed to such shareholder or shareholders within 30 days after such request.

The corporation also shall, upon the written request of any shareholder, mail to the shareholder a copy of the last annual, semi-annual or quarterly income statement which it has prepared and a balance sheet as of the end of such period.

The quarterly income statements and balance sheets referred to in this Section shall be accompanied by the report thereon, if any, of any independent accountants engaged by the corporation or the certificate of an authorized officer of the corporation that such financial statements were prepared without audit from the books and records of the corporation.

Section 14. ANNUAL STATEMENT OF GENERAL. INFORMATION. The corporation shall file, during the period commencing in September and ending in November of every other year, with the Secretary of State of the State of California, on the prescribed form, a statement setting forth the number of vacancies on the Board, if any, the names and complete business or residence addresses of all incumbent directors, the Chief Executive Officer, Secretary and Chief Financial Officer, the street address of its principal executive office or principal business office in this state and the general type of business constituting the principal business activity of the corporation, together with a designation of the agent of the corporation for the purpose of service of process, all in compliance with Section 1502 of the Corporations Code of California.

Section 15. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board.

ARTICLE V

AMENDMENTS TO BYLAWS

Section 1. POWER OF SHAREHOLDERS. New Bylaws may be adopted or these Bylaws may be amended or repealed by the vote or written consent of shareholders entitled to exercise a majority of the voting power of the corporation.

Section 2. POWER OF DIRECTORS. Subject to the right of shareholders as provided in Section 1 of this Article to adopt, amend or repeal Bylaws, Bylaws may be adopted, amended or repealed by the Board provided, however, that after the issuance of shares a Bylaw specifying or changing a fixed number of directors or the maximum or minimum number or changing from a fixed to a variable Board or vice versa may only be adopted by the vote or written consent of shareholders entitled to exercise a majority of the voting power of the corporation.

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Exhibit 3.62

ARTICLES OF INCORPORATION
OF
SHADOW III, INC.

FIRST: The name of the corporation is:

Shadow III; Inc.

SECOND: The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THIRD: The name and complete address in this State of the corporation's initial agent for service of process is:

Edward M. Lake, CFO
SYS Technologies
5050 Murphy Canyon Road, Suite 200
San Diego, CA 92123

FOURTH: The corporation is authorized to issue a total of one million (1,000,000) shares of Common Stock ("Common Stock").

FIFTH: The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

SIXTH: The corporation is authorized to provide indemnification of its agents (as defined in Section 317(a) of the California Corporations Code) to the fullest extent permissible under California law through bylaw provisions, agreements with its agents, vote of the shareholders or disinterested directors, or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code. The corporation is further authorized to provide insurance for agents as set forth in Section 317 of the California Corporations Code.

SEVENTH: Any repeal or modification of the foregoing provisions of Articles Fifth and Sixth by the shareholders of the corporation shall not adversely affect any right or protection of an agent of this corporation existing at the time of such repeal or modification.

For the purpose of forming the corporation under the laws of the State of California, the undersigned incorporator has executed these Articles of Incorporation.

Dated: September 26, 2006

/s/ Antónia E. Lopes

Antónia E. Lopes, Sole Incorporator

QuickLinks

Exhibit 3.62

Exhibit 3.63

BYLAWS

OF

SHADOW III, INC.

a California Corporation

Prepared by:

LUCE, FORWARD, HAMILTON & SCRIPPS LLP
600 West Broadway, Suite 2600
San Diego, California 92101
Telephone: 619.236-1414

BYLAWS

Bylaws for the regulation, except as otherwise provided by statute or its Articles of Incorporation ("Articles"), of

SHADOW III, INC.

(a California Corporation)

ARTICLE I

MEETINGS OF SHAREHOLDERS

Section 1. ANNUAL MEETINGS. The annual meeting of shareholders shall be held between 30 and 120 days following the end of the fiscal year of the corporation and at such precise date and time and at such place as fixed by the resolution of the Board of Directors ("Board"). At such meeting, directors shall be elected, reports of the affairs of the corporation shall be considered, and any other business may be transacted which is within the powers of the shareholders.

Section 2. SPECIAL MEETINGS. Special meetings of the shareholders, for any purpose or purposes whatsoever, may be called at any time by the Board, the Chairman of the Board, the President, or by the holders of shares entitled to cast not less than 10% of the votes at the meeting or by such other persons as may be provided in the Articles or in these Bylaws.

Section 3. NOTICE. Written notice of each meeting shall be given to each shareholder entitled to vote, either personally or by mail or other means of written communication, charges prepaid, addressed to such shareholder at his address appearing on the books of the corporation or given by him to the corporation for the purpose of notice. If no such address appears or is given, notice shall be deemed to have been given to him if sent by mail or other means of written communication addressed to the place where the principal executive office of the corporation is situated, or by publication of notice at least once in some newspaper of general circulation in the county in which said office is located. All such notices shall be sent to each shareholder entitled thereto not less than 10 (or if sent by third-class mail, 30) nor more than 60 days before such meeting. Such notice shall specify the place, the date and the hour of such meeting.

In the case of a special meeting, the notice shall state the general nature of business to be transacted and no other business shall be transacted at such meeting.

In the case of an annual meeting, the notice shall state those matters which the Board, at the time of the mailing of the notice, intends to present for action by the shareholders. However, any proper matter may be presented at the meeting for action but action on the following matters shall be valid only if the general nature of the proposal so approved was stated in the notice of the meeting or in a written notice, unless the matter was unanimously approved by those entitled to vote:

(a) the approval of a contract or other transaction between the corporation and one or more of its directors or with any corporation, firm or association in which one or more of its directors has a material financial interest;

(b) an amendment to the Articles;

(c) a reorganization (as defined in §181 of the General Corporation Law) required to be approved by §1201 of the General Corporation Law;

(d) the voluntary winding up and dissolution of the corporation; or

(e) a plan of distribution under §2007 of the General Corporation Law in respect of a corporation in the process of winding up.

The notice of any meeting at which directors are to be elected shall include the names of the nominees intended at the time of the notice to be presented by the Board for election.

The notice shall state such other matters, if any, as may be expressly required by statute.

Section 4. ADJOURNED MEETING AND NOTICE THEREOF. When a shareholders' meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 45 days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

Section 5. QUORUM. Unless otherwise provided in the Articles, the presence in person or by proxy of the persons entitled to vote a majority of the voting shares at any meeting shall constitute a quorum for the transaction of business. The shareholders present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum. In the absence of a quorum, any meeting of shareholders may be adjourned from time to time by the vote of a majority of the shares represented either in person or by proxy, but no other business may be transacted, except as provided above.

Section 6. CONSENT OF ABSENTEES. The transactions of any meeting of shareholders, however called and noticed and wherever held are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of the meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 7. ACTION WITHOUT MEETING. Unless otherwise provided in the Articles, any action which may be taken at any annual or special meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted; provided, however, that:

(a) unless the consents of all shareholders entitled to vote have been solicited in writing, notice of any shareholder approval:

(1) of a contract or other transaction between the corporation and one or more of its directors or with any corporation, firm or association in which one or more of its directors has a material financial interest;

(2) of an indemnity pursuant to §317 of the General Corporation Law;

(3) of a reorganization (as defined in §181 of the General Corporation Law) required to be approved by §1201 of the General Corporation Law; or

(4) of a plan of distribution under §2007 of the General Corporation Law in respect of a corporation in the process of winding up, which approval was obtained without a meeting by less than unanimous written consent,

shall be given at least 10 days before the consummation of the action authorized by such approval; and

(b) prompt notice shall be given of the taking of any other corporate action approved by shareholders without a meeting by less than unanimous written consent, to those shareholders

entitled to vote who have not consented in writing. Notice of such approval shall be given in the same manner as required by Article I, Section 3 of these Bylaws.

Any shareholder giving a written consent, or the shareholder's proxyholder or proxyholders, or a transferee of the shares, or a personal representative of the shareholder, or their respective proxyholder or proxyholders, may revoke the consent by a writing received by the corporation prior to the time that written consents of the number of shares required to authorize the proposed action have been filed with the Secretary of the corporation, but may not do so thereafter. Such revocation is effective upon its receipt by the Secretary of the corporation.

Notwithstanding the above provisions, directors may not be elected by written consent except by unanimous written consent of all shares entitled to vote for the election of directors.

Section 8. RECORD DATES. For purposes of determining the shareholders entitled to notice of any meeting or to vote or entitled to exercise any other rights, the Board may fix, in advance, a record date, which shall not be more than 60 nor less than 10 days prior to the date of such meeting nor more than 60 days prior to any other action. If no record date is fixed by the Board:

(a) the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held;

(b) the record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, when no prior action by the Board is necessary, shall be the day on which the first written consent is given; and

(c) the record date for determining shareholders for any other purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto, or the 60th day prior to the date of such other action, whichever is later. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting unless the Board fixes a new record date for the adjourned meeting, but the Board shall fix a new record date if the meeting is adjourned for more than 45 days.

Section 9. PROXIES. Every person entitled to vote shares may authorize another person or persons to act by proxy with respect to such shares. No proxy shall be valid after the expiration of 11 months from the date thereof unless otherwise provided in the proxy. Every proxy continues in full force and effect until revoked as specified in §705(b) of the General Corporation Law or unless it states that it is irrevocable. A proxy which states that it is irrevocable is irrevocable for the period specified therein when it is held by a person specified in §705(e) of the General Corporation Law.

Section 10. VOTING; CUMULATIVE VOTING AND NOTICE THEREOF. Votes on any matter may be viva voce but shall be by ballot upon demand made by a shareholder at any election and before the voting begins. No shareholder shall be entitled to cumulate votes for election of directors (i.e., cast for any candidate for election as directors a number of votes greater than the number of votes which such shareholder normally is entitled to cast) unless such candidate or candidates' names have been placed in nomination prior to the voting and the shareholder has given notice at the meeting prior to the voting of the shareholder's intention to cumulate the shareholder's votes. If any one shareholder has given such notice, all shareholders may cumulate their votes for candidates in nomination. If cumulative voting is proper, every shareholder entitled to vote at any election of directors may cumulate such shareholder's votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which the shareholder's shares are normally entitled, or distribute the shareholder's votes on the same principle among as many candidates as the shareholder thinks fit. In any election of directors, the candidates receiving the highest number of affirmative votes of the shares entitled to be voted for them up to the number of

directors to be elected by such shares are elected; votes against the director and votes withheld shall have no legal effect.

Except for election of directors, provided above, votes on other substantive and procedural matters shall be taken on the basis of one vote for each shares represented at the meeting.

Fractional shares shall not be entitled to any voting rights.

Section 11. CHAIRMAN OF MEETING. The Board may select any person to preside as Chairman of any meeting of shareholders, and if such person shall be absent from the meeting, or fail or be unable to preside, the Board may name any other person in substitution therefor as Chairman. In the absence of an express selection by the Board of a Chairman or substitute therefor, the Chairman of the Board shall preside as Chairman. If the Chairman of the Board shall be absent, fail or be unable to preside, the President shall preside, If the President shall be absent, fail or be unable to preside the Vice President or Vice Presidents in order of their rank as fixed by the Board, the Secretary, or the Chief Financial Officer, shall preside as Chairman, in that order. The Chairman of the meeting shall designate a secretary for such meeting, who shall take and keep or cause to be taken and kept minutes of the proceedings thereof.

The conduct of all shareholders' meetings shall at all times be within the discretion of the Chairman of the meeting and shall be conducted under such rules as he may prescribe. The Chairman shall have the right and power to adjourn any meeting at any time, without a vote of the shares present in person or represented by proxy, if the Chairman shall determine such action to be in the best interests of the corporation and its shareholders.

Section 12. INSPECTORS OF ELECTION. In advance of any meeting of shareholders, the Board may appoint any persons other than nominees for office as inspectors of election to act at the meeting and any adjournment thereof. If inspectors of election are not so appointed, or if any such persons fail to appear or refuse to act, the Chairman of any such meeting may, and on the request of any shareholder or his proxy shall, make such appointment at the meeting. The number of inspectors shall be either one or three. If appointed at a meeting on the request of one or more shareholders or proxies, the majority of shares present in person or by proxy shall determine whether one or three inspectors are to be appointed.

The inspectors of election shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, the authenticity, validity and effect of proxies, receive votes, ballots or consents, hear and determine all challenges and questions in any way arising in connection with the right to vote, count and tabulate all votes or consents, determine when the polls shall close, determine the result and do such acts as may be proper to conduct the election or vote with fairness to all shareholders.

If there are three inspectors of election, the decision, act or certificate of a majority is effective in all respects as the decision, act or certificate of all.

ARTICLE II

DIRECTORS

Section 1. POWERS. Subject to any limitations in the Articles or these Bylaws and to any provision of the General Corporation Law relating to action required to be approved by the shareholders or by the outstanding shares, or by less than a majority vote of a class or series of preferred shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the day-to-day operation of the business of the corporation to a management company or other person

provided that the business and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. NUMBER. The authorized number of directors shall not less than three (3) nor more than five (5). Unless otherwise provided for in the Articles, the exact number of directors shall be fixed, from time to time, by a vote of a majority of the directors then holding office or by a majority of the outstanding voting shares of the corporation.

Section 3. ELECTION AND TERM OF OFFICE. The directors shall be elected at each annual meeting of shareholders, and the directors may be elected at any special meeting of shareholders held for that purpose. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified.

Section 4. ORGANIZATION MEETING. Immediately following each annual meeting of shareholders the Board shall hold a regular meeting for the purpose of organization, election of officers, and the transaction of other business.

Section 5. REGULAR MEETINGS. Regular meetings of the Board shall be held at such times and places within or without the state as may be designated in the notice of the meeting or which are designated by resolution of the Board. In the absence of designation of place, regular meetings shall be held at the principal office of the corporation.

Section 6. SPECIAL MEETINGS. Special meetings of the Board for any purpose or purposes may be called at any time by the Chairman of the Board, the President, or by any Vice President or the Secretary or any two directors. Special meetings of the Board may be held at such times and places within or without the state as may be designated in the notice of the meeting or which are designated by resolution of the Board.

Section 7. NOTICE OF MEETINGS. When notice of a meeting of the Board is required, at least four days notice by mail or 48 hours notice delivered personally or by telephone or telegraph shall be given to each director. Such notice need not specify the purpose of the meeting. Notice of a meeting need not be given to any director who signs a waiver of notice or consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. PARTICIPATION BY TELEPHONE. Members of the Board may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Participation in a meeting pursuant to this Section constitutes presence in person at such meeting.

Section 9. QUORUM. A majority of the authorized number of directors constitutes a quorum of the Board for the transaction of business. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

Section 10. VOTING. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the Board, subject to Section 9 of this Article and to:

(a) the provisions of §310 of the General Corporation Law regarding votes in respect of a contract or other transaction between the corporation and one or more of its directors or with any corporation, firm or association in which one or more of its directors has a material financial interest, and

(b) Corporation Law regarding votes in respect of indemnification of agents of the corporation who are members of the Board.

Section 11. ACTION WITHOUT MEETING. Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such directors.

Section 12. RESIGNATION. Any director may resign effective upon giving written notice to the Chairman of the Board, the President, the Secretary or the Board of the corporation, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be elected to take office when the resignation becomes effective.

Section 13. VACANCIES. Except for a vacancy created by the removal of a director, vacancies on the Board may be filled by the unanimous written consent of the directors then in office, the affirmative vote of a majority of the directors then in office at a meeting held pursuant to notice or waivers of notice complying with Section 307, or by a sole remaining director. Vacancies occurring in the Board by reason of the removal of directors may be filled only by approval of the shareholders. The shareholders may elect a director at any time to fill any vacancy not filled by the directors. Any such election by written consent other than to fill a vacancy created by removal requires the consent of a majority of the outstanding shares entitled to vote.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

Section 14. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment. Such notice need not comply with the time in which notice must be given prior to a meeting as required by Section 7 of Article II of the Bylaws, but should be given as far in advance as is reasonably practicable under all the circumstances existing at the time of adjournment.

Section 15. VISITORS. No person other than a director may attend any meeting of the Board without the consent of a majority of the directors present; provided, however, that a representative of legal counsel for the corporation and a representative of the independent certified public accountant for the corporation may attend any such meeting upon the invitation of any director.

Section 16. FEES AND COMPENSATION. Directors and members of committees may receive such compensation for their services and such reimbursement for expenses as may be fixed or determined by resolution of the Board.

Section 17. COMMITTEES. The Board may, by resolution adopted by a majority of the authorized number of directors, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the Board, The Board may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. The appointment of members or alternate members of a committee requires the vote of a majority of the authorized directors. Any such committee, to the extent provided in the resolution of the Board or in the Bylaws, shall have all the authority of the Board, except with respect to:

(a) the approval of any action for which the General Corporation Law also requires shareholders' approval or approval of the outstanding shares;

(b) the filling of vacancies on the Board or in any committee;

(c) the fixing of compensation of the directors for serving on the Board or on any committee;

(d) the amendment or repeal of Bylaws or the adoption of new Bylaws;

(e) the amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;

(f) a distribution to the shareholders of the corporation (as defined in §166 of the General Corporation Law), except at a rate, in the periodic amount or within a price range set forth in the articles or determined by the Board; and

(g) the appointment of other committees of the Board or the members thereof.

Section 18. MEETINGS AND ACTION OF COMMITTEES. Meetings and action of committees shall be governed by, and held and taken in accordance with, the provisions of this Article, Sections 5 (Regular Meetings), 6 (Special Meetings), 7 (Notice of Meetings), 8 (Participation by Telephone), 9 (Quorum), 10 (Voting), 11 (Action Without Meeting), and 14 (Adjournment), with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the Board and its members, except that the time of regular meetings of committees may be determined by resolution of the Board as well as the committee, special meetings of committees may also be called by resolutions of the Board and notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The Board may adopt rules for the government of any committee not inconsistent with the provisions of these Bylaws.

ARTICLE III

OFFICERS

Section 1. OFFICERS. The officers of the corporation shall be a Chairman of the Board or a President, or both, a Secretary and a Chief Financial Officer. The corporation may also have, at the discretion of the Board, one or more Vice Presidents, one or more Assistant Secretaries and Assistant Financial Officers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article. One person may hold two or more offices.

Section 2. ELECTION. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article, shall be chosen annually by the Board, and each shall hold office until resignation or removal or other disqualification to serve, or the election of a successor.

Section 3. SUBORDINATE OFFICERS. The Board, the Chairman and the President shall each have the power to appoint such assistant vice presidents, assistant secretaries and assistant treasurers or financial officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as the appointing officer or the Board may from time to time determine. In the case of subordinate officers appointed by the Chairman or the President, such appointment shall be reported to the Board at its next meeting, but the failure to so report shall not affect the validity of the appointment. The Board may remove any subordinate officer at any time.

Section 4. REMOVAL AND RESIGNATION. Any officer may be removed, either with or without cause, by action of the Board duly taken, or, except in case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board.

Any officer may resign at any time by giving written notice to the corporation, to the attention of the Secretary. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. VACANCIES. A vacancy in any office shall be filled in the manner prescribed in the Bylaws for regular appointments to such office.

Section 6. CHAIRMAN OF THE BOARD. The Chairman of the Board, if there shall be such an officer, shall, if present, preside at all meetings of the Board, cause minutes thereof to be taken, and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board or prescribed by the Bylaws. In the event the corporation shall not have an elected President, the Chairman of the Board shall also have the authority and perform the duties as provided for the President in the following Section of this Article.

Section 7. PRESIDENT. Subject to such supervisory powers, if any, as may be given by the Board to the Chairman of the Board, if there is such an officer, the President shall be the Chief Executive Officer of the corporation and shall, subject to the control of the Board, have general supervision, direction and control of the business and affairs of the corporation. In the absence of the Chairman of the Board, or if there is none, the President shall preside at all meetings of the Board. He shall be ex officio a member of all the standing committees, including the Executive Committee, if any, and shall have the general powers and duties of management usually vested in the office of President of a corporation, and shall have such other powers and duties as may be prescribed by the Board or the Bylaws.

Section 8. EXECUTIVE VICE PRESIDENT. In the absence or disability of the President, the Executive Vice Presidents, if there shall be such officers designated by the Board, shall, in order of their rank as fixed by the Board or, if not ranked, the Executive Vice President designated by the Board, shall perform all the duties of the President, or if there be none, the Chairman of the Board, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President or Chairman of the Board. The Executive Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for each of them by the Board or the Bylaws.

Section 9. VICE PRESIDENT. In the absence or disability of the President and the Executive Vice President, the Vice Presidents in order of their rank as fixed by the Board or, if not ranked, the Vice President designated by the Board, shall perform all the duties of the President, or, if there be none, the Chairman of the Board, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President or Chairman of the Board. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for each of them by the Board or the Bylaws.

Section 10. SECRETARY. The Secretary shall keep or cause to be kept at the principal executive office a book of minutes of all meetings and consents to action without a meeting of directors, committees and shareholders, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice thereof given, the names of those present at directors' and committee meetings, the number of shares present or represented at shareholders' meetings, and the proceedings thereof.

The Secretary shall keep, or cause to be kept, at the principal executive office or at the office of the corporation's transfer agent or registrar, a record of its shareholders showing the names of the shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation.

The Secretary shall give, or cause to be given, notice of all the meetings of the shareholders and of the Board required by the Bylaws or by law to be given.

The Secretary shall keep the seal of the corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board or by the Bylaws.

Section 11. CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the corporation, including changes in financial position, accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, surplus and shares. Any surplus shall be classified according to source and shown in a separate account.

The Chief Financial Officer shall deposit all monies and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the Board. He shall disburse the funds of the corporation as may be ordered by the Board or by any officer having authority therefor, shall render to the President and directors, whenever they request it, an account of all of his transactions and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board or the Bylaws.

ARTICLE IV

MISCELLANEOUS

Section 1. LOANS TO OR GUARANTIES FOR THE BENEFIT OF OFFICERS OR DIRECTORS; LOANS UPON THE SECURITY OF SHARES OF THE CORPORATION.

(a) Except as expressly provided in subsection (b) hereof, the corporation shall not make any loan of money or property to or guarantee the obligation of:

(1) any director or officer of the corporation or of its parent, or

(2) any person upon the security of shares of the corporation or of its parent, unless the loan or guaranty is otherwise adequately secured, or unless approved by the vote of the holders of a majority of the shares of all classes, regardless of limitations or restrictions on voting rights, other than shares held by the benefited director, officer or shareholder.

(3) The corporation may lend money to, or guarantee any obligation of any officer or other employee of the corporation or of any subsidiary, including any officer or employee who is also a director, pursuant to an employee benefit plan (including, without limitation, any stock purchase or stock option plan) available to executives or other employees, whenever the Board determines that such loan or guaranty may reasonably be expected to benefit the corporation. If such plan includes officers or directors, it shall be approved by the shareholders after disclosure of the right under such plan to include officers or directors thereunder. A loan or guaranty under this subdivision may be with or without interest and may be unsecured or secured in such manner as the Board shall approve, including, without limitation, a pledge of shares of the corporation. The corporation may advance money to a director or officer of the corporation or of its parent or any subsidiary for expenses reasonably anticipated to be incurred in the performance of the duties of such director or officer, provided that in the absence of such advance such director or officer would be entitled to be reimbursed for such expenses by such corporation, its parent or any subsidiary.

Section 2. RECORD DATE AND CLOSING STOCK BOOKS. When a record date is fixed, only shareholders of record on that date are entitled to notice of and to vote at the meeting or to receive a dividend, distribution, or allotment of rights, or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date.

The Board may close the books of the corporation against transfers of shares during the whole or any part of a period not more than 60 days prior to the date of a shareholders' meeting, the date when the right to any dividend, distribution, or allotment of rights vests, or the effective date of any change, conversion or exchange of shares.

Section 3. INSPECTION OF CORPORATE RECORDS. The record of shareholders, the accounting books and records of the corporation, and minutes of proceedings of the shareholders, the Board and committees of the Board shall be open to inspection upon the written demand of any shareholder or holder of a voting trust certificate, at any time during usual business hours for a purpose reasonably related to his interests as a shareholder or as the holder of a voting trust certificate. Such inspection may be made in person or by an agent or attorney, and shall include the right to copy and make extracts. Demand of inspection shall be made in writing upon the corporation to the attention of the Secretary.

A shareholder or shareholders holding at least five percent in the aggregate of the outstanding voting shares of the corporation or who hold at least one percent of such voting shares and have filed a Schedule 14-B with the United States Securities and Exchange Commission relating to the election of directors of the corporation shall have an absolute right to access to a list of shareholders as provided in §1600(a) of the General Corporation Law.

Section 4. WAIVER OF ANNUAL REPORT. The annual report to shareholders referred to in Section 1501 of the General Corporation Law is expressly waived, but nothing herein shall be interpreted as prohibiting the Board from issuing annual or other periodic reports to the shareholders of the corporation as they deem appropriate.

Section 5. EXECUTION OF CONTRACTS. Any contract or other instrument in writing entered into by the corporation, when signed by the Chairman of the Board, the President or any Vice President and the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Financial Officer is not invalidated as to the corporation by any lack of authority of the signing officers in the absence of actual knowledge on the part of the other party to the contract or other instrument that the signing officers had no authority to execute the same. Contracts or other instruments in writing made in the name of the corporation which are authorized or ratified by the Board, or are done within the scope of authority, actual or apparent, conferred by the Board or within the agency power of the officer executing it, bind the corporation.

Section 6. SHARE CERTIFICATES. A certificate or certificates for shares of the capital stock of the corporation shall be issued to each shareholder when any such shares are fully paid. Every shareholder in the corporation shall be entitled to have a certificate signed in the name of the corporation by the Chairman of the Board or the President or a Vice President and by the Chief Financial Officer or an Assistant Financial Officer or the Secretary or any Assistant Secretary, certifying the number of shares and the class or series of shares owned by the shareholders. Any or all of the signatures on the certificate may be facsimile.

The corporation may issue the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor. On the certificates issued to represent any partly paid shares or, for uncertificated securities, on the initial transaction statement for such partly paid shares, the total amount of the consideration to be paid therefor and the amount paid thereon shall be stated.

No new certificate for shares shall be issued in lieu of an old certificate unless the latter is surrendered and cancelled at the same time; provided, however, that a new certificate may be issued without the surrender and cancellation of the old certificate if:

(a) the old certificate is lost, stolen or destroyed;

(b) the request for the issuance of the new certificate is made within a reasonable time after the owner of the old certificate has notice of its loss, destruction, or theft;

(c) the request for the issuance of a new certificate is made prior to the receipt of notice by the corporation that the old certificate has been acquired by a bona fide purchaser; and

(d) the owner satisfies any other reasonable requirements imposed by the corporation including, at the election of the Board, the filing of sufficient indemnity bond or undertaking with the corporation or its transfer agent. In the event of the issuance of a new certificate, the rights and liabilities of the corporation, and of the holders of the old and new certificates, shall be governed by the provisions of §§8I04 and 8405 of the California Commercial Code.

Section 7. REPRESENTATION OF SECURITIES OF OTHERS. Unless otherwise determined by the Board or the Executive Committee, the President, or any other officer of the corporation designated in writing by the President, is authorized to vote, represent and exercise on behalf of the corporation all rights incident to any and all securities of any other person or entity standing in the name of the corporation. The authority herein granted may be exercised either in person, or by proxy.

Section 8. INSPECTION OF BYLAWS. The corporation shall keep in its principal executive or business office in this state, the original or a copy of its Bylaws as amended to date, which shall be open to inspection by the shareholders at all reasonable times during office hours.

Section 9. EMPLOYEE STOCK PURCHASE AND OPTION PLANS. The corporation may adopt and carry out a stock purchase plan or agreement or stock option plan or agreement providing for the issue and sale for such consideration as may be fixed of its unissued shares, or of issued shares acquired or to be acquired, to one or more of the employees or directors of the corporation or of a subsidiary or parent thereof or to a trustee on their behalf and for the payment for such shares in installments or at one time, and may provide for aiding any such persons in paying for such shares by compensation for services rendered, promissory notes or otherwise.

A stock purchase plan or agreement or stock option plan or agreement may include, among other features, the fixing of eligibility for participation therein, the class and price of shares to be issued or sold under the plan or agreement, the number of shares which may be subscribed for, the method of payment therefor, the reservation of title until full payment therefor, the effect of the termination of employment, an option or obligation on the part of the corporation to repurchase the shares upon termination of employment, subject to the provisions of Chapter 5 of the California Corporations Code, restrictions upon transfer of the shares and the time limits of and termination of the plan.

Section 10. CONSTRUCTION AND DEFINITIONS. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the California General Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, the singular number includes the plural and the plural number includes the singular, and the term "person" includes a corporation as well as a natural person.

Section 11. INDEMNIFICATION OF CORPORATE AGENTS. The corporation is authorized to provide indemnification of its agents (as defined in Section 317(a) of the California Corporations Code) to the fullest extent permissible under California law through bylaw provisions, agreements with its agents, vote of the shareholders or disinterested directors, or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code. This corporation is further authorized to provide insurance for agents as set forth in Section 317 of the California Corporations Code.

Section 12. LIABILITY OF DIRECTORS. The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law. Any repeal or modification of the foregoing provisions of Sections 11 and 12 hereof by the shareholders of this corporation shall not adversely affect any right or protection of an agent of this corporation existing at the time of such repeal or modification.

Section 13. FINANCIAL STATEMENTS. A copy of any annual financial statement and any income statement of the corporation for each quarterly period of each fiscal year, and any accompanying balance sheet of the corporation as of the end of each such period, that has been prepared by the corporation shall be kept on file in the principal executive office of the corporation for 12 months and each such statement shall be exhibited at all reasonable times to any shareholder demanding an examination of any such statement or a copy shall be mailed to any such shareholder.

A shareholder or shareholders holding at least five percent of the outstanding shares of any class of stock of the corporation may make a written request to the corporation for an income statement of the corporation for the three-month, six-month or nine-month period of the then current fiscal year ended more than 30 days prior to the date of the request, and a balance sheet of the corporation as of the end of such period; the Chief Financial Officer shall cause such statements to be prepared, if not already prepared, and shall deliver personally or mail such statement or statements to the person making the request within 30 days after the receipt of such request. If the corporation has not sent to the shareholders its annual report for the last fiscal year, this report shall likewise be delivered or mailed to such shareholder or shareholders within 30 days after such request.

The corporation also shall, upon the written request of any shareholder, mail to the shareholder a copy of the last annual, semi-annual or quarterly income statement which it has prepared and a balance sheet as of the end of such period.

The quarterly income statements and balance sheets referred to in this Section shall be accompanied by the report thereon, if any, of any independent accountants engaged by the corporation or the certificate of an authorized officer of the corporation that such financial statements were prepared without audit from the books and records of the corporation.

Section 14. ANNUAL STATEMENT OF GENERAL INFORMATION. The corporation shall file, during the period commencing in September and ending in November of every other year, with the Secretary of State of the State of California, on the prescribed form, a statement setting forth the number of vacancies on the Board, if any, the names and complete business or residence addresses of all incumbent directors, the Chief Executive Officer, Secretary and Chief Financial Officer, the street address of its principal executive office or principal business office in this state and the general type of business constituting the principal business activity of the corporation, together with a designation of the agent of the corporation for the purpose of service of process, all in compliance with Section 1502 of the Corporations Code of California.

Section 15. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board.

ARTICLE V

AMENDMENTS TO BYLAWS

Section 1. POWER OF SHAREHOLDERS. New Bylaws may be adopted or these Bylaws may be amended or repealed by the vote or written consent of shareholders entitled to exercise a majority of the voting power of the corporation.

Section 2. POWER OF DIRECTORS. Subject to the right of shareholders as provided in Section 1 of this Article to adopt, amend or repeal Bylaws, Bylaws may be adopted, amended or repealed by the Board provided, however, that after the issuance of shares a Bylaw specifying or changing a fixed number of directors or the maximum or minimum number or changing from a fixed to a variable Board or vice versa may only be adopted by the vote or written consent of shareholders entitled to exercise a majority of the voting power of the corporation.

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Exhibit 3.64

Articles of Incorporation
of
Summit Research Corporation

The undersigned, acting as incorporator of a corporation under the Alabama Business Corporation Act, adopts the following Articles of Incorporation for such Corporation:

FIRST: The name of the corporation is **Summit Research Corporation**

SECOND: The period of its duration is perpetual.

THIRD: The purpose or purposes for which the Corporation is organized is to carry on or transact any business for which corporations may be incorporated in the State of Alabama and to do any and all things as are incidental or conducive to the attainment to the objects of this Corporation, to the same extent as natural persons might or could do in Alabama and in any part of the world, as principal, factor, agent, contractor or otherwise, either alone or in conjunction with any person, firm, association, corporation or any entity of whatsoever kind; and to do any and all such acts and things and to exercise any and all such powers to the fullest extent authorized or permitted to a corporation under any laws that may be now or hereafter applicable or available to this Corporation.

FOURTH: The aggregate number of shares of stock which the Corporation shall have the authority to issue is One Thousand (1,000) shares, at a par value of One Dollar ($1.00) per share.

FIFTH: This Corporation may from time to time issue its shares of stock for such consideration (but for not less than par) as may be fixed by the Board of Directors and may receive payment thereof, in whole or in part, in cash, labor done, personal property (tangible and intangible) or real property. In the absence of actual fraud in the transaction, the judgment of the Board of Directors as to the value of such labor, personal property or real property, shall be conclusive. Any and all shares so issued for which the consideration so fixed shall have been paid or delivered shall be deemed fully paid stock and shall not be liable to any further call or assessment thereon, and the holders of such shares shall not be liable for any further payment in respect thereof.

SIXTH: This Corporation may, from time to time, lawfully enter into any agreement to which all, or less than all, of the holders of record of the issued and outstanding shares of its capital stock shall be parties, restricting the transfer of any or all shares of its capital stock represented by certificates therefor upon such reasonable terms and conditions as may be approved by the Board of Directors of this Corporation, provided that such restrictions be stated upon each certificate representing such shares.

SEVENTH: The By-Laws of the Corporation shall contain provisions for the regulation and management of the affairs of the Corporation not inconsistent with any provisions of the Articles of Incorporation, and not inconsistent with the Laws of the State of Alabama. The initial By-Laws of the Corporation shall be adopted by the Stockholders. The By-Laws of the Corporation shall be subject to alteration, amendment or repeal, and new By-Laws may be adopted by the affirmative vote of the holders of a majority of the shares of the common stock present in person or by proxy at any annual or special meeting of the Stockholders and entitled to vote thereat, a quorum being present. The By-Laws may also be amended in the interim between Stockholders' meetings by a majority vote of the Board of Directors.

EIGHTH: The corporate power shall be exercised by the Board of Directors, except as otherwise provided by statute or by these Articles of Incorporation. The Board of Directors is expressly authorized to fix and determine the date or dates for the declaration and payment of dividends; and to direct and determine the use and disposition of any surplus or net profits over and above the capital

stock paid in. The Corporation may, in its By-Laws, confer powers upon its Board of Directors in addition to the powers and authorities expressly conferred upon directors by statute, or by this provision.

NINTH: The Corporation shall indemnify each of its Officers and Directors, whether or not then in office, (and his executor, administrator and heirs) against all reasonable expenses actually and necessarily incurred by him in connection with the defense of any litigation to which he may have been made a party because he is or was a Director or Officer of the Corporation. Such Officer 6r Director shall have no right to reimbursement, however, in relation to matters as to which he has been adjudged liable to the Corporation for negligence or misconduct in the performance of his duties. The right to indemnity for expenses shall also apply to expenses of suits which are compromised or settled if the court having jurisdiction of the action shall approve such settlement.

TENTH: The holders of the common stock of the Corporation shall have no preemptive rights.

ELEVENTH: The address of the initial registered office of the Corporation is 7623 Quail Drive SW, Huntsville, Alabama 35802, and the name of its initial registered agent at such address is Ronald C. Wicks.

TWELFTH: The number of Directors constituting the initial Board of Directors of the Corporation is one (1), and the name and address of the person who is to serve as the sole member of the Board of Directors until the first annual meeting of shareholders or until his successor is elected and shall qualify is:

Ronald C. Wicks
7623 Quail Drive SW
Huntsville, Alabama 35802

THIRTEENTH: The name and address of the incorporator is:

Ronald C. Wicks
7623 Quail Drive SW
Huntsville, Alabama 35802

DATED this the 25 day of October, 2001.

/s/ Ronald C. Wicks

RONALD C. WICKS

STATE OF ALABAMA
COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County and State, hereby certify that the above signed incorporator, who is known to me appeared before me, and subscribed his name, on the date set forth above.

/s/ D. Ashley Jones

Notary Public
My Commission Expires: 12/28/2003

This instrument prepared by:
D. Ashley Jones
WILMER & LEE, P.A.
100 Washington Street
Suite 200
Huntsville, AL 35801
(256) 533-1445

Articles of Amendment
to
Articles of Incorporation
of
Summit Research Corporation

Pursuant to Section 10-2B-10.06, Code of Alabama of 1975, as amended, the following information is hereby submitted in conjunction with the Amendment to the Articles of Incorporation of Summit Research Corporation, an Alabama corporation:

1. The name of the Corporation is Summit Research Corporation.

2. The Articles of Incorporation are hereby amended to delete therefrom Article Fourth, in its entirety, and add in its place and stead, as such Article Fourth, the following:

"The aggregate number of shares which the Corporation shall have authority to issue shall be One Hundred Thousand (100,000) shares, at the par value of One Cent ($0.01) per share."

3. The date of the adoption of the Amendment to the Articles of Incorporation by the shareholders of the Corporation was on April 1, 2002.

4. The number of shares of stock outstanding and entitled to vote at such meeting was 1,000 shares. No shares were entitled to vote as a separate voting group.

5. The number of shares of stock voting for such Amendment were 1,000, and no shares of stock voted against such Amendment.

6. Such Amendment does not provide for an exchange, reclassification or cancellation of issued shares.

These Articles of Amendment are executed this date by Ronald C. Wicks as President of Summit Research Corporation.

/s/ Ronald C. Wicks

Ronald C. Wicks, President

The foregoing Articles of Amendment to the Articles of Incorporation of Summit Research Corporation are hereby verified by the undersigned Ronald C. Wicks, President of Summit Research Corporation, by her hereby confirming the correctness, truth and authenticity of the matters set forth therein.

/s/ Ronald C. Wicks

Ronald C. Wicks, President

QuickLinks

Exhibit 3.65

Amended and Restated
By-Laws
of
Summit Research Corporation
August 2002

Article I.
Offices

The principal office of the Corporation in the State of Alabama shall be located in the City of Huntsville, Madison County. The Corporation may have such other offices, either within or without the State of Alabama, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

The registered office of the Corporation, required by the Alabama Business Corporation Act to be maintained in the State of Alabama may be, but need not be, identical with the principal office in the State of Alabama, and the address of the registered office may be changed from time to time by the Board of Directors.

Article II.
Shareholders

Section 1. *Annual Meeting*. The annual meeting of the shareholders shall be held on the 1st day in the month of October in each year, beginning with the year 2002, at the hour of Two O'clock, P.M., or at such other time on such other day within such month as shall be fixed by the Board of Directors, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a weekend or a legal holiday in the State of Alabama, such meeting shall be held on the next succeeding business day. If the election of directors shall DOI be held on the day designated herein for any annual meeting of the shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders as soon thereafter as conveniently may be.

Section 2. *Special Meetings*. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president or by any member of the Board of Directors, and shall be called by the president at the request of the holders of not less than one-tenth of all outstanding shares of the capital stock of the Corporation entitled to vote at the meeting.

Section 3. *Place of Meeting*. The Board of Directors may designate any place, either within or without the State of Alabama, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A waiver of notice signed by all shareholders entitled to vote at a meeting may designate any place, either within or without the State of Alabama, as the place for the holding of such meeting. If no designation is made, or if a special meeting is otherwise called, the place of meeting shall be the principal office of the Corporation in the State of Alabama.

Section 4. *Notice of Meeting*. Written notice stating the place, day and hour of the meeting and, in case of special meeting, the purpose or purposes for which the meeting is called, shall, unless otherwise prescribed by statute, be delivered not less than ten or more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer or other persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States

mail, addressed to the shareholder at his address as it appears on the stock transfer books of the Corporation, with postage thereon prepaid. Notwithstanding the provisions of this section, the stock or bonded indebtedness of the Corporation shall not be increased at a meeting unless notice of such meeting shall have been given as may be required by Section 234 of the Constitution of Alabama, as the same may be amended from time to time.

Section 5. *Closing of Transfer Books or Fixing of Record Date*. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Director of the Corporation may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, fifty days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least ten days immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a data as the record date for any such determination of shareholders, such date in any case to be not more than fifty days and, in case of a meeting of shareholders, not less than ten days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is marked or the date on which the resolution of the Board of Directions declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof, except where the determination has been made through the closing of the stock transfer books and the stated period of closing has expired.

Section 6. *Voting Record*. The officer or agent having charge of the stock transfer books for shares of the Corporation shall make, at least ten (10) days before each meeting of shareholders, a complete list of the shareholders entitled to vote at each meeting of shareholders or any adjournment thereof, arranged in alphabetical order, with the address of and the number of shares held by each. For a period of ten days prior to any meeting of shareholders, such list shall be kept on file at the principal office of the Corporation and shall be subject to inspection by any shareholder(s) making written request therefor, at any time during usual business hours. The list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting.

Section 7. *Quorum*. A majority of the outstanding shares of stock of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of such shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at a meeting as originally noticed. The shareholders present at a duly organized meeting may constitute a quorum to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a majority of the outstanding shares of stock.

Section 8. *Proxies*. At all meetings of shareholders, a shareholder may vote in person or by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 9. *Voting of shares*. Each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders.

Section 10. *Voting of Shares by Certain Holders*. Shares standing in the name of another Corporation, domestic or foreign, may be voted by such officer, agent or proxy as the By-Laws of such other Corporation may prescribe, or, in the absence of such provision, as the Board of Directors of such other Corporation may determine.

Shares held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name and no corporate trustee shall be entitled to vote in the election of directors shares held by it solely in a fiduciary capacity if such shares are shares issued by the Corporate trustee itself.

Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name, if authority so to do so is contained in an appropriate order of the court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Neither treasury shares of its own stock held by the Corporation, nor shares held by another Corporation if a majority of the shares entitled to vote for the election of directors of such other Corporation is held by the Corporation, shall be voted at any meeting or counted in determining the total number of outstanding shares at any given time.

Section 11. *Informal Action by Shareholders*. Any action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof.

Article III.
Board of Directors

Section 1. *General Powers*. The business and affairs of the Corporation shall be managed by its Board of Directors.

Section 2. *Number, Tenure and Qualifications*. The number of directors of the Corporation shall be two (2). Each director shall hold office until the next annual meeting of shareholders and until his successor shall have been elected and qualified. Directors need not be residents of the State of Alabama or shareholders of the Corporation. The Shareholders or the Board of Directors may elect a Chairman who shall preside at all meetings of the Board.

Section 3. *Regular Meetings*. A regular meeting of the Board of Directors shall be held without notice, other than this By-Law, immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Alabama, for the holding of additional regular meetings without notice other than such resolution.

Section 4. *Special Meetings*. Special meetings of the Board of Directors may be called by or at the request of the President or any director.

Section 5. *Place of Meeting*. The Board of Directors may designate any place, either within or without the State of Alabama, as the place of meeting for any regular or special meeting of the Board of Directors. Members of the Board of Directors may participate in a meeting of such board by means of a conference telephone or similar communications equipment by means of which all persons

participating in the meeting can hear each other that the same time and participation by such means shall constitute presence in person at such a meeting.

Section 6. *Notice*. Notice of any special meeting shall be given at least two days prior thereto by written notice delivered personally or mailed, to each director at his business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram be delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 7. *Quorum*. A majority of the number of directors fixed by Section 1 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

If a quorum is present when the meeting is convened, the directors present may continue to do business, taking action by a vote of a majority of a quorum, until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum present, or the refusal of any director present to vote.

Section 8. *Manner of Acting*. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 9. *Action Without a Meeting*. Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors.

Section 10. *Vacancies*. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected to serve until the next annual meeting, or a special meeting, of shareholders. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose.

Section 11. *Compensation*. By resolution of the Board of Directors, each director may be paid his expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 12. *Presumption of Assent*. A director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his 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.

Article IV.
Officers

Section 1. *Number*. The officers of the Corporation shall include a Chief Executive Officer (CEO), a President, a Secretary and a Chief Financial Officer (CFO), all of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person.

Section 2. *Election and Term of Office*. The officers of the Corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. *Removal*. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 4. *Vacancies*. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. *CEO*. The CEO shall be the principal executive officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. He shall, when present, preside at all meetings of the shareholders, and he shall preside at all meetings of the Board of Directors in the absence of the Chairman of the Board. He may sign, with the secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, certificates for shares of the Corporation and deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. *The President*. The President, in the absence of the CEO or in the event of the CEO's death, inability or refusal to act, shall perform the duties of the CEO, and when so acting, shall have the powers of and be subject to all the restrictions upon the CEO. The President may sign, with the secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, certificates for shares of the Corporation; and shall perform such other duties as from time to time may be assigned to him by the CEO or by the Board of Directors.

Section 7. *The Secretary*. The secretary shall: (a) keep the minutes of the proceedings of the shareholders and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents the execution of which on behalf of the Corporation under its seal is duly authorized; (d) keep a register of the post-office address of each shareholder which shall be furnished to the secretary by such shareholder; (e) sign with the president or any President, certificates for shares of the Corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the

Corporation; and (g) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the CEO or by the Board of Directors.

Section 8. *The CFO*. The CFO shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these By-Laws; and (c) in general perform all of the duties incident to the office of CFO and such other duties as from time to time may be assigned to him by the president or by the Board of Directors. If required by the Board of Directors, the CFO shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

Section 9. *Treasurer, Assistant Secretaries and Assistant Treasurers*. The treasurer and any assistant treasurers shall, if required by the Board of Directors, give bonds for the faithful discharge of their duties, in such sums and with such sureties as the Board of Directors shall determine, and shall perform such duties as assigned them by the CFO, the CEO or the Board of Directors. Assistant secretaries, in general, shall perform such duties as shall be assigned to them by the secretary, or by the CEO or the Board of Directors.

Section 10. *Salaries*. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the Corporation.

Article V.
Contracts, Loans, Checks and Deposits

Section 1. *Contracts*. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. *Loans*. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. *Checks, Drafts, etc.* All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the corporation, and in such manner, as shall from time to time be determined by resolution of the Board of Directors.

Section 4. *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 of Directors may select.

Article VI.
Certificates for Shares

Section 1. *Certificates for Shares*. Certificates representing shares of the Corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the president or any vice-president, and by the secretary, and sealed with the corporate seal or a facsimile thereof. The signatures of such officers upon a certificate may be facsimiles if the certificate is manually signed on behalf of a transfer agent or a registrar, other than the Corporation itself or one of its employees. Each certificate for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number

[page 11 missing]

Article VII.
Fiscal Year

The fiscal year of the Corporation shall begin on the 1st day of January and end on the 31st day of December in each year.

Article VIII.
Dividends

The Board of Directors may, from time to time, declare, and the Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and its Article of Incorporation.

Article IX.
Corporate Seal

The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Corporation and which shall set for the state of incorporation and the words "Corporate Seal".

Article X.
Waiver of Notice

Whenever any notice is required to be given to any shareholder or director of the Corporation under the provisions of these By-Laws or the provisions of the Articles of Incorporation or under the provisions of the Constitution of Alabama or the Alabama Business Corporation Act, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Article XI.
Amendments

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the shareholders at any regular or special meeting, provided, however, that the Board of Directors may not alter, amend or repeal any by-law establishing what constitutes a quorum at shareholders meetings.

Article XII.
Executive Committee

Section 1. *Appointment*. The Board of Directors, by resolution adopted by a majority of the full board, may designate two or more of its members to constitute an executive committee. The designation of such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

Section 2. *Authority*. The executive committee, when the Board of Directors is not in session, shall have and may exercise all of the authority of the Board of Directors except to the extent, if any, that such authority shall be limited by the resolution appointing the executive committee, and except also that the executive committee shall not have the authority of the Board of Directors in reference to declaring a dividend or distribution from capital surplus, issuing capital stock, adopting a plan of merger or consolidation, recommending to the shareholders the sale, lease or other disposition of all or substantially all of the property and assets of the Corporation otherwise than in the usual and regular

course of its business, recommending to the shareholders a voluntary dissolution of the Corporation or a revocation thereof or filling vacancies in the Board of Directors.

Section 3. *Tenure and Qualifications*. Each member of the executive committee shall hold office until the next regular annual meeting of the Board of Directors following his designation and until his successor is designated as a member of the executive committee and is elected and qualified.

Section 4. *Meetings*. Regular meetings of the executive committees may be held without notice at such times and places as the executive committee may fix from time to time by resolution. Special meetings of the executive committee may be called by any member thereof upon not less than one (1) day's notice stating the place, date and how of the meeting, which notice may be written or oral, and if mailed, shall be deemed to be delivered when deposited in the United States mail addressed to the member of the executive committee at his business address. Any member of the executive committee may waive notice of any meeting and no notice of any meeting need be given to any member thereof who attends in person. The notice of a meeting of the executive committee need not state the business proposed to be transacted at the meeting. Members of the executive committee may participate in a meeting by means of a telephone conference or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation in the meeting shall constitute presence in person at a meeting.

Section 5. *Quorum*. A majority of the members of the executive committee shall constitute a quorum for the transaction of business at any meeting thereof, and action of the executive committee must be authorized by the affirmative vote of a majority of the members present at a meeting at which a quorum is present.

Section 6. *Action Without a Meeting*. Any action required or permitted to be taken by the executive committee at a meeting may be taken without a meeting, if a consent in writing setting forth the action so taken shall be signed by all of the members of the executive committee.

Section 7. *Vacancies*. Any vacancy in the executive committee may be filled by a resolution adopted by a majority of the full Board of Directors.

Section 8. *Resignations and Removal*. Any member of the executive committee may be removed at any time with or without cause by resolution adopted by a majority of the full Board of Directors. Any member of the executive committee may resign from the executive committee at any time by giving written notice to the president or secretary of the Corporation, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 9. *Procedure*. The executive committee shall elect a presiding officer from its members and may fix its own rules of procedure which shall not be inconsistent with these By-Laws. It shall keep regular minutes of its proceedings and report the same to the Board of Directors for its information at the meeting thereof held next after the proceedings shall have been taken.

[this seemingly unrelated "page 7" follows "page 14"]

transfer agent, and the registrar against any claim that may be made concerning the alleged loss, destruction, or theft of a certificate, and (d) satisfies any other reasonable requirements imposed by this Corporation.

Section 10. *Restrictive Legend*. Every certificate evidencing shares that are restricted as to sale, disposition, or other transfer shall bear a legend summarizing the restriction or stating that this Corporation will furnish to any shareholder, upon request and without charge, a full statement of the restriction.

Article XIII.
DIVIDENDS

The board of directors from time to time may declare, and this Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law.

Article XIV.
SEAL

The corporate seal shall have the name of this Corporation and the word "seal" inscribed on it, and may be a facsimile, engraved, printed, or an impression seal.

Article XV.
AMENDMENT

These bylaws may be repealed or amended, and additional bylaws may be adopted, by either a vote of a majority of the full board of directors or by vote of the holders of a majority of the issued and outstanding shares entitled to vote, but the board of directors may not amend or repeal any bylaw adopted by the shareholders if the shareholders specifically provide that the bylaw is not subject to amendment or repeal by the directors. In order to be effective, any amendment approved hereby must be in writing and attached to these Bylaws.

QuickLinks

Exhibit 3.66

AGREEMENT OF MERGER
OF
SYS
A California Corporation
AND
WHITE SHADOW, INC.
A California Corporation

THIS AGREEMENT OF MERGER (this "***Agreement***"), is made and entered into as of June 26, 2008 by and among Kratos Defense & Security Solutions, Inc, a Delaware corporation ("***Parent***"), SYS, a California corporation (the "***Company***"), and White Shadow, Inc., a California corporation and a wholly-owned subsidiary of Parent ("***Sub***" and, together with the Company, the "***Constituent Corporations***").

RECITALS

A. Parent, the Company, Sub and the other signatories thereto have entered into that certain Agreement and Plan of Merger and Reorganization dated February 20, 2008 (the "***Reorganization Agreement***"), providing for, among other things, the execution and filing of this Agreement and the merger of Sub with and into the Company upon the terms set forth in the Reorganization Agreement and this Agreement (the "***Merger***").

B. The respective Boards of Directors of each of the Constituent Corporations deem it advisable and in the best interests of each of such corporations and their respective shareholders that Sub be merged with and into the Company and, in accordance therewith, have approved the Reorganization Agreement, this Agreement and the Merger.

C. The Reorganization Agreement, this Agreement and the Merger have been approved by the shareholders of the Company and by the sole shareholder of Sub.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth here in, each of the Constituent Corporations hereby agrees that Sub shall be merged with and into the Company in accordance with the Reorganization Agreement, this Agreement, and the provisions of the laws of the State of California, upon the terms and subject to the conditions set forth as follows:

ARTICLE I
THE CONSTITUENT CORPORATIONS

1.1 *The Company.* The Company is a corporation duly organized and existing under the laws of the State of California with an authorized capital of (i) 48,000,000 shares of Common Stock, of which 19,901,374 shares were issued and outstanding and entitled to vote on the Merger on May 15, 2008, the record date (the "***Record Date***") (ii) 2,000,000 shares of Preference Stock, none of which were issued or outstanding as of the Record Date, and (iii) 250,000 shares of Preferred Stock, none of which were issued and outstanding as of the Record Date. The Company was incorporated under the laws of the State of California on September 7, 1966.

1.2 *Sub.* Sub is a corporation duly organized and existing under the laws of the State of California with an authorized capital of 1,000 shares of Common Stock, no par value per share. As of the date of this Agreement, 1,000 shares of Common Stock of Sub are issued and outstanding, all of which are held by Parent. Sub was incorporated under the laws of the State of California on February 19, 2008.

ARTICLE II
THE MERGER

2.1 *The Merger.* At the Effective Time (as defined in *Section 2.2* hereof) and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the General Corporation Law of the State of California ("***California Law***"), Sub shall be merged with and into the Company, the separate corporate existence of Sub shall cease and the Company shall continue as the surviving corporation and as a wholly-owned subsidiary of Parent. The surviving corporation after the Merger is sometimes referred to hereinafter as the "***Surviving Corporation***."

2.2 *Filing and Effectiveness.* This Agreement, together with the officers' certificates of each of the Constituent Corporations required by California Law (together, the "***Officers' Certificates***"), shall be filed with the Secretary of State of the State of California at the time specified in the Reorganization Agreement. The Merger shall become effective on June 28, 2008 (the "***Effective Time***"), in accordance with California Law, after the filing of this Agreement and the Officers' Certificates with the Secretary of State of the State of California on June 27, 2008.

2.3 *Effect of the Merger.* At the Effective Time, the effect of the Merger shall be as provided in this Agreement and the applicable provisions of California Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of the Company and Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Sub shall become the debts, liabilities and duties of the Surviving Corporation.

2.4 *Articles of Incorporation.* Upon the Merger becoming effective, the Articles of Incorporation of the Surviving Corporation will be as set forth in *Exhibit A* hereto until amended in accordance with California Law and such Articles of Incorporation.

2.5 *Directors and Officers.*

(a) The directors of Sub immediately prior to the Effective Time shall be the directors of the Surviving Corporation immediately after the Effective Time, each to hold the office of a director of the Surviving Corporation in accordance with the provisions of California Law and the Articles of Incorporation and bylaws of the Surviving Corporation until their successors are duly elected and qualified.

(b) The officers of Sub immediately prior to the Effective Time shall be the officers of the Surviving Corporation immediately after the Effective Time, each to hold office in accordance with the provisions of the bylaws of the Surviving Corporation.

2.6 *Effect of Merger on the Capital Stock of the Constituent Corporations.*

(a) *Definitions.* For all purposes of this Agreement, the following terms shall have the following respective meanings:

"*Code*" shall mean the Internal Revenue Code of 1986, as amended.

"*Company Capital Stock*" shall mean (i) shares of Company Common Stock, and (ii) any other shares of capital stock of the Company.

"*Company Common Stock*" shall mean shares of common stock of the Company.

"*Company Option Plan*" shall mean the equity compensation plans of the Company, including plan documents governing options or any other equity-based award which may have been assumed as a result of corporate acquisition transactions by the Company, as applicable.

"*Company Options*" shall mean all issued and outstanding options to purchase shares of Company Common Stock (whether or not vested) held by any person or entity.

"*Company Stock Plans*" shall mean all Company Options or Company stock plans, including plan documents governing options or any other equity-based award which may have been assumed as a result of corporate acquisition transactions by the Company, as applicable will continue after the Effective Time or be assumed or continued by Parent or the Surviving Corporation; provided that Company Warrants will continue to be in effect pursuant to their terms.

"*Company Warrants*" shall mean those certain warrants to purchase Company Common Stock issued by the Company pursuant to a Securities Purchase Agreement dated as of May 27, 2005 and otherwise as referenced in the Company disclosure schedule attached thereto.

"*Indebtedness*" means (i) all indebtedness for borrowed money or the deferred purchase price of property or services (other than trade debt incurred in the ordinary course of business), including without limitation reimbursement and other obligations with respect to surety bonds and letters of credit, (i) all obligations evidenced by rates, bonds, debentures or similar instruments, and (iii) all capital lease obligations.

"*Option Exercise Price*" shall mean, with respect to a Company Option, the exercise price per share of such Company Option.

"*Parent Common Stock*" shall mean shares of common stock of the Parent.

"*Sub Common Stock*" shall mean shares of common stock of Sub.

"*Transaction Expenses*" shall mean any fee, cost, expense, payment, expenditure, liability (contingent or otherwise) or obligation (whether incurred prior to or on the date of the Reorganization Agreement, between the date of the Reorganization Agreement and the Effective Time or at or after the Effective Time) that relates directly or indirectly to (a) the proposed disposition of all or a portion of the business of the Company, or the process of identifying, evaluating and negotiating with prospective purchasers of all or a portion of the business of the Company, (b) the investigation and review conducted by Parent and its representatives, and any investigation or review conducted by other prospective purchasers of all of a portion of the business of the Company, with respect to the business of the Company (and the furnishing of information to Parent and its representatives and such other prospective purchasers and their representatives in connection with such investigation and review), (c) the negotiation, preparation, review, execution, delivery or performance of the Reorganization Agreement (including the schedules thereto), or any certificate, opinion, agreement or other instrument or document delivered or to be delivered in connection with the Reorganization Agreement or the transactions contemplated thereby, (d) the preparation and submission of any filing or notice required to be made or given in connection with the Merger, and the obtaining of any consent required to be obtained in connection with any of such transactions, or (e) the consummation of the Merger or any of the transactions contemplated by the Reorganization Agreement.

All other terms not otherwise defined herein shall have the meanings ascribed to such terms in the Reorganization Agreement.

(b) *Effect on Company Capital Stock.* At Effective Time, by virtue of the Merger and without any action on the part of Parent, Sub, the Company or the holders of any of their securities:

(i) *Conversion of Company Common Stock.* Each share of Company Common Stock issued and outstanding immediately prior to the Effective Time shall be converted and exchanged, without any action on the part of the holders thereof, into the right to receive 1.2582 shares of the Parent Common Stock (the "***Merger Consideration***"). The Merger Consideration shall be distributed to such holders upon the terms and subject to the conditions of this Agreement and the Reorganization Agreement.

(ii) *Treatment of Company Options and Other Equity-Based Awards.*

A. At the Effective Time each Company Option shall cease to represent a right to acquire shares of Company Common Stock and shall be terminated. Prior to the Effective Time, the Company shall take all action necessary to effect the termination of all Company Options as contemplated by the Reorganization Agreement including without limitation acceleration of the vesting of Company Options in accordance with their terms. No Company Stock Plans will continue after the Effective Time or be assumed or continued by Parent or the Surviving Corporation.

B. Prior to the Effective Time, the Company shall take all actions (including, if appropriate, amending the terms of the Company's employee stock purchase plan (the "ESPP")) that are necessary to (i) cause the ending date of the then current purchase period under the ESPP to occur on or before the last trading day prior to the Effective Time (the "Final Purchase Date"), (ii) cause all then existing offerings under the ESPP to terminate immediately following the purchase on the Final Purchase Date, (iii) suspend all future offerings that would otherwise commence under the ESPP following the Final Purchase Date and (iv) cease all further payroll deductions under the ESPP effective as of the Final Purchase Date. On the Final Purchase Date, the Company shall apply the funds credited as of such date under the ESPP within each participant's payroll withholding account to the purchase of whole shares of Company Common Stock in accordance with the terms of the ESPP, which shares shall be treated in the manner described in Section 1.5 of the Reorganization Agreement.

C. The Company Warrants will continue to be in effect pursuant to their terms.

(iii) *Capital Stock of Sub.* At the Effective Time, each share of Sub Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into and exchanged for one validly issued, fully paid and nonassessable share of common stock of the Surviving Corporation. Each stock certificate of Sub evidencing ownership of any such shares shall continue to evidence ownership of such shares of capital stock of the Surviving Corporation.

(iv) *Dissenters' Rights.* Notwithstanding anything in the Reorganization Agreement or this Agreement to the contrary, any shares of Company Common Stock held by a holder who has demanded and perfected such holder's right for appraisal of such shares in accordance with California Law and who, as of the Effective Time, has not effectively withdrawn or lost such right to appraisal ("***Dissenting Shares***"), if any, shall not be converted into the Merger Consideration but shall instead be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenting Shares pursuant to California Law. Company shall give Patent prompt notice of any demand received by Company to require Company to purchase shares of Company Common Stock, and Parent shall have the right to direct and participate in all negotiations and proceedings with respect to such demand. Company agrees that, except with the prior written consent of Parent, or as required under the California Law, it will not voluntarily make any payment with respect to, or settle or offer to settle, any such purchase demand. Each holder of Dissenting Shares who, pursuant to the provisions of California Law, becomes entitled to payment of the fair value for shares of Company Common Stock shall receive payment therefore (but only after the value therefore shall have been agreed upon or finally determined pursuant to such provisions). If, after the Effective Time, any Dissenting Shares shall lose their status as Dissenting Shares, Parent shall issue and deliver, upon surrender by such shareholder of a certificate or certificates representing shares of Company Common Stock, the portion of the Merger

Consideration to which such shareholder would otherwise be entitled under this Agreement, upon the terms and subject to the conditions of this Agreement and the Reorganization Agreement.

ARTICLE III
MISCELLANEOUS

3.1 *Termination by Mutual Agreement.* Notwithstanding the approval of this Agreement by the shareholders of Sub and the Company, this Agreement may be terminated at any time prior to the Effective Time by mutual agreement of the Board of Directors of Sub and the Company.

3.2 *Termination of Reorganization Agreement.* Notwithstanding the approval of this Agreement by the shareholders of Sub and the Company, this Agreement shall terminate forthwith in the event that the Reorganization Agreement shall be terminated prior to the Effective Time as therein provided.

3.3 *Amendment.* Prior to the Effective Time this Agreement may be amended by the parties hereto at any time before or after approval hereof by the shareholders of either Sub or the Company, but, after any such approval, no amendment will be made which, under the applicable provisions of California Law, requires the further approval of shareholders without obtaining such further approval. This Agreement shall not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

3.4 *Counterparts.* This Agreement may be executed in one or more counterpart, each of which shall be deemed an original , but all of which together shall constitute one agreement.

3.5 *Governing Law.* This Agreement shall be governed in all respects, including validity, interpretation and effect by the laws of the State of California.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement of Merger as of the date first above written.

WHITE SHADOW, INC.

By: /s/ Chris Caulson

Chris Caulson, President and Secretary

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

By: /s/ Eric M. DeMarco

Eric M. DeMarco, President

By: /s/ Laura L. Siegal

Laura L. Siegal, Secretary

SYS

By: /s/ Clifton L. Cooke

Clifton L. Cooke, Jr., President

By: /s/ Michael W. Fink

Michael W. Fink, Secretary

Exhibit A

AMENDED AND RESTATED ARTICLES OF INCORPORATION

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
SYS

ARTICLE I

The name of the corporation is: SYS

ARTICLE II

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III

The corporation is authorized to issue only one class of shares which shall be designated "Common Stock," $0.001 par value per share. The total number of shares which the corporation is authorized to issue is one thousand (1,000).

ARTICLE IV

(a) The liability of directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

(b) The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors, or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits set forth in Sections 204 and 317 of the California Corporations Code with respect to actions for breach of duty to the corporation and its shareholders.

(c) Any amendment, repeal of modification of any provision of this Article IV shall not adversely affect any right or protection of an agent of this corporation existing at the time of such amendment, repeal or modification.

SYS

OFFICERS' CERTIFICATE OF APPROVAL OF MERGER

The undersigned, Clifton L. Cooke, Jr. and Michael W. Fink, hereby certify that:

1. They are the President and Secretary, respectively, of SYS, a California corporation (the "Company").

2. The principal terms of the Agreement of Merger in the form attached to this Certificate (the "***Merger Agreement***") providing for the merger (the "***Merger***") of White Shadow, Inc., a California corporation, with and into the Company were duly approved by the Board of Directors and shareholders of the Company.

3. The authorized capital stock of the Company consists of 48,000,000 shares of Common Stock, 2,000,000 shares of Preference Stock and 250,000 shares of Preferred Stock. There were 19,901,374 shares of Common Stock and 250,000 shares of Preferred Stock. There were 19,901,374 shares of Common Stock of the Company issued and outstanding, all of which were entitled to vote upon the Merger. There are no shares of Preference Stock and no shares of Preferred Stock of the Company issued and outstanding. The votes of more than fifty percent (50%) of the outstanding shares of Common Stock of the Company were required to approve the Merger and the principal terms of the Merger Agreement.

4. The principal terms of the Merger Agreement were approved by the consent of the holders of a majority of the outstanding shares of Common Stock of the Company, which votes exceeded the votes required.

The undersigned further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of his own knowledge.

Date: June 26, 2008

/s/ Clifton L. Cooke

Clifton L. Cooke, Jr., President

/s/ Michael W. Fink

Michael W. Fink, Secretary

WHITE SHADOW, INC.

OFFICERS' CERTIFICATE OF APPROVAL OF MERGER

The undersigned, Chris Caulson, hereby certifies that:

1. He is the President and Secretary of White Shadow, Inc., a California corporation (the "***Sub***").

2. The principal terms of the Agreement of Merger in the form attached to this Certificate (the "***Merger Agreement***") providing for the merger (the "***Merger***") of Sub with and into SYS, a California corporation, were duly approved by the Board of Directors and the sole shareholder of Sub.

3. The authorized capital stock of the Sub consists of 1,000 shares of Common Stock. There were 1,000 shares of Common Stock of Sub issued and outstanding, all of which were entitled to vote upon the Merger. A vote of more than 50% of the outstanding shares of Common Stock of Sub was required to approve the Merger.

4. The principal terms of the Merger Agreement were approved by the consent of Sub's sole shareholder, holding one hundred percent (100%) of the Company's issued and outstanding shares, which vote exceeded the vote required.

The undersigned further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of their own knowledge.

Date: June 26, 2008

/s/ Chris Caulson

Chris Caulson, President and Secretary

QuickLinks

Exhibit 3.67

BYLAWS
OF
SYS

ARTICLE I
OFFICES

Section 1.1 *Principal Executive Office*.

The Board of Directors shall fix the location of the principal executive office of the corporation at any place within or outside the State of California and may change said principal office from one location to another. If the principal executive office is located outside California and the corporation has one or more business offices in California, then the Board of Directors shall fix and designate a principal business office in California.

Section 1.2 *Other Offices*.

Branch or subordinate offices may at any time be established by the Board of Directors at any place or places where the corporation is qualified to do business.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 2.1 *Place of Meetings*.

All meetings of shareholders shall be held either at the principal executive office or at any other place within or without the State of California which may be designated either by the Board of Directors or by the written consent of a majority of the shareholders entitled to vote thereat as determined pursuant to Section 6.1 of these Bylaws given either before or after the meeting. If authorized by the Board of Directors (in its sole discretion) and subject to the requirement of consent in clause (b) of Section 20 of the California Corporations Code and any guidelines and procedures adopted by the Board of Directors, shareholders not physically present in person or by proxy at a meeting of shareholders may, by electronic transmission by and to the corporation or by electronic video communication, participate in a meeting of shareholders, be deemed present in person or by proxy and vote, whether that meeting is to be held at a designated place or in whole or in part by means of electronic transmission by and to the corporation or by electronic video communication.

Section 2.2 *Annual Meetings*.

The annual meetings of shareholders shall be held on such day and at such hour as may be fixed by the Board of Directors. At such meeting, Directors shall be elected, and any other proper business may be transacted.

Section 2.3 *Special Meetings*.

Special meetings of the shareholders may be called at any time by the Board of Directors, the Chairman of the Board, the President, or by the holders of shares entitled to cast not less than ten percent (10%) of the votes at the meeting. Notice of such special meeting shall be given in the same manner as for the annual meeting of shareholders. Notices of any special meetings shall specify in addition to the place, date and hour of such meeting, the general nature of the business to be transacted thereat.

Section 2.4 *Meetings by Electronic Transmission or Electronic Video Communication*. A meeting of shareholders may be conducted, in whole or in part, by electronic transmission by and to the corporation or by electronic video communication if:

(a) the corporation implements reasonable measures to provide shareholders (in person or by proxy) a reasonable opportunity to participate in the meeting and to vote on matters submitted to shareholders; and

(b) a record of vote or action is maintained by the corporation if any shareholder votes or other shareholder action is taken at the meeting by means of electronic transmission to the corporation or electronic video communication.

Any request by the corporation to a shareholder pursuant to clause (b) of Section 20 of the California Corporations Code for consent to conduct a meeting of shareholders by electronic transmission by and to the corporation shall include a notice that, absent consent of the shareholder pursuant to such clause, the meeting will be held at a physical location.

Section 2.5 *Notice of Meetings or Reports*.

Written notice of each meeting of shareholders shall be given not less than ten (10) days nor more than sixty (60) days before the date of the meeting to each shareholder entitled to vote thereat. Such notice shall be given either personally or by mail or other means of written communication, addressed or delivered to each shareholder entitled to vote at such meeting at the address of such shareholder appearing on the books of the corporation or given by him to the corporation for the purpose of such notice. If no such address appears or is given, notice shall be given either personally or by mail or other means of written communication addressed to the shareholder at the place where the principal executive office of the corporation is located, or by publication at least once in a newspaper of general circulation in the county in which said office is located. The notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of written communication.

The same procedure for the giving of notice shall apply to the giving of any report to shareholders.

All such notices shall state the place, the date and the hour of such meeting, and shall state such matters, if any, as may be expressly required by the California Corporations Code.

Upon request by any person or persons entitled to call a special meeting, the Chairman of the Board, President, Vice President or Secretary shall within twenty (20) days after receipt of the request cause notice to be given to the shareholders entitled to vote that a special meeting will be held at a time requested by the person or persons calling the meeting, but not less than thirty-five (35) nor more than sixty (60) days after receipt of the request.

All other notices shall be sent by the Secretary or an Assistant Secretary, or if there be no such officer, or in the case of his neglect or refusal to act, by any other officer, or by persons calling the meeting.

Section 2.6 *Adjourned Meetings and Notice Thereof.*

Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of a majority of the shares, represented either in person or by proxy, but in the absence of a quorum, no other business may be transacted at such meeting, except as provided in Section 2.8 of these Bylaws.

When a shareholders' meeting is adjourned to another time or place, notice of the adjourned meeting need not be given if the time and place thereof are announced at the meeting at which the adjournment is taken; except that if the adjournment is for more than forty-five (45) days or if after the

adjournment a new record date is fixed for the adjourned meeting, notice of the adjourned meeting shall be given to each shareholder of record entitled to vote thereat.

At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting.

Section 2.7 *Voting*.

Except as otherwise provided in the Articles of Incorporation and subject to Section 6.1 of these Bylaws, each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote of shareholders. Vote may be viva voce or by ballot; provided, however, that elections for Directors must be by ballot upon demand made by a shareholder at the meeting and before the voting begins.

Every shareholder entitled to vote at any election for Directors may cumulate his, her or its votes and give one candidate a number of votes equal to the number of Directors to be elected, multiplied by the number of votes to which his shares are entitled, or to distribute his, her or its votes on the same principle among as many candidates as he thinks fit, provided that no shareholder shall be entitled to cumulate votes unless such candidate or candidates names have been placed in nomination prior to the voting and the shareholder has given notice at the meeting, prior to the voting, of the shareholder's intention to cumulate the shareholder's votes. If any one shareholder has given such notice, all shareholders may cumulate their votes for candidates in nomination. The candidates receiving the highest number of votes of the shares entitled to be voted for them, up to the number of Directors to be elected by such shares, shall be elected.

Any holder of shares entitled to vote on any matter may vote part of the shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal, other than elections to office, but, if the shareholder fails to specify the number of shares such shareholder is voting affirmatively, it shall be conclusively presumed that the shareholder's approving vote is with respect to all shares said shareholder is entitled to vote.

Section 2.8 *Quorum*.

A majority of the shares entitled to vote, represented in person or by proxy, shall constitute a quorum at any meeting of shareholders. If a quorum is present, the affirmative vote of a majority of the shares represented at the meeting and entitled to vote on any matter shall be the act of the shareholders, unless otherwise required by the Articles of Incorporation or the California Corporations Code.

The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

Section 2.9 *Consent of Absentees*.

The transactions of any meeting of shareholders, if not duly called and noticed, and wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the shareholders entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when a person objects, at the beginning of the meeting, to the transaction of any business because the

meeting is not lawfully called or convened; provided, that attendance at a meeting is not a waiver of any right to object to the consideration of matters required by law or these Bylaws to be included in the notice but not so included if such objection is expressly made at the meeting.

Section 2.10 *Action Without Meeting*.

Any action which may be taken at any meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the actions so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes which would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted; provided, that except to fill a vacancy as provided in Section 3.6 of these Bylaws, Directors may not be elected by written consent except by unanimous written consent of all shares entitled to vote for the election of Directors.

Unless the consents of all shareholders entitled to vote have been solicited in writing, notice of the following actions approved by shareholders without a meeting by less than unanimous written consent shall be given to those shareholders entitled to vote who have not consented in writing at least ten (10) days before the consummation of the action authorized by such approval:

(a) approval of a contract or other transaction between the corporation and one or more of its Directors, or between the corporation and any corporation, firm or association in which one or more of its Directors has a material financial interest.

(b) approval of any indemnification to be made by the corporation of a person who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that such person was or is an agent of the corporation.

(c) approval of the principal terms of a reorganization.

(d) approval of a plan of distribution of the shares, obligations or securities of any other corporation, or assets other than money, which is not in accordance with the liquidation rights of the preferred shares as specified in the Articles of Incorporation or a Certificate of Determination.

Unless the consents of all shareholders entitled to vote have been solicited in writing, prompt notice of the taking of any corporate action not listed above which is approved by shareholders without a meeting by less than unanimous written consent, shall be given to those shareholders entitled to vote who have not consented in writing.

Such notice shall be given as provided in Section 2.5 of these Bylaws.

Section 2.11 *Proxies*.

Every person entitled to vote shares may authorize another person or persons to act by proxy with respect to such shares. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy.

ARTICLE III
DIRECTORS

Section 3.1 *Powers*.

Subject to the limitations stated in the Articles of Incorporation, these Bylaws, and the California Corporations Code as to actions which shall be approved by the shareholders or by the affirmative vote of a majority of the outstanding shares entitled to vote, and subject to the duties of Directors as prescribed by the California Corporations Code, all corporate powers shall be exercised by, or under the direction of, and the business and affairs of the corporation shall be managed by, the Board of Directors.

Section 3.2 *Number of Directors.*

The authorized number of Directors which shall constitute the whole Board shall be not less than one (1) nor greater than three (3). The directors need not be stockholders. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 3.6 of this Article, and each director shall hold office until their successor is elected and qualified; provided, however, that unless otherwise restricted by the Articles of Incorporation or by law, any director or the entire Board of Directors may be removed, either with or without cause, from the Board of Directors at any meeting of the shareholders by a majority of the stock represented and entitled to vote thereat.

Section 3.3 *Election and Term of Office.*

The Directors shall be elected at each annual meeting of shareholders, but if any such annual meeting is not held, or the Directors are not elected thereat, the Directors may be elected at any special meeting of the shareholders held for that purpose. All Directors shall hold office until the expiration of the term for which elected and until their respective successors are elected, except in the case of the death, resignation or removal of any Director. A Director need not be a shareholder.

Section 3.4 *Resignation.*

Any Director may resign effective upon giving written notice to the Chairman of the Board, the President, the Secretary or the Board of Directors of the corporation, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, the Board of Directors may elect a successor to take office when the resignation becomes effective.

Section 3.5 *Removal.*

The entire Board of Directors or any individual Director may be removed from office, prior to the expiration of their or his term of office only in the manner and within the limitations provided by the California Corporations Code.

No reduction of the authorized number of Directors shall have the effect of removing any Director prior to the expiration of such Director's term of office.

Section 3.6 *Vacancies.*

A vacancy in the Board of Directors shall be deemed to exist (i) in case of the death, resignation or removal of any Director, (ii) if the Board of Directors by resolution declares vacant the office of a Director who has been declared of unsound mind by an order of court or convicted of a felony, (iii) if the authorized number of Directors is increased, or (iv) if the shareholders fail at any annual or special meeting of shareholders at which any Director or Directors are elected to elect the full authorized number of Directors to be voted for at that meeting.

Vacancies in the Board of Directors may be filled by a majority of the remaining Directors, or if the number of Directors then in office is less than a quorum by (i) unanimous written consent of the Directors then in office, (ii) the affirmative vote of a majority of the Directors then in office at a meeting held pursuant to notice or waivers of notice, or (iii) a sole remaining Director; however, a vacancy created by the removal of a Director by the vote or written consent of the shareholders or by court order may be filled only by the affirmative vote of a majority of the shares represented and voting at a duly held meeting at which a quorum is present (which shares voting affirmatively also constitute at least a majority of the required quorum), or by the unanimous written consent of all shares entitled to vote thereon. Each Director so elected shall hold office until the expiration of the term for which he was elected and until his successor is elected at an annual or a special meeting of the shareholders, or until his death, resignation or removal.

The shareholders may elect a Director or Directors at any time to fill any vacancy or vacancies not filled by the Directors. Any such election by written consent other than to fill a vacancy created by removal requires the consent of the holders of a majority of the outstanding shares entitled to vote.

Section 3.7 *Organization Meeting*.

Immediately after each annual meeting of shareholders, the Board of Directors shall hold a regular meeting for the purpose of organization, the election of officers and the transaction of other business. No notice of such meeting need be given.

Section 3.8 *Other Regular Meetings*.

The Board of Directors may provide by resolution the time and place for the holding of regular meetings of the Board; provided, however, that if the date so designated falls upon a legal holiday, then the meeting shall be held at the same time and place on the next succeeding day which is not a legal holiday. No notice of such regular meetings of the Board need be given.

Section 3.9 *Calling Meetings*.

Meetings of the Board of Directors for any purpose or purposes shall be held whenever called by the Chairman of the Board, the President or the Secretary or any two Directors of the corporation.

Section 3.10 *Place of Meetings*.

Meetings of the Board of Directors shall be held at any place within or without the State of California which may be designated in the notice of the meeting, or, if not stated in the notice or if there is no notice, designated by resolution of the Board. In the absence of such designation, meetings of the Board of Directors shall be held at the principal executive office of the corporation.

Section 3.11 *Meetings by Conference Telephone or Other Communications Equipment*.

So long as permitted by statute, Directors may participate in a regular or special meeting through use of conference telephone, electronic video communication or electronic transmission by and to the corporation. Participation in a meeting through the use of conference telephone or electronic video communication shall constitute presence in person at that meeting as long as all Directors participating in the meeting are able to hear one another. Participation through electronic transmission by or to the corporation (other than by conference telephone or electronic video communication) constitutes presence in person if: (1) each Director participating in the meeting can communicate with all of the other Directors concurrently; and (2) each Director is provided the means of participating in all matters before the Board of Directors, including, without limitation, the capacity to propose, or to interpose an objection to, a specified action to be taken by the corporation.

Section 3.12 *Notice of Special Meetings*.

Written notice of the time and place of special meetings of the Board of Directors shall be delivered personally to each Director, or sent to each Director by mail, or by telephone (including a voice messaging system or by electronic transmission by the corporation). In case such notice is sent by mail, it shall be deposited in the United States mail at least four (4) days prior to the time of the holding of the meeting. In case such notice is delivered personally, or by telephone (including a voice messaging system or by electronic transmission by the corporation), it shall be so delivered at least forty-eight (48) hours prior to the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the Director or to a person at the office of the Director who the person giving the notice has reason to believe will promptly communicate it to the Director. Such notice may be given by the Secretary of the corporation or by the persons who called said meeting. Such notice need not specify the purpose of the meeting, and notice shall not be necessary if appropriate waivers, consents and/or approvals are filed in accordance with Section 3.13 of these Bylaws.

Section 3.13 *Waiver of Notice*.

Notice of a meeting need not be given to any Director who signs a waiver of notice, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Director.

The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice if a quorum is present and if, either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 3.14 *Action Without Meeting*.

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

Section 3.15 *Quorum*.

A majority of the authorized number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be the act of the Board of Directors, unless the Articles of Incorporation or the California Corporations Code specifically requires a greater number. In the absence of a quorum at any meeting of the Board of Directors, a majority of the Directors present may adjourn the meeting as provided in Section 3.16 of these Bylaws. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of enough Directors to leave less than a quorum, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 3.16 *Adjournment*.

Any meeting of the Board of Directors, whether or not a quorum is present, may be adjourned to another time and place by the vote of a majority of the Directors present. Notice of the time and place of the adjourned meeting need not be given to absent Directors if said time and place are fixed at the meeting adjourned.

Section 3.17 *Inspection Rights*.

Every Director shall have the absolute right at any time to inspect, copy and make extra copies of, in person or by agent or attorney, all books, records and documents of every kind and to inspect the physical properties of the corporation.

Section 3.18 *Fees and Compensation*.

Directors shall not receive any stated salary for their services as Directors, but, by resolution of the Board, a fixed fee, with or without expenses of attendance, may be allowed for attendance at each meeting. Nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefor.

ARTICLE IV

EXECUTIVE COMMITTEE AND OTHER COMMITTEES

Section 4.1 *Executive Committee*.

The Board of Directors may, by resolution adopted by a majority of the authorized number of Directors, appoint an executive committee, consisting of two or more Directors. The Board may designate one or more Directors as an alternate member of such committee, who may replace any absent member of any meeting of the committee. The executive committee, subject to any limitations imposed by the California Corporations Code, or by resolution adopted by the affirmative vote of a majority of the authorized number of Directors, or imposed by the Articles of Incorporation or by these Bylaws, shall have and may exercise all of the powers of the Board of Directors.

Section 4.2 *Other Committees*.

The Board of Directors may, by resolution adopted by a majority of the authorized number of Directors, designate such other committees, each consisting of two or more Directors, as it may from time to time deem advisable to perform such general or special duties as may from time to time be delegated to any such committee by the Board of Directors, subject to the limitations contained in the California Corporations Code, or imposed by the Articles of Incorporation or by these Bylaws. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent member at any meeting of the committee.

Section 4.3 *Minutes and Reports*.

Each committee shall keep regular minutes of its proceedings, which shall be filed with the Secretary. All action by any committee shall be reported to the Board of Directors at the next meeting thereof, and, insofar as rights of third parties shall not be affected thereby, shall be subject to revision and alteration by the Board of Directors.

Section 4.4 *Meetings*.

Except as otherwise provided in these Bylaws or by resolution of the Board of Directors, each committee shall adopt its own rules governing the time and place of holding and the method of calling its meetings and the conduct of its proceedings and shall meet as provided by such rules, and it shall also meet at the call of any member of the committee. Unless otherwise provided by such rules or by resolution of the Board of Directors, committee meetings shall be governed by Sections 3.11, 3.12 and 3.13 of these Bylaws. Any action required or permitted to be taken by the a committee may be taken without a meeting, if all members of the committee shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such committee members.

Section 4.5 *Term of Office of Committee Members*.

The term of office of any committee member shall be as provided in the resolution of the Board of Directors designating him but shall not exceed his term as a Director. Any member of a committee may be removed at any time by resolution adopted by Directors holding a majority of the directorships, either present at a meeting of the Board or by written approval thereof.

ARTICLE V
OFFICERS

Section 5.1 *Officers.*

The officers of the corporation shall be a President, a Secretary, and a Treasurer, who shall be the Chief Financial Officer of the corporation. The corporation may also have, at the discretion of the Board of Directors, a Chairman of the Board, one or more Vice Presidents, one or more Assistant Treasurers, and such other officers as may be appointed in accordance with the provisions of Section 5.3. One person may hold two or more offices.

Section 5.2 *Election.*

The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Sections 5.3 or 5.5 of these bylaws, shall be chosen annually by the Board of Directors, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified.

Section 5.3 *Subordinate Officers, etc.*

The Board of Directors may appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as the Board of Directors may from time to time determine.

Section 5.4 *Removal and Resignation.*

Any officer may be removed, either with or without cause, by a majority of the Directors at the time in office, at any regular or special meeting of the Board, or, except in case of an officer elected by the Board of Directors, by an officer upon whom such power of removal may be conferred by the Board of Directors.

Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.5 *Vacancies.*

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner described in these Bylaws for regular appointments to such office.

Section 5.6 *Chairman of the Board.*

The Chairman of the Board, if there shall be such an officer, shall, if present, preside at all meetings of the Board of Directors, and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by these Bylaws.

Section 5.7 *President.*

Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, if there be such an officer, the President shall be the general manager and chief executive officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business and officers of the corporation. He shall preside at all meetings of the shareholders. He shall have the general powers and duties of management usually vested in the office of president of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or by these Bylaws.

Section 5.8 *Vice President.*

In the absence or disability of the President, the Vice Presidents, if any, in order of their rank as fixed by the Board of Directors, or if not ranked, the Vice President designated by the Board of Directors, shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to, all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors or these Bylaws.

Section 5.9 *Secretary.*

The Secretary shall keep, or cause to be kept, a book of minutes in written form of the proceedings of the Board of Directors, committees of the Board, and shareholders. Such minutes shall include all waivers of notice, consents to the holding of meetings, or approvals of the minutes of meetings executed pursuant to these Bylaws or the California Corporations Code. The Secretary shall keep, or cause to be kept at the principal executive office or at the office of the corporation's transfer agent or registrar, a record of its shareholders, giving the names and addresses of all shareholders and the number and class of shares held by each.

The Secretary shall give or cause to be given, notice of all meetings of the shareholders and of the Board of Directors required by these Bylaws or by law to be given, and shall keep the seal of the corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws.

Section 5.10 *Treasurer and Chief Financial Officer.*

The Treasurer and Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of account in written form or any other form capable of being converted into written form.

The Treasurer and Chief Financial Officer shall deposit all monies and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the Board of Directors. He shall disburse all funds of the corporation as may be ordered by the Board of Directors, shall render to the President and Directors, whenever they request it, an account of all of his transactions as Treasurer and Chief Financial Officer and of the financial condition of the corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by these Bylaws.

Section 5.11 *Assistant Secretary.*

The Assistant Secretary shall have all the powers, and perform all the duties of, the Secretary in the absence or inability of the Secretary to act.

Section 5.12 *Compensation.*

The compensation of the officers shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such compensation by reason of the fact that he is also a Director of the corporation.

ARTICLE VI
GENERAL MATTERS

Section 6.1 *Record Date.*

The Board of Directors may fix, in advance, a time in the future as the record date for the determination of shareholders entitled to notice of any meeting or to vote 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 lawful action. Shareholders on the record date are entitled to notice and to vote or receive the dividend, distribution or allotment of rights or to exercise the rights, as the case may be, notwithstanding any transfer of any shares in the books of the corporation after the record date, except as otherwise provided by law. Said record date shall not be more than sixty (60) or less than ten (10) days prior to the date of such meeting, nor more than sixty (60) days prior to any other action.

A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting unless the Board fixes a new record date for the adjourned meeting, but the Board shall fix a new record date if the meeting is adjourned for more than forty-five (45) days from the date set for the original meeting.

If no record date is fixed by the Board of Directors, the record date shall be fixed pursuant to the California Corporations Code.

Section 6.2 *Inspection of Corporate Records.*

The accounting books and records, and minutes of proceedings of the shareholders and the Board of Directors and committees of the Board shall be open to inspection upon written demand made upon the corporation by any shareholder or the holder of a voting trust certificate, at any reasonable time during usual business hours, for a purpose reasonably related to his interest as a shareholder, or as the holder of such voting trust certificate. The record of shareholders shall also be open to inspection by any shareholder or holder of a voting trust certificate at any time during usual business hours upon written demand on the corporation, for a purpose reasonably related to such holder's interest as a shareholder or holder of a voting trust certificate. Such inspection may be made in person or by an agent or attorney, and shall include the right to copy and to make extracts.

Section 6.3 *Execution of Corporate Instruments.*

The Board of Directors may, in its discretion, determine the method and designate the statutory officer or officers, or other person or persons, to execute any corporate instrument or document, or to sign the corporate name without limitation, except where otherwise provided by law, and such execution or signature shall be binding upon the corporation. Unless otherwise specifically determined by the Board of Directors, formal contracts of the corporation, promissory notes, mortgages, evidences of indebtedness, conveyances or other instruments in writing, and any assignment or endorsement thereof, executed or entered into between the corporation and any person, may be signed by any one of the Chairman of the Board, the President, any Vice President, the Secretary or the Treasurer of the corporation.

Section 6.4 *Ratification by Shareholders.*

The Board of Directors may, subject to applicable notice requirements, in its discretion, submit any contract or act for approval or ratification of the shareholders at any annual meeting of shareholders, or at any special meeting of shareholders called for that purpose; and any contract or act which shall be approved or ratified by the affirmative vote of a majority of the shares entitled to vote represented at a duly held meeting at which a quorum is present, or by the written consent of shareholders, shall be as valid and binding upon the corporation and upon the shareholders thereof as though approved or ratified by each and every shareholder of the corporation, unless a greater vote is required by law for such purpose.

Section 6.5 *Annual Report.*

For so long as the corporation has less than 100 holders of record of its shares, the mandatory requirement of an annual report is hereby expressly waived. The Board of Directors may, in its discretion, cause an annual report to be sent to the shareholders. Such reports shall contain at least a balance sheet as of the close of such fiscal year and an income statement and statement of changes in

financial position for such fiscal year, and shall be accompanied by any report thereon of independent accountants, or if there is no such report, the certificate of an authorized officer of the corporation that such statements were prepared without audit of the books and records of the corporation.

A shareholder or shareholders holding at least five percent (5%) of the outstanding shares of any class of the corporation may make a written request to the corporation for an income statement and/or a balance sheet of the corporation for the three-month, six-month or nine-month period of the current fiscal year ended more than thirty (30) days prior to the date of the request, and such statement shall be delivered or mailed to the person making the request within thirty (30) days thereafter. Such statements shall be accompanied by the report thereon, if any, of any independent accountants engaged by the corporation or the certificates of an authorized officer of the corporation that such financial statements were prepared without audit from the books and records of the corporation.

Section 6.6 *Representation of Shares of Other Corporations.*

The President and Vice President of this corporation are authorized to vote, represent and exercise on behalf of the corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this corporation. The authority herein granted to said officers to vote or represent on behalf of this corporation any and all shares held by this corporation and any other corporation or corporations may be exercised either by such officers in person or by any person authorized so to do by proxy or power of attorney and duly executed by said officers.

Section 6.7 *Inspection of Bylaws.*

The corporation shall keep in its principal executive office in this State the original or a copy of the Bylaws as amended or otherwise altered to date, which shall be open to inspection by the shareholders at all reasonable times during office hours.

ARTICLE VII
SHARES OF STOCK

Section 7.1 *Form of Certificates.*

Certificates for shares of stock of the corporation shall be in such form and design as the Board of Directors shall determine and shall be signed in the name of the corporation by the Chairman of the Board, or the President or Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or any Assistant Secretary. Each certificate shall state the certificate number, the date of issuance, the number, class or series and the name of the record holder of the shares represented thereby, the name of the corporation, and, if the shares of the corporation are classified or if any class of shares has two or more series, there shall appear the statement required by the California Corporations Code.

Section 7.2 *Transfer of Shares.*

Shares of stock may be transferred in any manner permitted or provided by law. Before any transfer of stock is entered upon the books of the corporation, or any new certificate issued therefor, the older certificate, properly endorsed, shall be surrendered and canceled, except when a certificate has been lost, stolen or destroyed.

Section 7.3 *Lost Certificates.*

The Board of Directors may order a new certificate for shares of stock to be issued in the place of any certificate alleged to have been lost, stolen or destroyed, but in every such case, the owner or the legal representative of the owner of the lost, stolen or destroyed certificates may be required to give the corporation a bond (or other adequate security) in such form and amount as the Board may deem sufficient to indemnify it against any claim that may be made against the corporation (including any

expense or liability) on account of the alleged loss, theft or destruction of any such certificate or issuance of such new certificate.

ARTICLE VIII
INDEMNIFICATION

Section 8.1 *Indemnification by Corporation.*

Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative ("Proceeding"), 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 is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, or was a director, officer, employee or agent of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation, whether the basis of such Proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the California General Corporation Law, against all expenses, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; *provided*, *however*, that, except as provided in this Article VIII of these bylaws, 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) was authorized by the board of directors of the corporation. The right to indemnification conferred by this Section shall include the right to be paid by the corporation expenses incurred in defending any such Proceeding in advance of its final disposition to the fullest extent authorized by the California General Corporation Law; *provided*, *however*, that, if required by the California General Corporation Law, the payment of such expenses incurred by such person 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 person, to repay all amounts so advanced if it should be determined ultimately that such person is not entitled to be indemnified under this Section or otherwise.

Section 8.2 *Right of Claimant to Bring Suit.*

If a claim under Section 8.1 of this Article VIII is not paid in full by the corporation within ninety (90) days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense 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 under the California General Corporation Law for the corporation to indemnify the claimant for the amount claimed. 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 set forth in the California General Corporation Law, 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 claimant has not met the applicable standard of conduct.

Section 8.3 *Indemnification of Employees and Agents of the Corporation.*

The corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and to the advancement of expenses to any employee or agent of the corporation to the fullest extent of the provisions of this Article with respect to the indemnification of and advancement of expenses to directors and officers of the corporation.

Section 8.4 *Rights Not Exclusive.*

The rights conferred on any person by this Article VIII above shall not be exclusive of any other right which such person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaw, agreement, vote of shareholders or disinterested directors or otherwise.

Section 8.5 *Indemnity Agreements.*

The Board of Directors is authorized to enter into a contract with any director, officer, employee or agent of the corporation, or any person who 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, including employee benefit plans, or any person who was a director, officer, employee or agent of a corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation, providing for indemnification rights equivalent to or, if the Board of Directors so determines, greater than, those provided for in this Article VIII.

Section 8.6 *Insurance.*

The corporation may purchase and maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation (including a predecessor corporation), partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the California Corporations Code.

Section 8.7 *Amendment, Repeal or Modification.*

Any amendment, repeal or modification of any provision of this Article VIII by the shareholders or the Directors of the corporation shall not adversely affect any right or protection of a Director or officer of the corporation existing at the time of such amendment, repeal or modification.

ARTICLE IX
AMENDMENTS

Section 9.1 *Power of Shareholders.*

New Bylaws may be adopted or these Bylaws may be amended or repealed by the affirmative vote of a majority of the outstanding shares entitled to vote or by the written consent thereof, except as otherwise provided by law or by the Articles of Incorporation.

Section 9.2 *Power of Directors.*

Subject to the right of shareholders as provided in Section 9.1 of these Bylaws, Bylaws other than a Bylaw or amendment thereof specifying or changing a fixed number of Directors, or the minimum or maximum number of a variable Board of Directors, or changing from a fixed to a variable Board of Directors or vice versa, may be adopted, amended or repealed by the approval of the Board of Directors.

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Exhibit 3.68

STATE OF DELAWARE
CERTIFICATE OF INCORPORATION
A STOCK CORPORATION

1. The name of the corporation is: WFI NMC Corp.

2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

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

4. The total number of shares of stock that the corporation shall have authority to issue is 1,000 shares at no par value. The designations and the powers, preferences and rights, and the qualifications, limitations or restrictions thereof shall be determined by resolution of the Board of Directors of the Corporation.

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

NAME	Sherri A. Jackson
MAILING ADDRESS	Wireless Facilities, Inc, 1840 Michael Faraday Drive, Suite 200 Reston, Virginia 20190

6. The name and mailing address of each person who is to serve as a director until their successors are elected and qualified, is as follows:

NAME	Dr. Masood Tayebi
MAILING ADDRESS	Wireless Facilities, Inc. 4810 Eastgate Mall San Diego, CA 92121
NAME	Terry M. Ashwill
MAILING ADDRESS	Wireless Facilities. Inc. 4810 Eastgate Mall San Diego, CA 92121
NAME	Scott Fox
MAILING ADDRESS	Wireless Facilities. Inc. 4810 Eastgate Mall San Diego, CA 92121

7. A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director except for liability (i) for any breach, of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which 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 any improper personal benefit.

I, THE UNDERSIGNED, being the incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the general Corporation Law of the State of Delaware, do make this Certificate, hereby declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 13th day of October, 2000.

/s/ Sherri A. Jackson

Sherri A. Jackson
Incorporator

QuickLinks

Exhibit 3.69

BYLAWS

OF

WFI NMC CORP.
A Delaware Corporation

ARTICLE I

OFFICES

Section 1. *Registered Office.* The registered office of the corporation within the State of Delaware shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. *Principal Offices.* The Board of Directors shall fix the location of the principal executive office of the corporation at any place within or outside the State of Delaware.

Section 3. *Other Offices.* The Board of Directors may at any time establish branch or subordinate offices at any place or places where the corporation is qualified to do business.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. *Place of Meetings.* Meetings of stockholders shall be held at any place within or outside the State of Delaware designated by the Board of Directors. In the absence of any such designation, stockholders' meetings shall be held at the principal executive office of the corporation.

Section 2. *Annual Meeting.* The annual meeting of the stockholders shall be held each year within six (6) months of the end of the corporation's fiscal year on a date and at a time designated by the Board of Directors. If this day shall be a legal holiday, then the meeting shall be held on the next succeeding business day, at the same hour. At the annual meeting, the stockholders shall elect a Board of Directors, consider reports of the affairs of the corporation and transact such other business as may be properly brought before the meeting.

Section 3. *Special Meeting.* Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or the Certificate of Incorporation, may be called at any time by the President, and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors or one or more stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. The written request shall state the purpose or purposes of the special meeting. Business transacted at any special meeting shall be limited to the purposes stated in the notice.

Section 4. *Notice of Stockholders' Meetings.* Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which notice shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. The written notice of any meeting shall be given to each stockholder entitled to vote at such meeting not less than 10 nor more than 60 days before the date of the meeting. If mailed, notice is given when deposited in the United States mail postage prepaid, directed to the stockholder at his address as it appears on the records of the corporation. An affidavit of the mailing or other means of giving any notice of any stockholders' meeting shall be executed by the Secretary, Assistant Secretary or any transfer agent of the corporation giving the notice, and shall be filed and

maintained in the minute book of the corporation and shall, in the absence of fraud, be prima facie evidence of facts stated herein.

Section 5. *Quorum.* The presence in person or by proxy of the holders of a majority of the stock issued and outstanding and entitled to vote at any meeting of stockholders shall constitute a quorum for the transaction of business.

Section 6. *Adjourned Meeting: Notice.* Any stockholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the shares represented at that meeting, either in person or by proxy, but in the absence of a quorum, no other business may be transacted at that meeting. When any meeting of stockholders, either annual or special, is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place are announced at a meeting at which the adjournment is taken, unless the adjournment is for more than 30 days from the date set for the original meeting, or if after adjournment a new record date is fixed for the adjourned meeting. Notice of any such adjourned meeting shall be given to each stockholder of record entitled to vote at the adjourned meeting in accordance with Section 4 of this Article II. At any adjourned meeting the corporation may transact any business which might have been transacted at the original meeting.

Section 7. *Voting: Proxies.* The stockholders entitled to vote at any meeting of stockholders shall be determined in accordance with the provisions of this Section 7, Section 8 and Section 11 of this Article II, subject to the provisions of Section 217 of the Delaware General Corporation Law (relating to voting shares held by a fiduciary or in joint ownership). Except as otherwise provided by the Certificate of Incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by him which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. All proxies must be filed with the Secretary of the corporation at the beginning of each meeting in order to be counted. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the corporation. Unless otherwise required under these bylaws or the Delaware General Corporation Law, voting at meetings of stockholders need not be by written ballot and need not be conducted by inspectors of election unless so determined by the holders of shares of stock owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote which are present in person or by proxy at such meeting. At any stockholder meeting at which a quorum is present, the affirmative vote of a majority of the stock issued and outstanding and entitled to vote at any meeting of stockholders shall be the act of the stockholders, unless the vote of a greater number or voting by classes is required by the Delaware General Corporation Law or by the Certificate of Incorporation. There shall be no cumulative voting.

Section 8. *Record Date for Stockholder Notice, Voting and Giving Consents.* For purposes of determining the stockholders entitled to notice of any meeting or to vote or entitled to give consent to corporate action without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and which record date shall not be more than 60 days nor less than 10 days before the date of any such meeting nor more than 10 days before any such action without a meeting.

If the Board of Directors does not so fix a record date:

(a) 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 business day next preceding the day on

which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held.

(b) The record date for determining stockholders entitled to give consent to corporate action in writing without a meeting (i) when no prior action by the Board has been taken, shall be the day on which the first written consent is given, or (ii) when prior action of the Board has been taken, shall be at the close of business on the day on which the Board adopts the resolution relating to that action.

Section 9. *List of Stockholders Entitled to Vote.* The officer who has charge of the stock ledger of the corporation shall prepare and make, at least 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 examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 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 in the notice of the meeting or if no notice is given, 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 whole time thereof, and may be inspected by any stockholder who is present.

Section 10. *Telephonic Meetings.* At any meeting held pursuant to these Bylaws, shareholders may participate by means of a telephone conference or similar method of communication by which all persons participating in the meeting can hear each other. Participation in such a meeting constitutes presence in person at the meeting.

Section 11. *Stockholder Action by Written Consent without a Meeting.* Any action which may be taken at any annual or special meeting of stockholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all shares entitled to vote on that action were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Section 12. *Inspectors of Election.* Before any meeting of stockholders, the corporation shall appoint one or more inspectors of election to act at the meeting if so required under Section 7 of this Article II and make a written report thereon. If no inspectors of election are able to act at a meeting of the stockholders, the Chairman of the meeting shall appoint one or more inspectors of election to act at the meeting. If inspectors are appointed at a meeting, the holders of a majority of shares or their proxies present at the meeting shall determine how many inspectors are to be appointed. If any person appointed as inspector fails to appear or fails or refuses to act, the Chairman of the meeting shall appoint a person to fill that vacancy.

These inspectors shall:

(a) Determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum and the authenticity, validity and effect of proxies;

(b) Hear, determine and retain for a reasonable period a record of the disposition of all challenges and questions in any way arising in connection with the right to vote;

(c) Count and tabulate all votes or consents;

(d) Determine when the polls shall close;

(e) Determine the result.

ARTICLE III

DIRECTORS

Section 1. *Powers.* Subject to the provisions of the Delaware General Corporation Law and any limitations in the Certificate of Incorporation and these Bylaws relating to action required to be approved by the stockholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors.

Section 2. *Number of Directors.* The number of directors of the corporation shall not be less than three (3) nor more than seven (7). The exact number of directors shall be three (3) until changed, within the limits specified above, by a bylaw amending this Section 2, duly adopted by the board of directors or by the shareholders. The indefinite number of directors may be changed, or a definite number fixed without provision for an indefinite number, by a duly adopted amendment to the articles of incorporation or by an amendment to this bylaw duly adopted by the vote or written consent of holders of a majority of the outstanding shares entitled to vote.

Section 3. *Vacancies.* Vacancies in the Board of Directors may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director. Each director so elected shall hold office until the next annual meeting of the stockholders and until a successor has been elected and qualified. A vacancy or vacancies in the Board of Directors shall be deemed to exist in the event of the death, resignation, disqualification or removal of any director, or otherwise. Any director may resign effective on giving written notice to the corporation. If no directors are in office, then an election of directors may be held in the manner provided in statute. If, at the time of filling any vacancy or newly created directorship, the directors then in office shall constitute less than a majority of the whole Board (as constituted immediately prior to any such increase), the Court of Chancery of the State of Delaware may, upon application of any stockholder or stockholders holding at least ten percent (10%) of the total number of the shares of stock at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

Any director may resign effective on giving written notice to the Chairman of the Board, the President, the Secretary or the Board of Directors, unless the notice specifies a later time for that resignation to become effective. If the resignation of a director is effective at a future time, the Board of Directors may elect a successor to take office when the resignation becomes effective.

No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

Section 4. *Regular and Special Meetings Place of Meetings: Notice: Meetings by Telephone.* Regular meetings of the Board of Directors may be held without call and at any place within or outside the State of Delaware that has been designated from time to time by resolution of the Board. Such meetings may be held without notice. In the absence of such a designation, regular meetings shall be held at the principal executive office of the corporation. Special meetings of the Board may be called by the President, any Vice President, the Secretary or any member of the Board of Directors and shall be held at any place within or outside the State of Delaware that has been designated in the notice of the meeting or, if not stated in the notice or if no notice is given, at the .principal executive office of the corporation. Notice of a special meeting shall be given by the person or persons calling the meeting at least 24 hours before the special meeting. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all directors participating in the meeting can hear one another, and all such directors shall be deemed to be present in person at the meeting. The Board of Directors may keep the books of the corporation outside the State of Delaware.

Section 5. *Quorum: Vote Required for Action.* A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 7 of this Article III. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, except as may be otherwise specifically provided by statute, the Certificate of Incorporation or these Bylaws.

Section 6. *Action Without Meeting.* Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board shall individually or collectively consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

Section 7. *Adjournment Notice.* If a quorum shall not be present at any meeting of the Board of Directors the directors present thereat may adjourn the meeting from time to time. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than 24 hours, in which case notice of the time and place shall be given at least 24 hours before the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 8. *Fees and Compensation of Directors.* Directors and members of committees may receive such compensation, if any, for their services, and such reimbursement of expenses, as may be fixed or determined by resolution of the Board of Directors. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

Section 9. *Indemnification:*

(a) 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 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), judgments, fines and amounts paid in settlement actually and reasonably incurred 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. 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 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 reasonable cause to believe that his conduct was unlawful.

(b) 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 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 such 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 Chancery of Delaware 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 such Court of Chancery or such other court shall deem proper.

(c) To the extent that a director, officer, employee or agent of the corporation shall be 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 corporation 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 independent legal counsel in a written opinion, or (3) by the stockholders.

(e) 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 of Directors in the manner provided in paragraph (d) 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 Suction 9.

(f) The indemnification provided by this Section 9 shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, 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 Board of Directors may authorize the corporation 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 liability 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 Section 9.

(h) For the purposes of this Section 9, references to "the corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer; employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Section 9 with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

(i) For purposes of this section, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the corporation" shall include service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee or agent with. respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this Section 9.

ARTICLE IV

COMMITTEES

Section 1. *Committees of Directors.* The Board of Directors may designate one or more committees, each consisting of one or more directors, to serve at the pleasure of the Board. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any committee, to the extent provided in the resolution of the Board, shall have all the authority of the Board, except with respect to:

(a) the amendment of these Bylaws;

(b) a distribution to the stockholders of the corporation;

(c) the amendment of the Certificate of Incorporation (except that a committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of stock adopted by the Board of Directors as provided in Section 151(a) of the Delaware General Corporation Law, fix the designations and any of the preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the corporation or the conversion into, or the exchange of such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the corporation or fix the number of shares of any series of stock or authorize the increase, or decrease of the shares of any series);

(d) adopting an agreement of merger or consolidation under Sections 251 or 252 of the Delaware General Corporation Law;

(e) recommend to the stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets; or

(f) recommend to the stockholders a dissolution of the corporation or a revocation of a dissolution.

Section 2. *Meetings and Action of Committees.* Committees shall conduct their business and meetings in the same manner as the Board of-Directors conducts its business pursuant to these Bylaws.

ARTICLE V

OFFICERS

Section 1. *Officers.* The officers of the corporation shall be a President, a Secretary and a Treasurer. The corporation may also have, at the discretion of the Board of Directors, a Chairman of

the Board, a Chief Executive Officer, one or more Vice Presidents, one or more Assistant Secretaries, one or more Assistant Treasurers and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article V. Any number of offices may be held by the same person.

Section 2. *Election of Officers.* The officers of the corporation, except such officers as may he appointed in accordance with the provisions of Section 3 or Section 5 of this Article V, shall be chosen by the Board of Directors, and each shall serve at the pleasure of the Board, subject to the rights, if any, of an officer under any contract of employment.

Section 3. *Subordinate Officers.* The Board of Directors empowers the President to appoint such other, subordinate officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the Bylaws or as the Board of Directors may from time to time determine.

Section 4. *Removal and Resignation of Officers.* Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by the Board of Directors, at any regular or special meeting of the Board, or, except in case of an officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors; except that the President may remove any subordinate officer with cause. Any officer may resign at any time by giving written notice to the corporation.

Section 5. *Vacancies in Offices.* A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office.

Section 6. *Chairman of the Board.* The Chairman of the Board, if such an officer be elected, shall, if present, preside at meetings of the stockholders and the Board of Directors, and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by the Bylaws. If there is no President, the Chairman of the Board shall in addition be the Chief Executive Officer of the corporation and shall have the powers and duties prescribed in Section 7 of this Article V.

Section 7. *President.* Subject to such supervisory powers, if any, as may be given by the Board of Directors to the Chairman of the Board, the President shall be the Chief Executive Officer of the corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and the officers of the corporation. In the absence of the Chairman of the Board, or if there be none, the president shall preside at all meetings of the stockholders and the Board of Directors. He shall have the general powers and duties of management usually vested in the office of President of a corporation, and shall have such other powers and duties as may be prescribed by the Board of Directors or the Bylaws.

Section 8. *CEO, Vice Presidents.* In the absence or disability of the President, the CEO and the Vice Presidents, if any, in order of their rank as fixed by the Board of Directors or, if not ranked, the CEO, shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The CEO, and the Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for each of them, respectively, by the Board of Directors or the Bylaws, and the President or the Chairman of the Board.

Section 9. *Secretary.* The Secretary shall keep or cause to be kept, at the principal executive office or such other place as the Board of Directors may direct, a book of minutes of all meetings and actions of directors, committees of directors and stockholders, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at directors' meetings or committee meetings, the number of shares present or represented at stockholders' meetings, and the proceedings.

The Secretary shall keep, or cause to be kept, at the principal executive office or at the office of the corporation's transfer agent or registrar, as determined by resolution of the Board of Directors, a share register, or a duplicate share register, showing the names of all stockholders and their addresses, the number and classes of shares held by each, the number and date of certificates issued for the same, and the number and date of cancellation of every certificate surrendered for cancellation.

The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and of the Board of Directors required by the Bylaws or by law to be given, and shall keep the seal of the corporation, if one be adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by the Bylaws.

Section 10. *Treasurer.* The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings and shares. The books of account shall at all reasonable times be open to inspection by any directors.

The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, shall render to the President and directors, whenever they request it, an account of all of his transactions as Treasurer and of the financial condition of the corporation, and shall have the powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

Section 11. *Excessive Compensation.* If the Internal Revenue Service disallows as a business deduction to the corporation any part of the salary or other compensation paid by it to any officer, director or employee, as being excessive compensation, that part disallowed shall be repaid to the corporation by the officer, director or employee.

ARTICLE VI

RECORDS AND REPORTS

Section 1. *Inspection of Books and Records.*

(a) Any stockholder, in person or by attorney or other agent, shall, upon written demand under oath stating the purpose thereof', have the right during the usual hours for business to inspect for any proper purpose the corporation's stock ledger, a list of its stockholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person's interest as a stockholder. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the stockholder. The demand under oath shall be directed to the corporation at its registered office in the State of Delaware or at its principal place of business.

(b) If the corporation, or an officer or agent thereof, refuses to permit an inspection sought by a stockholder or attorney or other agent acting for the stockholder pursuant to (a) above or does not reply to the demand within five business days after the demand has been made, the stockholder may apply to the Court of Chancery in the State of Delaware for an order to compel such inspection in accordance with Section 220(c) of the Delaware General Corporation Law.

(c) Any director shall have the right to examine the corporation's stock ledger, a list of its stockholders and its other books and records for a purpose reasonably related to his position as a director.

ARTICLE VII

GENERAL CORPORATE MATTERS

Section 1. *Record Date for Purposes Other Than Notice and Voting.* For purposes of determining the stockholders 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 lawful action (other than action by stockholders by written consent without a meeting), the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted and which record date shall not be more than 60 days before any such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 2. *Checks, Drafts, Evidences of Indebtedness, Contracts and Other Commitments.* All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the corporation, and contracts or other commitments of the corporation in the ordinary course of its business, may be signed or endorsed by the President, and by other person(s) in such manner as from time to time determined by resolution of the Board of Directors.

Section 3. *Certificate for Shares.*

(a) A certificate or certificates for shares of the capital stock of the corporation shall be issued to each stockholder when any of these shares are fully paid, and the Board of Directors may authorize the issuance of certificates or shares as partly paid provided that these certificates shall state the amount of consideration to be paid for them and the amount paid. All certificates shall be signed in the name of the corporation by the Chairman of the Board or the President or the CEO or a Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or any Assistant Secretary, certifying the number of shares and the class or series of shares owned by the stockholder. Any or all of the signatures on the certificate may be facsimile. In the event that any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed on a certificate shall have ceased to be that officer, transfer agent or registrar before that certificate is issued, it may be issued by the corporation with the same effect as if that person were an officer, transfer agent or registrar at the date of issue.

(b) lf the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualification, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, provided that, except as otherwise provided in Section 202 of the Delaware General Corporation, Law, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate which the corporation shall issue to represent such class or series of stock, a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Section 4. *Lost Certificates.* Except as provided in this Section 4, no new certificates for shares shall be issued to replace an old certificate unless the latter is surrendered to the corporation and cancelled at the same time. The Board of Directors may, in case any share certificate or certificate for any other security is lost, stolen or destroyed, authorize the issuance of a replacement certificate on such terms and conditions as the Board may require, including provision for indemnification of the corporation secured by a bond or other adequate security sufficient to protect the corporation against

any claim that may be made against it, including any expense or liability on account of the alleged loss, theft or destruction of the certificate or the issuance of the replacement certificate.

Section 5. *Construction and Definitions.* Unless the context requires otherwise, the general provisions, rules of construction and definitions in the Delaware General Corporation law shall govern the construction of these Bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular and the term "person" includes both a corporation and a natural person.

Section 6. *Transfers of Stock.* Upon the surrender to the corporation, or the transfer agent of the corporation, of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue new certificates to the persons entitled thereto, cancel the old certificates and record the transaction upon its books.

Section 7. *Registered Stockholders.* The corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and accordingly shall not be bound to recognize any equitable or other claim or interest in such share on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of the State of Delaware.

Section 8. *Dividends.*

(a) Dividends upon the capital stock of the corporation, subject to the provisions of the Certificate of Incorporation, in any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of capital stock, subject to the provisions of the Certificate of Incorporation.

(b) Before payment of any dividend the directors may set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve fund to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interests of the corporation, and the directors may abolish such reserve.

Section 9. *Fiscal Year.* The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

Section 10. *Notices.*

(a) Whenever, under the provisions of the statutes or of the Certificate of Incorporation or of these Bylaws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the Corporation, with postage prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telephone or telegram.

(b) Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed to be equivalent. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a 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.

Section 11. *Annual Statement.* The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clear statement of the business and condition of the corporation.

Section 12. *S Election.* If at any time the corporation elects to be treated for federal or state tax purposes as an S Corporation, unless such S election has been revoked by the affirmative action of the majority of the shares entitled to vote on such action, the corporation will not, nor be compelled to recognize, for so long as the Corporation's status as an S Corporation continues, any transfer to whom or to which in the opinion of counsel to the corporation could disqualify the corporation as an S Corporation.

ARTICLE VIII

AMENDMENTS

Section 1. *Amendment of Bylaws.* New Bylaws may be adopted or these Bylaws may be amended or repealed by the vote or written consent of stockholders or the Board of Directors, when such power is conferred upon the Board by the Certificate of Incorporation, at any regular meeting of the stockholders or Board, or any special meeting of the stockholders or Board if notice of such alteration, amendment, repeal or adoption of new Bylaws was contained in the notice of such meeting.

QuickLinks

Exhibit 3.69

Exhibit 4.1

[FORM OF EXCHANGE NOTE]

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

10% SENIOR SECURED NOTES DUE 2017

CUSIP No.
No. $

Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "*Company*", which term includes any successors under the Indenture hereinafter referred to), for value received promise to pay to Cede & Co., or registered assigns, the principal sum of DOLLARS ($) on June 1, 2017.

Interest Rate: 10%.

Interest Payment Dates: June 1 and December 1, commencing December 1, 2010.

Record Dates: May 15 and November 15.

Reference is made to the further provisions of this Note contained on the reverse side of this Note, which will for all purposes have the same effect as if set forth at this place.

IN WITNESS WHEREOF, the Company has caused this Note to be signed manually or by facsimile by its duly authorized officer.

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

By: _____

Name:
Title:

Dated: _____

TRUSTEE CERTIFICATE OF AUTHENTICATION

This is one of the 10% Senior Secured Notes due 2017 referred to in the within-mentioned Indenture.

WILMINGTON TRUST FSB, as Trustee

Dated: _____ By: _____

Authorized Signatory

(REVERSE OF NOTE)

10% Senior Secured Note due 2017

1. *Interest.* Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "*Company*", which term includes any successor entity), promises to pay interest on the principal amount of this Note at the rate per annum shown above. Interest on the Note will accrue from the most recent date on which interest has been paid or, if no interest has been paid, from and including the date of issuance. The Company will pay interest in cash semi-annually in arrears on each Interest Payment Date, commencing December 1, 2010. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months. The Company shall pay interest on overdue principal (including interest accruing at the then applicable rate provided in the Indenture Documents after the occurrence of any Event of Default set forth in Section 6.01(6) or (7) of the Indenture, whether or not a claim for post-filing or post-petition interest is allowed under applicable law following the institution of a proceeding under bankruptcy, insolvency or similar laws) at 1% per annum in excess of the rate per annum set forth in the Notes (the "*Default Rate*"), and it shall pay interest on overdue installments of interest at the same Default Rate to the extent lawful.

2. *Method of Payment.* The Company shall pay interest on the Notes (except defaulted interest) to the Persons who are the registered Holders at the close of business on the Record Date immediately preceding the Interest Payment Date even if the Notes are cancelled on registration of transfer or registration of exchange after such Record Date, and on or before such Interest Payment Date. Holders must surrender Notes to a Paying Agent to collect principal payments. The Company shall pay principal and interest in money of the United States that at the time of payment is legal tender for payment of public and private debts ("*U.S. Legal Tender*"). However, the Company may pay principal and interest by check payable in such U.S. Legal Tender. The Company shall deliver any such interest payment to the Paying Agent for delivery to a Holder at the Holder's registered address.

3. *Paying Agent and Registrar.* Initially, Wilmington Trust FSB (the "*Trustee*") will act as Paying Agent and Registrar. The Company may change any Paying Agent, Registrar or co-Registrar without notice to the Holders. Neither the Company nor any Affiliate of the Company may act as Paying Agent.

4. *Indenture.* The Notes were issued under an Indenture, dated as of May 19, 2010 (the "*Indenture*"), by and between the Company and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S. Code §§ 77aaa-77bbbb) (the "*TIA*"), as in effect on the date of the Indenture until such time as the Indenture is qualified under the TIA, and thereafter as in effect on the date on which the Indenture is qualified under the TIA. Notwithstanding anything to the contrary herein, the Notes are subject to all such terms, and Holders of Notes are referred to in the Indenture and the TIA for a statement of such terms. The Notes are senior secured obligations of the Company. Each Holder, by accepting a Note, agrees to be bound by all of the terms and provisions of the Indenture, as the same may be amended from time to time. Capitalized terms herein are used as defined in the Indenture unless otherwise defined herein.

5. *Redemption.*

(a) *Optional Redemption on or after June 1, 2014.* Except as described in *Sections 5(b)* and *5(c)* below, the Notes are not redeemable before June 1, 2014. At any time on or after June 1, 2014, the Company may redeem the Notes, at its option, in whole or in part, at any time or from time to time, upon not less than 30 nor more than 60 days' notice, at the following redemption prices (expressed as percentages of the principal amount thereof) if redeemed during the twelve-month period commencing

on June 1, of each of the years set forth below, plus, in each case, accrued and unpaid interest thereon to the Redemption Date:

Year	Percentage
2014	105.000%
2015	102.500%
2016 and each year thereafter	100.000%

(b) *Optional Redemption Upon Equity Offerings.* At any time, or from time to time, on or prior to June 1, 2013, the Company may, at its option, use an amount not to exceed the net cash proceeds of one or more Equity Offerings to redeem up to 35% of the aggregate principal amount of the Notes (which includes Additional Notes, if any) originally issued under the Indenture at a redemption price of 110% of the aggregate principal amount thereof, plus accrued and unpaid interest to the Redemption Date. In order to effect the foregoing redemption with the proceeds of any Equity Offering,

(1) at least 65% of the aggregate principal amount of the Notes (which includes Additional Notes, if any) originally issued under the Indenture shall remain outstanding immediately after such redemption; and

(2) the Redemption Date must be as of a date not more than 120 days after the consummation of any such Equity Offering.

(c) *Optional Redemption Prior to June 1, 2014.* At any time prior to June 1, 2014, the Company may, at its option, redeem the Notes for cash, in whole or in part, at any time or from time to time, upon not less than 30 days nor more than 60 days notice to each Holder of Notes, at a redemption price equal to 100% of the principal amount thereof plus the Applicable Premium as of, and accrued and unpaid interest to the Redemption Date (subject to the rights of holders of record on the relevant record date to receive interest due on the relevant interest payment date).

(d) *Notice of Redemption.* Notice of redemption will be mailed by first-class mail at least 30 days but not more than 60 days before the Redemption Date to the Trustee and to each Holder to be redeemed at its registered address. If fewer than all of the Notes are to be redeemed, at any time, selection of the Notes for redemption will be made by the Trustee in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are listed, or, if the Notes are not then listed on a national securities exchange, on a pro rata basis, by lot or by such method as the Trustee may reasonably determine is fair and appropriate, *provided* that no Notes of a principal amount of $2,000 or less shall be redeemed in part; and *provided*, *further*, that any such partial redemption made with the proceeds of an Equity Offering will be made only on a *pro rata* basis or on as nearly a *pro rata* basis as is practicable (subject to DTC procedures), unless such method is otherwise prohibited. Notes in denominations of $2,000 or an integral multiple of $1,000 in excess thereof more may be redeemed in part.

Except as set forth in the Indenture, if monies for the redemption of the Notes called for redemption shall have been deposited with the Paying Agent for redemption on such Redemption Date sufficient to pay such Redemption Price plus accrued and unpaid interest the Notes called for redemption will cease to bear interest from and after such Redemption Date, and the only remaining right of the Holders of such Notes will be to receive payment of the Redemption Price plus accrued and unpaid interest as of the Redemption Date upon surrender to the Paying Agent of the Notes redeemed.

6. *Mandatory Redemption.* The Company shall not be required to make mandatory redemption or sinking fund payments with respect to the Notes.

7. *Offers to Purchase.* Sections 4.10 and 4.11 of the Indenture provide that upon the occurrence of a Change of Control and after certain Asset Sales and subject to further limitations contained

therein, the Company will make an offer to purchase certain amounts of the Notes in accordance with the procedures set forth in the Indenture.

8. *Denominations; Transfer; Exchange.* The Notes are in registered form, without coupons, in denominations of $2,000 and integral multiples of $1,000 in excess thereof. A Holder shall register the transfer of or exchange of Notes in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes, fees or similar governmental charges payable in connection therewith as permitted by the Indenture. The Registrar shall not be required to register the transfer or exchange of any Note (i) during a period beginning at the opening of business fifteen (15) days before the mailing of a notice of redemption of Notes and ending at the close of business on the day of such mailing and (ii) selected for redemption in whole or in part pursuant to Article Three of the Indenture, except the unredeemed portion of any Note being redeemed in part.

9. *Persons Deemed Owners.* The registered Holder of a Note shall be treated as the owner of it and the Notes for all purposes.

10. *Unclaimed Money.* Subject to applicable law, if money for the payment of principal or interest remains unclaimed for two years, the Trustee and the Paying Agent may pay the money without interest thereon back to the Company. After that, all liability of the Trustee and such Paying Agent with respect to such money shall cease.

11. *Discharge Prior to Redemption or Maturity.* If the Company at any time deposits with the Trustee U.S. Legal Tender or U.S. Government Obligations sufficient to pay the principal of and interest on the Notes to redemption or stated maturity and complies with the other provisions of the Indenture relating thereto, the Company shall be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes, except for the rights of Holders to receive payments in respect of the principal of, and premium, if any, and interest on the Notes when such payments are due from the deposits referred to above.

12. *Amendment; Supplement; Waiver.* Subject to certain exceptions, the Indenture, the Notes or the Guarantees may be amended or supplemented with the written consent of the Holders of at least a majority in aggregate principal amount of the Notes then outstanding, and any existing Default or Event of Default or noncompliance with any provision of the Indenture, the Notes or the Guarantees may be waived with the written consent of the Holders of a majority in aggregate principal amount of the Notes then outstanding. Without consent of any Holder, the parties thereto may amend or supplement the Indenture, the Notes or the Guarantees to, among other things, cure any ambiguity, defect or inconsistency, provide for uncertificated Notes or Guarantees in addition to or in place of certificated Notes or Guarantees, comply with the TIA, or comply with Article Five of the Indenture or make any other change that does not adversely affect the rights of any Holder of a Note.

13. *Restrictive Covenants.* The Indenture imposes certain limitations on the ability of the Company and the Restricted Subsidiaries to, among other things, incur additional Indebtedness or issue Preferred Stock, grant Liens, make payments in respect of their Capital Stock or certain Indebtedness, enter into transactions with Affiliates, create dividend or other payment restrictions affecting Subsidiaries, merge or consolidate with any other Person, sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its assets or adopt a plan of liquidation. Such limitations are subject to a number of important qualifications and exceptions. The Company must annually report to the Trustee on compliance with such limitations.

14. *Successors.* When a successor assumes, in accordance with the Indenture, all the obligations of its predecessor under the Notes, the Guarantees and the Indenture, the predecessor will be released from those obligations.

15. *Defaults and Remedies.* If an Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of the Notes then outstanding may declare all the Notes to be due and payable in the manner, at the time and with the effect provided in the Indenture. Holders of Notes may not enforce the Indenture except as provided in the Indenture. The Trustee is not obligated to enforce the Indenture or the Notes unless it has received indemnity satisfactory to it. The Indenture permits, subject to certain limitations therein provided, Holders of a majority in aggregate principal amount of the Notes then outstanding to direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders of Notes notice of any continuing Default or Event of Default (except a Default in payment of principal or interest) if it determines that withholding notice is in their interest.

16. *Trustee Dealings with Company.* Subject to the terms of the TIA and the Indenture, the Trustee under the Indenture, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with the Company, the Subsidiaries or their respective Affiliates as if it were not the Trustee.

17. *No Recourse Against Others.* No past, present or future director, officer, employee, incorporator, agent, stockholder or Affiliate of the Company or a Guarantor, as such, shall have any liability for any obligations of the Company or the Guarantors under the Notes, the Guarantees, this Indenture or the Collateral Agreements or for any claim based on, in respect of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

18. *Guarantee.* Subject to the terms and conditions of Article Ten of the Indenture, payment of principal and interest (including interest on overdue principal and overdue interest, if lawful), is unconditionally guaranteed, jointly and severally, by each of the Guarantors.

19. *Intercreditor Agreement.* Each Holder, by its acceptance of its Note, agrees to be bound by the terms of the Intercreditor Agreement and all such replacement Intercreditor Agreement and each of the Guarantors, if any, and the Holders hereby authorize the Trustee and the Collateral Agent to bind the Holders to the extent provided in the Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to the Indenture, this Note and the Collateral Agreements and the exercise of any right or remedy by the Collateral Agent hereunder and thereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Note with respect to lien priority or rights and remedies in connection with the Common Collateral (as defined in the Intercreditor Agreement), the terms of the Intercreditor Agreement shall govern.

20. *Authentication.* This Note shall not be valid until the Trustee or Authenticating Agent manually signs the certificate of authentication on this Note.

21. *Governing Law.* THIS NOTE, THE GUARANTEES, THE INDENTURE, AND THE COLLATERAL AGREEMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AS APPLIED TO CONTRACTS MADE AND PERFORMED WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS. EACH OF THE PARTIES HERETO AGREES TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE.

22. *Waiver of Jury Trial.* Each of the parties hereto and the Holders (by their acceptance of the Note) hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any action or proceeding arising out of or in connection with the Indenture, this Note, the Guarantees, the Collateral Agreements or the transactions contemplated by the Indenture.

23. *Security.* The Company' and Guarantors' obligations under the Notes are secured by Liens on the Collateral pursuant to the terms of the Collateral Agreements. The actions of the Trustee and the Holders of the Notes secured by such Liens and the application of proceeds from the enforcement of any remedies with respect to such Collateral are limited pursuant to the terms of the Collateral Agreements.

24. *Abbreviations and Defined Terms.* Customary abbreviations may be used in the name of a Holder of a Note or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

25. *CUSIP Numbers.* Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuer has caused CUSIP numbers to be printed on the Notes and the Trustee may use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon, and any such redemption shall not be affected by any defect in or omission of such numbers.

The Company will furnish to any Holder of a Note upon written request and without charge a copy of the Indenture. Requests may be made to: Kratos Defense & Security Solutions, Inc., 4820 Eastgate Mall, San Diego, C.A. 92121.

ASSIGNMENT FORM

If you the Holder want to assign this Note, fill in the form below and have your signature guaranteed:

I or we assign and transfer this Note to:

_____

_____

(Print or type name, address and zip code and
social security or tax ID number of assignee)

and irrevocably appoint _____

agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Dated: _____ Signed: _____

(Sign exactly as your name appears on the other side of this Note)

Signature Guarantee: _____

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Company pursuant to Section 4.10 or 4.11 of the Indenture, check the appropriate box:

Section 4.10 [ ]

Section 4.11 [ ]

If you want to elect to have only part of this Note purchased by the Company pursuant to Section 4.10 or 4.11 of the Indenture, state the amount you elect to have purchased (in denominations of $2,000 or an integral multiple of $1,000 in excess thereof, except if you have elected to have all of your Notes purchased):

$ _____

Dated: _____ Signature: _____

NOTICE: The signature on this assignment must correspond with the name as it appears upon the face of the within Note in every particular without alteration or enlargement or any change whatsoever and be guaranteed by the endorser's bank or broker.

Social Security or
Tax ID No : _____

Signature Guarantee: _____

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Exhibit 5.1

MORRISON & FOERSTER LLP

June 28, 2010

Kratos Defense & Security Solutions, Inc.
4820 Eastgate Mall
San Diego, CA 92121

Ladies and Gentlemen:

We have acted as counsel for Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "*Company*"), in connection with the preparation of a Registration Statement on Form S-4 (the "*Registration Statement*"), including the prospectus constituting a part thereof (the "*Prospectus*"), to be filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "*Securities Act*"), relating to the offer to exchange (the "*Exchange Offer*") the Company's 10% Senior Secured Notes due 2017 (the "*Exchange Notes*") which will be registered under the Securities Act, for an equal principal amount of the Company's outstanding unregistered 10% Senior Secured Notes due 2017 (the "*Original Notes*"). The Original Notes were issued, and the Exchange Notes will be issued, under an indenture (the "*Indenture*"), dated May 19, 2010, between the Company, certain subsidiaries of the Company named therein and Wilmington Trust FSB, as trustee (the "*Trustee*"), as supplemented from time to time.

In connection with our opinion, we have examined: (a) the Registration Statement, including the Prospectus; (b) the Company's Certificate of Incorporation and Bylaws, each as amended to date; (c) the Indenture; (d) the form of Exchange Note; and (e) such other proceedings, documents and records as we have deemed necessary to enable us to render this opinion.

In our examination of the above referenced documents, we have assumed the genuineness of all signatures, the authenticity of all documents, certificates and instruments submitted to us as originals and the conformity with the originals of all documents submitted to us as copies. Also, we have relied as to certain factual matters on information obtained from public officials, officers of the Company and other sources believed by us to be responsible.

Based upon and subject to the foregoing and the matters set forth herein, assuming that the Indenture has been duly authorized, executed and delivered by, and represents the valid and binding obligation of, the Trustee, and when the Registration Statement, including any amendments thereto, shall have become effective under the Securities Act and the Indenture shall have been duly qualified under the Trust Indenture Act of 1939, as amended, and having regard for such legal considerations as we deem relevant, we are of the opinion that:

The Exchange Notes, when duly executed and delivered by or on behalf of the Company in the form contemplated by the Indenture upon the terms set forth in the Exchange Offer and authenticated by the Trustee, will be legally issued and valid and binding obligations of the Company enforceable in accordance with their terms; except as enforcement thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other comparable laws affecting the enforcement of creditors' rights generally or the application of equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

We express no opinion concerning the contents of the Registration Statement or the Prospectus, other than as to the validity of the Exchange Notes. We express no opinion as to the applicability of, compliance with or effect of, the law of any jurisdiction other than United States Federal law, the laws of the State of New York and the General Corporation Law of the State of Delaware. The Exchange Notes may be issued from time to time on a delayed or continuous basis, and this opinion is limited to the laws, including the rules and regulations, as in effect on the date of this opinion, which laws are subject to change with possible retroactive effect.

We hereby consent to the reference to our firm under the caption "Legal Matters" in the Prospectus which is filed as part of the Registration Statement, and to the filing of this opinion as an exhibit to such Registration Statement. In giving this consent, we do not admit that we are "experts" within the meaning of Section 11 of the Securities Act or within the category of persons whose consent is required by Section 7 of the Securities Act.

Very truly yours,

/s/ Morrison & Foerster LLP

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Exhibit 5.2

June 28, 2010

Kratos Defense & Security Solutions, Inc.
4820 Eastgate Mall
San Diego, CA 92121

Ladies and Gentlemen:

We have acted as special counsel for Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "*Company*"), in connection with its preparation of a Registration Statement on Form S-4 (the "*Registration Statement*"), including the prospectus constituting a part thereof (the "*Prospectus*"), to be filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended (the "*Securities Act*"), relating to the offer to exchange (the "*Exchange Offer*") the Company's 10% Senior Secured Notes due 2017 (the "*Exchange Notes*") which will be registered under the Securities Act, for an equal principal amount of the Company's outstanding unregistered 10% Senior Secured Notes due 2017 (the "*Original Notes*"). The Exchange Notes will be guaranteed, jointly and severally (the "*Exchange Note Guarantees*"), by the Company's subsidiary guarantors listed on *Schedule A* attached hereto (each, a "*Guarantor*" and collectively, the "*Guarantors*"). The Original Notes were issued, and the Exchange Notes will be issued, under an Indenture (the "*Indenture*") dated May 19, 2010, among the Company, the Guarantors and Wilmington Trust FSB, as trustee (in such capacity, the "*Trustee*"), as supplemented from time to time.

In connection with our opinion, we have examined: (a) the Registration Statement, including the Prospectus; (b) each Guarantor's articles of incorporation, certificate of incorporation, certificate of formation, bylaws, limited liability company agreement, and partnership agreement, as applicable, each as amended to date; (c) the Indenture; (d) the forms of Exchange Note and Exchange Note Guarantee; and (e) such other proceedings, documents and records as we have deemed necessary to enable us to render this opinion.

In our examination of the above referenced documents, we have assumed the genuineness of all signatures, the authenticity of all documents, certificates and instruments submitted to us as originals and the conformity with the originals of all documents submitted to us as copies. To the extent that obligations of the Guarantors may be dependent upon such matters, we have relied exclusively upon the opinions of local counsel in Florida, Indiana, Ohio, Georgia, Alabama and Texas as to the conclusions that the Guarantors formed in each such jurisdiction (i) are each duly formed, validly existing and in good standing in all relevant jurisdictions, and (ii) that the Exchange Note Guarantees have been duly authorized by all appropriate corporate, limited liability or partnership action by each such Guarantor. Also, we have relied as to certain factual matters on information obtained from public officials, officers of the Company and other sources believed by us to be responsible.

Based upon and subject to the foregoing and the matters set forth herein, assuming that the Indenture has been duly authorized, executed and delivered by, and represents the valid and binding obligation of, the Trustee and the Company, and when the Registration Statement, including any amendments thereto, shall have become effective under the Securities Act and the Indenture shall have been duly qualified under the Trust Indenture Act of 1939, as amended, and having regard for such legal considerations as we deem relevant, we are of the opinion that:

1. The Exchange Note Guarantees, when duly executed and delivered by or on behalf of each of the Guarantors in the form contemplated by the Indenture upon the terms set forth in the Exchange Offer, will be valid and binding obligations of the Guarantors enforceable in accordance with their terms; except as enforcement thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other comparable laws affecting the enforcement of creditors' rights generally or the application of equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

We express no opinion concerning the contents of the Registration Statement or the Prospectus, other than as to the validity of the Exchange Note Guarantees. We express no opinion as to the applicability of, compliance with or effect of, the law of any jurisdiction other than United States Federal law, the laws of the State of New York, the General Corporation Law of the State of Delaware, the Limited Liability Company Act of the State of Delaware, the Corporations Code of the State of California, the Virginia Stock Corporation Act and the Annotated Code of Maryland—Corporations and Associations. The Exchange Notes may be issued from time to time on a delayed or continuous basis, and this opinion is limited to the laws, including the rules and regulations, as in effect on the date of this opinion, which laws are subject to change with possible retroactive effect.

We hereby consent to the reference to our firm under the caption "Legal Matters" in the Prospectus which is filed as part of the Registration Statement, and to the filing of this opinion as an exhibit to such Registration Statement. In giving this consent, we do not admit that we are "experts" within the meaning of Section 11 of the Securities Act or within the category of persons whose consent is required by Section 7 of the Securities Act.

Very truly yours,

/s/ Sheppard, Mullin, Richter & Hampton LLP

SCHEDULE A

Guarantors

1. Ai Metrix, Inc., a Delaware corporation.
2. Charleston Marine Containers Inc., a Delaware corporation
3. Dallastown Realty I, LLC, a Delaware limited liability company
4. Dallastown Realty II, LLC, a Delaware limited liability company
5. Defense Systems, Incorporated, a Virginia corporation.
6. Digital Fusion Solutions, Inc., a Florida corporation.
7. Digital Fusion, Inc., a Delaware corporation.
8. DTI Associates, Inc., a Virginia corporation.
9. Gichner Holdings, Inc., a Delaware corporation
10. Gichner Systems Group, Inc., a Delaware corporation
11. Gichner Systems International, Inc., a Delaware corporation
12. Haverstick Consulting, Inc., an Indiana corporation.
13. Haverstick Government Solutions, Inc., an Ohio corporation.
14. HGS Holdings, Inc., an Indiana corporation.
15. JMA Associates, Inc d/b/a TLA Associates, a Delaware corporation.
16. Kratos Commercial Solutions, Inc. (f/k/a SecurePlanet, Inc.), a Delaware corporation.
17. Kratos Government Solutions, Inc. (f/k/a WFI Government Services, Inc.), a Delaware corporation.
18. Kratos Mid-Atlantic, Inc. (f/k/a WFI Delaware Inc.), a Delaware corporation.
19. Kratos Southeast, Inc. (f/k/a WFI Georgia Inc.), a Georgia corporation.
20. Kratos Southwest L.P. (f/k/a WFI Southwest LP), a Texas limited partnership.
21. Kratos Texas, Inc. (f/k/a WFI Texas, Inc.), a Texas corporation.
22. Madison Research Corporation, an Alabama corporation.
23. Polexis, Inc., a California corporation.
24. Reality Based IT Services, Ltd., a Maryland corporation.
25. Rocket Support Services, LLC, an Indiana limited liability company.
26. Shadow I, Inc., a California corporation.
27. Shadow II, Inc., a California corporation.
28. Shadow III, Inc., a California corporation.
29. Summit Research Corporation, an Alabama corporation.
30. SYS, a California corporation.
31. WFI NMC Corp., a Delaware corporation.

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Exhibit 12.1

Computation of Ratio of Earnings to Fixed Charges

	Years Ended					Three Months Ended
	12/31/2005	12/31/2006	12/31/2007	12/28/2008	12/27/2009	3/28/2010
Income (loss) from continuing operations from Form 10-K 12/27/2009 and Form 10-Q March 28,2010	1.2	(41.2)	(27.2)	(104.0)	(38.3)	(0.4)
Add back:						
Income taxes	(1.8)	14.5	1.3	(0.7)	1.0	0.3
Pretax income from continuing operations	**(0.6)**	**(26.7)**	**(25.9)**	**(104.7)**	**(37.3)**	**(0.1)**
Fixed Charges						
Interest expense	0.0	1.9	1.6	10.4	10.6	3.9
Interest component of rent expense —estimated	1.5	1.3	1.4	2.1	2.4	0.4
Interest expense—discontinued operations	0.0	0.0	2.2	0.0	0.0	
Total fixed charges	**1.5**	**3.2**	**5.2**	**12.5**	**13.0**	**4.3**
Earning plus fixed charges	0.9	(23.5)	(20.7)	(92.2)	(24.3)	4.2
Ratio of earnings to fixed charges	—(2)	—(2)	—(2)	—(2)	—(2)	—(2)

(1) Fixed charges consist of interest expense, which includes amortization of deferred finance charges on our credit facility and interest expense on our lease obligations. The interest component of rent was estimated to be one-third of net rental expense, which we believe is representative of the interest factor.

(2) Due to the losses for the years ended December 31, 2005, December 31, 2006, December 31, 2007, December 28, 2008, December 27, 2009 and the three months ended March 28, 2010, the coverage ration was less than 1:1 for these periods. We would have had to generate additional earnings of $0.6 million for the year ended December 31, 2005, $26.7 million for the year ended December 31, 2006, $25.9 million for the year ended December 31, 2007, $104.7 million for the year ended December 28, 2008, $37.3 for the year ended December 27, 2010 and $0.1 million for the three months ended March 28, 2010 to have achieved a coverage ratios of 1:1.

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Exhibit 23.3

Consent of Independent Registered Public Accounting Firm

We have issued our reports dated March 10, 2010 with respect to the consolidated financial statements and internal control over financial reporting of Kratos Defense & Security Solutions, Inc. included in the Annual Report on Form 10-K for the year ended December 27, 2009, which are incorporated by reference in this Registration Statement. We consent to the incorporation by reference in the Registration Statement of the aforementioned reports, and to the use of our name as it appears under the caption "Experts."

/s/ GRANT THORNTON LLP
San Diego, California
June 28, 2010

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Exhibit 23.4

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in this Registration Statement of Kratos Defense & Security Solutions, Inc. on Form S-4 of our report dated March 24, 2010 on the financial statements of Gichner Holdings, Inc. and Subsidiaries as of and for the periods ending December 31, 2009 and 2008 and our report dated April 4, 2008 on the financial statements of Gichner Holdings, Inc. and Subsidiaries as of and for the period ending December 31, 2007, each of which appears in the Current Report on Form 8-K dated May 19, 2010 of Kratos Defense & Security Solutions, Inc. We also consent to the reference to us under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

/s/ Plante & Moran, PLLC

Cleveland, Ohio
June 28, 2010

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Exhibit 25.1

File No.

SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939 OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

o **CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)**

WILMINGTON TRUST FSB
(Exact name of trustee as specified in its charter)

Federal Charter	52-1877389
(State of incorporation)	(I.R.S. employer identification no.)

Harborplace Tower, Suite 2620
111 S. Calvert Street
Baltimore, Maryland 21202
(410) 468-4325
(Address of principal executive offices)

Michael A. DiGregorio
Senior Vice President and General Counsel
Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890-0001
(302) 651-8793
(Name, address and telephone number of agent for service)

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.
SEE TABLE OF ADDITIONAL REGISTRANTS ON FOLLOWING PAGE
(Exact name of obligor as specified in its charter)

Delaware	13-3816804
(State of incorporation)	(I.R.S. employer identification no.)
4820 Eastgate Mall San Diego, California (Address of principal executive offices)	92121 (Zip Code)

10% Senior Secured Notes due 2017
(Title of the indenture securities)

TABLE OF ADDITIONAL REGISTRANTS

Exact name of Registrant as specified in its Charter*	State of other Jurisdiction of Incorporation or Organization	I.R.S. Employee Identification Number
AI Metrix, Inc.	Delaware	94-3406239
Charleston Marine Containers, Inc.	Delaware	13-3895313
Dallastown Realty I, LLC	Delaware	13-3891517
Dallastown Realty II, LLC	Delaware	11-3531172
Defense Systems, Inc.	Virginia	54-1869791
Digital Fusion, Inc.	Delaware	13-3817344
Digital Fusion Solutions, Inc.	Florida	59-3443845
DTI Associates, Inc.	Virginia	54-1462882
Gichner Holdings, Inc.	Delaware	26-0537776
Gichner Systems Group, Inc.	Delaware	26-0537748
Gichner Systems International, Inc.	Delaware	13-3506543
Haverstick Consulting, Inc.	Indiana	35-1938389
Haverstick Government Solutions, Inc.	Ohio	61-1340684
HGS Holdings, Inc.	Indiana	35-2198582
JMA Associates, Inc.	Delaware	52-2228456
Kratos Commercial Solutions, Inc.	Delaware	33-0896808
Kratos Government Solutions, Inc.	Delaware	33-0431023
Kratos Mid-Atlantic, Inc.	Delaware	51-0261462
Kratos Southeast, Inc.	Georgia	58-1885960
Kratos Southwest, L.P.	Texas	74-2144182
Kratos Texas, Inc.	Texas	75-2982611
Madison Research Corporation	Alabama	63-0934056
Polexis, Inc.	California	33-0717132
Reality Based IT Services, Ltd.	Maryland	52-2191091
Rocket Support Services, LLC	Indiana	20-5113660
Shadow I, Inc.	California	51-0569123
Shadow II, Inc.	California	20-3744832
Shadow III, Inc.	California	20-5651555
Summit Research Corporation	Alabama	63-1285794
SYS	California	95-2467354
WFI NMC Corp.	Delaware	33-0936782

* The address of the principal executive offices of all of the registrants is 4820 Eastgate Mall, San Diego, CA 92121 and the telephone number is (858) 812-7300.

Item 1. GENERAL INFORMATION. Furnish the following information as to the trustee:

(a) *Name and address of each examining or supervising authority to which it is subject.*
Office of Thrift Supervision
1475 Peachtree Street, N.E.
Atlanta, GA 30309

(b) *Whether it is authorized to exercise corporate trust powers.*

Yes.

Item 2. AFFILIATIONS WITH THE OBLIGOR. *If the obligor is an affiliate of the trustee, describe each affiliation:*

Based upon an examination of the books and records of the trustee and upon information furnished by the obligor, the obligor is not an affiliate of the trustee.

Item 16. LIST OF EXHIBITS. List below are all exhibits filed as part of this Statement of Eligibility and Qualification.

1. A copy of the Federal Stock Savings Bank Charter for Wilmington Trust FSB, incorporated by reference to Exhibit 1 of Form T-1.

2. The authority of Wilmington Trust FSB to commence business was granted under the Federal Stock Savings Bank Charter for Wilmington Trust FSB, incorporated herein by reference to Exhibit 1 of Form T-1.

3. The authorization to exercise corporate trust powers was granted under the Federal Stock Savings Bank charter, incorporated herein by reference to Exhibit 1 of Form T-1.

4. A copy of the existing By-Laws of Trustee, as now in effect, incorporated herein by reference to Exhibit 4 of form T-1.

5. Not applicable.

6. The consent of Trustee as required by Section 321(b) of the Trust Indenture Act of 1939, incorporated herein by reference to Exhibit 6 of Form T-1.

7. Current Report of the Condition of Trustee, published pursuant to law or the requirements of its supervising or examining authority, attached as Exhibit 7.

8. Not applicable.

9. Not applicable.

SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Wilmington Trust FSB, a federal savings bank, organized and existing under the laws of the United States of America, has duly caused this Statement of Eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of Minneapolis and State of Minnesota on the 24th day of June, 2010.

WILMINGTON TRUST FSB

By: /s/ JANE SCHWEIGER

Name: Jane Schweiger
Title: Vice President

EXHIBIT 1

Charter No. 6012

FEDERAL STOCK SAVINGS BANK CHARTER

WILMINGTON TRUST FSB

As existing on June 10, 1994.

FEDERAL STOCK SAVINGS BANK CHARTER

WILMINGTON TRUST FSB

SECTION 1. *Corporate Title*. The full corporate title of the savings bank is Wilmington Trust FSB.

SECTION 2. *Office*. The home office shall be located in Salisbury, Maryland.

SECTION 3. *Duration*. The duration of the savings bank is perpetual.

SECTION 4. *Purpose and Powers*. The purpose of the savings bank is to pursue any or all of the lawful objectives of a Federal savings bank chartered under Section 5 of the Home Owners' Loan Act and to exercise all of the express, implied, and incidental powers conferred thereby and by all acts amendatory thereof and supplemental thereto, subject to the Constitution and laws of the United States as they are now in effect, or as they may hereafter be amended, and subject to all lawful and applicable rules, regulations, and orders of the Office of Thrift Supervision ("OTS").

SECTION 5. *Capital Stock*. The total number of shares of all classes of the capital stock which the savings bank has the authority to issue is 10,000,000, all of which shall be common stock of par value of $1.00 per share. The shares may be issued from time to time as authorized by the Board of Directors without the approval of its shareholders, except as otherwise provided in this Section 5 or to the extent that such approval is required by governing law, rule, or regulation. The consideration for the issuance of the shares shall be paid in full before their issuance and shall not be less than the par value. Neither promissory notes nor future services shall constitute payment or part payment for the issuance of shares of the savings bank. The consideration for the shares shall be cash, tangible or intangible property (to the extent direct investment in such property would be permitted to the savings bank), labor, or services actually performed for the savings bank, or any combination of the foregoing. In the absence of actual fraud in the transaction, the value of such property, labor, or services, as determined by the Board of Directors of the savings bank, shall be conclusive. Upon payment of such consideration, such shares shall be deemed to be fully paid and nonassessable. In the case of a stock dividend, that part of the surplus of the savings bank which is transferred to stated capital upon the issuance of shares of as a share dividend shall be deemed to be the consideration for their issuance.

Except for shares issuable in connection with the conversion of the savings bank from the mutual to stock form of capitalization, no shares of common stock (including shares issuable upon conversion, exchange, or exercise of other securities) shall be issued, directly or indirectly, to officers, directors, or controlling persons of the savings bank other than as part of a general public offering or as qualifying shares to a director, unless the issuance or the plan under which they would be issued has been approved by a majority of the total votes eligible to be cast as a legal meeting.

The holders of the common stock shall exclusively possess all voting power. Each holder of shares of common stock shall be entitled to one vote for each share held by such holder, except as to the cumulation of votes for the election of directors. Subject to any provision for a liquidation account, in the event of any liquidation, dissolution, or winding up of the savings bank, the holders of the common stock shall be entitled, after payment or provision for payment of all debts and liabilities of the savings bank, to receive the remaining assets of the savings bank available for distribution, in cash or in kind. Each share of common stock shall have the same relative rights as and be identical in all respects with all the other shares of common stock.

SECTION 6. *Preemptive Rights*. Holders of the capital stock of the savings bank shall not be entitled to preemptive rights with respect to any shares of the savings bank which may be issued.

SECTION 7. *Directors*. The savings bank shall be under the direction of a Board of Directors. The authorized number of directors, as stated in the savings bank's bylaws, shall not be fewer than five nor more than fifteen except when a greater number is approved by the OTS.

SECTION 8. *Amendment of Charter*. Except as provided in Section 5, no amendment, addition, alteration, change, or repeal of this charter shall be made, unless such is first proposed by the Board of Directors of the savings bank, then preliminarily approved by the OTS, which preliminary approval may be granted by the OTS pursuant to regulations specifying preapproved charter amendments, and thereafter approved by the shareholders by a majority of the total votes eligible to be cast at a legal. Any amendment, addition, alteration, change, or repeal so acted upon shall be effective upon filing with the OTS in accordance with regulatory procedures or on such other date as the OTS may specify in its preliminary approval.

EXHIBIT 4

BY-LAWS OF WILMINGTON TRUST FSB

As Amended April 28, 2008

ARTICLE I—HOME OFFICES

The home office of this savings bank shall be at 111 South Calvert Street, Suite 2620, Baltimore, Maryland.

ARTICLE II—SHAREHOLDERS

SECTION 1. ***Place of Meetings.*** All annual and special meetings of shareholders shall be held at the home office of the savings bank or at such other place in or outside the State in which the principal place of business of the savings bank is located as the board of directors may determine.

SECTION 2. ***Annual Meeting.*** A meeting of the shareholders of the savings bank for the election of directors and for the transaction of any other business of the savings bank shall be held annually within 120 days after the end of the savings bank's fiscal year or at such otherdate and time within at such 120-day period as the board of directors may determine.

SECTION 3. ***Special Meetings.*** Special meetings of the shareholders for any purpose or purposes, unless otherwise prescribed by the regulations of the Office of Thrift Supervision ("OTS"), may be called at any time by the chairman of the board, one of the presidents or a majority of the board of directors, and shall be called by the chairman of the board, one of the presidents, or the secretary upon the written request of the holders of not less than one-tenth of all of the outstanding capital stock of the savings bank entitled to vote at the meeting. Such written request shall state the purpose or purposes of the meeting and shall be delivered to the home office of the savings bank addressed to the chairman of the board, one of the presidents, or the secretary.

SECTION 4. ***Conduct of Meetings.*** The board of directors shall designate, when present, either the chairman of the board or one of the presidents to preside at such meetings.

SECTION 5. ***Notice of Meeting.*** Written notice stating the place, day and hour of the meeting and the purpose(s) for which the meeting is called shall be delivered not fewer than 20 nor more than 50 days before the date of the meeting, either personally or by mail, by or at the direction of the chairman of the board, one of the presidents, the secretary or the directors calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the mail, addressed to the shareholder at the address as it appears on the stock transfer books or records of the savings bank as of the record date prescribed in Section 6 of this Article II with postage prepaid. When any shareholders' meeting, either annual or special, is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. It shall not be necessary to give any notice of the time or place of any meeting adjourned for less than 30 days or of the business to be transacted at the meeting, other than an announcement at the meeting at which such adjournment is taken.

SECTION 6. ***Fixing of Record Date.*** For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment, or shareholders entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the board of directors shall fix in advance a date as the record date for any such determination of shareholders. Such date in any case shall be not more than 60 days and, in case of a meeting of shareholders, not fewer than 10 days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken. When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment.

SECTION 7. ***Voting Lists.*** At least 20 days before each meeting of the shareholders, the officer or agent having charge of the stock transfer books for shares of the savings bank shall make a complete list of shareholders entitled to vote at such meeting, or any adjournment, arranged in alphabetical order, with the address and the number of shares held by each. This list of shareholders shall be kept on file at the home office of the savings bank and shall be subject to inspection by any shareholder at any time during usual business hours for a period of 20 days prior to such meeting. Such list also shall be produced and kept open at the time and place of the meeting and shall be subject to inspection by any shareholder during the entire time of the meeting. The original stock transfer book shall constitute *prima facie* evidence of the shareholders entitled to examine such list or transfer books or to vote at any meeting of shareholders.

In lieu of making the shareholder list available for inspection by shareholders as provided in the preceding paragraph, the board of directors may elect to follow the procedures prescribed in §552.6(d) of the OTS's regulations as now or hereafter in effect.

SECTION 8. ***Quorum.*** A majority of the outstanding shares of the savings bank entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If less than a majority of the outstanding shares is represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum is present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to constitute less than a quorum.

SECTION 9. ***Proxies.*** At all meetings of shareholders, a shareholder may vote by proxy executed in writing by the shareholder or by his duly authorized attorney-in-fact. Proxies solicited on behalf of the management shall be voted as directed by the shareholder or, in the absence of such direction, as determined by a majority of the board of directors. No proxy shall be valid more than eleven months from the date of its execution except for a proxy coupled with an interest.

SECTION 10. ***Voting of Shares in the Name of Two or More Persons.*** When ownership stands in the name of two or more persons, in the absence of written directions to the savings bank to the contrary, at any meeting of the shareholders of the savings bank any one or more of such shareholders may cast, in person or by proxy, all votes to which such ownership is entitled. In the event an attempt is made to cast conflicting votes, in person or by proxy, by the several persons in whose names shares of stock stand, the vote or votes to which those persons are entitled shall be cast as directed by a majority of those holding such and present in person or by proxy at such meeting, but no votes shall be cast for such stock if a majority cannot agree.

SECTION 11. ***Voting of Shares by Certain Holders.*** Shares standing in the name of another corporation may be voted by any officer, agent or proxy as the bylaws of such corporation may prescribe, or, in the absence of such provision, as the board of directors of such corporation may determine. Shares held by an administrator, executor, guardian, or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name. Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer into his name if authority to do so is contained in an appropriate order of the court or other public authority by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Neither treasury shares of its own stock held by the savings bank nor shares held by another corporation, if a majority of the shares entitled to vote for the election of directors of such other

corporation are held by the savings bank, shall be voted at any meeting or counted in determining the total number of outstanding shares at any given time for purposes of any meeting.

SECTION 12. ***Cumulative Voting.*** Every shareholder entitled to vote at an election for directors shall have the right to vote, in person by proxy, the number of shares owned by the shareholder for as many persons as there are directors to be elected and for whose election the shareholder has a right to vote, or to cumulate the votes by giving one candidate as many votes as the number of such directors to be elected multiplied by the number of shares shall equal or by distributing such votes on the same principle among any number of candidates.

SECTION 13. ***Inspectors of Election.*** In advance of any meeting of shareholders, the board of directors may appoint any persons other than nominees for office as inspectors of election to act at such meeting or any adjournment. The number of inspectors shall be either one or three. Any such appointment shall not be altered at the meeting. If inspectors of election are not so appointed, the chairman of the board or one of the presidents may, or on the request of not fewer than 10 percent of the votes represented at the meeting shall, make such appointment at the meeting. If appointed at the meeting, the majority of the votes present shall determine whether one or three inspectors are to be appointed. In case any person appointed as inspector fails to appear or fails or refuses to act, the vacancy may be filled by appointment by the board of directors in advance of the meeting or at the meeting by the chairman of the board or one of the presidents.

Unless otherwise prescribed by regulations of the OTS, the duties of such inspectors shall include: determining the number of shares and the voting power of each share, the shares represented at the meeting, the existence of a quorum, and the authenticity, validity and effect of proxies; receiving votes, ballots or consents; hearing and determining all challenges and questions in any way arising in connection with the rights to vote; counting and tabulating all votes or consents; determining the result; and such acts as may be proper to conduct the election or vote with fairness to all shareholders.

SECTION 14. ***Director Elections.*** The board of directors may nominate candidates for election as directors. Ballots bearing the names of all persons nominated by the board of directors and by shareholders shall be provided for use at the annual meeting. However, if the board of directors shall fail or refuse to act at least 20 days prior to the annual meeting, nominations for directors may be made at the annual meeting by any shareholder entitled to vote and shall be voted upon.

SECTION 15. ***New Business.*** Any new business to be taken up at the annual meeting shall be stated in writing and filed with the secretary of the savings bank at least five days before the annual meeting, and all business so stated, proposed and filed shall be considered at the annual meeting; but no other proposal shall be acted upon at the annual meeting. Any shareholder may make any other proposal at the annual meeting and the same may be discussed and considered, but unless stated in writing and filed with the secretary at least five days before the meeting, such proposal shall be laid over for action at an adjourned, special or annual meeting of the shareholders taking place 30 days or more thereafter. This provision shall not prevent the consideration and approval or disapproval at the annual meeting of reports of officers, directors, and committees; but in connection with such reports, no new business shall be acted upon at such annual meeting unless stated and filed as herein provided.

SECTION 16. ***Informal Action by Shareholders.*** Any action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting if consent in writing, setting forth the action so taken, shall be given by all shareholders entitled to vote with respect to the subject matter.

ARTICLE III—BOARD OF DIRECTORS

SECTION 1. ***General Powers.*** The business and affairs of this savings bank shall be under the direction of its board of directors. The board of directors shall annually elect a chairman of the board and one or more presidents and shall designate, when present, either the chairman of the board, one of the presidents, an executive vice president, a senior vice president, or a vice president to preside at its meetings.

SECTION 2. ***Number and Term.*** The board of directors shall consist of six members. The directors shall be elected annually, and shall serve for the ensuing year and until their respective successors are duly elected and qualified.

SECTION 3. ***Regular and Special Meetings.*** Regular and special meetings of the board of directors may be called by or at the request of the chairman of the board, one of the presidents or one-third of the directors. The persons authorized to call meetings of the board of directors may fix any place as the place for holding that meeting.

Members of the board of directors may participate in regular or special meetings by means of conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other. Such participation shall constitute presence in person and, if the board of directors so determines, shall constitute attendance for purpose of entitlement to compensation pursuant to Section 11 of this Article.

SECTION 4. ***Qualification.*** Each director shall at all times be the beneficial owner of not less than 100 shares of capital stock of the savings bank unless the savings bank is a wholly owned subsidiary of a holding company.

SECTION 5. ***Notice.*** Written notice of any special meeting shall be given to each director at least two days prior thereto when delivered personally or by telegram or at least five days prior thereto when delivered by mail at the address at which the director is most likely to be reached. Such notice shall be deemed to be delivered when deposited in the mail so addressed, with postage prepaid if mailed or when delivered to the telegraph company if sent by telegram. Any director may waive notice of any meeting by a writing filed with the secretary. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the board of directors need to be specified in the notice or waiver of notice of such meeting.

SECTION 6. ***Quorum.*** A majority of the number of directors fixed by Section 2 of this Article III shall constitute a quorum for the transaction of business at any meeting of the board of directors; but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time. Notice of any adjourned meeting shall be given in the same manner as prescribed by Section 5 of this Article III.

SECTION 7. ***Manner of Acting.*** The act of a majority of the directors present at a duly convened meeting at which a quorum is present shall be the act of the board of directors, unless a greater number is prescribed by the regulations of the OTS or these bylaws.

SECTION 8. ***Action Without a Meeting.*** Any action required or permitted to be taken by the board of directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors.

SECTION 9. ***Resignation.*** Any director may resign at any time by sending a written notice of such resignation to the home office of the savings bank addressed to the chairman of the board or one of the presidents. Unless otherwise specified, such resignation shall take effect upon receipt by the chairman of the board or one of the presidents. More than three consecutive absences from regular meetings of the board of directors, unless excused by resolution of the board of directors, shall automatically constitute a resignation, effective when such resignation is accepted by the board of directors.

SECTION 10. ***Vacancies.*** Any vacancy on the board of directors may be filled by the affirmative vote of a majority of the remaining directors although less than a quorum of the board of directors. A director elected to fill a vacancy shall be elected to serve until the next election of directors by the shareholders. Any directorship to be filled by reason of an increase in the number of directors for may be filled by election by the board of directors for a term of office continuing only until the next election of directors by the shareholders.

SECTION 11. ***Compensation.*** Directors, as such, may receive a stated salary for their services. By resolution of the board of directors, a reasonable fixed sum, and reasonable expenses of attendance, if any, may be allowed for attendance, whether in person or by telephone, at any regular or special meeting of the Board of directors.

Members of either standing or special committees may be allowed such compensation for attendance, whether in person or by telephone, at committee meetings as the Board of directors may determine from time to time.

SECTION 12. ***Presumption of Assent.*** A director of the savings bank who is present at a meeting of the board of directors at which action on any savings bank matter is taken shall be presumed to have assented to the action taken unless his dissent or abstention shall be entered into the minutes of the meeting or unless he shall file a 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 savings bank within five days after the date a copy of the minutes of the meeting is received. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 13. ***Removal of Directors.*** At a meeting of shareholders called expressly for that purpose, any director may be removed for cause by a vote of the holders of a majority of the shares then entitled to vote at an election of directors. If less than the entire board is to be removed, no one of the directors may be removed if the votes cast against the removal would be sufficient to elect a director if then cumulatively voted at an election of the class of directors of which such director is a part. Whenever the holders of the shares of any class are entitled to elect one or more directors by the provisions of the charter or supplemental sections thereto, the provisions of this section shall apply, in respect to the removal of a director or directors so elected, to the vote of the holders of the outstanding shares of that class and not to the vote of the outstanding shares as a whole.

ARTICLE IV—EXECUTIVE AND OTHER COMMITTEES

SECTION 1. ***Appointment.*** The board of directors, by resolution adopted by a majority of the full board, may designate an executive committee. The designation of any committee pursuant to this Article IV and the delegation of authority shall not operate to relieve the board of directors, or any director, of any responsibility imposed by law or regulation.

SECTION 2. ***Authority.*** The executive committee, when the board of directors is not in session, shall have and may exercise all of the authority of the board of directors except to the extent, if any, that such authority shall be limited by the resolution appointing the executive committee; and except also that the executive committee shall not have the authority of the board of directors with reference to: the declaration of dividends; the amendment of the charter or bylaws of the savings bank, or recommending to the stockholders a plan of merger, consolidation or conversion; the sale, lease or other disposition of all or substantially all of the property and assets of the savings bank otherwise than in the usual and regular course of its business; a voluntary dissolution of the savings bank; a revocation of any of the foregoing; or the approval of a transaction in which any member of the executive committee, directly or indirectly, has any material beneficial interest.

SECTION 3. ***Tenure.*** Subject to the provisions of Section 8 of this Article IV, each member of the executive committee shall hold office until the next regular annual meeting of the board of directors following his or her designation and until a successor is designated as a member of the executive committee.

SECTION 4. ***Meetings.*** Regular meetings of the executive committee may be held without notice at such times and places as the executive committee may fix from time to time by resolution. Special meetings of the executive committee may be called by any member thereof upon not less than one day's notice stating the place, date, and hour of the meeting, which notice may be written or oral. Any member of the executive committee may waive notice of any meeting and no notice of any meeting need be given to any member thereof who attends in person. The notice of a meeting of the executive committee need not state the business proposed to be transacted at the meeting.

SECTION 5. ***Quorum.*** A majority of the members of the executive committee shall constitute a quorum for the transaction of business at any meeting thereof, and action of the Executive committee must be authorized by the affirmative vote of a majority of the members present at a meeting at which a quorum is present.

SECTION 6. ***Action Without a Meeting.*** Any action required or permitted to be taken by the executive committee at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the executive committee.

SECTION 7. ***Vacancies.*** Any vacancy in the executive committee may be filled by a resolution adopted by a majority of the full board of directors.

SECTION 8. ***Resignations and Removal.*** Any member of the executive committee may be removed at any time with or without cause by a resolution adopted by a majority of the full board of directors. Any member of the executive committee may resign from the executive committee at any time by giving written notice to the one of the presidents or secretary of the savings bank. Unless otherwise specified, such resignation shall take effect upon its receipt; the acceptance of such resignation shall not be necessary to make it effective.

SECTION 9. ***Procedure.*** The executive committee shall elect a presiding officer from its members and may fix its own rules of procedure which shall not be inconsistent with these bylaws. It shall keep regular minutes of its proceedings and report the same to the board of directors for its information at the meeting held next after the proceedings shall have occurred

SECTION 10. ***Other Committees.*** The board of directors may by resolution establish an audit, loan or other committee composed of directors as they may determine to be necessary or appropriate for the conduct of the business of the savings bank and may prescribe the duties, constitution, and procedures thereof.

ARTICLE V—OFFICERS

SECTION 1. ***Positions.*** The officers of this savings bank shall be one or more presidents, one or more vice presidents, a secretary and a treasurer, each of whom shall be elected by the board of directors. The board of directors may also designate the chairman of the board as an officer. One of the presidents shall be the chief executive officer, unless the board of directors designates the chairman of the board as chief executive officer. The offices of secretary and treasurer may be held by the same person and a vice president may also be either the secretary or the treasurer. The board of directors may designate one or more vice presidents as executive vice president or senior vice president. The board of directors also may elect or authorize the appointment of such other officers as the business of this savings bank may require. The officers shall have such authority and perform such duties as the board of directors may from time to time authorize or determine. In the absence of action by the board of directors, the officers shall have such powers and duties as generally pertain to their respective offices.

SECTION 2. ***Election and Term of Office.*** The officers of this savings bank shall be elected annually at the first meeting of the board of directors held after each annual meeting of the shareholders. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as possible. Each officer shall hold office until a successor has been duly elected and qualified or until the officer's death, resignation, or removal in the manner hereinafter provided. Election or appointment of an officer, employee, or agent shall not of itself create contractual rights. The board of directors may authorize the savings bank to enter into an employment contract with any officer in accordance with regulations of the OTS; but no such contract shall impair the right of the board of directors to remove any officer at any time in accordance with Section 3 of this Article V.

SECTION 3. ***Removal.*** Any officer may be removed by the board of directors whenever in its judgment the best interests of the savings bank would be served thereby, but such removal, other than for cause, shall be without prejudice to the contractual rights, if any, of the person so removed.

SECTION 4. ***Vacancies.*** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the board of directors for the unexpired portion of the term.

SECTION 5. ***Remuneration.*** The remuneration of the officers shall be fixed from time to time by the board of directors.

ARTICLE VI—CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. ***Contracts.*** To the extent permitted by regulations of the OTS, and except as otherwise prescribed by these bylaws with respect to certificates for shares, the board of directors may authorize any officer, employee or agent of the savings bank to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the savings bank. Such authority may be general or confined to specific instances.

SECTION 2. ***Loans.*** No loans shall be contracted on behalf of the savings bank and no evidence of indebtedness shall be issued in its name unless authorized by the board of directors. Such authority may be general or confined to specific instances.

SECTION 3. ***Checks, Drafts, etc.*** All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the savings bank shall be signed by one or more officers, employees or agents of the savings bank in such manner as shall from time to time be determined by the board of directors.

SECTION 4. ***Deposits.*** All funds of the savings bank not otherwise employed shall be deposited from time to time to the credit of the savings bank in any duly authorized depositories as the board of directors may select.

ARTICLE VII—CERTIFICATES FOR SHARES AND THEIR TRANSFER

SECTION 1. ***Certificates for Shares.*** Certificates representing shares of capital stock of the savings bank shall be in such form as shall be determined by the board of directors and approved by the OTS. Such certificates shall be signed by the chief executive officer or by any other officer of the savings bank authorized by the board of directors, attested by the secretary or an assistant secretary, and sealed with the corporate seal or a facsimile thereof. The signatures of such officers upon a certificate may be facsimiles if the certificate is manually signed on behalf of a transfer agent or a registrar other than the savings bank itself or one of its employees. Each certificate for shares of capital stock shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares are issued, the number of shares and date of issue, shall be entered on the stock transfer books of the savings bank. All certificates surrendered to the savings bank for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares has been surrendered and canceled, except that in the case of a lost or destroyed certificate, a new certificate may be issued upon such terms and indemnity to the savings bank as the board of directors may prescribe.

SECTION 2. ***Transfer of Shares.*** Transfer of shares of the capital stock of the savings bank shall be made only on its stock transfer books. Authority for such transfer shall be given only by the holder of record or by his legal representative, who shall furnish proper evidence of such authority, or by his attorney authorized by a duly executed power of attorney and filed with the savings bank. Such transfer shall be made only on surrender for cancellation of the certificate for such shares. The person in whose name shares of capital stock stand on the books of the savings bank shall be deemed by the savings bank to be the owner for all purposes.

ARTICLE VIII—FISCAL YEAR

The fiscal year of this savings bank shall end on the 31st day of December of each year.

ARTICLE IX—DIVIDENDS

Subject to the terms of the savings bank's charter and the regulations and orders of the OTS, the board of directors may, from time to time, declare, and the savings bank may pay, dividends on its outstanding shares of capital stock.

ARTICLE X—CORPORATE SEAL

The board of directors shall approve a savings bank seal which shall be two concentric circles between which shall be the name of the savings bank. The year of incorporation or an emblem may appear in the center.

ARTICLE XI—AMENDMENTS

These bylaws may be amended in a manner consistent with regulations of the OTS at any time by a majority of the full board of directors or by a majority vote of the votes cast by the stockholders of the savings bank at any legal meeting.

EXHIBIT 6

Section 321(b) Consent

Pursuant to Section 321(b) of the Trust Indenture Act of 1939, as amended, Wilmington Trust FSB hereby consents that reports of examinations by Federal, State, Territorial or District authorities may be furnished by such authorities to the Securities and Exchange Commission upon requests therefor.

WILMINGTON TRUST FSB

Dated: June 24, 2010

By: /s/ JANE SCHWEIGER

Name: Jane Schweiger
Title: Vice President

EXHIBIT 7

This form is intended to assist state nonmember banks and savings banks with state publication requirements. It has not been approved by any state banking authorities. Refer to your appropriate state banking authorities for your state publication requirements.

REPORT OF CONDITION

WILMINGTON TRUST FSB	of	BALTIMORE
Name of Bank		City

in the State of Maryland, at the close of business on March 31, 2010:

	Thousands of Dollars
ASSETS	
Cash, Deposits & Investment Securities:	615,457
Mortgage back Securities:	1,408
Mortgage Loans:	568,617
Non-Mortgage Loans:	545,323
Repossessed Assets:	1,496
Federal Home Loan Bank Stock:	6,236
Office Premises and Equipment:	16,794
Other Assets:	168,858
Total Assets:	1,924,189

	Thousands of Dollars
LIABILITIES	
Deposits	1,321,181
Escrows	695
Federal Funds Purchased and Securities Sold Under Agreements to Repurchase	192,577
Other Liabilities:	146,658
Total Liabilities	1,661,111

	Thousands of Dollars
EQUITY CAPITAL	
Common Stock	274,001
Unrealized Gains (Losses) on Certain Securities	48
Retained Earnings	(10,971)
Other Components of Equity Capital	0
Total Equity Capital	263,078
Total Liabilities and Equity Capital	1,924,189

QuickLinks

EXHIBIT 99.1

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

LETTER OF TRANSMITTAL

OFFER TO EXCHANGE

$225,000,000 AGGREGATE PRINCIPAL AMOUNT OF 10% SENIOR SECURED NOTES DUE 2017, WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR ANY AND ALL OF ITS OUTSTANDING 10% SENIOR SECURED NOTES DUE 2017

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2010 (THE "EXPIRATION DATE") UNLESS THE OFFER IS EXTENDED. TENDERS MAY BE WITHDRAWN PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON , 2010.

The Exchange Agent for the Exchange Offer is:

WILMINGTON TRUST FSB

By Regular Mail, Registered Certified Mail,
Overnight Courier or Hand Delivery:

c/o Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-1615

By Facsimile Transmission
(eligible institutions only):

(302) 636-4139, Attention: Sam Hamed

For Information or Confirmation by
Telephone:

(302) 636-6181

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION OF THIS LETTER OF TRANSMITTAL VIA FACSIMILE TRANSMISSION TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

This Letter of Transmittal is being furnished by Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "Issuer"), and certain of the Issuer's subsidiaries (each, a "Guarantor" and, collectively, the "Guarantors"), in connection with its offer to exchange its $225,000,000 aggregate principal amount 10% Senior Secured Notes due 2017 (the "Exchange Notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for any and all of its outstanding 10% Senior Secured Notes due 2017 (the "Original Notes"). The Issuer has prepared and delivered to holders of the Original Notes a prospectus, dated , 2010 (as it may be amended or supplemented from time to time, the "Prospectus"). The Prospectus and this letter of transmittal (this "Letter of Transmittal") together constitute the Issuer's offer (the "Exchange Offer").

The Original Notes are guaranteed (the "Old Guarantees") by the Guarantors and the Exchange Notes will be guaranteed (the "New Guarantees") by the Guarantors. Under the terms and subject to the conditions set forth in the Prospectus and this Letter of Transmittal, the Guarantors offer to issue the New Guarantees with respect to all Exchange Notes issued in the Exchange Offer in exchange for the Old Guarantees of the Original Notes for which such Exchange Notes are issued in the Exchange

Offer. Throughout this Letter of Transmittal, unless the context otherwise requires and whether so expressed or not, references to the "Exchange Notes" include the Guarantors' offer to exchange the New Guarantees for the Old Guarantees, references to the "Exchange Notes" include the related New Guarantees and references to the "Original Notes" include the related Old Guarantees.

Holders of Original Notes (as defined below) should complete this Letter of Transmittal either if Original Notes are to be forwarded herewith or if tenders of Original Notes are to be made by book-entry transfer to an account maintained by the Exchange Agent at the book-entry transfer facility specified by the holder pursuant to the procedures set forth in "The Exchange Offer—Procedures for Tendering" in the Prospectus (as defined below) and an "Agent's Message" (as defined below) is not delivered. If tender is being made by book-entry transfer, the holder must have an Agent's Message delivered in lieu of this Letter of Transmittal.

Holders of Original Notes whose certificates for such Original Notes are not immediately available or who cannot deliver their certificates and all other required documents to the Exchange Agent on or prior to the Expiration Date or who cannot complete the procedures for book-entry transfer on a timely basis must tender their Original Notes according to the guaranteed delivery procedures set forth in "The Exchange Offer—Guaranteed Delivery Procedures" in the Prospectus.

Unless the context otherwise requires, the term "holder" for purposes of this Letter of Transmittal means any person in whose name Original Notes are registered or any other person who has obtained a properly completed bond power from the registered holder or any person whose Original Notes are held of record by The Depository Trust Company ("DTC").

For each Original Note accepted for exchange, the holder of such Original Note will receive an Exchange Note having a principal amount equal to that of the surrendered Original Note. The Exchange Notes will bear interest at a rate of 10% per annum from May 19, 2010, the date of issuance of the Original Notes. Interest on the Exchange Notes will be payable semiannually in arrears on December 1 and June 1 of each year, beginning on December 1, 2010. The Exchange Notes will mature on June 1, 2017. The terms of the Exchange Notes are substantially identical to the terms of the Original Notes, except that the Exchange Notes have been registered under the Securities Act and are free of any obligation regarding registration.

Capitalized terms used but not defined herein shall have the same meaning given them in the Prospectus.

YOUR BANK OR BROKER CAN ASSIST YOU IN COMPLETING THIS FORM. THE INSTRUCTIONS INCLUDED WITH THIS LETTER OF TRANSMITTAL MUST BE FOLLOWED. QUESTIONS AND REQUESTS FOR ASSISTANCE OR FOR ADDITIONAL COPIES OF THE PROSPECTUS AND THIS LETTER OF TRANSMITTAL MAY BE DIRECTED TO THE EXCHANGE AGENT, WHOSE ADDRESS AND TELEPHONE NUMBER APPEAR ON THE FRONT PAGE OF THIS LETTER OF TRANSMITTAL.

TREASURY DEPARTMENT CIRCULAR 230

TO ENSURE COMPLIANCE WITH TREASURY DEPARTMENT CIRCULAR 230, EACH PERSON RECEIVING THIS LETTER OF TRANSMITTAL IS HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF FEDERAL TAX ISSUES IN THIS LETTER OF TRANSMITTAL IS NOT INTENDED OR WRITTEN TO BE RELIED UPON, AND CANNOT BE RELIED UPON, BY HOLDERS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON HOLDERS UNDER THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; (B) SUCH DISCUSSION IS INCLUDED HEREIN BY US IN CONNECTION WITH THE EXCHANGE OFFER; AND (C) TENDERING HOLDERS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

The undersigned has completed the appropriate boxes below and signed this Letter of Transmittal to indicate the action that the undersigned desires to take with respect to the Exchange Offer.

PLEASE READ THE ENTIRE LETTER OF TRANSMITTAL AND THE PROSPECTUS CAREFULLY BEFORE CHECKING ANY BOX BELOW.

List below the Original Notes to which this Letter of Transmittal relates. If the space provided below is inadequate, the certificate numbers and aggregate principal amounts of Original Notes should be listed on a separate signed schedule affixed hereto.

All Tendering Holders Complete Box 1*:

Description of Original Notes Tendered Herewith

Name(s) and Address(es) of Registered Holder(s)	Certificate or Registration Number(s) of Original Notes**	Aggregate Principal Amount Represented by Original Notes	Aggregate Principal Amount of Original Notes Being Tendered***

* If the space provided is inadequate, list the certificate numbers and principal amount of Original Notes on a separate signed schedule and attach the list to this Letter of Transmittal.

** Need not be completed by book-entry holders.

*** The minimum permitted tender is $2,000 in principal amount. All tenders must be in the amount of $2,000 or in integral multiples of $1,000 in excess thereof. Unless otherwise indicated in this column, the holder will be deemed to have tendered the full aggregate principal amount represented by such Original Notes. See instruction 2.

Box 2
Book-Entry Transfer

o CHECK HERE IF TENDERED ORIGINAL NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT AND COMPLETE THE FOLLOWING:

Name of Tendering Institution: _____

Account Number: _____

Transaction Code Number: _____

Holders of Original Notes that are tendering by book-entry transfer to the Exchange Agent's account at DTC can execute the tender through DTC's Automated Tender Offer Program ("ATOP"), for which the transaction will be eligible. DTC participants that are accepting the Exchange Offer must transmit their acceptances to DTC, which will verify the acceptance and execute a book-entry delivery to the Exchange Agent's account at DTC. DTC will then send a computer-generated message (an "Agent's Message") to the Exchange Agent for its acceptance in which the holder of the Original Notes acknowledges and agrees to be bound by the terms of, and makes the representations and warranties contained in, this Letter of Transmittal, and the DTC participant confirms on behalf of itself and the beneficial owners of such Original Notes all provisions of this Letter of Transmittal (including any

representations and warranties) applicable to it and such beneficial owner as fully as if it had completed the information required herein and executed and transmitted this Letter of Transmittal to the Exchange Agent. Each DTC participant transmitting an acceptance of the Exchange Offer through the ATOP procedures will be deemed to have agreed to be bound by the terms of this Letter of Transmittal. Delivery of an Agent's Message by DTC will satisfy the terms of the Exchange Offer as to execution and delivery of a Letter of Transmittal by the participant identified in the Agent's Message. DTC participants may also accept the Exchange Offer by submitting a Notice of Guaranteed Delivery through ATOP.

Box 3
Notice of Guaranteed Delivery
(See Instruction 1 below)

o CHECK HERE IF TENDERED ORIGINAL NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE EXCHANGE AGENT AND COMPLETE THE FOLLOWING:

Name(s) of Registered Holder(s): _____

Window Ticket Number (if any): _____

Name of Eligible Guarantor Institution that Guaranteed Delivery: _____

Date of Execution of Notice of Guaranteed Delivery: _____

IF GUARANTEED DELIVERY IS TO BE MADE BY BOOK-ENTRY TRANSFER:

Name of Tendering Institution: _____

Account Number: _____

Transaction Code Number: _____

Box 4
Return of Non-Exchanged Original Notes
Tendered by Book-Entry Transfer

o CHECK HERE IF ORIGINAL NOTES TENDERED BY BOOK-ENTRY TRANSFER AND NON-EXCHANGED ORIGINAL NOTES ARE TO BE RETURNED BY CREDITING THE ACCOUNT NUMBER SET FORTH ABOVE.

Box 5
Participating Broker-Dealer

o CHECK HERE IF YOU ARE A BROKER-DEALER WHO ACQUIRED THE ORIGINAL NOTES FOR YOUR OWN ACCOUNT AS A RESULT OF MARKET-MAKING OR OTHER TRADING ACTIVITIES AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Name: _____

Address: _____

If the undersigned is not a broker-dealer, the undersigned represents that it is acquiring the Exchange Notes in the ordinary course of business and has no arrangement or understanding with any person to participate in a distribution of the Exchange Notes. If the undersigned is a broker-dealer that will receive Exchange Notes for its own account in exchange for Original Notes that were acquired as a result of market-making activities or other trading activities, it acknowledges that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale or transfer of such Exchange Notes; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. A broker-dealer may not participate in the Exchange Offer with respect to Original Notes acquired other than as a result of market-making activities or other trading activities. Any broker-dealer who purchased Original Notes from the Issuer to resell pursuant to Rule 144A under the Securities Act or any other available exemption under the Securities Act must comply with the registration and prospectus delivery requirements under the Securities Act.

Box 6
SPECIAL REGISTRATION INSTRUCTIONS
(See Instructions 4 and 5)

To be completed ONLY if certificates for the Original Notes are not tendered and/or certificates for the Exchange Notes are to be issued in the name of someone other than the registered holder(s) of the Original Notes whose name(s) appear(s) above.

Issue: o Original Notes not tendered to:
o Exchange Notes to:

Name(s): _____

(Please Print or Type)

Address: _____

_____

(Include Zip Code)

Daytime Area Code and Telephone Number.

_____

Taxpayer Identification or Social Security Number:

_____

Box 7
SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 4 and 5)

To be completed ONLY if certificates for the Original Notes not tendered and/or certificates for the Exchange Notes are to be sent in the name of someone other than the registered holder(s) of the Original Notes whose name(s) appear(s) above.

Issue: o Original Notes not tendered to:
o Exchange Notes to:

Name(s): _____

(Please Print or Type)

Address: _____

_____

(Include Zip Code)

Daytime Area Code and Telephone Number.

_____

Taxpayer Identification or Social Security Number:

_____

NOTE: SIGNATURES MUST BE PROVIDED BELOW.

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

Ladies and Gentlemen:

Upon the terms and subject to the conditions of the Exchange Offer, the undersigned hereby tenders to the Issuer the aggregate principal amount of the Original Notes indicated above. Subject to, and effective upon, the acceptance for exchange of all or any portion of the Original Notes tendered herewith in accordance with the terms and conditions of the Exchange Offer (including, if the Exchange Offer is extended or amended, the terms and conditions of any such extension or amendment), the undersigned hereby exchanges, assigns and transfers to, or upon the order of, the Issuer all right, title and interest in and to such Original Notes as are being tendered herewith.

The undersigned hereby irrevocably constitutes and appoints the Exchange Agent as its true and lawful agent and attorney-in-fact of the undersigned (with full knowledge that the Exchange Agent also acts as the agent of the Issuer in connection with the Exchange Offer) with respect to the tendered Original Notes, with full power of substitution and resubstitution (such power of attorney being deemed an irrevocable power coupled with an interest) to (1) deliver certificates representing such Original Notes, or transfer ownership of such Original Notes on the account books maintained by the book-entry transfer facility specified by the holder(s) of the Original Notes, together, in each such case, with all accompanying evidences of transfer and authenticity to, or upon the order of, the Issuer, (2) present and deliver such Original Notes for transfer on the books of the Issuer and (3) receive all benefits or otherwise exercise all rights and incidents of beneficial ownership of such Original Notes, all in accordance with the terms of the Exchange Offer.

The undersigned hereby represents and warrants that (a) the undersigned has full power and authority to tender, exchange, assign and transfer the Original Notes tendered hereby, (b) when such

tendered Original Notes are accepted for exchange, the Issuer will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and (c) the Original Notes tendered for exchange are not subject to any adverse claims or proxies when accepted by the Issuer. The undersigned hereby further represents that (a) any Exchange Notes acquired in exchange for Original Notes tendered hereby will have been acquired in the ordinary course of business of the person receiving such Exchange Notes, whether or not such person is the undersigned, (b) neither the holder of such Original Notes nor any such other person, at the time of the commencement and consummation of the Exchange Offer, has entered into any arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Notes in violation of the provisions of the Securities Act, (c) if the holder or any such other person is an "affiliate" of the Issuer within the meaning of Rule 405 of the Securities Act, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable to it, (d) if the holder or any such other person is not a broker-dealer, it is not engaged in, and does not intend to engage in, the distribution of the Exchange Notes, and (e) the undersigned is not acting on behalf of any persons or entities who cannot truthfully make the foregoing representations. If the undersigned is a broker-dealer, the undersigned makes the representations to the Issuer that are described in the immediately following paragraph. If the undersigned is a person in the United Kingdom, the undersigned represents that its ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business.

The undersigned also acknowledges that the Exchange Offer is being made based on the Issuer's understanding of interpretations of the staff of the Securities and Exchange Commission (the "SEC") contained in *Exxon Capital Holdings Corp.*, SEC no-action letter (available May 13, 1988), *Morgan Stanley & Co. Inc.*, SEC no-action letter (available June 5, 1991) and *Shearman & Sterling*, SEC no-action letter (available July 2, 1993), or similar no-action letters, that the Exchange Notes issued in exchange for the Original Notes pursuant to the Exchange Offer may be offered for resale, resold and otherwise transferred by each holder thereof (other than a broker-dealer who acquires such Exchange Notes directly from the Issuer for resale pursuant to Rule 144A under the Securities Act or any other available exemption under the Securities Act or any such holder that is an affiliate of the Issuer or an affiliate of any Guarantor within the meaning of Rule 405 of the Securities Act), without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such Exchange Notes are acquired in the ordinary course of such holder's business and such holder is not engaged in, and does not intend to engage in, a distribution of such Exchange Notes and has no arrangement or understanding with any person to participate in a distribution of such Exchange Notes. If a holder of the Original Notes is an affiliate of the Issuer or an affiliate of any Guarantor, is not acquiring the Exchange Notes in the ordinary course of its business, is engaged in or intends to engage in a distribution of the Exchange Notes or has any arrangement or understanding with respect to the distribution of the Exchange Notes to be acquired pursuant to the Exchange Offer, such holder (x) may not rely on the applicable interpretations of the staff of the SEC and (y) in the absence of an exception from the position stated immediately above, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the Exchange Notes. If the undersigned is a broker-dealer that will receive the Exchange Notes for its own account in exchange for the Original Notes, it represents that the Original Notes to be exchanged for the Exchange Notes were acquired by it as a result of market-making activities or other trading activities and acknowledges that it will deliver a Prospectus in connection with any resale or transfer of such Exchange Notes; provided, however, that by so acknowledging and by delivering a Prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

The undersigned will, upon request, execute and deliver any additional documents deemed by the Issuer or the Exchange Agent to be necessary or desirable to complete the exchange, assignment and transfer of the tendered Original Notes or transfer ownership of such Original Notes on the account books maintained by the book-entry transfer facility. The undersigned further agrees that acceptance of

any and all validly tendered Original Notes by the Issuer and the issuance of Exchange Notes in exchange therefor shall constitute performance in full by the Issuer of its obligations with respect to the undersigned under the Registration Rights Agreement dated May 19, 2010, among the Issuer, the guarantors listed therein and Jefferies & Company, Inc., B. Riley & Co., LLC, Keybanc Capital Markets Inc. and Noble International Investments, Inc. (the "Registration Rights Agreement"), and that the Issuer shall have no further obligations or liabilities thereunder with respect to the undersigned except as provided in Section 8 (indemnification) of such agreement. The undersigned will comply with its obligations under the Registration Rights Agreement.

The Exchange Offer is subject to certain conditions as set forth in the Prospectus under the caption "The Exchange Offer—Conditions." The undersigned recognizes that as a result of these conditions (which may be waived, in whole or in part, by the Issuer), as more particularly set forth in the Prospectus, the Issuer may not be required to exchange any of the Original Notes tendered hereby and, in such event, the Original Notes not exchanged will be returned to the undersigned at the address shown above, promptly following the expiration or termination of the Exchange Offer. In addition, the Issuer may amend the Exchange Offer at any time prior to the Expiration Date if any of the conditions set forth under "The Exchange Offer—Conditions" occur.

All authority herein conferred or agreed to be conferred in this Letter of Transmittal shall survive the death or incapacity of the undersigned and every obligation of the undersigned hereunder shall be binding upon the successors, assigns, heirs, administrators, trustees in bankruptcy and legal representatives of the undersigned. Tendered Original Notes may be withdrawn at any time prior to the Expiration Date in accordance with the procedures set forth in the terms of this Letter of Transmittal.

Unless otherwise indicated herein in the box entitled "Special Registration Instructions," please deliver the Exchange Notes (and, if applicable, substitute certificates representing the Original Notes for any Original Notes not exchanged) in the name of the undersigned or, in the case of a book-entry delivery of the Original Notes, please credit the account indicated above. Similarly, unless otherwise indicated under the box entitled "Special Delivery Instructions," please send the Exchange Notes (and, if applicable, substitute certificates representing the Original Notes for any Original Notes not exchanged) to the undersigned at the address shown above in the box entitled "Description of Original Notes Tendered Herewith."

THE UNDERSIGNED, BY COMPLETING THE BOX ENTITLED "DESCRIPTION OF ORIGINAL NOTES TENDERED HEREWITH" ABOVE AND SIGNING THIS LETTER, WILL BE DEEMED TO HAVE TENDERED THE ORIGINAL NOTES AS SET FORTH IN SUCH BOX.

Box 8
TENDERING HOLDER(S) SIGN HERE
(Complete accompanying Substitute Form W-9)

Must be signed by the registered holder(s) (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Original Notes) of the Original Notes exactly as their name(s) appear(s) on the Original Notes hereby tendered or by any person(s) authorized to become the registered holder(s) by properly completed bond powers or endorsements and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth the full title of such person. See Instruction 4.

_____

(Signature(s) of Holder(s))

Date: _____

Name(s): _____

(Please Type or Print)

Capacity (full title): _____

Address: _____

(Include Zip Code)

Daytime Area Code and Telephone Number: _____

Taxpayer Identification or Social Security Number: _____

GUARANTEE OF SIGNATURE(S)
(If Required—See Instruction 4)

Authorized Signature: _____

Date: _____

Name: _____

Title: _____

Name of Firm: _____

Address of Firm: _____

_____

(Include Zip Code)

Area Code and Telephone Number: _____

Taxpayer Identification or Social Security Number: _____

INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER

Please do not send certificates for Original Notes directly to the Issuer. Your certificates for Original Notes, together with your signed and completed Letter of Transmittal and any required supporting documents, should be mailed or otherwise delivered to the Exchange Agent at the address set forth on the first page hereof. The method of delivery of Original Notes, this Letter of Transmittal and all other required documents is at your sole option and risk and the delivery will be deemed made only when actually received by the Exchange Agent. If delivery is by mail, registered mail with return receipt requested, properly insured, or overnight or hand delivery service is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

1. Delivery of this Letter of Transmittal and Certificates; Guaranteed Delivery Procedures.

A holder of Original Notes (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Original Notes) may tender the same by (i) properly completing and signing this Letter of Transmittal or a facsimile hereof (all references in the Prospectus to the Letter of Transmittal shall be deemed to include a facsimile thereof) and delivering the same, together with the certificate or certificates, if applicable, representing the Original Notes being tendered and any required signature guarantees and any other documents required by this Letter of Transmittal, to the Exchange Agent at its address set forth above on or prior to the Expiration Date, (ii) complying with the procedure for book-entry transfer described below or (iii) complying with the guaranteed delivery procedures described below.

Holders who wish to tender their Original Notes and (i) whose Original Notes are not immediately available or (ii) who cannot deliver their Original Notes, this Letter of Transmittal and all other required documents to the Exchange Agent on or prior to the Expiration Date or (iii) who cannot

comply with the book-entry transfer procedures on a timely basis, must tender their Original Notes pursuant to the guaranteed delivery procedure set forth in "The Exchange Offer—Guaranteed Delivery Procedures" in the Prospectus and by completing Box 3. Holders may tender their Original Notes if: (i) the tender is made by or through an Eligible Guarantor Institution (as defined below); (ii) the Exchange Agent receives (by facsimile transmission, mail or hand delivery), on or prior to the Expiration Date, a properly completed and duly executed Notice of Guaranteed Delivery in the form provided with this Letter of Transmittal that (a) sets forth the name and address of the holder of Original Notes, if applicable, the certificate number(s) of the Original Notes to be tendered and the principal amount of Original Notes tendered; (b) states that the tender is being made thereby; and (c) guarantees that, within three New York Stock Exchange trading days after the Expiration Date, this Letter of Transmittal, or a facsimile thereof, together with the Original Notes or a book-entry confirmation, and any other documents required by this Letter of Transmittal, will be deposited by the Eligible Guarantor Institution with the Exchange Agent; or (iii) the Exchange Agent receives a properly completed and executed Letter of Transmittal, or facsimile thereof and the certificate(s) representing all tendered Original Notes in proper form or a confirmation of book-entry transfer of the Original Notes into the Exchange Agent's account at the appropriate book-entry transfer facility and all other documents required by this Letter of Transmittal within three New York Stock Exchange trading days after the Expiration Date.

Any Holder who wishes to tender Original Notes pursuant to the guaranteed delivery procedures described above must ensure that the Exchange Agent receives the Notice of Guaranteed Delivery relating to such Original Notes prior to the Expiration Date. Failure to complete the guaranteed delivery procedures outlined above will not, of itself, affect the validity or effect a revocation of any Letter of Transmittal form properly completed and executed by a holder who attempted to use the guaranteed delivery procedures.

No alternative, conditional, irregular or contingent tenders will be accepted. Each tendering holder, by execution of this Letter of Transmittal (or facsimile thereof), shall waive any right to receive notice of the acceptance of the Original Notes for exchange.

2. Partial Tenders; Withdrawals.

Tenders of Original Notes will be accepted only in the principal amount of $2,000 and integral multiples of $1,000 in excess thereof. If less than the entire principal amount of Original Notes evidenced by a submitted certificate is tendered, the tendering holder(s) must fill in the aggregate principal amount of Original Notes tendered in the column entitled "Description of Original Notes Tendered Herewith" in Box 1 above. A newly issued certificate for the Original Notes submitted but not tendered will be sent to such holder promptly after the Expiration Date, unless otherwise provided in the appropriate box on this Letter of Transmittal. All Original Notes delivered to the Exchange Agent will be deemed to have been tendered in full unless otherwise clearly indicated. Original Notes tendered pursuant to the Exchange Offer may be withdrawn at any time prior to the Expiration Date, after which tenders of Original Notes are irrevocable.

To be effective with respect to the tender of Original Notes, a written notice of withdrawal (which may be by telegram, telex, facsimile or letter) must: (i) be received by the Exchange Agent at the address for the Exchange Agent set forth above before the Issuer notifies the Exchange Agent that it has accepted the tender of Original Notes pursuant to the Exchange Offer; (ii) specify the name of the person who tendered the Original Notes to be withdrawn; (iii) identify the Original Notes to be withdrawn (including the principal amount of such Original Notes, or, if applicable, the certificate numbers shown on the particular certificates evidencing such Original Notes and the principal amount of Original Notes represented by such certificates); (iv) include a statement that such holder is withdrawing its election to have such Original Notes exchanged; (v) specify the name in which any such Original Notes are to be registered, if different from that of the withdrawing holder; and (vi) be signed

by the holder in the same manner as the original signature on this Letter of Transmittal (including any required signature guarantee). The Exchange Agent will return the properly withdrawn Original Notes promptly following receipt of notice of withdrawal. If Original Notes have been tendered pursuant to the procedure for book-entry transfer, any notice of withdrawal must specify the name and number of the account at the book-entry transfer facility to be credited with the withdrawn Original Notes or otherwise comply with the book-entry transfer facility's procedures. All questions as to the validity, form and eligibility of notices of withdrawals, including time of receipt, will be determined by the Issuer, and such determination will be final and binding on all parties.

Any Original Notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the Exchange Offer. Any Original Notes which have been tendered for exchange but which are not accepted for exchange for any reason will be returned to the holder thereof without cost to such holder (or, in the case of Original Notes tendered by book-entry transfer into the Exchange Agent's account at the book entry transfer facility pursuant to the book-entry transfer procedures described above, such Original Notes will be credited to an account with such book-entry transfer facility specified by the holder) promptly after withdrawal, rejection of tender or termination of the Exchange Offer. Properly withdrawn Original Notes may be retendered by following one of the procedures described under the caption "The Exchange Offer—Procedures for Tendering" in the Prospectus at any time prior to the Expiration Date.

Neither the Issuer, any affiliate or assigns of the Issuer, the Exchange Agent nor any other person will be under any duty to give any notification of any irregularities in any notice of withdrawal or incur any liability for failure to give such notification (even if such notice is given to other persons).

3. Beneficial Owner Instructions.

Only a holder of Original Notes (i.e., a person in whose name Original Notes are registered on the books of the registrar or, or, in the case of Original Notes held through book-entry, such book-entry transfer facility specified by the holder), or the legal representative or attorney-in-fact of a holder, may execute and deliver this Letter of Transmittal. Any beneficial owner of Original Notes who wishes to accept the Exchange Offer must arrange promptly for the appropriate holder to execute and deliver this Letter of Transmittal on his or her behalf through the execution and delivery to the appropriate holder of the "Instructions to Registered Holder from Beneficial Owner" form accompanying this Letter of Transmittal.

4. Signature on this Letter of Transmittal; Written Instruments and Endorsements; Guarantee of Signatures.

If this Letter of Transmittal is signed by the registered holder(s) (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Original Notes) of the Original Notes tendered hereby, the signature must correspond exactly with the name(s) as written on the face of the certificates (or on such security listing) without alteration, addition, enlargement or any change whatsoever.

If any of the Original Notes tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If a number of Original Notes registered in different names are tendered, it will be necessary to complete, sign and submit as many separate copies of this Letter of Transmittal (or facsimiles thereof) as there are different registrations of Original Notes.

When this Letter of Transmittal is signed by the registered holder(s) of Original Notes (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Original Notes) listed and tendered hereby, no

endorsements of certificates or separate written instruments of transfer or exchange are required. If, however, this Letter of Transmittal is signed by a person other than the registered holder(s) of the Original Notes listed or the Exchange Notes are to be issued, or any untendered Original Notes are to be reissued, to a person other than the registered holder(s) of the Original Notes, such Original Notes must be endorsed or accompanied by separate written instruments of transfer or exchange in form satisfactory to the Issuer and duly executed by the registered holder, in each case signed exactly as the name or names of the registered holder(s) appear(s) on the Original Notes and the signatures on such certificates must be guaranteed by an Eligible Guarantor Institution. If this Letter of Transmittal, any certificates or separate written instruments of transfer or exchange are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and, unless waived by the Issuer, submit proper evidence satisfactory to the Issuer, in their sole discretion, of such persons' authority to so act.

Endorsements on certificates for the Original Notes or signatures on bond powers required by this Instruction 4 must be guaranteed by a member firm of a registered national securities exchange or of the National Association of Securities Dealers, Inc., a commercial bank or trust company having an office or correspondent in the United States or another "eligible guarantor institution" within the meaning of Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (an "Eligible Guarantor Institution").

Signatures on this Letter of Transmittal must be guaranteed by an Eligible Guarantor Institution, unless Original Notes are tendered: (i) by a registered holder (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Original Notes) who has not completed the box entitled "Special Registration Instructions" or "Special Delivery Instructions" on this Letter of Transmittal; or (ii) for the account of an Eligible Guarantor Institution.

5. Special Registration and Delivery Instructions.

Tendering holders should indicate, in the applicable Box 6 or Box 7, the name and address in/to which the Exchange Notes and/or certificates for Original Notes not exchanged are to be issued or sent, if different from the name(s) and address(es) of the person signing this Letter of Transmittal. In the case of issuance in a different name, the tax identification number or social security number of the person named must also be indicated. A holder tendering the Original Notes by book-entry transfer may request that the Original Notes not exchanged be credited to such account maintained at the book-entry transfer facility as such holder may designate. See Box 4.

If no such instructions are given, the Exchange Notes (and any Original Notes not tendered or not accepted) will be issued in the name of and sent to the holder signing this Letter of Transmittal or deposited into such holder's account at the applicable book-entry transfer facility.

6. Transfer Taxes.

The Issuer shall pay all transfer taxes, if any, applicable to the transfer and exchange of the Original Notes for the Exchange Notes pursuant to the Exchange Offer. If, however, the Exchange Notes are delivered to or issued in the name of a person other than the registered holder, or if a transfer tax is imposed for any reason other than the transfer and exchange of Original Notes to the Issuer or their order pursuant to the Exchange Offer, the amount of any such transfer taxes (whether imposed on the registered holder or any other person) will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted herewith the amount of such transfer taxes will be billed directly to such tendering holder.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the Original Notes listed in this Letter of Transmittal.

7. Waiver of Conditions.

The Issuer reserve the absolute right to waive, in whole or in part, any of the conditions to the Exchange Offer set forth in the Prospectus.

8. Mutilated, Lost, Stolen or Destroyed Securities.

Any holder whose Original Notes have been mutilated, lost, stolen or destroyed, should promptly contact the Exchange Agent at the address set forth on the first page hereof for further instructions. The holder will then be instructed as to the steps that must be taken in order to replace the certificate(s). This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, destroyed or stolen certificate(s) have been completed.

9. No Conditional Tenders; No Notice of Irregularities.

No alternative, conditional, irregular or contingent tenders will be accepted. All tendering holders, by execution of this Letter of Transmittal, shall waive any right to receive notice of the acceptance of their Original Notes for exchange. The Issuer reserves the right, in its reasonable judgment, to waive any defects, irregularities or conditions of tender as to particular Original Notes. The Issuer's interpretation of the terms and conditions of the Exchange Offer (including the instructions in this Letter of Transmittal) will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of Original Notes must be cured within such time as the Issuer shall determine. Although the Issuer intends to notify holders of defects or irregularities with respect to tenders of Original Notes, neither the Issuer, the Exchange Agent nor any other person is under any obligation to give such notice nor shall they incur any liability for failure to give such notification. Tenders of Original Notes will not be deemed to have been made until such defects or irregularities have been cured or waived. Any Original Notes received by the Exchange Agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the Exchange Agent to the tendering holder promptly following the Expiration Date.

10. Requests for Assistance or Additional Copies.

Questions relating to the procedure for tendering, as well as requests for additional copies of the Prospectus and this Letter of Transmittal, may be directed to the Exchange Agent at the address and telephone number set forth on the first page hereof.

IMPORTANT: THIS LETTER OF TRANSMITTAL OR A FACSIMILE OR COPY THEREOF (TOGETHER WITH CERTIFICATES OF ORIGINAL NOTES OR CONFIRMATION OF BOOK-ENTRY TRANSFER AND ALL OTHER REQUIRED DOCUMENTS) OR A NOTICE OF GUARANTEED DELIVERY MUST BE RECEIVED BY THE EXCHANGE AGENT ON OR PRIOR TO THE EXPIRATION DATE.

IMPORTANT TAX INFORMATION

Under U.S. federal income tax law, a tendering holder whose Original Notes are accepted for exchange may be subject to backup withholding unless the holder provides the Exchange Agent with either (i) such holder's correct taxpayer identification number ("TIN") on the Substitute Form W-9 attached hereto, certifying (A) that the TIN provided on Substitute Form W-9 is correct (or that such holder of Original Notes is awaiting a TIN), (B) that the holder of Original Notes is not subject to backup withholding because (x) such holder of Original Notes is exempt from backup withholding, (y) such holder of Original Notes has not been notified by the Internal Revenue Service that he or she

is subject to backup withholding as a result of a failure to report all interest or dividends or (z) the Internal Revenue Service has notified the holder of Original Notes that he or she is no longer subject to backup withholding and (C) that the holder of Original Notes is a U.S. person (including a U.S. resident alien); or (ii) an adequate basis for exemption from backup withholding. If such holder of Original Notes is an individual, the TIN is such holder's social security number. If the Exchange Agent is not provided with the correct TIN, the holder of Original Notes may also be subject to certain penalties imposed by the Internal Revenue Service and any payments that are made to such holder may be subject to backup withholding (see below).

Certain holders of Original Notes (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. However, exempt holders of Original Notes should indicate their exempt status on the Substitute Form W-9. For example, a corporation should complete the Substitute Form W-9, providing its TIN and indicating that it is exempt from backup withholding. In order for a foreign individual to qualify as an exempt recipient, the holder must submit a Form W-8BEN, signed under penalties of perjury, attesting to that individual's exempt status. A Form W-8BEN can be obtained from the Exchange Agent. See the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for more instructions. Holders are encouraged to consult their own tax advisors to determine whether they are exempt from these backup withholding and reporting requirements.

If backup withholding applies, the Exchange Agent is required to withhold 28% of any payments made to the holder of Original Notes or other payee. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained from the Internal Revenue Service, provided the required information is furnished. The Exchange Agent cannot refund amounts withheld by reason of backup withholding.

A holder who does not have a TIN may check the box in Part 3 of the Substitute Form W-9 if the surrendering holder of Original Notes has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future. If the box in Part 3 is checked, the holder of Original Notes or other payee must also complete the Certificate of Awaiting Taxpayer Identification Number below in order to avoid backup withholding. Notwithstanding that the box in Part 3 is checked and the Certificate of Awaiting Taxpayer Identification Number is completed, the Exchange Agent will withhold 28% of all payments made prior to the time a properly certified TIN is provided to the Exchange Agent and, if the Exchange Agent is not provided with a TIN within 60 days, such amounts will be paid over to the Internal Revenue Service. The holder of Original Notes is required to give the Exchange Agent the TIN (e.g., social security number or employer identification number) of the record owner of the Original Notes. If the Original Notes are in more than one name or are not in the name of the actual owner, consult the enclosed "Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9" for additional guidance on which number to report.

PAYER'S NAME: WILMINGTON TRUST FSB
SUBSTITUTE FORM W-9
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: o Individual/Sole proprietor o Corporation o Partnership o Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership): o Other (see guidelines): o Exempt payee

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

PART I—TAXPAYER IDENTIFICATION NUMBER (TIN)

Enter your TIN in the box to the right. The TIN provided must match the name given above to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 (the "Guidelines"). For other entities, it is your employer identification number (EIN). If you do not have a number, see "How to get a TIN" in the Guidelines.

Social security number

Note. If the account is in more than one name, see the chart in the Guidelines for guidelines on whose number to enter.

OR

Employer identification number

PART II—CERTIFICATION

Under penalties of perjury, I certify that:

(1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued for me), and

(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

(3) I am a U.S. citizen or other U.S. person (defined in the Guidelines).

CERTIFICATION INSTRUCTIONS. You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of U.S. person _____ Date _____

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN A $50 PENALTY IMPOSED BY THE INTERNAL REVENUE SERVICE AND BACKUP WITHHOLDING (CURRENTLY AT A 28% RATE) ON ANY PAYMENTS MADE TO YOU. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

NON-U.S. HOLDERS: IN LIEU OF COMPLETING THE SUBSTITUTE FORM W-9, EACH NON-U.S. HOLDER MUST SUBMIT THE APPLICABLE IRS FORM W-8 (SEE IMPORTANT TAX INFORMATION).

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9

Guidelines for Determining the Proper Identification Number to Give the Payer

Social Security numbers (SSNs) have nine digits separated by two hyphens: i.e. 000-00-0000. Employer identification numbers (EINs) have nine digits separated by only one hyphen: i.e. 00-0000000. The table below will help determine the number to give the payer.

For this type of account:	Give the name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee(1)
b. So-called trust account that is not a legal or valid trust under state law	The actual owner(1)
5. Sole proprietorship or disregarded entity owned by an individual	The owner(3)

For this type of account:	Give the name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate or pension trust	Legal entity(4)
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district or person) that receives agricultural program payments	The public entity

(1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished

(2) Circle the minor's name and furnish the minor's SSN.

(3) You must show your individual name and you may also enter your business or "doing business as" name on the second name line. You may use either your SSN or EIN (if you have one), but the Internal Revenue Service (IRS) encourages you to use your SSN.

(4) List first and circle the name of the trust, estate or pension trust. (Do not furnish the taxpayer identification number (TIN) of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct TIN to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use the Substitute Form W-9 only if you are a U.S. person (including a resident alien) to provide your correct TIN to Wilmington Trust FSB (the requester) and, when applicable, to (1) certify that the TIN you are giving is correct (or you are waiting for a number to be issued), (2) certify that you are not subject to backup withholding, or (3) claim exemption from backup withholding if you are a U.S. exempt payee.

Definition of a U.S. Person

For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in U.S. Treasury regulations section 301.7701-7).

Foreign Person

If you are a foreign person, do not use the Substitute Form W-9. Instead, use the appropriate IRS Form W-8 (see IRS Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident Alien Individuals Who Become Resident Aliens

If you are a resident alien individual who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to the Substitute Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

What is Backup Withholding?

Persons making certain payments to you must under certain conditions withhold and pay to the IRS a certain percentage (currently 28%) of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions under "Part II—Certification" below for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate IRS Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of U.S. federal law, the requester may be subject to civil and criminal penalties.

SPECIFIC INSTRUCTIONS

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under U.S. Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Payments of interest and dividends may be exempt from backup withholding if made to an exempt payee other than exempt payee in category (9), below. Payments for broker transactions may be exempt from backup withholding if made to exempt payees in categories (1) through (13), below, or to a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker. Payments for barter exchange transactions and patronage dividends may be exempt from backup withholding if made to exempt payees in categories (1) through (5), below. Payments over $600 required to be reported and direct sales over $5,000 generally may be exempt if made to exempt payees in categories (1) through (7), below. Unless otherwise indicated, all "section" references below are to sections of the Internal Revenue Code of 1986, as amended (the "Code").

The following is a list of payees exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see "How to get a TIN" below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see "Limited liability company (LLC)" above), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart above for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use IRS Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or IRS Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get IRS Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate IRS Form W-8.*

Part II—Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees see "Exempt Payee" above.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out Item 2 in the certification before signing the form.

Privacy Act Notice

Section 6109 of the Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you,

mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. The IRS may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold currently 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE IRS.

QuickLinks

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EXHIBIT 99.2

KRATOS DEFENSE AND SECURITY SOLUTIONS, INC.

NOTICE OF GUARANTEED DELIVERY

OFFER TO EXCHANGE

$225,000,000 AGGREGATE PRINCIPAL AMOUNT OF 10% SENIOR SECURED NOTES DUE 2017, WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR ANY AND ALL OF ITS OUTSTANDING 10% SENIOR SECURED NOTES DUE 2017

This form, or one substantially equivalent hereto, must be used to accept the Exchange Offer made by Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "Issuer"), and the Guarantors, pursuant to the Prospectus, dated , 2010 (as the same may be amended or supplemented from time to time, the "Prospectus"), and the enclosed Letter of Transmittal (the "Letter of Transmittal"), if the certificates for the Original Notes are not immediately available or if the procedure for book-entry transfer cannot be completed on a timely basis or time will not permit all required documents to reach Wilmington Trust FSB (the "Exchange Agent") prior to 5:00 P.M., New York City time, on the Expiration Date of the Exchange Offer. Such form may be delivered or transmitted by facsimile transmission, mail or hand delivery to, and must be received by, the Exchange Agent as set forth below. In addition, in order to utilize the guaranteed delivery procedures to tender the Original Notes pursuant to the Exchange Offer, a completed, signed and dated Letter of Transmittal (or facsimile thereof), together with the Original Notes or a book-entry confirmation and any other documents required by the Letter of Transmittal, must be received by the Exchange Agent from the eligible guarantor institution within three New York Stock Exchange trading days after the Expiration Date. Capitalized terms not defined herein have the meanings ascribed to them in the Letter of Transmittal.

The Exchange Agent for the Exchange Offer is:

WILMINGTON TRUST FSB

By Regular Mail, Registered Certified Mail,
Overnight Courier or Hand Delivery:
c/o Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-1615

By Facsimile Transmission
(eligible institutions only):
(302) 636-4139, Attention: Sam Hamed

For Information or Confirmation by
Telephone:
(302) 636-6181

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION OF THIS NOTICE OF GUARANTEED DELIVERY VIA FACSIMILE TO A NUMBER OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an eligible guarantor institution (as defined in the Prospectus), such signature guarantee must appear in the applicable space in Box 8 provided on the Letter of Transmittal for Guarantee of Signatures.

Ladies and Gentlemen:

Upon the terms and subject to the conditions set forth in the Prospectus and the accompanying Letter of Transmittal, receipt of which is hereby acknowledged, the undersigned hereby tenders to the Issuer the principal amount of Original Notes indicated below, pursuant to the guaranteed delivery procedures described in "The Exchange Offer—Guaranteed Delivery Procedures" section of the Prospectus.

Certificate Number(s) (if known) of Original Notes or Account Number at Book-Entry Transfer Facility	Aggregate Principal Amount Represented by Original Notes	Aggregate Principal Amount of Original Notes Being Tendered

PLEASE COMPLETE AND SIGN

All authority conferred or agreed to be conferred by this Notice of Guaranteed Delivery shall survive the death or incapacity of the undersigned and the undersigned's obligations under this Notice of Guaranteed Delivery shall be binding upon the undersigned's heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives.

_____

(Signature(s) of Record Holder(s))

_____

(Please Type or Print Name(s) of Record Holder(s))

_____

(Capacity of Signatory, if signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity. See Instruction 2 below.)

Date: _____ , 2010

Address: _____

(Zip Code)

_____

(Daytime Area Code and Telephone No.)

o Check this Box if the Original Notes will be delivered by book-entry transfer to The Depository Trust Company.

Account Number: _____

THE ACCOMPANYING GUARANTEE MUST BE COMPLETED.

GUARANTEE OF DELIVERY
(Not to be used for signature guarantee)

The undersigned, a member of a recognized signature medallion program or an "eligible guarantor institution," as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), hereby (a) represents that the above person(s) "own(s)" the Original Notes tendered hereby within the meaning of Rule 14e-4(b)(2) under the Exchange Act, (b) represents that the tender of those Original Notes complies with Rule 14e-4 under the Exchange Act and (c) guarantees to deliver to the Exchange Agent, at its address set forth in the Notice of Guaranteed Delivery, the certificates representing all tendered Original Notes, in proper form for transfer, or a book-entry confirmation (a confirmation of a book-entry transfer of the Original Notes into the Exchange Agent's account at The Depository Trust Company), together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof), with any required signature guarantees, and any other documents required by the Letter of Transmittal within three New York Stock Exchange trading days after the Expiration Date.

Name of Firm: _____

(Authorized Signature)

Address: _____

(Zip Code)

Area Code and Tel. No.: _____

Name: _____

(Please Type or Print)

Title: _____

Date: _____ , 2010

NOTE: DO NOT SEND ORIGINAL NOTES WITH THIS NOTICE OF GUARANTEED DELIVERY. ORIGINAL NOTES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL.

INSTRUCTIONS FOR NOTICE OF GUARANTEED DELIVERY

1. Delivery of this Notice of Guaranteed Delivery.

A properly completed and duly executed copy of this Notice of Guaranteed Delivery and any other documents required by this Notice of Guaranteed Delivery must be received by the Exchange Agent at its address set forth on the cover page hereof prior to the Expiration Date of the Exchange Offer. The method of delivery of this Notice of Guaranteed Delivery and any other required documents to the Exchange Agent is at the election and risk of the holders and the delivery will be deemed made only when actually received by the Exchange Agent. Instead of delivery by mail, it is recommended that the holders use an overnight or hand delivery service, properly insured. If such delivery is by mail, it is recommended that the holders use properly insured, registered mail with return receipt requested. In all cases, sufficient time should be allowed to assure timely delivery. For a description of the guaranteed delivery procedure, see Instruction 1 of the Letter of Transmittal. No notice of Guaranteed Delivery should be sent to the Issuer.

2. Signatures on this Notice of Guaranteed Delivery.

If this Notice of Guaranteed Delivery is signed by the registered holder(s) of the Original Notes referred to herein, the signatures must correspond with the name(s) written on the face of the Original Notes without alteration, addition, enlargement or any change whatsoever. If this Notice of Guaranteed Delivery is signed by a person other than the registered holder(s) of any Original Notes listed, this Notice of Guaranteed Delivery must be accompanied by appropriate bond powers, signed as the name of the registered holder(s) appear(s) on the Original Notes without alteration, addition, enlargement or any change whatsoever. If this Notice of Guaranteed Delivery is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing and, unless waived by the Issuer, evidence satisfactory to the Issuer of its authority so to act must be submitted with this Notice of Guaranteed Delivery.

3. Questions and Requests for Assistance or Additional Copies.

Questions and requests for assistance and requests for additional copies of the Prospectus may be directed to the Exchange Agent at the address set forth on the cover hereof. Holders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Exchange Offer.

QuickLinks

QuickLinks -- Click here to rapidly navigate through this document

EXHIBIT 99.3

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

**LETTER TO REGISTERED HOLDERS AND
DEPOSITORY TRUST COMPANY PARTICIPANTS**

OFFER TO EXCHANGE

$225,000,000 AGGREGATE PRINCIPAL AMOUNT OF 10% SENIOR SECURED NOTES DUE 2017, WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR ANY AND ALL OF ITS OUTSTANDING 10% SENIOR SECURED NOTES DUE 2017

To Registered Holders and Depository Trust Company Participants:

Enclosed are the materials listed below relating to the offer by Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "Issuer"), to exchange its new 10% Senior Secured Notes due 2017 (the "Exchange Notes"), pursuant to an offering registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like principal amount of its issued and outstanding 10% Senior Secured Notes due 2017 (the "Original Notes") upon the terms and subject to the conditions set forth in the accompanying Prospectus, dated , 2010 (as the same may be amended or supplemented from time to time, the "Prospectus"), and the related Letter of Transmittal (which together constitute the "Exchange Offer").

Capitalized terms used herein and not defined herein shall have the meanings assigned to them in the Prospectus.

Enclosed herewith are copies of the following documents:

1. Prospectus dated , 2010;

2. Letter of Transmittal;

3. Notice of Guaranteed Delivery; and

4. Letter which may be sent to your clients ("Letter to Clients") for whose accounts you hold Original Notes registered in your name or in the name of your nominee, with an instruction form provided for obtaining such clients' instructions with regard to the Exchange Offer.

We urge you to contact your clients promptly. Please note that the Exchange Offer will expire at 5:00 p.m., New York City time, on , 2010, unless extended. Tendered Original Notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the Expiration Date.

The Exchange Offer is not conditioned upon any minimum number of Original Notes being tendered, except that Original Notes may be tendered only in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

Pursuant to the Letter of Transmittal, each holder of Original Notes shall represent to the Issuer that (i) any Exchange Notes received by it will be acquired in the ordinary course of its business, (ii) at the time of the commencement and consummation of the Exchange Offer the holder has not entered into any arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Notes in violation of the provisions of the Securities Act, (iii) if the holder is an "affiliate" of the Issuer within the meaning of Rule 405 of the Securities Act, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable to it and (iv) if the holder is not a broker-dealer, it is not engaged in, and does not intend to engage in, the distribution of the Exchange Notes. If the holder is a broker-dealer, the holder shall make the representations to the Issuer that are described in the immediately following paragraph.

The Exchange Offer is being made based on the our understanding of interpretations of the staff of the Securities and Exchange Commission (the "SEC") contained in Exxon Capital Holdings Corp.,

SEC no-action letter (available May 13, 1988), Morgan Stanley & Co. Inc., SEC no-action letter (available June 5, 1991) and Shearman & Sterling, SEC no-action letter (available July 2, 1993), or similar no-action letters, that the Exchange Notes issued in exchange for the Original Notes pursuant to the Exchange Offer may be offered for resale, resold and otherwise transferred by each holder thereof (other than a broker-dealer who acquires such Exchange Notes directly from the Issuer for resale pursuant to Rule 144A under the Securities Act or any other available exemption under the Securities Act or any such holder that is an affiliate of the Issuer or an affiliate of any Guarantor within the meaning of Rule 405 of the Securities Act), without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such Exchange Notes are acquired in the ordinary course of such holder's business and such holder is not engaged in, and does not intend to engage in, a distribution of such Exchange Notes and has no arrangement or understanding with any person to participate in a distribution of such Exchange Notes. If a holder of the Original Notes is an affiliate of the Issuer or an affiliate of any Guarantor, is not acquiring the Exchange Notes in the ordinary course of its business, is engaged in or intends to engage in a distribution of the Exchange Notes or has any arrangement or understanding with respect to the distribution of the Exchange Notes to be acquired pursuant to the Exchange Offer, such holder (x) may not rely on the applicable interpretations of the staff of the SEC and (y) in the absence of an exception from the position stated immediately above, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the Exchange Notes. If the holder is a broker-dealer that will receive the Exchange Notes for its own account in exchange for the Original Notes, it shall represent to the Issuer that the Original Notes to be exchanged for the Exchange Notes were acquired by it as a result of market-making activities or other trading activities and acknowledges that it will deliver a Prospectus in connection with any resale or transfer of such Exchange Notes; provided, however, that by so acknowledging and by delivering a Prospectus, such holder will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

Notwithstanding any other provisions of the Exchange Offer, or any extension of the Exchange Offer, the Issuer will not be required to accept for exchange, or to exchange any Exchange Notes for, any Original Notes and may terminate the Exchange Offer (whether or not any Original Notes have been accepted for exchange) or may waive any conditions to or amend the Exchange Offer, if any of the conditions described in the Prospectus under "The Exchange Offer—Conditions" have occurred or exist or have not been satisfied.

The Issuer will not pay any fee or commission to any broker or dealer or to any other persons (other than the Exchange Agent) in connection with the solicitation of tenders of Original Notes pursuant to the Exchange Offer. The Issuer will pay or cause to be paid any transfer taxes payable on the transfer of Original Notes to it, except as otherwise provided in Instruction 6 of the enclosed Letter of Transmittal.

The Exchange Offer provides a procedure for holders to tender the Original Notes by means of guaranteed delivery.

Additional copies of the enclosed material may be obtained from the Exchange Agent at its address and telephone number set forth on the Letter of Transmittal.

Very truly yours,

Kratos Defense & Security Solutions, Inc.

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU THE AGENT OF KRATOS DEFENSE & SECURITY SOLUTIONS, INC. OR WILMINGTON TRUST FSB OR AUTHORIZE YOU TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON THEIR BEHALF IN CONNECTION WITH THE EXCHANGE OFFER OTHER THAN THE DOCUMENTS ENCLOSED HEREWITH AND THE STATEMENTS CONTAINED THEREIN.

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EXHIBIT 99.4

KRATOS DEFENSE & SECURITY SOLUTIONS, INC.

FORM OF LETTER TO CLIENTS

OFFER TO EXCHANGE

$225,000,000 AGGREGATE PRINCIPAL AMOUNT OF 10% SENIOR SECURED NOTES DUE 2017, WHICH HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR ANY AND ALL OF ITS OUTSTANDING 10% SENIOR SECURED NOTES DUE 2017

To Our Clients:

Enclosed is a Prospectus, dated , 2010 (as the same may be amended or supplemented from time to time, the "Prospectus"), of Kratos Defense & Security Solutions, Inc., a Delaware corporation (the "Issuer"), and a related Letter of Transmittal (which together constitute the "Exchange Offer") relating to the offer by the Issuer to exchange its new 10% Senior Secured Notes due 2017 (the "Exchange Notes") registered under the Securities Act of 1933, as amended (the "Securities Act"), for a like principal amount of its issued and outstanding 10% Senior Secured Notes due 2017 (the "Original Notes") upon the terms and subject to the conditions set forth in the Exchange Offer.

Please note that the Exchange Offer will expire at 5:00 p.m., New York City time, on , 2010, unless extended (the "Expiration Date").

The Exchange Offer is not conditioned upon any minimum number of Original Notes being tendered, except that except that Original Notes may be tendered only in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

We are the holder of record and/or participant in the book-entry transfer facility of Original Notes held by us for your account. A tender of such Original Notes can be made only by us as the record holder and/or participant in the book-entry transfer facility and pursuant to your instructions. The Letter of Transmittal is furnished to you for your information only and cannot be used by you to tender Original Notes held by us for your account.

We request instructions as to whether you wish to tender any or all of the Original Notes held by us for your account pursuant to the terms and conditions of the Exchange Offer. We also request that you confirm that we may, on your behalf, make the representations contained in the Letter of Transmittal.

Pursuant to the Letter of Transmittal, the undersigned hereby represents that (i) any Exchange Notes acquired in exchange for Original Notes tendered hereby will have been acquired in the ordinary course of business of the person receiving such Exchange Notes, whether or not such person is the undersigned, (ii) neither the holder of such Original Notes nor any such other person, at the time of the commencement and consummation of the Exchange Offer, has entered into any arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Notes in violation of the provisions of the Securities Act, (iii) if the holder or any such other person is an "affiliate" of the Issuer within the meaning of Rule 405 of the Securities Act, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable to it, (iv) if the holder or any such other person is not a broker-dealer, it is not engaged in, and does not intend to engage in, the distribution of the Exchange Notes, and (v) the undersigned is not acting on behalf of any persons or entities who cannot truthfully make the foregoing representations. If the undersigned is a broker-dealer, the undersigned makes the representations to the Issuer that are described in the immediately following paragraph. If the undersigned is a person in the United Kingdom, the undersigned represents that its ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business.

The undersigned also acknowledges that the Exchange Offer is being made based on the Issuer's understanding of interpretations of the staff of the Securities and Exchange Commission (the "SEC") contained in *Exxon Capital Holdings Corp.*, SEC no-action letter (available May 13, 1988), *Morgan*

Stanley & Co. Inc., SEC no-action letter (available June 5, 1991) and *Shearman & Sterling*, SEC no-action letter (available July 2, 1993), or similar no-action letters, that the Exchange Notes issued in exchange for the Original Notes pursuant to the Exchange Offer may be offered for resale, resold and otherwise transferred by each holder thereof (other than a broker-dealer who acquires such Exchange Notes directly from the Issuer for resale pursuant to Rule 144A under the Securities Act or any other available exemption under the Securities Act or any such holder that is an affiliate of the Issuer or an affiliate of any Guarantor within the meaning of Rule 405 of the Securities Act), without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such Exchange Notes are acquired in the ordinary course of such holder's business and such holder is not engaged in, and does not intend to engage in, a distribution of such Exchange Notes and has no arrangement or understanding with any person to participate in a distribution of such Exchange Notes. If a holder of the Original Notes is an affiliate of the Issuer or an affiliate of any Guarantor, is not acquiring the Exchange Notes in the ordinary course of its business, is engaged in or intends to engage in a distribution of the Exchange Notes or has any arrangement or understanding with respect to the distribution of the Exchange Notes to be acquired pursuant to the Exchange Offer, such holder (x) may not rely on the applicable interpretations of the staff of the SEC and (y) in the absence of an exception from the position stated immediately above, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the Exchange Notes. If the undersigned is a broker-dealer that will receive the Exchange Notes for its own account in exchange for the Original Notes, it represents that the Original Notes to be exchanged for the Exchange Notes were acquired by it as a result of market-making activities or other trading activities and acknowledges that it will deliver a Prospectus in connection with any resale or transfer of such Exchange Notes; provided, however, that by so acknowledging and by delivering a Prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

In addition, your attention is directed to the following:

1. Exchange Notes will be issued in the same aggregate principal amount as Original Notes accepted in the Exchange Offer. You may instruct us to tender some or all of your Original Notes in the Exchange Offer.

2. The forms and terms of the Exchange Notes are the same in all material respects as the forms and terms of the Original Notes (which they replace), except that the Exchange Notes have been registered under the Securities Act.

3. The Exchange Offer will expire at 5:00 p.m., New York City time on , 2010, unless extended. Tenders of Original Notes may be withdrawn at any time prior to 5:00 p.m., New York City time on the Expiration Date.

4. Notwithstanding any other provisions of the Exchange Offer, or any extension of the Exchange Offer, the Issuer will not be required to accept for exchange, or to exchange any Exchange Notes for, any Original Notes and may terminate the Exchange Offer (whether or not any Original Notes have been accepted for exchange) or may waive any conditions to or amend the Exchange Offer, if any of the conditions described in the Prospectus under "The Exchange Offer—Conditions" have occurred or exist or have not been satisfied.

5. Any transfer taxes applicable to the exchange of Original Notes pursuant to the Exchange Offer will be paid by the Issuer, except as otherwise provided in Instruction 6 of the Letter of Transmittal.

6. If you wish to tender any or all of your Original Notes, we must receive your instructions in ample time to permit us to effect a valid tender on your behalf on or prior to the Expiration Date.

If you wish to have us tender any or all of your Original Notes held by us for your account upon the terms set forth in the Prospectus and Letter of Transmittal, please so instruct us by completing, executing and returning to us the instruction form below. If you authorize the tender of your Original Notes, all such Original Notes will be tendered unless otherwise specified in your instructions below.

YOUR INSTRUCTIONS SHOULD BE FORWARDED TO US IN AMPLE TIME TO PERMIT US TO SUBMIT A TENDER ON YOUR BEHALF ON OR PRIOR TO THE EXPIRATION DATE.

The Exchange Offer is not being made to (nor will tenders of Original Notes be accepted from or on behalf of) holders of Original Notes in any jurisdiction in which the making or acceptance of the Exchange Offer would not be in compliance with the laws of such jurisdiction. However, the Issuer, in its sole discretion, may take such action as it may deem necessary to make the Exchange Offer in any such jurisdiction, and may extend the Exchange Offer to holders of Original Notes in such jurisdiction.

INSTRUCTIONS WITH RESPECT TO THE EXCHANGE OFFER

The undersigned hereby acknowledge(s) receipt of your letter and the enclosed materials referred to therein relating to the Exchange Offer made by Kratos Defense & Security Solutions, Inc. with respect to its Original Notes.

This will instruct you, the registered holder and/or book-entry transfer facility participant, as to the action to be taken by you relating to the Exchange Offer with respect to the Original Notes held by you for the account of the undersigned.

The aggregate face amount of the Original Notes held by you for the account of the undersigned is (fill in amount):

$_____

With respect to the Exchange Offer, the undersigned hereby instructs you (check appropriate box):

o To TENDER the following Original Notes held by you for the account of the undersigned (insert principal amount of Original Notes to be tendered, if any):

$_____

o NOT to TENDER any Original Notes held by you for the account of the undersigned.

If the undersigned instructs you to tender the Original Notes held by you for the account of the undersigned, it is understood that you are authorized to make, on behalf of the undersigned (and the undersigned, by its signature below, hereby makes to you), the representations and warranties contained in the Letter of Transmittal that are to be made with respect to the undersigned as beneficial owner(s), including but not limited to the representations stated above, that (i) any Exchange Notes received by it will be acquired in the ordinary course of its business, (ii) at the time of the commencement and consummation of the Exchange Offer the holder has not entered into any arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Notes in violation of the provisions of the Securities Act, (iii) if the holder is an "affiliate" of the Issuer within the meaning of Rule 405 of the Securities Act, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable to it, (iv) if the holder is not a broker-dealer, it is not engaged in, and does not intend to engage in, the distribution of the Exchange Notes, (v) if the holder is a broker-dealer that will receive Exchange Notes for its own account in exchange for Original Notes that were acquired as a result of market-making activities or other trading activities, it will deliver a Prospectus in connection with any resale of the Exchange Notes and (vi) the undersigned is not acting on behalf of any persons or entities who cannot truthfully make the foregoing representations. By acknowledging that it will deliver and by delivering a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Notes, such broker-dealer is not deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

THE METHOD OF DELIVERY OF THIS DOCUMENT IS AT THE ELECTION AND RISK OF THE UNDERSIGNED. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ASSURE DELIVERY.

SIGN HERE

Name of beneficial owner(s) (please print):

_____

Signature(s): _____

Address: _____

_____

Telephone Number: _____

Taxpayer Identification or Social Security Number:

_____

Date: _____

None of the Original Notes held by us for your account will be tendered unless we receive written instructions from you to do so. Unless a specific contrary instruction is given in the space provided above, your signature(s) hereon shall constitute an instruction to us to tender all the Original Notes held by us for your account.

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