

EXHIBIT 3

**Post Confirmation Entity and NEG Distribution NewCo
Form Documents**

EXHIBIT 3-A

Form of Post Confirmation Entity Agreement

FORM OF POST CONFIRMATION ENTITY AGREEMENT

This Post Confirmation Entity Agreement (the "Agreement") is effective as of the Effective Date among _____ (the "Trustee"), not individually, but solely in the capacity of trustee of the Post Confirmation Entity under the Agreement and Techneglas, Inc., a Delaware corporation and a debtor in possession (the "Debtor") in the case In re Techneglas, Inc., Case No. 04-63788 (the "Chapter 11 Case") filed in the United States Bankruptcy Court for the Southern District of Ohio (the "Bankruptcy Court").

RECITALS

WHEREAS, on September 1, 2004, the Debtor filed a petition for relief under Chapter 11 of title 11 of the Bankruptcy Code in the Bankruptcy Court;

WHEREAS, on October __, 2005, the Bankruptcy Court entered an order pursuant to which it confirmed that certain Joint Plan of Reorganization Pursuant to Chapter 11 of the United States Bankruptcy Code in the Debtor's Chapter 11 Case (the "Plan");

WHEREAS, the Plan provides for a Post Confirmation Entity to hold the Trust Property and make distributions to the Trust Beneficiaries; and

WHEREAS, the Post Confirmation Entity is intended to qualify as a "liquidating trust" under the Internal Revenue Code of 1986 and the regulations promulgated thereunder, specifically Treas. Reg. § 301.7701-4(d), and as such is a "grantor trust" for federal income tax purposes with the Trust Beneficiaries treated as the grantors and owners of the Post Confirmation Estate.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant and agree as follows:

Article 1.

Definitions

Defined Terms. Each term defined in the Plan or the Bankruptcy Code and not otherwise specifically defined herein, shall have the same meaning attributed to it in the Plan or the Bankruptcy Code.

- 1.1 "New Techneglas" shall mean [Techneglas 2005, Inc.].
- 1.2 "Post Confirmation Entity" shall mean the trust created by the Agreement.
- 1.3 "Termination Date" shall mean the date on which the trust established hereunder is terminated as specified in Article 2 hereof.
- 1.4 "Trust Beneficiary" shall mean any Holder of an Allowed Class 3A Claim, any Holder of an Allowed Class 4A Claim, any Holder of an Allowed Class 6A Claim, or any transferee

or assignee of such Allowed Claim (as such terms are defined in the Plan).

1.5 “Trust Interests” shall mean the interests of a Trust Beneficiary.

1.6 “Trust Property” shall mean _____.

Article 2.

Creation of the Post Confirmation Entity

- 2.1 Creation of Post Confirmation Entity. The parties hereto, in compliance with the Plan, hereby constitute and create the Post Confirmation Entity with no intention or objective to continue or engage in the conduct of a trade or business. The Post Confirmation Entity shall engage only in those activities that shall be reasonably necessary to the purposes related to the Post Confirmation Entity as set forth in the Plan and herein and consistent with its objective not to continue or engage in the conduct of a trade or business.
- 2.2 Funding of Post Confirmation Entity; Implementation of Plan. On the Effective Date or as soon as practicable thereafter, pursuant to the Plan, New Techneglas shall transfer the Trust Property to the Post Confirmation Entity for the benefit of the Trust Beneficiaries in accordance with the Plan.
- 2.3 Vesting of Property. The Trust Property hereby vests in the Post Confirmation Entity in accordance with section 1141 of the Bankruptcy Code free and clear of all liens, claims, encumbrances, and Interests, but subject to rights of Trust Beneficiaries.
- (a) Asset Administration. The Post Confirmation Entity shall administer the Trust Property and the proceeds thereof (subject to the terms and conditions of the Plan and the Agreement) from and after the Effective Date with the objective to administer, distribute, and liquidate the same in a manner that balances expeditious administration of such assets with realization of maximum returns to the Trust Beneficiaries.
- (b) Bankruptcy Case Administration. From and after the Effective Date and continuing through the date on which a final decree closing the Debtor’s Chapter 11 Case is entered pursuant to section 350 of the Bankruptcy Code and Bankruptcy Rule 3022, the Post Confirmation Entity shall (subject to the terms and conditions of the Plan and the Agreement) possess the rights of a party in interest pursuant to section 1109(b) of the Bankruptcy Code for all matters arising in, arising under, or related to the Debtor’s Chapter 11 Case, including without limitation, to request that the Bankruptcy Court enter a final decree therein. For all matters arising in, arising under or related to the Debtor’s Chapter 11 Case, the Post Confirmation Entity shall, subject to the terms and conditions of the Plan and the Agreement: (i) have the right to appear and be heard on matters brought before the Bankruptcy Court or other courts of competent jurisdiction; (ii) be entitled to notice and opportunity for hearing; and (iii) participate in all matters brought before the Bankruptcy Court to the extent such matters deal with the Trust Property.
- 2.4 Effectuating Documents; Further Transactions. The Post Confirmation Entity shall be authorized to execute, deliver, file, or record such contracts, instruments, releases,

indentures and other agreements, or documents, and take such other actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

- 2.5 Transfer of Assets. Transfer of the Trust Property to the Post Confirmation Entity, pursuant to and in accordance with the Plan, shall be deemed a transfer to and for the benefit of the Trust Beneficiaries followed by a deemed transfer by the Trust Beneficiaries to the Post Confirmation Entity to hold in trust for the benefit of the Trust Beneficiaries.
- 2.6 Appointment and Acceptance of Trustee. _____ is hereby named, constituted, and appointed as Trustee, subject to the conditions set forth herein and in the Plan, to hold and administer the Trust Property and any proceeds thereof. The Trustee is willing, and does hereby accept the appointment, to act and serve as Trustee of the Post Confirmation Entity and to hold the Trust Property, to administer, liquidate, and distribute the proceeds of the Trust Property, and to administer the Post Confirmation Entity pursuant to the terms of the Plan and the Agreement.
- 2.7 Termination of Trust. The Post Confirmation Entity shall terminate on the fulfillment of the Post Confirmation Entity's purpose by the liquidation and/or distribution of the Trust Property and administration and distribution of all proceeds thereof in accordance with the Plan, which, in any event, must be no later than five years after the Effective Date of the Plan. The duties, responsibilities, and powers of the Trustee will terminate on the date the Post Confirmation Entity is dissolved under applicable law in accordance with the Plan, or by an Order of the Bankruptcy Court, or by entry of a final decree closing the Chapter 11 Case.

Article 3.

Rights, Powers and Duties of Trustee

- 3.1 Acknowledgment of Beneficial Interest. The Trustee hereby acknowledges that, on and after the Effective Date and to the extent that each such Trust Beneficiary is entitled to one or more distributions of the proceeds of the Trust Property pursuant to the terms and conditions of the Plan, the Trust Beneficiaries and their successors and assigns shall have a beneficial interest in the Trust Property. The Trustee shall have only such powers as are granted thereto herein or in the Plan.
- 3.2 Management of Trust. Subject to the terms of and the Plan and the Agreement, the Trustee shall take charge of the Trust Property and shall endeavor to collect, conserve, protect, manage, and liquidate or otherwise convert into Cash all such other property incidental thereto as may hereafter be acquired from time to time under the Agreement. The Trustee will make continuing efforts to dispose of the Trust Property, make timely distributions, and not unduly prolong the duration of the Trust. To this end and subject to the provisions hereof, the Trustee shall manage the affairs of the Post Confirmation Entity, negotiate and enter into agreements binding the Post Confirmation Entity, and execute, acknowledge, and deliver any and all instruments that are necessary, required, or deemed by the Trustee to be advisable in connection with the performance of the Trustee's duties hereunder and

shall have full power and authority to take any action consistent with the purpose and provisions of the Plan. Except as otherwise provided in the Plan or in the Agreement, and without prior or further authorization of the Bankruptcy Court, the Trustee may control and exercise authority over the Trust Property, the acquisition, management, administration, and disposition thereof, and the management and conduct of the business of the Post Confirmation Entity to the same extent as if the Trustee were the sole legal and beneficial owner thereof in his own right. No person dealing with the Post Confirmation Entity shall be obligated to inquire into the authority of the Trustee in connection with the acquisition, management, or disposition of the Trust Property. In connection with the management and use of the Trust Property, the Trustee, without limitation of his power and authority, may do the following:

- (a) accept the Trust Property;
- (b) distribute Cash to the Trust Beneficiaries in accordance with the terms of the Plan and the Agreement;
- (c) administer and manage the Trust Property;
- (d) distribute, at the discretion of the Trustee, the Trust Property or the proceeds thereof to the Trust Beneficiaries in accordance with the terms of the Plan and the Agreement;
- (e) engage in any acts that would constitute ordinary course of business in performing the obligations of a trustee under a trust of this type;
- (f) enforce the rights of the Trust Beneficiaries and represent the Trust Interests with respect to, among other things, the Trust Property and remedies available thereunder, hereunder, under the Plan and under applicable law as a Holder of the Trust Property;
- (g) execute deeds, bills of sale, and other instruments of transfer in connection with the sale, assignment, or transfer of the Trust Property;
- (h) establish bank accounts as necessary or appropriate, draw checks on such bank accounts, and perform such other necessary and appropriate duties with respect to such accounts;
- (i) perform such other responsibilities as may be vested in the Trustee pursuant to the Plan, the Agreement, Bankruptcy Court orders, or as may be necessary and proper to carry out the provisions of the Plan.

3.3 Resolving Claims. Subject to the terms of the Plan and the Agreement, the Trustee shall:

- (a) prosecute, compromise, and settle claims, on behalf of or against the Post Confirmation Entity; and
- (b) sue on or defend, compromise, adjust, arbitrate, abandon, or otherwise deal with and settle claims in favor of or against the Post Confirmation Entity as the Trustee shall deem necessary, subject to the limitations of the Plan.

- 3.4 Investments. Except as otherwise provided in the Agreement, the Trustee shall hold all moneys of the Post Confirmation Entity in segregated accounts established on the books of the Trustee in Cash and may invest only in demand and time deposits, such as short-term certificates of deposit, in banks or other savings institutions, or other temporary, liquid investments, such as Treasury bills.
- 3.5 Trust Distributions. The Trust shall distribute at least annually to the Trust Beneficiaries its net income plus all net proceeds from the sale of assets, except that the Trust may retain an amount of net proceeds or net income reasonably necessary to maintain the value of its assets or to meet claims and contingent liabilities (including disputed claims).
- 3.6 Professionals. The Post Confirmation Entity may retain personnel or professionals (including, without limitation, legal counsel, financial advisors, or other agents) as it reasonably deems appropriate and compensate such personnel and professionals without prior approval of the Bankruptcy Court but with the prior written approval of New Techneglas, which shall not be unreasonably withheld; provided, however, that all such personnel and professionals shall provide counsel for New Techneglas with copies of all statements for services rendered to the Post Confirmation Entity at the same time such statements are provided to the Post Confirmation Entity. Personnel and professionals retained need not be “disinterested” as that term is defined in the Bankruptcy Code.
- 3.7 Compensation and Reimbursement. The Trustee, the Trustee’s employees, and the Trustee’s professionals shall be entitled to receive reasonable compensation for services rendered on behalf of the Post Confirmation Entity as follows: (a) in the case of the Trustee, as approved by New Techneglas (or by the Bankruptcy Court if such approval is not obtained); (b) in the case of the Post Confirmation Entity’s employees, as approved by the Trustee; and (c) in the case of the Post Confirmation Entity’s professionals, as approved by the Trustee.
- (a) All compensation and other amounts payable to the Trustee, the employees, and the Post Confirmation Entity’s professionals shall be paid from the assets of the Post Confirmation Entity in priority to all payments to be made under the Plan. If the Cash in the Post Confirmation Entity shall be insufficient to compensate and reimburse the Trustee, the employees, or the Post Confirmation Entity’s professionals, as the case may be, for any amounts to which they are entitled hereunder, then the Trustee is hereby authorized to reduce to Cash that portion of the Trust Property necessary so as to effect such compensation and reimbursement.
- (b) The Post Confirmation Entity shall reimburse the Trustee, the employees, and the Post Confirmation Entity’s professionals, for the actual, reasonable out-of-pocket expenses incurred by them, including, without limitation, necessary travel, lodging, postage, telephone, and facsimile charges upon receipt of periodic billings.
- 3.8 Final Distribution Report. The Post Confirmation Entity shall prepare and file with the Bankruptcy Court a final report no later than thirty days after making the final distribution under the Plan. The report shall disclose the total amount distributed under the Plan and pursuant to the terms and conditions of the Agreement.

Article 4.

Conduct of the Trustee

- 4.1 Exercise of Duties and Responsibilities. The Trustee shall exercise the rights and powers vested in the Trustee under the Plan and the Agreement and use the same degree of care and skill in the exercise of such rights and powers as a prudent person would exercise or use under such circumstances in the administration of such person's own affairs. The Trustee shall not be personally liable in connection with the affairs of the Post Confirmation Entity to any Trust Beneficiary, the Post Confirmation Entity, or any other entity; provided, however, that no provision of the Plan or the Agreement shall be construed to relieve the Trustee from liability for the Trustee's own gross negligence in acting or failing to act, or his own willful misconduct or fraud.
- 4.2 Removal. The Trustee may be removed from office upon motion by a Trust Beneficiary or New Techneglas and a finding by the Bankruptcy Court of fraud or willful misconduct by the Trustee or of the Trustee's physical or mental disability.
- 4.3 Appointment of Successor Trustee. In the event of the death, incompetency, resignation, or removal of the Trustee, the Directors appointed to the Board of New Techneglas or the successors of those directors, as appropriate, shall appoint a successor Trustee by majority vote.
- 4.4 Indemnification. Except in those situations in which the Trustee is not exonerated of personal liability as set forth herein, the Trustee shall be defended, held harmless, and indemnified by the Post Confirmation Entity against any and all losses, claims, costs, expenses, and liabilities, including legal fees and expenses, and any costs of defending any action to which the Trustee may be subject in connection with any action, suit, proceeding, or investigation brought or threatened against the Trustee in the Trustee's capacity as Trustee or in any matter arising out of or related to the Agreement or the affairs of the Post Confirmation Entity.
- 4.5 No Liability for Acts of Predecessors. The Trustee shall not in any way be responsible for the acts or omissions of the Debtor, New Techneglas or officers, directors, agents, predecessors, or successors thereof.
- 4.6 No Personal Obligation for Trust Liabilities. Entities shall look only to the Trust Property and proceeds thereof to satisfy any liability incurred by the Trustee to such person in carrying out the terms of the Agreement, and the Trustee shall have no personal, individual obligation to satisfy such liability except to the extent that such liability arises from the Trustee's gross negligence in acting or failing to act, or the Trustee's willful misconduct or fraud.

Article 5.

Rights, Powers and Duties of Trust Beneficiaries

- 5.1 Absolute Owners. The Trustee may deem and treat each applicable Trust Beneficiary of

record as the absolute owner of the corresponding Trust Interests for the purpose of receiving distributions and payments thereon or on account thereof and for all other purposes.

- 5.2 Record Date. The date of record for determining entitlement of any holder of a Trust Interest to any payments shall be as set forth in the Plan.
- 5.3 Interest Beneficial Only. The ownership of a beneficial interest hereunder shall not entitle any Trust Beneficiary to any title in or to the Trust Property as such or to any right to call for a partition or division of same.
- 5.4 Preservation of Privilege. In connection with the rights, claims, and Causes of Action that constitute the Trust Property, any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Post Confirmation Entity shall vest in the Post Confirmation Entity and its representatives, and the Debtor and the Trustee are authorized to take all necessary actions to effectuate the transfer of such privileges. For the avoidance of doubt, neither the Trustee nor the Post Confirmation Entity shall be treated as a successor for any purpose to the Debtor or its estate.

Article 6.

Tax Matters

- 6.1 Income Tax Status. For purposes of the Internal Revenue Code of 1986, the Debtor shall be deemed to have transferred the Trust Property to the Trust Beneficiaries, and thereupon the Trust Beneficiaries shall be deemed to have transferred the Trust Property to the Post Confirmation Entity. For all federal income tax purposes, consistent valuations shall be used by the Post Confirmation Entity and the Trust Beneficiaries for the Trust Property. The Trust Beneficiaries are required under the Plan and hereunder in their tax returns to value the Trust Property for federal income tax purposes in a manner consistent with the valuation provided by the Post Confirmation Entity in its tax returns. The determination of the Post Confirmation Entity with respect to such matters as reflected in its tax returns as well as the ratable gains, income, and expenses allocable to each Trust Beneficiary as reflected in the required tax returns described herein shall be final and binding on all Trust Beneficiaries. The Post Confirmation Entity is intended to be treated as a liquidating trust pursuant to Treasury Regulations § 301.7701-4(d), and as a grantor trust subject to the provisions of the Internal Revenue Code of 1986, owned by the Trust Beneficiaries as grantors. Any items of income, deduction, credit, or loss of the Post Confirmation Entity shall be allocated for federal income tax purposes among the Trust Beneficiaries pro-rata on the basis of their beneficial interests. The Trustee is authorized to take any action that may be necessary or appropriate or minimize any potential tax liability of the Trust Beneficiaries arising out of the operations of the Post Confirmation Entity.
- 6.2 Tax Returns and Reports. To the extent required, the Trustee shall cause to be prepared and filed an annual information tax return Form 1041 with the Internal Revenue Service with a schedule attached showing the item of income, deduction, and credit attributable to

the Post Confirmation Entity and detailing the allocation of such terms of income, deduction, and credit among the Trust Beneficiaries as required pursuant to the Form 1041 instructions for grantor trusts. In addition, the Trustee shall cause to be prepared and filed in a timely manner, such other state or local tax returns as are required by applicable law by virtue of the existence and operation of the Post Confirmation Entity and shall pay any taxes shown as due thereon.

- 6.3 Withholding. The Trustee may withhold from the amount distributable from the Post Confirmation Entity at any time such sums as may be sufficient to pay any taxes or other charges which have been or may be imposed on the distributee or upon the Post Confirmation Entity with respect to the amount distributable or to be distributed under the income tax laws of the United States or any state or political subdivision or entity by reason of any distribution provided for any law, regulation, rule, ruling, directive, or other governmental requirement.
- 6.4 Tax Year. Unless otherwise required by Internal Revenue Code of 1986, the taxable year of the Post Confirmation Entity shall be the calendar year.

Article 7.

Miscellaneous

- 7.1 Notices. All communications and notices provided for in the Agreement shall be in writing and addressed, as applicable, at the following address:

Trustee:	[Trustee] [Street Address] [City, State Zip] Facsimile: [Facsimile]
Debtor:	Techneglas, Inc. 727 E. Jenkins Avenue Columbus, Ohio 43207 Facsimile: (614) 455-4702 Attn: Joseph Schaeufele
with a copy to:	Kirkland & Ellis LLP 200 East Randolph Drive Chicago, Illinois 60601 Facsimile: (312) 861-2200 Attn: David L. Eaton, Esq.

Notices given by facsimile, hand delivery, or overnight delivery shall be deemed given upon delivery, and notices by mail shall be deemed given on the third business day following deposit into the United States mail.

All communications and notices provided to the Trust Beneficiaries under the

Agreement shall be in writing and addressed to the Trust Beneficiaries at their registered addresses, as may be amended in writing from time to time. Any notice, if properly addressed, shall be deemed given upon the third business day after placement in the United States mail, first class postage prepaid. The Trustee may rely on the addresses of the Trust Beneficiaries provided by the Debtor or New Techneglas, as appropriate.

- 7.2 Applicable Law. The Post Confirmation Entity created herein shall be construed, regulated and administered under the laws of the State of Delaware and the United States of America, provided that the Post Confirmation Entity and any interpretation or enforcement of the provisions of the Agreement shall be subject to the jurisdiction of the Bankruptcy Court, as provided in the Plan.
- 7.3 Relationship Created. The only relationship created by this Post Confirmation Entity is the trustee-beneficiary relationship between the Post Confirmation Entity and the Trust Beneficiaries. No other relationship or liability is created, and nothing herein shall be construed so as to constitute an association, partnership, or joint venture of any kind between or among the Trustee, the Trust Beneficiaries, or the parties to the Agreement.
- 7.4 Modification. The Agreement shall not be modified without further order of the Bankruptcy Court after notice to the Trust Beneficiaries and the other parties hereto and a hearing. Upon motion of the Trustee or New Techneglas, the Bankruptcy Court or other court of competent jurisdiction may approve, without notice to the Trust Beneficiaries, technical modifications to the Agreement, which do not adversely affect the rights or interests of the Trust Beneficiaries, or which conform the terms of the Agreement to the terms of the Plan.
- 7.5 Severability. Any provision of the Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent such provision is unenforceable without invalidating the remaining provisions of the Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.
- 7.6 Interpretation. The various headings of the Agreement are inserted for convenience only and shall not affect the meaning or interpretation of the Agreement. In the event of any conflict between the terms of the Plan and the Agreement, the terms of the Plan shall govern.
- 7.7 Entire Agreement. This Agreement (together with the Plan) constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior agreements and understandings of the parties, oral and written, with respect to its subject matter.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the
dates first written below.

TECHNEGLAS, INC.

By: _____

Position: _____

Date: _____

TRUSTEE OF THE POST CONFIRMATION ENTITY

By: _____

Date: _____

EXHIBIT 3-B

Form of Certificate of Incorporation for NEG Distribution NewCo

**CERTIFICATE OF INCORPORATION
OF
[TECHNEGLAS 2005, INC.]**

ARTICLE ONE

The name of the corporation is [Techneglas 2005, Inc.].

ARTICLE TWO

The address of the corporation's registered office in the State of Delaware is 32 Lookerman Square, Suite L-100, in the City of Dover, County of Kent, 19901. The name of its registered agent at such address is National Registered Agents, Inc.

ARTICLE THREE

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 the State of Delaware.

ARTICLE FOUR

The total number of shares of stock which the corporation has authority to issue is twenty thousand (20,000) shares of Common Stock, par value one cent (\$0.01) per share.

Notwithstanding any other provisions contained herein to the contrary, the corporation shall not issue nonvoting equity securities. This prohibition on the issuance of nonvoting equity securities is included in this Certificate of Incorporation in compliance with Section 1123(a)(6) of the Bankruptcy Code (11 U.S.C. 1123(a)(6)).

ARTICLE FIVE

The name and mailing address of the sole incorporator are as follows:

NAME AND MAILING ADDRESS

Joseph Schaeufele
[Address 1]
[Address 2]

ARTICLE SIX

The corporation is to have perpetual existence.

ARTICLE SEVEN

In furtherance and not in limitation of the powers conferred by statute, the board of directors of the corporation is expressly authorized to make, alter or repeal the by-laws of the corporation.

ARTICLE EIGHT

Meetings of stockholders may be held within or without the State of Delaware, as the by-laws of the corporation may provide. The books of the corporation may be kept 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 by-laws of the corporation. Election of directors need not be by written ballot unless the by-laws of the corporation so provide.

ARTICLE NINE

To the fullest extent permitted by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended, a director of this corporation shall not be liable to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director. Any repeal or modification of this ARTICLE NINE shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

ARTICLE TEN

Every person who was or is an officer, employee or agent of the corporation or was or is serving at the request of the corporation as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, or any other person connected with the business of the corporation who the board of directors may designate, may, in the discretion of the board of directors, be indemnified by the corporation against all liability and expenses actually and reasonably incurred by such person in connection with or resulting from any action, suit or proceeding in which such person may become involved, as a party or otherwise, by reason of such person's having been or being an officer, employee or agent of the corporation or a director, officer, employee or agent of such other corporation, partnership, joint venture, trust or other enterprise, or by reason of such person's connection with the business of the corporation (including, without limitation, any suit brought by or in the name of the corporation to recover an advancement of expenses made by the corporation pursuant to an undertaking or otherwise), provided (a) that such action, suit or proceeding is prosecuted to a final determination and such person defends successfully on the merits or otherwise or, (b) in the absence of such a final determination in such person's favor, that the corporation determines that such person 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, that such person had no reasonable cause to believe his conduct was unlawful. The determinations contemplated by subclause (b) of the preceding sentence shall be made, with respect to a person who is a director or officer at the time of such determination, (i) by the board of directors by a majority vote of the directors not parties to such action, suit or proceeding, even though less than a quorum, or (ii) by a committee of such directors designated by a majority vote of such directors, even though less than a quorum, or (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (iv) by the stockholders. If a person meets the requirements set forth in the proviso clause of the first sentence of this paragraph with respect to some matters in an action, suit or proceeding, but not with respect to others, he may be entitled to indemnification as to the former. The provisions of this paragraph are in addition to, and not by way of limitation of, the provisions of the second and third paragraphs of this ARTICLE TEN.

To the extent that a former or present Qualifying Person or officer of the corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in the first paragraph of this ARTICLE TEN, or in defense of any claim, issue or matter therein, or in any action, suit or proceeding brought by such person to enforce a right to indemnification or to advancement of expenses hereunder, such person shall be indemnified against expenses actually and reasonably incurred by such person in connection therewith. The provisions of this paragraph are in addition to, and not by way of limitation of, the provisions of first and third paragraphs of this ARTICLE TEN.

Every person who was or is a Qualifying Person of the corporation shall be indemnified by the corporation against all liability and expenses actually and reasonably incurred by such person in connection with or resulting from any action, suit or proceeding in which such person may become involved, as a party or otherwise, by reason of such person's having been or being a Qualifying Person, or by reason of such person's connection with the business of the corporation, provided that the corporation determines that such person 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, that such person had no reasonable cause to believe his conduct was unlawful. Notwithstanding the provisions of the foregoing sentence, except as provided in the second paragraph of this ARTICLE TEN with respect to actions, suits and proceedings to enforce rights to indemnification or advancement of expenses, the corporation shall be required to indemnify a Qualifying Person in connection with an action, suit or proceeding (or part thereof) initiated by such Qualifying Person only if such action, suit or proceeding (or part thereof) was authorized by the board of directors. The determinations contemplated by the proviso clause of the first sentence of this paragraph shall be made, with respect to a person who is a director or officer at the time of such determination, (a) by the board of directors by a majority vote of the directors who are not parties to such action, suit or proceedings, even though less than a quorum, or (b) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, or (c) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (d) by the stockholders. If a Qualifying Person meets the requirements set forth in the proviso clause of the first sentence of this paragraph with respect to some matters in an action, suit or proceeding, but not with respect to others, he shall be entitled to indemnification as to the former. The provisions of this paragraph are in addition to, and not by way of limitation of, the provisions of the first two paragraphs of this ARTICLE TEN.

Advances against expenses may be made by the corporation on terms fixed by the board of directors subject to an obligation to repay if indemnification proves unwarranted. Expenses actually and reasonably incurred by a person in defending any action, suit or proceeding in which such person is involved as a party or otherwise by reason of such person's having been or being a Qualifying Person or in any action, suit or proceeding brought by such person to enforce a right to indemnification or to advancement of expenses hereunder 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 such person to repay such amounts if it is ultimately determined that such person is not entitled to be indemnified by the corporation.

The indemnification provided by this ARTICLE TEN shall not be deemed exclusive of any other rights to which any person seeking indemnification may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to hold the office entitling him to indemnification hereunder and shall inure to the benefit of the heirs, executors and administrators of such a person. This ARTICLE TEN shall not be construed to authorize indemnification in any case or for any liability or expense where such indemnification would not be lawful. This ARTICLE TEN shall be applicable to actions, suits or proceedings made or commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after the adoption hereof.

The corporation may purchase and maintain insurance on behalf of any person who was or is a director, officer, employee or agent of the corporation or of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the corporation, or on behalf of any person connected with the business of the corporation, against all liability and expenses incurred by him in any such capacity, or arising out of his status as such, whether or not such person may have a right to be indemnified by the corporation against such liability and expenses under this ARTICLE TEN.

For the purposes of this ARTICLE TEN: (a) "expenses" includes, but is not limited to, fees and disbursements of legal counsel; (b) "liability" includes amounts of any judgment, fine or penalty, and reasonable amounts paid in settlement; (c) "action, suit or proceeding" (unless otherwise limited) includes every claim, action, suit or proceeding, whether civil or criminal, derivative or otherwise, administrative or

investigative, and any appeal relating thereto, and any reasonable apprehension or threat of any such action, suit or proceeding; (d) references to "other enterprises" includes employee benefit plans, references to "fines" includes any excise taxes assessed on a person with respect to any employee benefit plan, references to "serving at the request of the corporation" includes any 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 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;" (e) "Qualifying Person" means a person who was or is (i) a director of the corporation or (ii) an officer of the corporation simultaneously with holding office as a director of the corporation or (iii) a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise at the request of the corporation simultaneously with holding office as a director of the corporation; and (f) 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 conduct of the person seeking indemnification did not meet the standard of conduct set forth the proviso clauses of the first sentences of the first and third paragraphs of this ARTICLE TEN.

ARTICLE ELEVEN

The corporation expressly elects not to be governed by §203 of the General Corporation Law of the State of Delaware.

ARTICLE TWELVE

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 herein and by the laws of the State of Delaware, and all rights conferred upon stockholders herein are granted subject to this reservation.

I, THE UNDERSIGNED, being the sole 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 stated herein are true, and accordingly have hereunto set my hand on the _____ day of _____, 2005.

Joseph Schaeufele
Sole Incorporator

EXHIBIT 3-C

Form of Bylaws for NEG Distribution NewCo

[TECHNEGLAS 2005, INC.]

BY-LAWS

ARTICLE I

OFFICES

Section 1.

The registered office of the Corporation shall be at 32 Lookerman Square, Suite L-100, in the City of Dover, County of Kent, State of Delaware 19901 and the registered agent of the Corporation at such address shall be National Registered Agents, Inc.

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.

All meetings of the stockholders shall be held at any place within or without the State of Delaware as shall be designated from time to time 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.

An annual meeting of stockholders shall be held each year on a date and at 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.

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 be broken by the withdrawal of enough votes to leave less than a quorum and the votes present shall not 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 (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 thereat.

Section 4.

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 law, or the Certificate of Incorporation, or these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of such 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 subscribed by such stockholder and bearing a date not more than three (3) 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 (1) 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 majority 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 at the request in writing of stockholders owning forty percent (40%) in amount of the entire outstanding 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 fourteen (14) nor more than sixty (60) days before the date of the meeting.

Notice is given when sent by telex or facsimile, costs prepaid, directed to the stockholder at his address as it appears on the records of the Corporation.

Section 8.

The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the 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 majority written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III

DIRECTORS

Section 1.

The board of directors shall consist of seven (7) directors, unless otherwise specified by resolution of the board of 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 III, 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 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 the majority vote of the directors then in office, provided that the number of directors then in office is not less than a majority of the authorized number of directors (as constituted immediately prior to any such increase). 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, 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 authorized number of directors (as constituted immediately prior to any such increase) or the majority vote of the directors then in office cannot be obtained, (a) the stockholders shall have the right to vote for such directors, and shall hold an election to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors

then in office, and (b) the Court of Chancery may, upon application of any stockholder or stockholders holding at least ten (10) 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 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 By-Laws 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 statute or by the Certificate of Incorporation or by these By-Laws directed or required to be exercised or done by the stockholders. Without limiting the foregoing, the board of directors shall have the power to do, and the officers and employees of the Corporation shall not, without express resolution of the board of directors, have the power to do, the following:

- (i) Approve audited financial statements, operating budgets and strategic plans as shown on profit and loss statements, balance sheets, cash flow statements and capital spending plans;
- (ii) Appoint certified independent public accountants to audit the Corporation's books;
- (iii) Enter into loan agreements or otherwise borrow funds on behalf of the Corporation, or guarantee any debt, provided, however, that the officers of the Corporation shall have the power and authority to (a) enter into short-term loan agreements or otherwise borrow funds on behalf of the Corporation on a short-term basis, and (b) enter into transactions renewing, extending or amending, on

substantially similar terms, loans or loan agreements theretofore obtained or entered into in accordance with these By-Laws;

- (iv) Acquire, lease or dispose of television glass products manufacturing-related equipment that embodies proprietary technology of Nippon Electric Glass Company Ltd. or the Corporation;
- (v) Acquire material proprietary rights, including but not limited to patents, know-how and licenses;
- (vi) Determine charitable donations exceeding \$50,000 and membership in various organizations with annual membership fees exceeding \$50,000;
- (vii) Approve the service by directors, officers or employees of the Corporation as officers or directors in other for-profit corporations;
- (viii) Approve any single transaction or series of related transactions involving acquisitions or dispositions of assets in an aggregate amount of \$500,000 or more; provided, however, that the officers of the Corporation shall have the power and authority to approve any and all transactions, regardless of amount, that have been approved by the board of directors by virtue of their having been included in the capital budget, operating budget, or the strategic plan of the Corporation, as the same shall have been approved by the board of directors and as the same may be modified by action of the board of directors from time to time; and provided, further, that the officers of the Corporation shall have the power and authority, in the exercise of their reasonable discretion, to approve and authorize changes in or substitutions for particular transactions within an approved project or in or for particular portions of such a project, so long as such changes or substitutions are

within the overall scope of the approved project and within the approved total expenditures for the capital budget, the operating budget, or the strategic plan, depending on which plan is the most current;

- (ix) Appoint or remove officers;
- (x) Approve any material agreements with third parties, including but not limited to any agreements (a) to license the Corporation's technology or know-how, (b) to obtain a license for technology or know-how, or (c) with respect to plant sales, joint ventures or joint research and development;
- (xi) Issue and determine the consideration for stocks, bonds, convertible bonds, warrants, stock options, convertible stock and any other securities, and designate lead underwriters;
- (xii) Authorize or propose to the stockholders for their vote if required by law, any recapitalizations, stock splits, changes in the authorized capital or in the par value of stock, or similar transactions;
- (xiii) Transfer or permanently shut down or terminate any material operations of the Corporation;
- (xiv) Incorporate subsidiaries or make investments in other corporations or partnerships;
- (xv) Establish, terminate or modify business divisions within the Corporation;
- (xvi) File any material lawsuit or action, or approve any material settlement or consent to any judgment, lawsuit, governmental proceeding or other action; and
- (xvii) Consent to any activity to be engaged in by any director or officer of the Corporation or any other corporation, partnership, association, or by any other

organization in which one or more of the Corporation's directors or officers are directors or officers, or have a financial interest, when such activity might, in the absence of consent, be deemed to give rise to rights on the part of the Corporation or its stockholders against such director, officer, corporation, partnership, association or other organization.

MEETINGS OF THE BOARD OF DIRECTORS

Section 4.

The directors may hold their meetings and have one or more offices, and keep the books of the Corporation outside of 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 maybe called by the chairman of the board or the president on ninety-six (96) hours' notice to each director, either personally or by telex or facsimile, cost prepaid; special meetings shall be called by the president or the secretary in like manner and on like notice on the written request of three (3) directors.

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 a majority of the authorized number of directors 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 announcement at the meeting, until a quorum shall be present.

Section 8.

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 of directors 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 of directors or committee.

Section 9.

Unless otherwise restricted by the Certificate of Incorporation or 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 pursuant to 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.

COMMITTEES OF DIRECTORS

Section 10.

The board of directors may, by resolution adopted by a majority vote of the authorized number of directors, designate one or more committees, each such committee to consist of two (2) or more of the directors of the Corporation. The board of directors 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, by resolution adopted by a majority

vote of the authorized number of directors, 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 a 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 (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, fix the designations and any of the preferences or rights of such shares relating to dividends, redemption, dissolution if 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), 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, By-Laws, or the Certificate of Incorporation expressly so provide, no such committee shall have the power or authority to declare a dividend, authorize the issuance of stock, or adopt a Certificate of Ownership and Merger.

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.

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 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.

INDEMNIFICATION

Section 13.

The Corporation shall 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 a director, officer or employee of the Corporation or is or was serving at the request of the Corporation on any committee of the Corporation, or while a director, officer or employee of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, 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 full extent permitted by applicable law. Expenses incurred by a person who is or was a director or officer of the Corporation in appearing at, participating in or defending any such action, suit or proceeding shall be paid by the Corporation at reasonable intervals 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 is not entitled to be indemnified by the Corporation as authorized by this Section 13. If a claim under this Section 13 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 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 or other applicable 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 has met the applicable standard of conduct set forth in the Delaware General Corporation Law or other applicable 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. The rights to indemnification and to advancement of expenses contained in this Section 13 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Corporation's Certificate of Incorporation or these By-Laws, agreement, vote of stockholders or disinterested directors or otherwise.

ARTICLE IV

OFFICERS

Section 1.

The officers of the Corporation shall be chosen by the board of directors and shall include a president, a vice president and a secretary. 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, additional vice presidents, one or more assistant secretaries, a treasurer, one or more assistant treasurers, and such other officers as may be chosen in accordance with the provisions of Section 3 of this Article IV. In the event there are two or more vice presidents, then one or more may be designated as executive vice president, senior vice president, vice president marketing, 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 elect or 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 in their stead. Any officer elected or appointed by the board of directors may be removed at any time, either with or without cause, by the board of directors. If the office of any officer or officers becomes vacant for any reason, the vacancy may be filled by the board of directors.

CHAIRMAN OF THE BOARD**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 of the stockholders and exercise and perform such other powers and duties as maybe 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.

PRESIDENT**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 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.

VICE PRESIDENTS

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.

SECRETARY AND ASSISTANT SECRETARIES

Section 9.

The secretary shall record the proceedings of the meetings of the stockholders and directors 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. He shall keep in safe custody the seal of the Corporation, and affix the same to any instrument requiring it, and where 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.

TREASURER AND ASSISTANT TREASURERS

Section 11.

The treasurer, if such an officer is elected or appointed, 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.

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.

EXECUTION OF DOCUMENTS

Section 13.

All deeds, mortgages, bonds, contracts, and other instruments may be executed on behalf of the Corporation by the president or any vice president, or by any other person or persons designated from time to time by the board of directors.

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 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.

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 qualifications, 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.

LOST, STOLEN OR DESTROYED CERTIFICATES

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.

TRANSFERS OF STOCK

Section 5.

Upon surrender to the Corporation, or any transfer agent of the Corporation selected by the board of directors, 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.

FIXING RECORD DATE

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 (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) 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 director's may fix a new record date for the adjourned meeting.

REGISTERED STOCKHOLDERS

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

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 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.

CHECKS; DEPOSITS

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.

All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation or otherwise as the board of directors or the chief executive officer, the president or the treasurer shall direct, in such banks, trust companies or other depositories as the board of directors may select, or as may be selected by any officer or officers or agent or agents

of the Corporation to whom power in that respect shall have been delegated by the board of directors. For the purpose of deposit and collection for the account of the Corporation, checks, drafts and other orders for the payment of money which are payable to the order of the Corporation may be endorsed, assigned and delivered by any officer of the Corporation.

FISCAL YEAR

Section 5.

The fiscal year of the Corporation shall be the calendar year.

CORPORATE SEAL

Section 6.

The corporate seal shall have inscribed thereon the name of the Corporation 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.

NOTICES

Section 7.

Whenever, under the provisions of the Certificate of Incorporation or of these By-Laws or as required by law, 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 telex or facsimile addressed to such director or stockholder, at his address as it appears on the records of the Corporation, with costs thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be sent.

Section 8.

Whenever any notice is required to be given by law or under the provisions 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 VII

INTERESTED OFFICERS OR DIRECTORS

No contract or transaction between this Corporation and one or more of its directors or officers, or between this 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 or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if:

- (i) The material facts as to his 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
- (ii) The material facts as to his relationship or interest 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
- (iii) 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.

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 authorized the contract or transaction.

ARTICLE VIII

AMENDMENTS

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, subject to any provisions in the Certificate of Incorporation which might pertain, 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.