

AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP
OF
CEBRIDGE ACQUISITION, L.P.

This AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP of CEBRIDGE ACQUISITION, L.P. (the “**Partnership**”), made as of this 5th day of May, 2006, among CEBRIDGE GENERAL, LLC, as general partner (the “**General Partner**”) of the Partnership, and CEBRIDGE LIMITED, LLC, as limited partner (the “**Limited Partner**” and sometimes referred to herein collectively with the General Partner as the “**Partners**”).

WITNESSETH:

WHEREAS, the parties hereto have heretofore formed a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act (the “Act”); and

WHEREAS, each Partner will make certain capital contributions to the Partnership in exchange for the partnership interest in the Partnership (“Partnership Interest”) set forth opposite their respective name on Schedule I attached hereto.

NOW THEREFORE, in consideration of the premises and agreements herein contained, the Partners hereby agree as follows:

ARTICLE I

THE PARTNERSHIP

SECTION 1.1 Formation; Partnership Name. The Partnership was formed as a Delaware Limited Partnership pursuant to the Act. The name of the Partnership is “Cebriage Acquisition, L.P.”. All business of the Partnership shall be conducted under such name and such name shall be used at all times in connection with the Partnership’s business and affairs.

SECTION 1.2 Office; Registered Agent. The Partnership shall maintain a registered office in Delaware at, and the name and address of the Partnership’s registered agent in Delaware is, The Corporation Trust Company, 1209 Orange Street, County of New Castle, Wilmington, Delaware 19801. The principal place of business of the Partnership shall be 12444 Powerscourt Drive, Suite 450, St. Louis, Missouri 63131, or at such other place or places as the General Partner may designate.

SECTION 1.3 Purposes and Powers of the Partnership. The Partnership is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Partnership is, engaging in any lawful act or activity for which limited

partnerships may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

SECTION 1.4 Term. The term of the Partnership shall continue until the earliest of (a) the date of the disposition of all or substantially all of the assets of the Partnership, and the receipt of all the consideration thereof; (b) such other date as shall be agreed to in writing by all of the Partners; or (c) the date upon which shall occur any other circumstance that, by law or this Agreement, would require that the Partnership be terminated.

ARTICLE II

CAPITAL CONTRIBUTIONS AND ADDITIONAL FUNDS

SECTION 2.1 Initial Capital Contribution. Each of the Partners has made such initial capital contribution in cash to the Partnership ("Initial Capital Contribution") as is set forth on Schedule II hereto. Except for the Initial Capital Contribution, no Partner shall be required to make any additional capital contributions ("Capital Contributions") to the Partnership.

SECTION 2.2 Withdrawal of Capital. No Partner shall have the right to withdraw any part of its Capital Contribution to the Partnership prior to the liquidation and termination of the Partnership pursuant to Article VIII hereof. No Partner shall have priority over any other Partner either as to return of its Capital Contribution or as to compensation by way of income.

SECTION 2.3 Interest. No Partner shall receive any interest on its Capital Contribution to the Partnership.

SECTION 2.4 Partnership Interests. As of the date of this Agreement, the Partnership Interest of each Partner is as set forth on Schedule I attached hereto, which Schedule I shall be amended from time to time to reflect changes in the Partnership Interest of each Partner resulting from additional Capital Contributions made by such Partner with consent of the General Partner and/or liquidating distributions made to such Partner.

ARTICLE III

TITLE TO THE ASSETS OF THE PARTNERSHIP

SECTION 3.1 Title to Partnership Assets. Title to the Partnership's assets shall be held in the name of the Partnership.

ARTICLE IV

THE GENERAL PARTNER; CONDUCT OF BUSINESS; POWERS; OTHER ACTIVITIES

SECTION 4.1 Management. (a) The business and affairs of the Partnership shall be conducted and managed solely by the General Partner. All decisions with respect thereto and

with respect to the business and affairs of the Partnership in general shall be made by the General Partner.

(b) Subject to the limitations imposed by this Agreement and the Act, the General Partner is authorized, in the furtherance of the business of the Partnership, to make decisions, take actions and enter into and perform contracts of any kind necessary or incidental to the Partnership's business, including, without limitation, employing such persons, agents and nominees as the General Partner deems necessary or advisable.

SECTION 4.2 Duties. The General Partner shall devote such time and attention to the business and affairs of the Partnership as is reasonably necessary to manage the Partnership's business in the best interests of the Partnership, but it is understood that the General Partner has other business interests and therefore shall not be obligated to devote its time exclusively to the business of the Partnership.

ARTICLE V

ACCOUNTING AND REPORTING PROVISIONS

SECTION 5.1 Fiscal Year. The fiscal year ("Fiscal Year") of the Partnership shall end on December 31st.

SECTION 5.2 Books and Accounts. Complete and accurate books and accounts shall be kept and maintained for the Partnership at the principal place of business of the Partnership on such basis as shall be determined by the General Partner. Books and records for tax purposes shall also be kept on the cash basis or on such other basis as shall be determined by the General Partner. Each Partner or its or his duly authorized representative, at its or his own expense, shall at all reasonable times have access to, and may inspect and copy, such books and accounts and other records of the Partnership

SECTION 5.3 Financial Reports. The Partnership shall transmit to each Partner in a timely manner after the end of each year information necessary for the preparation of each Partner's federal, state and local tax returns, including each Partner's pro rata share of income, credit and deductions for such fiscal year.

ARTICLE VI

TRANSFERS

(a) No Partner shall voluntarily transfer, assign, sell or exchange all or any portion of its, his or her Partnership Interest in the Partnership without the prior written consent of the General Partner.

(b) Each transferring Partner shall cause its transferee to execute any and all documents requested by the General Partner to effectuate the transfer, which may include this Agreement and documents of assignment and assumption. Each transferee must assume all obligations of the transferor hereunder and the transferor shall remain liable for all obligations of the transferee.

(c) For the purposes of this Agreement, unless the context otherwise requires, any successor Partner, upon compliance with the provisions of this Article VI and its or his admission as a Partner, shall be included within the meaning of the term "Partner".

ARTICLE VII

DISTRIBUTIONS AND ALLOCATIONS

SECTION 7.1 Establishment and Maintenance of Capital Accounts. The Partnership shall maintain a capital account ("Capital Account") for each Partner in compliance with Section 704 of the Internal Revenue Code of 1986, as amended (the "Code") and the Regulations thereunder.

SECTION 7.2 Allocations and Distributions. All allocations and distributions of Net Cash Flow shall be made to the Partners, in accordance with each Partner's Partnership Interest set forth on Schedule I, in such amounts and at such times as the General Partner shall determine.

SECTION 7.3 Elections. Except as otherwise expressly provided herein, all elections required or permitted to be made by the Partnership under the Code or other applicable tax law, and all decisions with respect to the calculation of its taxable income or tax loss under the Code or other applicable tax law, shall be made in such manner as may be reasonably determined by the General Partner.

SECTION 7.4 Tax Matters Partner. The General Partner shall act as the "tax matters partner" of the Partnership within the meaning of Section 6231(a)(7) of the Code and in any similar capacity under applicable state or local tax law. All expenses incurred by the "tax matters partner" while acting in such capacity shall be paid or reimbursed by the Partnership. A Partner shall promptly notify the "tax matters partner" of any intention to: (i) file a notice of inconsistent treatment under Section 6222(b) of the Code; (ii) file a request for administrative adjustment of Partnership items; (iii) file a petition with respect to any Partnership item or other tax matters involving the Partnership; or (iv) enter into a settlement agreement with the Secretary of the Treasury with respect to any Partnership items.

SECTION 7.5 No Right to Receive Property. No Partner shall have the right to demand and receive property other than cash in return for its Capital Contribution to the Partnership.

SECTION 7.6 Return of Distributions. No Partner shall have any obligation to repay to the Partnership any amount which shall have been distributed to it pursuant to any of the provisions of this Agreement, subject, however, to creditors' rights and the Act and the obligations of the Partners hereunder.

SECTION 7.7 Waiver of Partition. No Partner shall have any right to demand partition of the Property.

ARTICLE VIII

LIQUIDATION AND TERMINATION OF THE PARTNERSHIP

SECTION 8.1 General. Upon the termination of the Partnership, the Partnership shall be liquidated in accordance with this Article VIII and the Act. The termination and liquidation shall be conducted and supervised by the General Partner or such person who is designated by the General Partner for such purpose (the "Liquidating Agent"). The Liquidating Agent shall have all the rights and powers with respect to the assets and liabilities of the Partnership in connection with the liquidation and termination of the Partnership that the General Partner would have with respect to the assets and liabilities of the Partnership during the term of the Partnership, and the Liquidating Agent is hereby expressly authorized and empowered to execute any and all documents necessary or desirable to effectuate the dissolution and liquidation of the Partnership and the transfer of any assets or liabilities of the Partnership. Upon compliance with the distribution plan set forth in Section 8.2 hereof, the Liquidating Agent shall execute, acknowledge and cause to be filed a certificate of termination of the Partnership.

SECTION 8.2 Priority on Liquidation; Distribution of Non-Liquid Assets. To the extent the proceeds are sufficient therefor, as the Liquidating Agent shall deem appropriate, the proceeds of such liquidation shall be applied in the following order of priority:

- (a) To pay the costs and expenses of the dissolution and liquidation;
- (b) To pay matured debts and liabilities of the Partnership;
- (c) To establish any reserve that the Liquidating Agent may deem reasonably necessary for any contingent, unmatured or unforeseen liability of the Partnership; and
- (d) The balance, if any, shall be distributed to the Partners pursuant to Section 7.1 hereof.

SECTION 8.3 Source of Distributions. The General Partner shall not be personally liable for the return of any Partner's Capital Contributions to the Partnership, or any portion thereof, it being expressly understood that any such return shall be made solely from Partnership assets.

SECTION 8.4 Deficit in Capital Account. During the term of the Partnership and upon liquidation, no Partner shall be liable to the Partnership or the other Partners for any deficit in its capital account, and no such deficit shall be deemed an asset of the Partnership.

ARTICLE IX

MISCELLANEOUS PROVISIONS

SECTION 9.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to the principles thereof respecting conflicts of laws.

SECTION 9.2 Captions. The captions used herein are intended for convenience of reference only, shall not constitute part of this Agreement and shall not modify or affect in any manner the meaning or interpretation of any of the provisions of this Agreement.

SECTION 9.3 Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by all of the members of the Company.

SECTION 9.4 Counterparts. This Agreement may be executed in on or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

SECTION 9.5 Successors. Except as otherwise provided herein, this Agreement shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, legal representatives, and permitted successors and assigns of the parties hereto.

SECTION 9.6 Construction. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Partnership.

SECTION 9.7 Separability. In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and other application thereof shall not in any way be affected or impaired thereof.

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IN WITNESS WHEREOF, the Partners have executed this Agreement as of the date first above written.

GENERAL PARTNER:

CEBRIDGE GENERAL, LLC

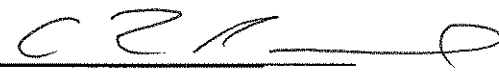
Address: 12444 Powerscourt Drive, Suite 450, St.
Louis, Missouri 63131

By: 
Craig L. Rosenthal
Authorized Signatory

LIMITED PARTNER:

CEBRIDGE LIMITED, LLC

Address: 12444 Powerscourt Drive, Suite 450, St.
Louis, Missouri 63131

By: 
Craig L. Rosenthal
Authorized Signatory

Schedule I

Partnership Interests

<u>Name</u>	<u>Partnership Interest (%)</u>
General Partner	1%
Limited Partner	99%

Schedule II

Capital Accounts

<u>Name</u>	<u>Capital Account (\$)</u>
General Partner	\$ 1
Limited Partner	\$99