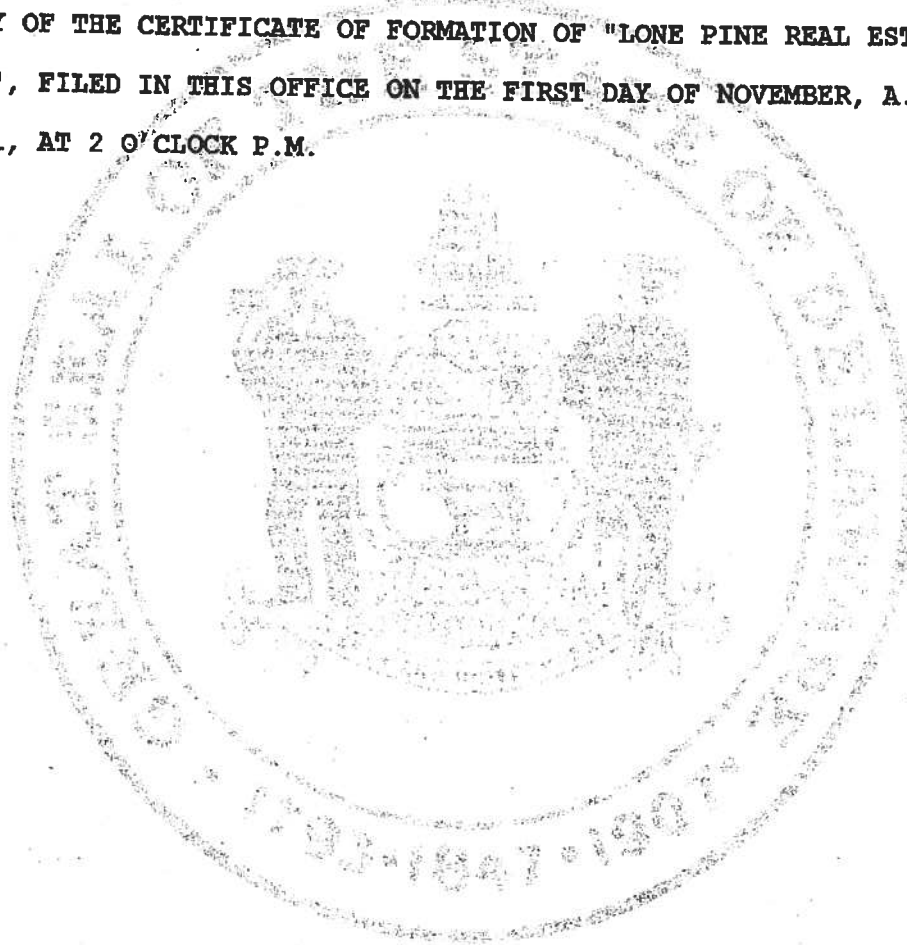


State of Delaware
Office of the Secretary of State PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "LONE PINE REAL ESTATE, LLC", FILED IN THIS OFFICE ON THE FIRST DAY OF NOVEMBER, A.D. 2001, AT 2 O'CLOCK P.M.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3452978 8100

010553054

AUTHENTICATION: 1430576

DATE: 11-05-01

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CT CORPORATION

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CERTIFICATE OF FORMATION

OF

LONE PINE REAL ESTATE, LLC

1. The name of the limited liability company is Lone Pine Real Estate, LLC.
2. The address of its registered office in the State of Delaware is 1209 Orange Street, Wilmington, New Castle County, Delaware 19801 and its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Lone Pine Real Estate, LLC this 1st day of November, 2001.

By: /s/ Scott W. Schorer
Scott W. Schorer

c/o Holme Roberts & Owen LLP
1700 Lincoln Street, Suite 4100
Denver, Colorado 80203
303-861-7000

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:00 PM 11/01/2001
010553054 - 3452978

AGREEMENT OF LIMITED LIABILITY COMPANY**OF****LONE PINE REAL ESTATE, LLC**

This Agreement of Limited Liability Company (the "Limited Liability Company Agreement" or the "Agreement") is entered into effective November 1, 2001 by Scott W. Schorer (the "Member"), with a business address of 7105 Quiet Retreat Court, Niwot, Colorado 80503, pursuant to the Delaware Limited Liability Company Act (the "Act") upon the following terms and conditions:

ARTICLE I**Name; Registered Agent and Address; and Place of Business**

The name of the Company is Lone Pine Real Estate, LLC. The Company's registered office is located at 1209 Orange Street, Wilmington, New Castle County, Delaware 19801 and its registered agent is The Corporation Trust Company. The Company's principal place of business is 7105 Quiet Retreat Court, Niwot, Colorado 80503, or such other place or places as the Member may hereafter determine.

ARTICLE II**Purpose, Business and Term of Company**

Section 2.1 Purpose and Business of the Company. The purpose of the Company is to engage in any lawful act or activity for which a limited liability company may be organized under the Act.

Section 2.2 Term of the Company. The term of the Company shall commence on the date the Certificate of Formation of the Company is filed with the Delaware Secretary of State in accordance with the provisions of the Act and shall continue in perpetual existence unless and until dissolved and terminated pursuant to this Agreement.

Section 2.3 Applicable Law. Regardless of the place where this Agreement may be executed by the sole Member, this Agreement, the rights and obligations of the sole Member, and any claims and disputes relating thereto, shall be subject to and governed by the Act and the other laws of the State of Delaware as applied to agreements among Delaware residents to be entered into and performed entirely within the State of Delaware, and such laws shall govern the limited liability company aspects of this Agreement.

ARTICLE III

Capital Contributions

Section 3.1 Capital Contribution by Sole Member; Initial Issuance of Units. Upon the formation of the Company, the sole Member shall make a capital contribution to the capital of the Company in the amount of cash, or of the property in-kind, or both, set forth opposite such Member's name on the Schedule of Capital Contributions attached hereto. The Company shall thereupon issue to the sole member that number and class of Units so subscribed and contributed for.

Section 3.2 No Interest; No Return of Capital. Capital contributions to the Company shall not earn interest, except as otherwise expressly provided for in this Agreement. Except as otherwise provided in this Agreement, the sole Member shall not be entitled to withdraw, or to receive a return of, a capital contribution or any portion thereof.

ARTICLE IV

Capital Account

Section 4.1 Capital Account. A capital account ("Capital Account") shall be maintained for the sole Member in accordance with the provisions of this Article.

Section 4.2 (a) Increases to Capital Accounts. The Capital Account of the sole Member shall be increased by

- (1) the fair market value of the sole Member's initial capital contribution and any additional capital contributions (capital contributions of property shall be the fair market value of the property contributed to the Company by the sole member),
- (2) Company income and gain (including income and gain exempt from income taxation) computed in accordance with this Agreement, and
- (3) the amount of any Company liabilities that are assumed by the sole Member.

(b) Decreases in Capital Accounts. The Capital Account of the sole Member shall be decreased by

- (1) the amount of cash distributed to the sole Member pursuant to any provision of this Agreement, the fair market value of any property distributed to the sole Member pursuant to any provision of this Agreement,
- (2) Company deductions and losses computed in accordance with this Agreement, and

- (3) the amount of any liabilities of the sole Member that are assumed by the Company.

ARTICLE V

Allocation of Revenue and Expenses; Allocation of Tax Items

Section 5.1 Allocation of Revenues and Expenses. For purposes of maintaining the sole Member's Capital Account, all of the Company's items of revenue and expenses shall be allocated to the sole Member.

Section 5.2 Allocation of Tax Items for Federal Income Tax Purposes. All items of Company taxable income, gain, loss, deduction, and credit recognized or allowable for Federal income tax purposes shall be allocated and credited or charged to the sole Member.

ARTICLE VI

Management of the Company

Section 6.1 In General. The sole Member shall be the Manager of the Company. The management of the Company shall be vested entirely in the Manager, and the Manager shall have the fullest right, power and authority to manage, direct and control all of the business and affairs of the Company and to transact business on its behalf, and to sign for it or on its behalf or otherwise to bind the Company. The sole Member has the right to designate a person to act as President and Secretary of the Company. The initial President and Secretary of the Company shall be Scott Schorer. All of the rights and duties of the sole Member granted by the Act shall be held and exercisable by it in that capacity and its capacity as Manager and by the sole Member's designee as President and Secretary of the Company.

Section 6.2 Voting of Units. A Unit is entitled to be voted only if it is owned by a Member and each such Unit shall be entitled to one vote. Neither an assignee nor a transferee may vote a Unit unless such assignee or transferee is a Member.

ARTICLE VII

Transfers of the Sole Member's Units

The sole member may transfer to any person or persons, at any time and from time to time, any or all of its Units.

ARTICLE VIII

Amendment of Agreement

Any amendment or supplement to this Agreement shall only be effective if in writing and if the same shall be consented to and approved by the sole Member.

ARTICLE IX

Dissolution

The Company shall be dissolved and shall terminate and wind up its affairs, upon the determination of the sole Member to do so.

IN WITNESS WHEREOF, the sole Member has executed and delivered this Agreement of Limited Liability Company the day and year first above written.

SOLE MEMBER:

By: 
Scott W. Schorer