

EXHIBIT "B"

FORM OF ADMISSION AGREEMENT

AMENDMENT TO THE  
OPERATING AGREEMENT  
OF

PLANT POWER AND CONTROL SYSTEMS, L.L.C.

THIS AMENDMENT TO THE OPERATING AGREEMENT OF PLANT POWER AND CONTROL SYSTEMS, L.L.C. ("this Agreement") is made and entered into by Donald R. Miller, and Patrick R. Whatley, and by Kenneth W. Miller, a \_\_\_\_\_, as an additional member (hereinafter referred to as the "Additional Member"), together with Plant Power and Control Systems, L.L.C., an Alabama limited liability company (the "Company").

W I T N E S S T H:

WHEREAS, Donald R. Miller and Patrick R. Whatley (collectively referred to herein as the "Initial Members") are all of the members of the Company, which was formed in Shelby County, Alabama on January 2, 1998, for the purpose of engaging in, among other things, engineering, manufacturing, construction

WHEREAS, the Initial Members entered into an Operating Agreement dated as of January 2, 1998 (the "Operating Agreement"); and

WHEREAS, the Initial Members have determined to permit the Additional member to acquire a Membership Interest (as defined in the Operating Agreement) in the Company; and

WHEREAS, the purpose of this amendment is to evidence the agreement of the Additional Member, as a member of the Company, to be bound by each and every term, condition and stipulation contained in the Operating Agreement.

NOW THEREFORE, in consideration of the premises and the mutual promises herein contained, the parties agree as follows:

1. All capitalized terms not defined herein shall have the meanings assigned to them in the Operating Agreement.

2. The Operating Agreement is hereby amended to reflect the admission of the Additional Member as an additional member of the Company, as follows:

(a) Exhibit a as referred to in the Operating Agreement is hereby amended as shown on Schedule A attached hereto and made a part hereof.

(b) The Additional Member shall make his, her or its Capital Contribution in the amount and at the time and on the terms specified on Schedule A. If no time for contribution is specified, the Capital Contribution shall be made within ten (10) Business Days of the date of this Amendment.

3. The Initial Members consent to and approve the desire of the Additional Member to become a member of the Company. The Additional Member by execution of this Agreement agrees to be bound by each and every term, condition and obligation contained herein and in the Operating Agreement, as the same may be amended from time to time.

4. The Additional Member, and in the case of an Organization which is the Additional Member, the Person(s) executing this Amendment on behalf of the Organization hereby represents and warrants to the Company and each of the Initial Members that: (a) is such Additional Member is an Organization, it is duly organized, validly existing, and in good standing under the law of its state of organization, and it has full organizational power to execute and agree to this Amendment and the Operating Agreement and to perform its obligations hereunder and thereunder; (b) the Additional Member is acquiring its, his or her interest in the Company for the Additional Member's own account as an investment and without an intent to

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sell, transfer or distribute the interest; and (c) the Additional Member acknowledges that the interest have not been registered under the Securities Act of 1933 or any state securities laws, and may not be resold or transferred by the Additional Member without appropriate registration or the availability of an exemption from such requirements.

5. Section 7.6(a) of the Operating Agreement is/is not (please strike one) amended by this Amendment. If such section is deemed to be amended, the language to be substituted in lieu of Section 7.6(a) is set forth below:

6. The second sentence of Section 8.1 of the Operating Agreement is/isnot (please strike one) amended by this Agreement. If such sentence is deemed to e amended, the language to be substituted in lieu thereof is set forth below:

7. The Additional Member, by reason of its, his or her other knowledge and experience in financial and business matters in general, believes it, he or she is capable of evaluating the risks and merits of this investment.

8. The Additional Member acknowledges receipt of a copy of the Operating Agreement setting forth the relevant terms and conditions of this investment, as well as such other information as the Additional Member or its, his or her advisor deems necessary or appropriate as a prudent and knowledgeable investor in evaluating the purchase of a Membership Interest. The Additional Member acknowledges that the Company has made available to it, him or her the opportunity to obtain additional information to verify the accuracy of the information contained in the Operating Agreement, and to otherwise evaluate the merits and risks of this investment. The Additional Member acknowledges that it, he or she had the opportunity to ask questions of and receive satisfactory answers from the Company and the Managers of the Company and their respective agents concerning the terms and conditions of the Operating Agreement and any other materials. In reaching its, his or her decision to purchase a Membership Interest, the Additional Member has carefully evaluated its, his or her financial resources and investment position, and the risks associated with this investment and acknowledges that the Additional Member is able to bear the economic risks of this investment.

9. The Additional Member, if an individual, is of legal age and is legally competent to execute this Amendment. The Additional Member hereby represents that he or she is acquiring the Membership Interest solely for his or her own account, and is not acting in a fiduciary capacity or for any person who directly or indirectly supplied the fund for the purchase, unless disclosed herein. The Additional Member further represents that his or her financial condition is such that he or she is not under any present necessity or constraint to dispose of the Membership Interest to satisfy any existing or contemplated debt or undertaking. The Additional Member represents and warrants that he or she has adequate means of providing for his or her current needs and personal contingencies and has no need for liquidity of this investment.

10. The address and Notice to the Additional Member shall be as follows:

Kenneth W. Miller  
2200 Beat Line Rd  
Warrior, AL 35180  
ATTENTION: \_\_\_\_\_

11. This Amendment may be executed in any number of counterparts, with the same effect as if all parties hereto had signed one and same document. All counterparts shall be construed together and shall constitute on and the same Amendment.

12. The effective date of this Amendment shall be the last date on which it is executed by any Initial Member or the Additional Member.

13. Except as herein and hereby amended, modified or changed, all terms and provisions of the Operating Agreement shall continue in full force and effect according to the terms thereof.

IN WITNESS WHEREOF, the undersigned have hereunto set our hands and seals on the date set forth beside our names.

BY: Donald R Miller DATE: Jan. 5, 1998  
ITS \_\_\_\_\_

BY: Robert Whitten DATE: 1/5/98  
ITS \_\_\_\_\_

[ADDITIONAL MEMBER]

BY: Kenneth W Miller DATE: 1/5/98  
ITS \_\_\_\_\_

SCHEDULE "A"

MEMBER	Initial Capital Contribution and Value	Interests
<u>Donald R. Miller</u> <u>940 Stage Coach Rd</u> <u>Alabaster, AL 35007</u>	<u>\$ 1.00</u>	<u>1</u> %
<u>Patrick R. Whatley</u> <u>226 Clairmont Road</u> <u>Sterrett, AL 35147</u>	<u>\$ 25.00</u>	<u>25</u> %
<u>Kenneth W. Miller</u> <u>2200 Beat Line Rd</u> <u>Warrior, AL 35180</u>	<u>\$ 74.00</u>	<u>74</u> %

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