

EXHIBIT G

FIRST AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
STAMOS PARTNERS CAPITAL MANAGEMENT GP, LLC

This First Amended and Restated Limited Liability Company Agreement, dated January 1, 2004 (the "Agreement"), by and between Dr. Peter S. Stamos (the "Managing Member"), as a member, Spiro Stamos, the additional member admitted as of the date hereof, and any other members admitted to the Company (as defined below) pursuant to Section 15 of this Agreement after the date hereof, but excluding any persons who cease to be Members pursuant to Section 12 of this Agreement (together with the Managing Member, the "Members") hereby amends the Limited Liability Company Agreement of the Company (as defined below), dated as of June 15, 2002, and shall hereafter govern the terms and provisions of this Agreement.

1. Formation. The Managing Member formed, as of the time of the filing of a Certificate of Formation with the Secretary of State of the State of Delaware, a limited liability company (the "Company"), pursuant to the provisions of the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.) as may be amended from time to time (the "Act"), which shall be governed by, and operated pursuant to, the terms and provisions of this Agreement (the "Agreement"). The Managing Member shall, on request, provide the other Members with copies of each such document as filed and recorded.

2. Name and Address. The name of the Company is "Stamos Partners Capital Management GP, LLC". The principal office of the Company is located at 575 Fifth Avenue, 40th Floor, New York, New York 10017, or at such other location as the Managing Member may designate in the future.

3. Purpose. The Company has been organized to serve as the general partner of Stamos Partners Capital Management, L.P. (the "Management Company") and such other entities as the Managing Member may determine from time to time, and to conduct such other activities as may be necessary or incidental to the foregoing purposes.

4. Registered Office; Registered Agent. The registered office of the Company in the State of Delaware is located at 615 South DuPont Highway, County of Kent, City of Dover, Delaware 19901. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is National Corporate Research, Ltd., 615 South DuPont Highway, County of Kent, City of Dover, Delaware 19901.

5. Management Generally. Except as otherwise provided herein, the business and affairs of the Company shall be managed by the Managing Member, who shall have the exclusive power and authority, on behalf of the Company, to take any action of any kind not inconsistent with the provisions of this Agreement and to do anything and everything it deems necessary or appropriate to carry on the business and purposes of the Company. The Managing Member is, to the extent of his rights and powers set forth in this Agreement, an agent of the Company for the purpose of the Company's business, and the actions of the Managing Member taken in accordance with such rights and powers shall bind the Company.

6. Members. The names and the addresses of the Members are as follows:

Managing Member

<u>Name</u>	<u>Address</u>
Peter S. Stamos	575 Fifth Avenue 40 th Floor New York, New York 10017

Member

<u>Name</u>	<u>Address</u>
Spiro Stamos	575 Fifth Avenue 40 th Floor New York, New York 10017

7. Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the determination of the Managing Member or upon the effective date of a decree of judicial dissolution under the Act.

8. Initial Capital Contributions; Percentage Interests. Simultaneously herewith, each Member shall make a capital contribution to the Company set forth below hereto. The "Percentage Interest" of each Member shall be the percentage set forth below.

<u>Member</u>	<u>Percentage Interest</u>	<u>Capital Contribution</u>
Peter S. Stamos	99%	\$9,900
Spiro Stamos	1%	\$100

9. Additional Contributions. The Members shall not have any obligation to, and shall not be permitted to, make additional capital contributions to the Company, unless determined otherwise by the Managing Member.

10. Capital Accounts and Tax Matters.

(a) General. The Members intend that the Company be treated as a partnership for federal income tax purposes. The Company shall maintain a capital account for each Member in accordance with Section 704(b) and 704(c) of the Internal Revenue Code of 1986, as amended (the "Code"), and the principles of the Treasury Regulations promulgated thereunder. Unless otherwise allocated by the Managing Member, the Company's income and loss shall be allocated to the Members' capital accounts pro rata based on Percentage Interests, subject to the requirements of the preceding sentence. Allocations for federal income tax purposes shall be made to the Members in a similar manner.

(b) Determination by the Managing Member of Certain Matters. All matters concerning valuations and the allocation of taxable income, deductions, credits, net income and net losses of the Members, including taxes thereon and accounting procedures, not expressly provided for by the terms of this Agreement, shall be determined by the Managing Member.

(c) Filing of Tax Returns. The Managing Member or a designated agent, at the Company's expense, shall prepare and file, or cause the accountants of the Company to prepare and file, a federal information tax return in compliance with Section 6031 of the Code and any required state and local income tax and information returns for each tax year of the Company.

(d) Reports to Current and Former Members. As soon as practical after the end of a fiscal year the Company shall prepare and mail, or cause its accountants to prepare and mail, to the Members, a report setting forth in sufficient detail that information which will enable the Members to prepare their federal, state and local tax returns in accordance with the laws, rules and regulations then prevailing.

(e) Tax Matters Partner. The Managing Member shall be designated on the Company's annual federal information tax return as the Tax Matters Partner of the Company for purposes of Section 6231(a)(7) of the Code.

11. Distributions. Distributions shall be made to the Members at the times, in a manner and in the aggregate amounts determined by the Managing Member, in accordance with the Members' Percentage Interests. Notwithstanding the foregoing, distributions made in connection with a sale of all or substantially all of the Company's assets or a liquidation of the Company shall be made in accordance with the capital account balances of the Members within the time period set forth in Treasury Regulations Section 1.704-1(b)(2)(ii)(B)(3).

12. Withdrawals.

(a) Without the consent of the Managing Member, no Member may withdraw capital from the Company.

(b) Without the consent of the Managing Member, no Member may voluntarily withdraw from the Company.

(c) The Managing Member may terminate the interest of any Member at any time by written notice. Such notice of termination shall have the same effect as a request for a withdrawal by such Member pursuant to Section 12(b), and the Member shall be treated for all purposes and in all respects as a Member who has given notice of withdrawal from the Company.

(d) As of the effective date of a Member's withdrawal, such Member shall execute a release in favor of the Company and any "Covered Person" (as defined in Section 17 below), releasing the Company and the Covered Persons from all liabilities to the withdrawing Member other than the obligation of the Company to make certain payments to the withdrawing Member upon the terms and conditions set forth herein.

13. Payments to Withdrawing Members. A withdrawn Member, or the legal representatives of a Member that has died or become disabled, shall in all events be entitled to be paid promptly after the date of such withdrawal, death or disability the balance in his capital account (less any amount owing by such Member). Unless otherwise consented to by the Managing Member, a withdrawn Member shall not be entitled to any further allocation of any other net income in which the Member would otherwise thereafter have shared.

14. Transfer. A Member may not sell, assign, pledge, transfer or otherwise dispose of all or any part of his or her interest in the Company without the consent of the Managing Member.

15. Admission of Additional or Substitute Members. No substitute or additional members shall be admitted to the Company without the consent of the Managing Member.

16. Liability of the Member. The Members shall not have any liability for the obligations or liabilities of the Company except to the extent expressly provided in the Act.

17. Indemnification. To the fullest extent permitted by applicable law, a "Covered Person" shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such a Covered Person in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement; provided, however, that any indemnity under this Section 17 shall be provided out of and to the extent of Company assets only, and no Covered Person shall have any personal liability on account thereof.

"Covered Person" means the Members, any affiliate of the Members, any partners, members, legal representatives or agents of the Members, or their respective affiliates, or any agent of the Company or its affiliates.

18. Fiscal Year. The fiscal year of the Company shall end on December 31.

19. Benefits of Agreement. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or of the Members.

20. Integration. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

21. Headings. The titles of Sections of this Agreement are for convenience of reference only and shall not define or limit any of the provisions of this Agreement.

22. Counterparts. This Agreement may be executed by the parties hereto in counterparts, each of which shall be considered an original, and all of which shall together constitute one and the same instrument.

23. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to conflicts of law principles of that State.

24. Amendments. The terms and provisions of this Agreement may be modified or amended at any time and from time to time by the Managing Member.

25. Definitions. Terms not otherwise defined herein shall have the meanings given to such terms in the limited partnership agreement of the Management Company.

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IN WITNESS WHEREOF, the undersigned has duly executed this First Amended and Restated Limited Liability Company Agreement as of the 1st day of January, 2004.

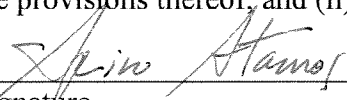
A handwritten signature in black ink, appearing to read "P. Stamos", is written over a solid horizontal line.

Peter S. Stamos
Managing Member

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MEMBER SIGNATURE PAGE

By its signature below, the undersigned hereby agrees that effective as of the date of admission to Stamos Partners Capital Management GP, LLC as a Member the undersigned shall: (i) be bound by each and every term and provision of the First Amended and Restated Limited Liability Company Agreement of Stamos Partners Capital Management GP, LLC, as the same may be duly amended from time to time (the "Company Agreement") in accordance with the provisions thereof; and (ii) become and be a party to the Company Agreement.



Signature

Spiro Stamos

Print Name

Accepted and Agreed to
as of this ____ day of _____, 20__.

MANAGING MEMBER:



Peter S. Stamos