

**OPERATING AGREEMENT
OF
MCGUIRE WOODS CONSULTING LLC**

This OPERATING AGREEMENT of McGuire Woods Consulting LLC (the "LLC") is made as of January 7, 1998, between McGuire, Woods, Battle & Boothe LLP (the "Member") and the LLC.

**ARTICLE I
FORMATION, PURPOSES, AND MEMBERS**

1.1 Formation. The Member acknowledges the formation of the LLC under the Virginia Limited Liability Company Act (as amended from time to time, the "Act"). The Virginia State Corporation Commission issued the Certificate of Organization effective January 7, 1998.

1.2 Purposes.

(a) **Business Purpose.** The purpose of the LLC is to engage in any lawful business specified by the Member.

(b) **Limited Liability.** No Member or Manager (as defined below), or agent of the LLC shall have any personal obligation for any liabilities of the LLC solely by reason of being a Member, Manager, or agent, except as provided by law.

1.3 Members. Members shall include only the undersigned initial Member. The name, address, and Membership Interest of the initial Member are listed on Exhibit A.

**ARTICLE II
MANAGEMENT**

2.1 Management by Managers. The LLC shall be managed by a person or persons who shall have full responsibility for and all rights and powers relating to managing the business and affairs of the LLC (the "Manager"). All references to the "Manager" shall refer to the Manager or Managers serving at the time. The Manager may be removed at any time and for any reason by the Member.

2.2 Powers of Manager. The Manager shall have all the powers set forth in Section 13.1-1009 of the Act on behalf of the LLC. Multiple Managers shall act unanimously.

2.3 Designation of Manager. Frank B. Atkinson is designated as the initial Manager.

2.4 Successor Manager. In the event of the death, resignation, removal, or incapacity of the Manager, the Member may elect a successor Manager.

2.5 Compensation. A Manager shall not receive compensation for services as a Manager.

2.6 Officers. The Member shall have the authority to appoint officers. The officers shall have such duties as the Member shall determine from time to time.

ARTICLE III CONTRIBUTIONS

3.1 Contributions. The Member has contributed to the LLC the property described on Exhibit A in exchange for all of the interests in the LLC. The Member is not obligated to make any additional capital contributions to the LLC.

ARTICLE IV DISSOLUTION

4.1 Events of Dissolution. The LLC shall dissolve upon the first to occur of:

(a) **Election of Member.** The election of the Member to dissolve the LLC; or

(b) **Disposition of Assets.** The sale, transfer, or other disposition of substantially all of the non-cash assets of the LLC.

4.2 Winding Up. Upon the dissolution of the LLC, the Member shall wind up the affairs of the LLC. The Member shall determine the time, manner, and terms of any sale or sales of LLC property pursuant to such winding up, having due regard to the activity and the condition of the LLC and relevant market and economic conditions.

4.3 Certificate of Cancellation. Upon completion of the winding up of the LLC, the LLC shall terminate and a Certificate of Cancellation shall be filed with the Virginia State Corporation Commission, together with any other documents required to effectuate the termination.

**ARTICLE V
ADMINISTRATIVE PROVISIONS**

5.1 Offices. The initial principal office, registered office, and registered agent shall be as set forth in the Articles of Organization. The Manager (with the prior written consent of the Member) may change the principal office, the registered office, or the registered agent at any time.

5.2 Information and Records. The Manager shall keep (or cause to be kept) full and accurate books of account, records, and supporting documents at the principal office of the LLC. Upon reasonable notice, the Member or the Member's designated representative shall have access to such books, records, and documents during reasonable business hours and may inspect and make copies of any of them.

**ARTICLE VI
MISCELLANEOUS**

6.1 Amendment. This Agreement may only be amended by the written consent of the Member.

6.2 Definitions. Unless the context otherwise requires, the terms used in this Agreement shall have the same definitions set forth in the Act.

6.3 Governing Law. This Agreement shall be governed by the Act and other applicable laws of the Commonwealth of Virginia, without giving effect to its conflicts of laws rules.

IN WITNESS WHEREOF, the Member and the LLC have executed this Agreement as of the date indicated above.

The Member:

McGuire, Woods, Battle & Boothe LLP

By: 

Name: William J. Strickland

Title: Partner

The LLC:

McGuire Woods Consulting LLC

By: McGuire, Woods, Battle & Boothe LLP,
its Member

Name: 

Title: Managing Partner

**EXHIBIT A
TO THE
OPERATING AGREEMENT
OF
MCGUIRE WOODS CONSULTING LLC**

Name and Business Address of Member _____	Capital Contribution	<u>Description</u>	<u>Contribution Date</u>	Percentage <u>Interest</u>
McGuire, Woods, Battle & Boothe LLP 901 East Cary Street One James Center Richmond, Virginia 23219		Cash \$ _____	January __, 1998	100%

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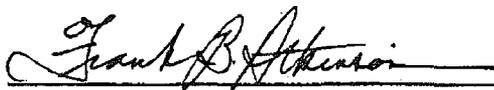
ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF
MCGUIRE CONSULTING LLC

These Articles of Amendment to the Articles of Organization of McGuire Consulting LLC (the "LLC") are submitted to the Virginia State Corporation Commission pursuant to Section 13.1-1014 of the Virginia Limited Liability Company Act.

The undersigned Manager of the LLC does hereby state as follows:

1. The name of the LLC is McGuire Consulting LLC. The LLC's identification number is S025294-2 and its Articles of Organization were filed and became effective with the Virginia State Corporation Commission on January 7, 1998.
2. The Articles of Organization of the LLC are hereby amended to change the name of the LLC to "McGuire Woods Consulting LLC."
3. The foregoing amendment was adopted and approved by the consent of the sole Member of the LLC effective on January 9, 1998.

IN WITNESS WHEREOF, the undersigned Manager of the LLC does hereby execute these Articles of Amendment to the Articles of Organization.



Frank B. Atkinson, Manager

January 13, 1998

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NEED REVIEW

**ARTICLES OF ORGANIZATION
OF
MCGUIRE CONSULTING LLC**

Pursuant to Section 13.1-1010 of Chapter 12 of Title 13.1 of the Code of Virginia, the undersigned states as follows:

1. The name of the limited liability company (the "LLC") is McGuire Consulting LLC.
2. The address of the initial registered office in Virginia is c/o McGuire, Woods, Battle & Boothe, L.L.P. One James Center, 901 East Cary Street, Richmond, Virginia 23219, which is located in the City of Richmond.
3. The LLC is to be managed by one or more Managers. No member is an agent of the LLC for the purpose of its business solely by reason of being a member of the LLC. The Managers shall have exclusive right, power, and authority to manage and conduct the business of the LLC.
4. A. The registered agent's name is Thomas P. Rohman, whose business address is identical with the registered office.

B. The registered agent is an individual who is a resident of Virginia and a member of the Virginia State Bar.
5. The address of the principal office where the records will be maintained pursuant to Virginia Code Section 13.1-1028 is 901 East Cary Street, One James Center, Richmond, Virginia 23219.

In WITNESS WHEREOF the undersigned executed these Articles of Organization on the date set forth opposite his name.



Thomas P. Rohman, Organizer

January 7, 1998

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, January 7, 1998

This is to Certify that the certificate of organization of

McGuire Consulting LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all the laws of the State applicable to the company and its business.



State Corporation Commission

William J. Bridge

Clerk of the Commission