

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
BUSINESS REGULATION ADMINISTRATION



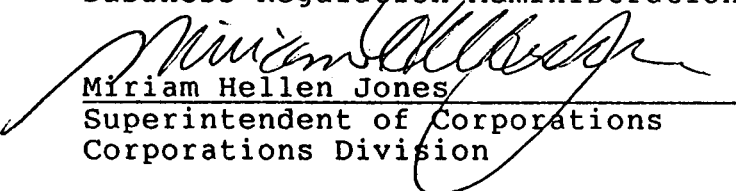
C E R T I F I C A T E

THIS IS TO CERTIFY that all applicable provisions of the DISTRICT OF COLUMBIA BUSINESS CORPORATION ACT have been complied with and accordingly, this CERTIFICATE of Amendment is hereby issued to WAGNER & BAROODY, INC.

as of September 18th, 1987 .

Donald G. Murray  
Director

Henry C. Lee, III  
Acting Administrator  
Business Regulation Administration

  
Miriam Hellen Jones  
Superintendent of Corporations  
Corporations Division

Marion Barry, Jr.  
Mayor

**WAGNER & BAROODY, INC.**  
**STATEMENT OF CANCELLATION**  
**OF**  
**REACQUIRED SHARES**

Pursuant to the provisions of Title 29, Chapter 3 of the Code of Laws of the District of Columbia, the undersigned corporation hereby submits the following Statement of Cancellation of Reacquired Shares:

1. The name of the corporation is:

Wagner & Baroody, Inc.

2. The aggregate number of shares which the corporation has the authority to issue is as follows:

<u>Number of Shares</u>	<u>Class</u>	<u>Series (If Any)</u>	<u>Par Value Per Share or Statement That Shares Are Without Par Value</u>
100	Common	None	\$10.00

3. The aggregate number of shares which the corporation had issued and outstanding prior to giving effect to the cancellation of shares is as follows:

<u>Number of Shares</u>	<u>Class</u>	<u>Series (If Any)</u>	<u>Par Value Per Share or Statement That Shares Are Without Par Value</u>
100	Common	None	\$10.00

4. The number of shares cancelled by the corporation is as follows:

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 RV. *m*

<u>Number of Shares</u>	<u>Class</u>	<u>Series (If Any)</u>	<u>Par Value Per Share or Statement That Shares Are Without Par Value</u>
50	Common	None	\$10.00

5. The 50 shares of the corporation's common stock, \$10.00 par value per share, were cancelled pursuant to a resolution duly adopted by the Board of Directors of the corporation on August 28, 1987.

6. The aggregate number of shares which the corporation has issued and outstanding after giving effect to the cancellation of shares is as follows:

<u>Number of Shares</u>	<u>Class</u>	<u>Series (If Any)</u>	<u>Par Value Per Share or Statement That Shares Are Without Par Value</u>
50	Common	None	\$10.00

7. The stated capital of the corporation prior to the cancellation of shares was One Thousand Dollars (\$1,000); the paid-in surplus of the corporation prior to the cancellation of shares was Forty Seven Thousand Four Hundred Thirty Six Dollars and Sixty One Cents (\$47,436.61).

8. The stated capital of the corporation after the cancellation of shares was Five Hundred Dollars (\$500); the paid-

in surplus of the corporation after the cancellation of shares was Twenty Two Thousand Four Hundred Thirty Six Dollars and Sixty One Cents (\$22,436.61).

Date: August 28, 1987

WAGNER & BAROODY, INC.

(Corporate Seal)

By William J. Hines  
Its President

Attest:

By Robert P. [Signature]  
Its Secretary

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
BUSINESS REGULATION ADMINISTRATION



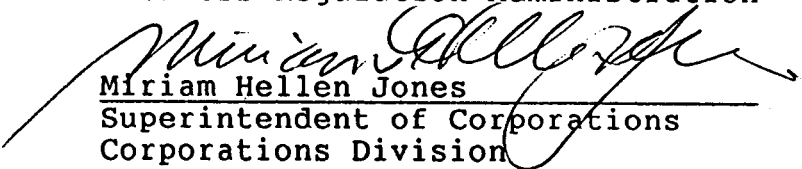
C E R T I F I C A T E

THIS IS TO CERTIFY that all applicable provisions of the DISTRICT OF COLUMBIA BUSINESS CORPORATION ACT have been complied with and accordingly, this CERTIFICATE of REINCORPORATION is hereby issued to WAGNER & BAROODY, INC.

as of OCTOBER 28TH, 1987 .

Donald G. Murray  
Director

Henry C. Lee, III  
Acting Administrator  
Business Regulation Administration

  
Miriam Hellen Jones  
Superintendent of Corporations  
Corporations Division

Marion Barry, Jr.  
Mayor

ARTICLES OF REINCORPORATION  
OF  
WAGNER & BAROODY, INC.

Pursuant to the provisions of Title 29, Chapter 3 of the Code of Laws of the District of Columbia, the following Articles of Reincorporation were adopted:

**FIRST:** The name under which the corporation elects to be reincorporated is Wagner & Baroody, Inc.

**SECOND:** The address, including street and number, if any, of its registered office in the District of Columbia is 1615 L Street, N.W., Suite 750, Washington, D.C. 20036, and the name of its registered agent at such address is William J. Hines.

**THIRD:** The period of its duration is perpetual.

**FOURTH:** The purpose or purposes which it will hereafter carry on are:

To conduct a general public relations business and furnish services in advertising, promoting and developing the business of corporations, partnerships, firms and individuals; and to formulate, prepare, and develop plans, systems, and methods for increasing and improving the production, sales and public relations of enterprises of all kinds.

To conduct and carry on a management and industrial consulting service, and to make surveys, studies, analyses, and investigations, relating or incidental to manufacturing, production, marketing, sales promotion, merchandising, financing, investments, purchasing, and business methods and systems.

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**OCT 28 1987**

BY: \_\_\_\_\_

In general, to carry on any other business connected with or incidental to the foregoing objects and purposes, and to have and exercise all the powers conferred by the laws of the District of Columbia upon corporations formed under the District of Columbia Business Corporation Act.

**FIFTH:** The aggregate number of shares which the corporation was authorized to issue is one hundred all of one class. The designation of each class, the number of shares of each class, and the par value, if any, or a statement that the shares of any class are without par value, are as follows:

<u>Number of Shares</u>	<u>Class</u>	<u>Par Value Per Series (If Any)</u>	<u>Share or Statement that Shares Are Without Par Value</u>
100	Common	None	\$10.00

**SIXTH:** This is only one class of capital stock of the corporation, and that class consists of common stock. There are no preferences, qualifications, limitations, restrictions, and/or special or relative rights with respect to the shares of common stock of the corporation, and each share of common stock has full voting power.

**SEVENTH:** Provisions for the regulation of the internal affairs of the corporation are:

The power to make, alter, amend or repeal the by-laws of the corporation shall be vested in the board of directors.

**EIGHTH:** The number of directors of the corporation is four or such other number as is from time to time decided by a meeting of the corporation's shareholders. The board of directors adopted a

resolution declaring it advisable in the judgment of the board that the corporation should be reincorporated under the provisions of the Code of Laws of the District of Columbia in the manner set forth in the Articles of Reincorporation.

**NINTH:** The corporation elects to surrender its existing charter and to be reincorporated under and subject to the provisions of the Code of Laws of the District of Columbia Title 29, Chapter 3.

**TENTH:** The aggregate number of shares outstanding of each class are:

<u>Number of Shares</u>	<u>Class</u>	<u>Par Value Per Share or Series (If Any)</u>	<u>Statement that Shares Are Without Par Value</u>
100	Common	None	\$10.00

**ELEVENTH:** The number of shares of each class voted for and against such reincorporation was:

<u>Class</u>	<u>Number of Shares Voted</u>	
	<u>For</u>	<u>Against</u>
Common	100	0

Date August 28, 1987

WAGNER & BAROODY, INC.

[Corporate Seal]

By: William J. Jones  
Its President

Attest:  
By: Robert P. Arvey  
Its Secretary

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
BUSINESS REGULATION ADMINISTRATION



C E R T I F I C A T E

THIS IS TO CERTIFY that all applicable provisions of the DISTRICT OF COLUMBIA BUSINESS CORPORATION ACT have been complied with and accordingly, this CERTIFICATE of Amendment is hereby issued to WAGNER & BAROODY, INC.

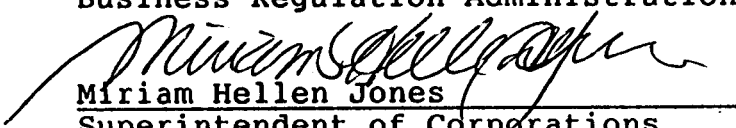
Name Change To

WAGNER, HINES & AVARY, INC.

as of January 7th , 1988 .

Donald G. Murray  
Director

Henry C. Lee, III  
Acting Administrator  
Business Regulation Administration

  
Miriam Hellen Jones  
Superintendent of Corporations  
Corporations Division

Marion Barry, Jr.  
Mayor

ARTICLES OF AMENDMENT

TO THE

ARTICLES OF INCORPORATION  
(After acceptance of subscription to shares)

TO: Department of Consumer and Regulatory Affairs  
Corporation Division  
Washington, D.C. 20001

Pursuant to the provisions of Title 29, Chapter 3 of the Code of Laws of the District of Columbia, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the Corporation is Wagner & Baroody, Inc.

SECOND: The following amendment of the Articles of Incorporation was adopted by the shareholders of the corporation on November 24, 1987 in the manner prescribed by the Code of Laws of the District of Columbia.

That effective December 1, 1987 the name of the corporation shall be Wagner, Hines & Avary, Inc.

THIRD: The number of shares of the corporation outstanding at the time of such adoption was 100 and the number of shares entitled to vote thereon was 100.

FOURTH: The designation and number of outstanding shares of each class entitled to vote thereon as a class were as follows:

<u>Class</u>	<u>Number of Shares</u>
None	None

FIFTH: The number of shares voted for such amendment was 100 and the number of shares voted against such amendment was 0.

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BY: 

SIXTH: The number of shares of each class entitled to vote thereon as a class voted for and against such amendment, respectively, was:

<u>Class</u>	<u>Number of Shares Voted</u>	
	<u>For</u>	<u>Against</u>
None	None	None

SEVENTH: The manner, if not set forth in such amendment, in which any exchange, reclassification or cancellation of issued shares provided for in the amendment shall be effected, is as follows:

No change

EIGHTH: The manner in which such amendment effects a change in the amount of stated capital, or paid in surplus, or both, and the amount of stated capital and the amount of paid in surplus as changed by such amendment, are as follows: None

Date 31 December, 1987

Wagner Hines Avery, Inc.  
(Corporate Name)

By M. J. Hines  
President

Attest:

Robert P. Avery  
(Its Secretary or ~~Assistant Secretary~~)

\* \* \* \*

CALL AND WAIVER OF NOTICE  
OF  
MEETING OF STOCKHOLDERS

\* \* \* \*

WE, THE UNDERSIGNED, being all the stockholders of Wagner & Baroody, Inc., a corporation organized under the District of Columbia Business Corporation Act, do hereby call a special meeting of the stockholders of said corporation, to be held at 1615 L Street, N.W., Washington, D.C., on July 28, 1987 at 5 P.M., for the purpose of considering amendments to the Articles of Incorporation and transacting such other business as may be necessary; and we hereby waive notice of the time, place and purpose of the meeting and consent to the transaction thereat of any and all business pertaining to the affairs of the corporation.

Dated: July 28, 1987

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DEPT. OF THE  
CORPORATION  
INTERNAL SEC.  
SECTION  
REGISTRATION  
FEB -3  
88

Joseph D. Baroody  
Joseph D. Baroody

Paul F. Wagner  
Paul F. Wagner

\* \* \* \*

WAGNER & BAROODY, INC.

SPECIAL MEETING OF STOCKHOLDERS

\* \* \* \*

The special meeting of the stockholders of Wagner & Baroody, Inc., was held at 1615 L Street, N.W., at 5 P.M., on July 28, 1987.

The following stockholders representing all of the outstanding shares of the corporation were present:

Joseph D. Baroody

Paul F. Wagner

Upon motion duly made, and seconded the following resolutions were adopted by the stockholders:

STOCKHOLDERS' RESOLUTIONS

RESOLVED, that the Company's Articles of Incorporation be amended to delete paragraph FIFTH of said Articles of Incorporation.

FURTHER RESOLVED, that the appropriate officers of the Company are hereby authorized and directed to execute Articles of Amendment to the Articles of Incorporation and to file such amended Articles with the Office of the Superintendent of Corporations of the District of Columbia.

July 28, 1987  
Date

Paul F. Wagner  
Paul F. Wagner

July 28, 1987  
Date

Joseph D. Baródy  
Joseph D. Baródy

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
BUSINESS REGULATION ADMINISTRATION



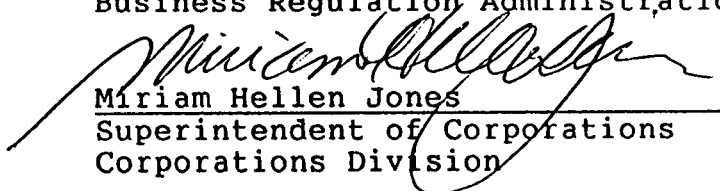
C E R T I F I C A T E

THIS IS TO CERTIFY that all applicable provisions of the DISTRICT OF COLUMBIA BUSINESS CORPORATION ACT have been complied with and accordingly, this CERTIFICATE of Amendment is hereby issued to WAGNER & BAROODY, INC.

as of September 18th, 1987 .

Donald G. Murray  
Director

Henry C. Lee, III  
Acting Administrator  
Business Regulation Administration

  
Miriam Hellen Jones  
Superintendent of Corporations  
Corporations Division

Marion Barry, Jr.  
Mayor

ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF  
WAGNER & BAROODY, INC.

Pursuant to the provisions of Title 29, Chapter 3 of the Code of Laws of the District of Columbia, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: (1) The name of the Corporation is WAGNER & BAROODY, INC.

SECOND: (2) The following amendment of the Articles of Incorporation was adopted by the shareholders of the corporation on July 28, 1987 in the manner prescribed by the Code of Laws of the District of Columbia:

Paragraph FIFTH of the Articles of Incorporation which reads as follows:

"FIFTH: This paragraph contains the preferences, qualifications, limitations, restrictions, and special rights in respect of the shares of common stock of the corporation.

It is the intent and the purpose of this paragraph FIFTH to provide for stability of the corporation and to promote continuity in its management and policies. To these ends, at such time as a stock purchase agreement is executed between the corporation and the stockholders and is in effect, the following limitations and restrictions shall apply to the issued and outstanding shares of the corporation which are entitled to vote at an annual meeting for the election of directors (hereinafter "shares"):

(a) In the event that any stockholder desires to dispose of his stock during his lifetime, he shall first offer for sale to the corporation, and the corporation shall have the option to purchase, all the shares owned by him at a price determined under the provisions of the stock purchase agreement then in effect and, in the event the corporation does not accept the offer within thirty (30) days after the offer is received, all the shares owned by him shall

BY:

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*[Handwritten signature]*

then be offered for sale to the other stockholder or stockholders who shall have the option during the thirty (30) day period after the offer is received to purchase such shares at a price determined under the provisions of the stock purchase agreement then in effect. If neither the corporation nor the other stockholder accepts the offer, the stockholder who desires to sell any of his shares of the corporation during his lifetime shall be free to dispose of such shares to a third party, but such stockholder shall not sell his shares to a third party without first giving the corporation and then the other stockholder or stockholders the right to purchase such stock at a price and on the terms offered to such third party. If the third party does not accept the offer within thirty (30) days after the receipt thereof, such shares shall again become subject to all the limitations and restrictions in this paragraph FIFTH, provided a stock purchase agreement between the corporation and the stockholders is in effect.

(b) In the event of the death of a stockholder, the corporation is obligated to buy out of any funds legally available therefor, and the estate of the deceased stockholder shall be obliged to sell, all, but not less than all, of the deceased stockholder's shares in the corporation then owned by him.

(c) In the event of the disability of a stockholder as defined in the stock purchase agreement in effect at the time of such disability, and if such disability continues for a period consisting of 24 consecutive months, the disabled stockholder shall offer for sale to the corporation, and the corporation shall have the option to buy, all of the shares then owned by him at a price determined under the provisions of the stock purchase agreement then in effect, and, in the event the corporation does not accept the offer within thirty (30) days after the offer is received, all the shares then owned by him, shall be offered for sale to the other stockholder or stockholders who shall have the option during the thirty (30) day period after the offer is received to purchase such shares at a price determined under the provisions of the stock purchase agreement then in effect.

An appropriate legend referring to this paragraph FIFTH and to the stock purchase agreement then in effect shall be noted conspicuously on the face and/or back of each certificate representing issued and outstanding shares of stock in the corporation.

The limitations and restrictions contained in this paragraph FIFTH shall apply only during such period of time as a stock purchase agreement between the corporation and the stockholders is in effect."

is hereby deleted.

THIRD: The number of shares of the corporation outstanding at the time of such adoption was 100 shares, and the number of shares entitled to vote thereon was 100 shares.

FOURTH: The designation and number of outstanding shares of each class entitled to vote thereon as a class were as follows:

<u>Class</u>	<u>Number of Shares</u>
Common Stock	100

FIFTH: The number of shares voted for such amendment was 100 shares, and the number of shares voted against such amendment was 0 shares.

SIXTH: The number of shares of each class entitled to vote thereon as a class voted for and against such amendment, respectively, was:

<u>Class</u>	<u>Number of Shares Voted</u>	
	<u>For</u>	<u>Against</u>
Common Stock	100	0

SEVENTH: The manner, if not set forth in such amendment, in which any exchange, reclassification or cancellation of issued shares provided for in the amendment shall be effected, is as follows:

No Change

EIGHTH: The manner in which such amendment effects a change in the amount of stated capital, or paid in surplus, or both, and the amount of stated capital and the amount of paid in surplus as changed by such amendment, are as follows:

None

Date: July 28, 1987


WAGNER & BAROODY, INC.

(Corporate Seal)

By

  
Its President

Attest:

  
Its Secretary

\* \* \* \*

CALL AND WAIVER OF NOTICE  
OF  
MEETING OF DIRECTORS

\* \* \* \*

WE, THE UNDERSIGNED, being all the directors of Wagner & Baroody, Inc., a corporation organized under the District of Columbia Business Corporation Act, do hereby call a special meeting of the directors of said corporation, to be held at 815 Connecticut Avenue, N.W., Washington, D.C., on July 29, 1987 at 12 P.M., for the purpose of considering the proposed loan of funds from Paul F. Wagner to the Company, considering the proposed Buy-Out Agreement between the Company, Joseph D. Baroody and Paul F. Wagner, and transacting such other business as may be necessary; and we hereby waive notice of the time, place and purpose of the meeting and consent to the transaction thereat of any and all business pertaining to the affairs of the corporation.

Dated: July 29, 1987

  
\_\_\_\_\_  
Joseph D. Baroody

  
\_\_\_\_\_  
Paul F. Wagner

\* \* \* \*

WAGNER & BAROODY, INC.

SPECIAL MEETING OF DIRECTORS

\* \* \* \*

The special meeting of the directors of Wagner & Baroody, Inc., was held at 815 Connecticut Avenue, N.W., at 12 P.M., on July 29, 1987.

The following directors named in the Articles of Incorporation and constituting a quorum of the board of directors were present:

Joseph D. Baroody

Paul F. Wagner

Upon motion duly made, and seconded the following resolutions were adopted by the directors:

## DIRECTORS' RESOLUTIONS

RESOLVED, that the Company is hereby authorized to borrow Twenty-Five Thousand Dollars (\$25,000) from Mr. Paul F. Wagner in accordance with the terms of a loan agreement (the "Loan Agreement") and note (the "Note"), substantially in the form filed as a part of these minutes.

FURTHER RESOLVED, that the Chairman, the President or any Vice President of the Company is hereby authorized to execute, in the name and on behalf of the Company, the Loan Agreement and the Note, in substantially the form filed as part of these minutes, except for such changes, additions, or deletions as to any or all of the terms and provisions thereof as the officer signing same shall determine are consistent with the purpose of these resolutions, such execution by the Chairman, the President or any Vice President of such Loan Agreement or Note to be conclusive evidence that such officer has determined all of the terms and provisions thereof to be proper.

FURTHER RESOLVED, that the Stock Purchase Agreement, dated March 25, 1974, between the Company, Joseph D. Baroody and Paul F. Wagner, and the Stock Purchase Agreement, dated April 5, 1982, between the Company, Joseph D. Baroody, and Paul F. Wagner, are hereby terminated and shall be of no further force or

effect.

FURTHER RESOLVED, that the Chairman, the President or any Vice President is hereby authorized to execute, in the name and on behalf of the Company, that certain agreement (the "Agreement"), effective as of July 31, 1987, between the Company, Joseph D. Barody and Paul F. Wagner, substantially in the form filed as a part of these minutes, relating to the purchase by the Company of the fifty shares of the Company's Common Stock owned by Joseph D. Barody, except for such changes, additions and deletions as to any or all of the terms and provisions thereof as the officer signing same shall determine are consistent with the purpose of these resolutions, such execution by the Chairman, the President or any Vice-President of such agreement to be conclusive evidence that such officer has determined all of the terms and provisions thereof to be proper.

FURTHER RESOLVED, that the appropriate officers of the Company are hereby authorized to enter into any

directors of the Company in connection with the Agreement, Loan Agreement, Note or any of the transactions referenced therein is hereby ratified, affirmed and approved.

Dated this 29th day of July, 1987.

  
Paul F. Wagner

  
Joseph D. Baroody

WAGNER-1

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made as of this 31st day of July, 1987, by and between Wagner & Baroody, Inc., a District of Columbia corporation (hereinafter referred to as the "Corporation"), Joseph D. Baroody (hereinafter referred to as "Seller"), and Paul F. Wagner (hereinafter referred to as "Wagner").

WHEREAS, the Corporation has issued and outstanding One Hundred (100) shares of Common Stock, \$10 par value, of which Fifty (50) shares are owned by Seller; and

WHEREAS, Seller desires to terminate his employment with the Corporation, and is willing to sell all of his Fifty (50) shares of the Corporation's Common Stock (hereinafter referred to as the "Shares") to the Corporation for the consideration described herein; and

WHEREAS, the Board of Directors of the Corporation has unanimously determined that the consideration described herein is a fair price for the purchase of the Shares and that the offer of Seller to sell the Shares should be accepted by the Corporation; and

WHEREAS, Seller and Wagner wish to use this Agreement to

terminate and replace the provisions of the Stock Purchase Agreement, dated March 25, 1974, between the Corporation, Seller and Wagner, and the provisions of the Stock Purchase Agreement, dated April 5, 1982, between the Corporation, Seller and Wagner.

NOW, THEREFORE, in consideration of the premises and of the respective covenants, agreements, representations and warranties herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Resignation of Seller. Concurrently herewith, Seller shall submit his resignation as a director and as President and Secretary of the Corporation. The resignation as director and as President and Secretary shall take effect at the time of its submission.

2. Prior Agreements Terminated. The Stock Purchase Agreement, dated March 25, 1974, between the Corporation, Seller and Wagner, and the Stock Purchase Agreement, dated April 5, 1982, between the Corporation, Seller and Wagner, are hereby terminated and shall be of no further force or effect.

3. Sale and Purchase of the Shares. Upon the terms and subject to the conditions hereinafter set forth, Seller agrees to sell, transfer, assign and deliver to the Corporation, and the Corporation hereby agrees to purchase and acquire from Seller and

pay therefor, all of the Shares, free and clear of all liens, claims, options, rights of first refusal, preemptive rights, encumbrances and restrictions of any kind.

4. Surrender of the Shares. Concurrently herewith, Seller shall surrender to the Corporation the certificates representing all of the Shares, together with appropriate stock powers in a form satisfactory to the Corporation and executed by Seller, assigning such certificates to the Corporation free and clear of all liens, claims, options, rights of first refusal, preemptive rights, encumbrances and restrictions of any kind. Seller hereby agrees that, from time to time, at the Corporation's request and without further consideration, Seller will execute and deliver to the Corporation such further documents and take such actions as the Corporation may reasonably require to transfer to and vest in the Corporation and to put the Corporation in possession of the Shares to be transferred and delivered hereunder.

5. Payment of Purchase Price for the Shares. Upon receiving from Seller the certificates representing the Shares in accordance with the terms set forth in Paragraph 4 hereof, the Corporation agrees to pay to Seller the following purchase price (the "Purchase Price"):

A. The Corporation shall deliver to Seller a check made payable to Seller in the amount of Twenty-Five Thousand Dollars (\$25,000).

B. The Corporation shall transfer to Seller the beneficial

ownership of the Chrysler automobile (serial no. 1B3BE66D9EC114674) presently owned by the Corporation, subject to any liens or claims on said automobile. The Corporation shall execute all documents necessary to transfer such ownership to Seller. The Corporation shall make all remaining payments owed to First American Bank of Washington N.A. with respect to the loan which the Corporation took out in order to purchase said automobile, when such payments become due and payable; the balance due to First American Bank of Washington N.A. with respect to such loan is approximately Three Thousand Six Hundred Seventy Four Dollars and Ninety Cents (\$3,674.90) as of July 31, 1987.

C. The Corporation will provide to Seller office space on the Corporation's premises until July 30, 1988, or for as long as the Corporation, in its reasonable opinion, determines that it has office space available for Seller's use at its premises, whichever is less. If the Corporation determines that office space is no longer available for Seller's use on the Corporation's premises, the Corporation will provide for Seller telephone answering service during normal business hours and facilities for the receipt of mail at the Corporation's premises until July 30, 1988. Seller shall pay to the Corporation, within thirty days of receiving a written request from the Corporation, all out-of-pocket costs incurred by the Corporation associated with the provision of such office space, such as long distance telephone charges and postage charges.

D. The Corporation shall make payments to Blue Cross/Blue

Shield in order to ensure the continuation of Seller's health insurance benefits for a period of six months after the date of execution of this Agreement.

E. The Corporation shall transfer ownership to Seller of the Insurance Policy No. 1269878 issued by Federal Kemper Life Assurance Co. on Seller's life, and the Corporation shall execute all documents necessary to transfer such ownership and to give Seller the right to name the beneficiary under such life insurance policy. The Corporation shall make all premium payments on such life insurance policy which are due on or before July 31, 1987, and Seller shall make all premium payments on such life insurance policy which are due after July 31, 1987.

F. If the Corporation's public relations proposal to the Kingdom of Saudi Arabia, submitted on or about July 31, 1987, is accepted by the Kingdom of Saudi Arabia, Seller shall perform those services which the Corporation deems necessary to assist it in carrying out the public relations program on behalf of the Kingdom of Saudi Arabia, and the Corporation shall pay to Seller, upon its receipt of advance fees from the Kingdom of Saudi Arabia, a Twenty Five Thousand Dollar (\$25,000) consulting fee for his consulting services.

G. If the proposal referred to in Subparagraph F of this Paragraph 5 is accepted by the Kingdom of Saudi Arabia, and if the Corporation submits a follow-up public relations proposal which is accepted by the Kingdom of Saudi Arabia, Seller shall perform those services which the Corporation deems necessary to assist it in carrying out the public relations program on behalf

of the Kingdom of Saudi Arabia, and the Corporation shall pay to Seller, upon its receipt of advance fees from the Kingdom of Saudi Arabia, reasonable consulting fees in an amount and at such intervals to be mutually agreed upon by Seller and the Corporation. In the event that the Corporation and Seller are unable to agree upon the amount or intervals of such fees to be paid to Seller, the Corporation shall choose an independent party knowledgable in the business of public relations, and Seller shall choose a second independent party knowledgable in the business of public relations. The two independent parties so chosen shall together choose a third independent party knowledgable in the business of public relations. The third independent party shall decide in what amount and at what intervals the Corporation shall pay Seller his consulting fees with respect to said follow-up proposal, and the third independent party's decision shall be final and binding upon both the Corporation and Seller. The Corporation and Seller shall each bear the cost of the independent parties separately chosen, and they shall bear equally the cost of the third independent party.

H. If the Corporation's public relations proposal to the Government of Pakistan, submitted on May 22, 1987, is accepted by the Government of Pakistan, Seller shall perform those services which the Corporation deems necessary to assist it in carrying out the public relations program on behalf of the Government of Pakistan, and the Corporation shall pay to Seller, for his consulting services, consulting fees in the following amounts:

(i) Twenty-two-and-a-half percent (22.5%) of the net income (i.e., revenues minus out-of-pocket expenses) as and when received by the Corporation under the contract with the Government of Pakistan for the first year of such contract's existence; and

(ii) Seven-and-a-half percent (7.5%) of the net income (i.e., revenues minus out-of-pocket expenses) as and when received by the Corporation under the contract with the Government of Pakistan for every year following the first year of such contract's existence.

6. Representations and Warranties of Seller. Seller , represents, warrants and covenants to the Corporation that:

A. Seller is the sole owner, of record and beneficially, of the Shares, and that all of the Shares are free and clear of any liens, claims, options, rights of first refusal, preemptive rights, encumbrances and restrictions of any kind.

B. Seller has good and marketable title to the Shares, and Seller has the absolute right, power and capacity to sell, assign and deliver the Shares to the Corporation, free and clear of all liens, claims, options, rights of first refusal, preemptive rights, encumbrances and restrictions of any kind.

C. The execution and delivery of this Agreement by Seller, and the consummation of the transaction contemplated hereby, has not resulted and will not result (with or without the lapse of time or the giving of notice or both) in any breach of, or constitute a default under, any easement, will, deed, mortgage,

trust agreement, loan agreement, pledge agreement or any other instrument to which Seller is a party or by which Seller may be bound, or any judgment, decree or order of any court to which Seller is a party or by which Seller may be bound.

D. The consent or authorization of any person (other than Seller), firm, corporation or other entity is not required as a condition precedent to the execution of this Agreement or the consummation of the transaction contemplated hereby.

E. Seller hereby indemnifies and holds the Corporation harmless from all claims, losses, damages, costs or expenses of any kind or character, including attorneys' fees, arising out of or resulting from a claim that the Shares, or any of the proceeds paid by the Corporation for the Shares or any other payments made or incurred by the Corporation pursuant to the terms of this Agreement, are subject to any rights or equitable or legal liens, claims, options, encumbrances or restrictions of any nature by any person or entity other than Seller.

7. Representations and Warranties of the Corporation. The Corporation represents, warrants and covenants to Seller that:

A. This Agreement has been duly authorized by all requisite corporate action of the Corporation and constitutes a valid and binding obligation of the Corporation in accordance with its terms.

B. The Corporation has the full right, power and capacity to enter into this Agreement and to carry out the transaction contemplated hereby.

C. The execution and delivery of this Agreement by the Corporation, and the consummation of the transaction contemplated hereby, have not resulted and will not result (with or without the lapse of time of the giving of notice or both) in any breach of, or constitute a default under, any easement, will, deed, mortgage, trust agreement, loan agreement, pledge agreement or any other instrument to which the Corporation is a party or by which it may be bound, or any judgment, decree or order of any court to which the Corporation is a party of by which it may be bound.

D. The consent or authorization of any person, firm, corporation or other entity (other than the Corporation) is not required as a condition precedent to the execution of this Agreement or the consummation of the transaction contemplated hereby.

8. General release. Seller, for himself, his successors, administrators, executors, heirs, legal representatives and assigns, hereby forever releases and discharges the Corporation, its officers, directors, employees and shareholders (including but not limited to Wagner), as well as the successors, assigns and legal representatives of the Corporation, its officers, directors, employees and shareholders (including but not limited to Wagner), from all manner of actions, suits, debts, dues, losses, damages, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, obligations, damages, judgments, executions,

liabilities, claims and demands whatsoever, whether known or unknown, fixed or contingent, legal or equitable, mature or inchoate, of any nature whatsoever, including benefits, privileges and entitlements as a director, officer or shareholder of the Corporation (hereinafter referred to as "Claims"), including but not limited to Claims arising out of or relating to any oral or written agreement which Seller may have or have had with the Corporation or any of its officers, directors, employees or shareholders (including but not limited to Wagner), all of which Claims Seller had, now has or hereafter can, shall or may have, for or by reason of any matter whatsoever from the beginning of the world to the date of these presents, except for those obligations of the Corporation which are contained in this Agreement. This is a final release of such Claims by Seller, and there is no other contract, understanding or agreement, written or oral, concerning this matter.

9. Survival of Representations and Warranties. The representations of Seller and the Corporation are true now and shall survive the delivery of the Shares sold and delivered hereunder.

10. Expenses with Respect to Transaction. The Corporation agrees that it will pay all fees, costs and expenses incurred by it in connection with this transaction, including but not limited to the fees and expenses of its attorneys, accountants and other persons, and no portion thereof shall be paid by Seller. Seller

agrees that he will pay all fees, costs and expenses incurred by him in connection with this transaction, including but not limited to the fees and expenses of his attorneys, accountants and other persons, and no portion thereof shall be paid by the Corporation.

11. Effectiveness of Agreement. This Agreement shall become effective when executed and delivered by the Corporation, Seller and Wagner, and it shall be binding in all respects upon the respective successors, administrators, executors, heirs, legal representatives and assigns of each of the parties hereto; provided, however, that neither the Corporation nor Seller nor Wagner may assign their rights or transfer their obligations under this Agreement in whole or in part without first obtaining the written consent of all of the other parties hereto.

12. Completeness of Agreement. This Agreement represents the entire contract between the parties with respect to the subject matter hereof and shall not be modified or affected by any offer, proposal, statement or representation, oral or written, made by or for any party in connection with the negotiation of the terms hereof. This Agreement may be amended subsequent to its execution only by an agreement in writing signed by all parties hereto. There are no representations, promises, warranties, covenants, undertakings or assurances (expressed or implied) other than those expressly set forth or

provided for herein.

13. Captions. The captions to the Paragraphs contained in this Agreement are for reference only, do not form a substantive part of this Agreement, and shall not restrict nor enlarge any substantive provision of this Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original but all of which shall constitute the Agreement by and among the parties.

15. Severability. Should any term, provision or clause hereof, or of any other agreement or document which is required by this Agreement, be held to be invalid, such invalidity shall not affect any other provisions or clauses hereof or thereof which can be given effect without such invalid provision, all of which shall remain in full force and effect.

16. Mutual Indemnification.

A. The Corporation, its successors and assigns, hereby indemnify Seller, his successors, administrators, executors, heirs, legal representatives and assigns, and agree to hold Seller, his successors, administrators, executors, heirs, legal representatives and assigns, harmless from all claims, demands, costs, losses, damages and liabilities, including reasonable attorneys' fees and costs incurred by Seller in investigating and defending himself,

resulting from a breach by the Corporation of any representation, warranty, covenant or agreement under this Agreement.

B. Seller, his successors, administrators, executors, heirs, legal representatives and assigns, hereby indemnify the Corporation, its successors, assigns and legal representatives, and agree to hold the Corporation, its successors, assigns and legal representatives, harmless from all claims, demands, costs, losses, damages and liabilities, including reasonable attorneys' fees and costs incurred by the Corporation in investigating and defending itself, resulting from a breach by Seller of any representation, warranty, covenant or agreement under this Agreement.

C. As used in this Paragraph 16, the term "indemnifying party" shall mean the person or persons against whom an indemnified party makes a claim for indemnification hereunder. The obligations and liabilities of each indemnifying party hereunder with respect to claims resulting from the assertion of liability by the other party or third parties shall be subject to the following terms and conditions.

(i) Notice. The indemnified party shall give prompt written notice to the indemnifying party of any claim or event known to it which does or may give rise to a claim by the indemnified party against the indemnifying party based on this Agreement, stating the nature and basis of said claims or events and the amounts thereof, to the extent known.

(ii) Claims or Actions By Third Parties. In the event of any claim, action, suit or proceeding made or brought by third parties against a party indemnified under this Agreement, the indemnified party shall give written notice of such claim, action, suit or proceeding with a copy of the claim, process and all legal pleadings with respect thereto to the indemnifying party. Such notice shall be a condition precedent to any liability of such indemnifying party under this Agreement. In case any such claim, action, suit or proceeding shall be brought by any third party against any indemnified party and the indemnified party shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate in, and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party in its reasonable judgment, and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof. The indemnified party shall have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of such indemnified party, when and as incurred, unless (a) the employment of counsel by

such indemnified party has been authorized by the indemnifying parties, or (b) the indemnifying parties shall not in fact have employed counsel reasonably satisfactory to the indemnified party to assume the defense of such action. If clause (b) of the preceding sentence shall be applicable, then counsel for the indemnified party shall have the right to direct the defense of such claim, action, suit or proceeding on behalf of the indemnified party. The indemnified party and the indemnifying party, as the case may be, shall be kept fully informed of such claim, action, suit or proceeding at all stages thereof whether or not such party is represented by its own counsel.

17. No Third Party Beneficiary. This Agreement is intended to inure to the benefit of the Corporation, Seller and Wagner only; no other party shall have any rights, express or implied, by reason of this Agreement.

18. Applicable Law. This Agreement shall be construed and governed in accordance with the laws of the District of Columbia.

19. Notices. All notices required or permitted to be given under the terms of this Agreement shall be deemed to be properly given if given in writing, by registered or certified United States mail, with postage prepaid and return receipt requested, and addressed to the parties at the addresses set forth below (or

to such other addresses as any party may from time to time designate by notice in writing to the other parties):

If to the Corporation:

Wagner & Baroody, Inc.  
1615 L Street, N.W.  
Suite 750  
Washington, D.C. 20036  
Attn: Paul F. Wagner, Chairman

If to Seller:

Joseph R. Baroody  
2400 South Glebe Road  
Arlington, VA 22206

If to Wagner:

Paul F. Wagner  
1006 Waynewood Boulevard  
Alexandria, VA 22308

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

Corporate Seal

Wagner & Baroody, Inc.

Attest:

by Paul F. Wagner  
Chairman

Joseph D. Baroody  
Secretary

Date: July 29, 1987

Date: July 29, 1987

Paul L. Harney  
Witness

Joseph D. Baroody  
Joseph D. Baroody

Date: July 29, 1987

Date: July 29, 1987

Paul L. Harney  
Witness

Paul F. Wagner  
Paul F. Wagner

Date: July 29, 1987

Date: July 29, 1987

RESIGNATION

I, Joseph D. Barody, hereby resign as President and Secretary of Wagner & Barody, Inc., to be effective as of July 31, 1987.

  
\_\_\_\_\_  
Joseph D. Barody

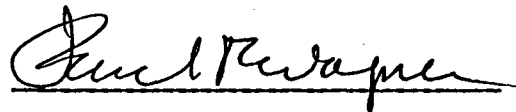
\* \* \* \*

CALL AND WAIVER OF NOTICE  
OF  
MEETING OF STOCKHOLDERS

\* \* \* \*

WE, THE UNDERSIGNED, being all the stockholders of Wagner & Baroody, Inc., a corporation organized under the District of Columbia Business Corporation Act, do hereby call a special meeting of the stockholders of said corporation, to be held at 1615 L Street, N.W., Washington, D.C., on August 27, 1987 at 2 P.M., for the purpose of electing directors for the corporation and transacting such other business as may be necessary; and we hereby waive notice of the time, place and purpose of the meeting and consent to the transaction thereat of any and all business pertaining to the affairs of the corporation.

Dated: August 27, 1987



Paul F. Wagner  
Stockholder

\* \* \* \*

WAGNER & BAROODY, INC.

SPECIAL MEETING OF STOCKHOLDERS

\* \* \* \*

The special meeting of the stockholders of Wagner & Baroody, Inc., was held at 1615 L Street, N.W., at 2 P.M., on August 27, 1987.

The following stockholder representing all of the outstanding shares of the corporation was present:

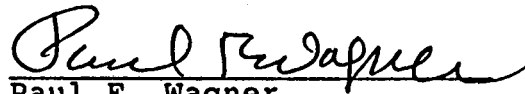
Paul F. Wagner

Upon motion duly made and seconded, the following resolution was adopted by the stockholder:

STOCKHOLDERS' RESOLUTION

RESOLVED, that Paul F. Wagner, Kathryn Jean Wagner, Robert P. Avary, Jr. and William J. Hines are hereby elected as directors of the corporation, to serve until the next annual stockholders' meeting or until their successors are elected and qualify.

August 27, 1987  
Date

  
Paul F. Wagner  
Stockholder

\* \* \* \*

## CALL AND WAIVER OF NOTICE

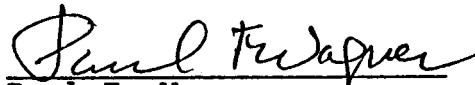
OF

## MEETING OF DIRECTORS

\* \* \* \*


WE, THE UNDERSIGNED, being all the directors of Wagner & Barody, Inc., a corporation organized under the District of Columbia Business Corporation Act, do hereby call a special meeting of the directors of said corporation, to be held at 1615 L Street, N.W., Washington, D.C., on August 28, 1987 at 3 P.M., for the purpose of electing officers of the corporation, cancelling certain shares of the corporation's Common Stock, reincorporating the corporation pursuant to the provisions of the District of Columbia Business Corporation Act, and transacting such other business as may be necessary; and we hereby waive notice of the time, place and purpose of the meeting and consent to the transaction thereat of any and all business pertaining to the affairs of the corporation.

Dated: August 28, 1987

  
Paul F. Wagner

  
Kathryn Jean Wagner

  
Robert P. Avary, Jr.

  
William J. Hines

\* \* \* \*

WAGNER & BAROODY, INC.

SPECIAL MEETING OF DIRECTORS

\* \* \* \*

The special meeting of the directors of Wagner & Baroody, Inc., was held at 1615 L Street, N.W., at 3 P.M., on August 28, 1987.

The following directors named in the Articles of Incorporation and constituting a quorum of the board of directors were present:

Paul F. Wagner

Kathryn Jean Wagner

Robert P. Avary, Jr.

William J. Hines

Upon motion duly made and seconded, the following resolutions were adopted by the directors:

DIRECTORS' RESOLUTIONS

RESOLVED, that the Board of Directors deems it advisable in its judgment for the corporation to reincorporate under the provisions of Section 29-399.42 of the District of Columbia Business Corporation Act of 1978, subject to the approval of the corporation's stockholders.

FURTHER RESOLVED, that the Board of Directors submit such proposed reincorporation to a vote at the next meeting of stockholders to take place on August 28, 1987.

FURTHER RESOLVED, that, subject to the approval of the corporation's stockholders, the Articles of Reincorporation of the corporation shall read as follows:

FIRST: The name under which the corporation elects to be reincorporated is Wagner & Baroody, Inc.

SECOND: The address, including street and number, if any, of its registered office in the District of Columbia is 1615 L Street, N.W., Suite 750, Washington, D.C. 20036, and the name of its registered agent at such address is William J. Hines.

THIRD: The period of its duration is perpetual.

**FOURTH:** The purpose or purposes which it will hereafter carry on are:

To conduct a general public relations business and furnish services in advertising, promoting and developing the business of corporations, partnerships, firms and individuals; and to formulate, prepare, and develop plans, systems, and methods for increasing and improving the production, sales and public relations of enterprises of all kinds.

To conduct and carry on a management and industrial consulting service, and to make surveys, studies, analyses, and investigations, relating or incidental to manufacturing, production, marketing, sales promotion, merchandising, financing, investments, purchasing, and business methods and systems.

In general, to carry on any other business connected with or incidental to the foregoing objects and purposes, and to have and exercise all the powers conferred by the laws of the District of Columbia upon corporations formed under the District of Columbia Business Corporation Act.

**FIFTH:** The aggregate number of shares which the corporation was authorized to issue is one hundred all of one class. The designation of each

class, the number of shares of each class, and the par value, if any, or a statement that the shares of any class are without par value, are as follows:

<u>Number of Shares</u>	<u>Class</u>	<u>Series (If Any)</u>	<u>Par Value Per Share or Statement that Shares Are Without Par Value</u>
100	Common	None	\$10.00

**SIXTH:** There is only one class of capital stock of the corporation, and that class consists of common stock. There are no preferences, qualifications, limitations, restrictions, and/or special or relative rights with respect to the shares of common stock of the corporation, and each share of common stock has full voting power.

**SEVENTH:** Provisions for the regulation of the internal affairs of the corporation are:

The power to make, alter, amend or repeal the by-laws of the corporation shall be vested in the board of directors.

**EIGHTH:** The number of directors of the corporation is four or such other number as is from time to time decided by a meeting of the corporation's shareholders. The board of directors adopted a resolution declaring it advisable in the judgment of the board that the corporation should be reincorporated under the provisions of

the Code of Laws of the District of Columbia in the manner set forth in the Articles of Reincorporation.

NINTH: The corporation elects to surrender its existing charter and to be reincorporated under and subject to the provisions of the Code of Laws of the District of Columbia Title 29, Chapter 3.

TENTH: The aggregate number of shares outstanding of each class are:

<u>Number of Shares</u>	<u>Class</u>	<u>Series (If Any)</u>	<u>Par Value Per Share or Statement that Shares Are Without Par Value</u>
100	Common	None	\$10.00

ELEVENTH: The number of shares of each class voted for and against such reincorporation was:

<u>Class</u>	<u>Number of Shares Voted</u>	
	<u>For</u>	<u>Against</u>
Common	100	0

FURTHER RESOLVED, that the appropriate officers of the corporation are hereby authorized, subject to the approval of the corporation's stockholders, to file the corporation's Articles of Reincorporation with the Office of the Mayor of the District of Columbia.

FURTHER RESOLVED, that the Board of Directors hereby ratifies, confirms and approves all resolutions heretofore approved by directors of the corporation and

actions taken pursuant thereto, regardless of the number of directors serving in that capacity at the time of the approval of such resolutions.

FURTHER RESOLVED, that the Board of Directors hereby ratifies, confirms and approves the Loan Agreement and the Note, both dated July 29, 1987, between the corporation and Paul F. Wagner, and all transactions referenced therein. The Board of Directors recognizes that the loan of Twenty-Five Thousand Dollars (\$25,000) from Paul F. Wagner to the corporation was necessary for the legitimate business purpose of allowing the corporation sufficient funds to purchase the 50 shares of the corporation's Common Stock owned by Joseph D. Baroody, pursuant to the Agreement, effective as of July 31, 1987, between the corporation, Joseph D. Baroody and Paul F. Wagner. The Board of Directors also recognizes that the interest rate of 7.50% charged to the corporation in the Loan Agreement and the Note is a fair and equitable rate.

FURTHER RESOLVED, that the Board of Directors elects the following officers to serve the corporation in their respective positions subject to the By-Laws for a period of one year and until their successors are chosen: Paul F. Wagner, Chairman of the Board of Directors; William J. Hines, President; Robert P. Avary, Jr., Executive Vice President and Secretary; Christine Gibeau, Treasurer;

and Christine Gibeau Assistant Secretary.

FURTHER RESOLVED, that the Board of Directors hereby authorizes and approves the cancellation of the 50 shares of the corporation's Common Stock, \$10 par value per share, previously belonging to Mr. Joseph D. Baroody, who sold such shares to the corporation effective as of July 31, 1987. Said 50 shares shall be deemed authorized but unissued shares of the corporation's Common Stock.

FURTHER RESOLVED, that the Board of Directors authorizes the appropriate officers of the corporation to file a statement of cancellation of reacquired shares pursuant to Section 29-360 of the District of Columbia Business Corporation Act of 1978.

FURTHER RESOLVED, that the corporation is hereby authorized to accept from Robert P. Avary, Jr. ("Avary") the subscription agreement, substantially in the form filed as a part of these minutes, whereby Avary agrees to subscribe to Twenty-Five (25) shares of Common Stock of the corporation, \$10 par value per share, in exchange for a payment from Avary to the corporation of Twelve Thousand Five Hundred Dollars (\$12,500).

FURTHER RESOLVED, that the President and Secretary of the corporation are hereby authorized to issue on behalf of the corporation a certificate representing an amount of Twenty-Five (25) fully paid and non-

assessable shares of Common Stock of the corporation, \$10 par value per share, to Avary, upon payment from Avary to the corporation of Twelve Thousand Five Hundred Dollars (\$12,500).

FURTHER RESOLVED, that the corporation is hereby authorized to accept from William J. Hines ("Hines") the subscription agreement, substantially in the form filed as a part of these minutes, whereby Hines agrees to subscribe to Twenty-Five (25) shares of Common Stock of the corporation, \$10 par value per share, in exchange for a payment from Hines to the corporation of Twelve Thousand Five Hundred Dollars (\$12,500).

FURTHER RESOLVED, that the President and Secretary of the corporation are hereby authorized to issue on behalf of the corporation a certificate representing an amount of Twenty-Five (25) fully paid and non-assessable shares of Common Stock of the corporation, \$10 par value per share, to Hines, upon payment from Hines to the corporation of Twelve Thousand Five Hundred Dollars (\$12,500).

FURTHER RESOLVED, that the appropriate officers of the corporation are hereby authorized to enter into any agreements, sign any documents, certificates or instru-

ments, and to take any other action or to omit any action which in their sole judgment is desirable to carry out the purposes of the foregoing resolutions.

Aug. 28, 1987  
Date

Paul F. Wagner  
Paul F. Wagner

August 28, 1987  
Date

Kathryn Jean Wagner  
Kathryn Jean Wagner

August 28, 1987  
Date

Robert P. Avary, Jr.  
Robert P. Avary, Jr.

August 28, 1987  
Date

William J. Hines  
William J. Hines

\* \* \* \*

## CALL AND WAIVER OF NOTICE

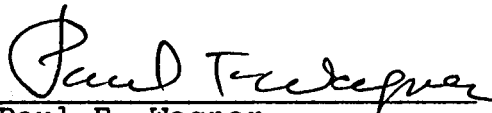
OF

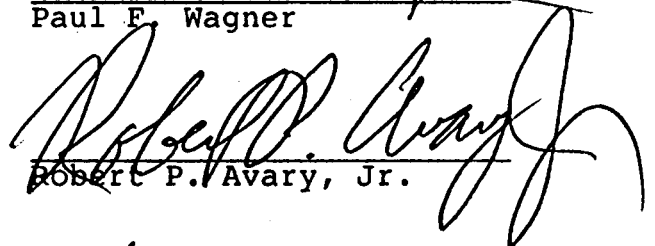
## MEETING OF STOCKHOLDERS

\* \* \* \*

WE, THE UNDERSIGNED, being all the stockholders of Wagner & Baroody, Inc., a corporation organized under the District of Columbia Business Corporation Act, do hereby call a special meeting of the stockholders of said corporation, to be held at 1615 L Street, N.W., Washington, D.C., on August 28, 1987 at 4 P.M., for the purpose of reincorporating the corporation pursuant to the provisions of the District of Columbia Business Corporation Act and transacting such other business as may be necessary; and we hereby waive notice of the time, place and purpose of the meeting and consent to the transaction thereat of any and all business pertaining to the affairs of the corporation.

Dated: 8-28, 1987

  
Paul F. Wagner

  
Robert P. Avary, Jr.

  
William J. Hines

\* \* \* \*

WAGNER & BAROODY, INC.

SPECIAL MEETING OF STOCKHOLDERS

\* \* \* \*

The special meeting of the stockholders of Wagner & Baroody, Inc., was held at 1615 L Street, N.W., at 4 P.M., on August 28, 1987.

The following stockholders representing all of the outstanding shares of the corporation was present:

Paul F. Wagner  
Robert P. Avary, Jr.  
William J. Hines

Upon motion duly made and seconded, the following resolutions were adopted by the stockholders:

## STOCKHOLDERS' RESOLUTIONS

RESOLVED, that the stockholders approve the proposed reincorporation of the corporation pursuant to Section 29-399.42 of the District of Columbia Business Corporation Act.

FURTHER RESOLVED, that the Articles of Reincorporation of the corporation shall read as follows:

**FIRST:** The name under which the corporation elects to be reincorporated is Wagner & Baroody, Inc.

**SECOND:** The address, including street and number, if any, of its registered office in the District of Columbia is 1615 L Street, N.W., Suite 750, Washington, D.C. 20036, and the name of its registered agent at such address is William J. Hines.

**THIRD:** The period of its duration is perpetual.

**FOURTH:** The purpose or purposes which it will hereafter carry on are:

To conduct a general public relations business and furnish services in advertising, promoting and developing the business of corporations, partnerships, firms and individuals; and to formulate, prepare, and develop plans, systems, and methods for increasing and improving the production, sales and public relations of enterprises of all kinds.

To conduct and carry on a management and industrial consulting service, and to make surveys, studies, analyses, and investigations, relating or incidental to manufacturing, production, marketing, sales promotion, merchandising, financing, investments, purchasing, and business methods and systems.

In general, to carry on any other business connected with or incidental to the foregoing objects and purposes, and to have and exercise all the powers conferred by the laws of the District of Columbia upon corporations formed under the District of Columbia Business Corporation Act.

FIFTH: The aggregate number of shares which the corporation was authorized to issue is one hundred all of one class. The designation of each class, the number of shares of each class, and the par value, if any, or a statement that the shares of any class are without par value, are as follows:

<u>Number of Shares</u>	<u>Class</u>	<u>Series (If Any)</u>	<u>Par Value Per Share or Statement that Shares Are Without Par Value</u>
100	Common	None	\$10.00

SIXTH: There is only one class of capital stock of the corporation, and that class consists of common stock. There are no preferences, qualifications, limitations, restrictions, and/or special or relative

rights with respect to the shares of common stock of the corporation, and each share of common stock has full voting power.

**SEVENTH:** Provisions for the regulation of the internal affairs of the corporation are:

The power to make, alter, amend or repeal the by-laws of the corporation shall be vested in the board of directors.

**EIGHTH:** The number of directors of the corporation is four or such other number as is from time to time decided by a meeting of the corporation's shareholders. The board of directors adopted a resolution declaring it advisable in the judgment of the board that the corporation should be reincorporated under the provisions of the Code of Laws of the District of Columbia in the manner set forth in the Articles of Reincorporation.

**NINTH:** The corporation elects to surrender its existing charter and to be reincorporated under and subject to the provisions of the Code of Laws of the District of Columbia Title 29, Chapter 3.

**TENTH:** The aggregate number of shares outstanding of each class are:

<u>Number of Shares</u>	<u>Class</u>	<u>Series (If Any)</u>	<u>Par Value Per Share or Statement that Shares Are Without Par Value</u>
100	Common	None	\$10.00

ELEVENTH: The number of shares of each class voted for and against such reincorporation was:

<u>Class</u>	Number of Shares Voted	
	<u>For</u>	<u>Against</u>
Common	100	0

FURTHER RESOLVED, that the stockholders hereby ratify, confirm and approve all resolutions heretofore approved by the directors of the corporation and actions taken pursuant thereto, regardless of the number of directors serving in that capacity at the time of approval of such resolutions.

FURTHER RESOLVED, that the stockholders hereby ratify, confirm and approve the Loan Agreement and the Note, both dated July 29, 1987, between the corporation and Paul F. Wagner, and all transactions referenced therein. The stockholders recognize that the loan of Twenty-Five Thousand Dollars (\$25,000) from Paul F. Wagner to the corporation was necessary for the legitimate business purpose of allowing the corporation sufficient funds to purchase the 50 shares of the corporation's Common Stock owned by Joseph D. Baroody, pursuant to the Agreement, effective as of July 31, 1987, between the corporation, Joseph D. Baroody and Paul F.

Wagner. The stockholders also recognize that the interest rate of 7.50% charged to the corporation in the Loan Agreement and the Note is a fair and equitable rate.

August 28, 1987

Date

Paul F. Wagner

Paul F. Wagner

August 28, 1987

Date

Robert P. Avary, Jr.

Robert P. Avary, Jr.

8-28, 1987

Date

William J. Hines

William J. Hines