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KENNETH L. LEBON
ASSOCIATE

WRITER'S DIRECT DIAL NUMBER
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December 27, 1995

FEDERAL EXPRESS

Mr. Brian M. Bruh
9401 Wooden Bridge Road
Potomac, Maryland 20854

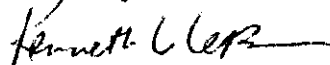
Re: Articles of Organization for Brian Bruh Associates, L.L.C.

Dear Mr. Bruh:

Enclosed for your records is a copy of the Articles of Organization of Brian Bruh Associates, L.L.C. The State of Maryland Department of Assessments and Taxation approved the enclosed Articles of Organization on December 22, 1995. I will send a copy of an operating agreement for the company by the end of next week.

Please call me if you have any questions.

Sincerely,



Kenneth L. Le Bon

Enclosure

cc: Samuel P. Kastner

STATE OF MARYLAND

409715

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

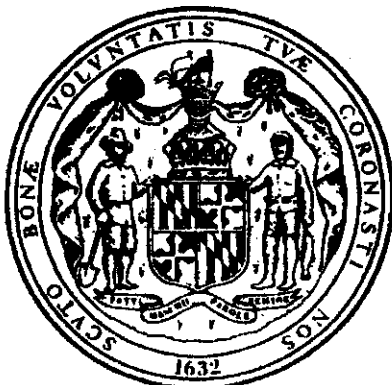
301 West Preston Street Baltimore, Maryland 21201

DATE: DECEMBER 22, 1995

THIS IS TO ADVISE YOU THAT THE ARTICLES OF ORGANIZATION OF
BRIAN BRUH ASSOCIATES, L.L.C.
WERE RECEIVED AND APPROVED FOR RECORD ON DECEMBER 22, 1995 AT 10:57 AM.

FEE PAID:

107.00



JOSEPH V. STEWART
CHARTER SPECIALIST

AT5-031

90

ARTICLES OF ORGANIZATION
OF
BRIAN BRUH ASSOCIATES, L.L.C. 12-22-95 1057a

RECEIVED
DEC 22 1995
1057

THESE ARTICLES OF ORGANIZATION are made as of this 20th day of December, 1995 by the undersigned authorized person pursuant to the provisions of Title 4A of the General Laws of the State of Maryland in order to form a limited liability company.

ARTICLE I: The name of the limited liability company is Brian Bruh Associates, L.L.C. (the "Company").

ARTICLE II: The Company shall be dissolved and its affairs wound up upon the earlier of (a) December 31, 2045, (b) death, insanity, bankruptcy, retirement from the Company or expulsion from the company of any Member, unless a majority in Interest of the remaining Members elect to continue the Company within ninety (90) days of the foregoing event, or (c) the happening of any other event causing the dissolution of the Company under the Limited Liability Company Act, unless as otherwise provided in the Operating Agreement.

ARTICLE III: The purpose for which the limited liability company is formed is to provide investigation services for tax, criminal and other matters, and to engage in any other act or activity for which limited liability companies may be formed under the General Laws of the State of Maryland.

ARTICLE IV: The address of the principal office of the Company is 9401 Wooden Bridge Road, Potomac, Maryland 20854. The name and address of the resident agent of the Company are Brian M. Bruh, 9401 Wooden Bridge Road, Potomac, Maryland 20854.

IN WITNESS WHEREOF, the undersigned authorized person acknowledges, under penalties of perjury, to the best of his knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that he has executed these Articles of Organization as of the day and year first above written.


Samuel P. Kastner

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the
page document on file in this office. DATED: 12-22-95
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

BY: *[Signature]* Custodian
This stamp replaces our previous certification system. Effective: 6/95

BRIAN BRUH ASSOCIATES, L.L.C.

OPERATING AGREEMENT

THIS OPERATING AGREEMENT (the "Agreement") is made effective as of the 22nd day of December, 1995, by and between BRIAN M. BRUH ("Brian Bruh") and JUDITH M. BRUH ("Judith Bruh"). Brian Bruh and Judith Bruh are collectively referred to as the "Members."

Recitals

A. The Members desire to form a limited liability company under the laws of the State of Maryland.

B. The purpose for which the limited liability company is formed is to provide investigation services for tax, criminal and other matters, and to engage in any other lawful activities permitted under the Maryland Limited Liability Company Act (the "Act").

Agreement

NOW THEREFORE, the Members agree and certify as follows:

I. NAME

The name of the limited liability company is Brian Bruh Associates, L.L.C. (the "Company").

II. BUSINESS PURPOSE

The business of the Company shall be to provide investigation services for tax, criminal and other matters, and to engage in any other lawful activities permitted under the Act.

III. PRINCIPAL OFFICE AND RESIDENT AGENT

The address of the principal office of the Company is 9401 Wooden Bridge Road, Potomac, Maryland 20854. The name and address of the resident agent of the Company are Brian M. Bruh, 9401 Wooden Bridge Road, Potomac, Maryland 20854. The initial business offices of the Company shall be located at 9401 Wooden Bridge Road, Potomac, Maryland 20854.

IV. MEMBERS

The names, Capital Contributions, and membership Interests (the "Interests") of the Members are as follows:

<u>Name</u>	<u>Membership Interests</u>	<u>Capital Contributions</u>
Brian Bruh	50.0%	\$100.00
Judith Bruh	50.0%	\$100.00
TOTAL	<u>100.0%</u>	<u>\$200.00</u>

V. CAPITAL ACCOUNTS

The Company shall establish and maintain a Capital Account for each Member in accordance with Treas. Reg. Section 1.704-1(b)(2)(iv) or other provision of similar import. To each Member's Capital Account there shall be credited such Member's Capital Contributions, his or her distributive share of profits, and any item in the nature of income or gain allocated to him or her pursuant to this Agreement. To each Member's Capital Account there shall be debited or credited such other adjustments as are required by Treas. Reg. Section 1.704-1(b)(2)(iv) to the extent not already reflected as a consequence of the foregoing, including, without limitation, adjustments arising from a revaluation of Company property, which adjustments shall reflect the manner in which any unrealized appreciation or depreciation in the property would be allocated if the property were sold. In the event any Interests in the Company are transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Interests. No Member shall be required to pay the Company any deficit in his or her Capital Account upon liquidation or otherwise, except to the extent provided by the Act.

VI. WITHDRAWAL OF CAPITAL CONTRIBUTIONS

Except as expressly provided otherwise in this Agreement, (i) no Member shall have the right to withdraw or reduce his or her Capital Contributions, or to demand and receive property other than cash from the Company in return for his or her Capital Contributions, (ii) no Member shall have priority over any other Member as to the return of his or her Capital Contributions or as to compensation by way of income, and (iii) any return of Capital Contributions to the Members shall be solely from Company assets.

VII. VOTING OF MEMBERS

The affirmative vote of not less than fifty-one percent (51%) of the Interests shall constitute the act of the Members.

VIII. MEETINGS

A. The annual meeting of the Members shall be held at the principal office of the Company (or at any other location as the Members may decide by a majority of Interests) on the Second Tuesday of March of each year, commencing in 1996. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. Special meetings of the Members, for any purpose or purposes described in the meeting notice, may be called by any Member. Unless waived, as herein provided and allowed, written notice stating the place, day and hour of the meeting (and in the case of a special meeting, the purpose or purposes for which the meeting is called) shall be delivered to each Member not less than ten (10) nor more than sixty (60) days before the date of the meeting. Members may participate at a meeting by telephone. Any action which may be taken at a meeting of Members may be taken without a meeting by written action of all the Members.

B. Whenever any notice is required to be given pursuant to this Agreement or the Act, a waiver of the notice, in writing, signed by the persons entitled to the notice, whether before or after the time stated therein, will be deemed equivalent to the giving of the notice.

IX. TERM

The Company commenced on December 22, 1995, the date that the Company's Articles of Organization were received and approved for record by the State of Maryland Department of Assessments and Taxation, and shall be dissolved and its affairs wound up upon the earlier of (a) December 31, 2045; (b) the death, insanity, bankruptcy, retirement from the Company or expulsion from the Company of any Member, unless a majority in Interest of the remaining Members elects to continue the Company within ninety (90) days after the foregoing event; or (c) the happening of any other event causing the dissolution of the Company under the Act. If any event causes the dissolution of the Company, the Company shall file articles of cancellation with the State of Maryland Department of Assessments and Taxation, the affairs of the Company shall be wound up (unless the Members elect to continue the Company in accordance with the Act or the terms of this Agreement), and the assets of the Company distributed in accordance with the procedures set forth in the Act.

X. OPERATION OF BUSINESS

A. The managers of the Company will be selected by the vote of the Members in accordance with Section VII of this Agreement. Brian Bruh will be the initial manager of the Company.

B. The managers of the Company shall have full and exclusive right, power and authority to: (i) carry out the decisions of the Members in the management and control of the business and affairs of the Company; (ii) do any and all acts and things necessary, proper, ordinary, customary or advisable to effectuate the decisions of the Members of the Company; (iii) effectuate the decisions of the Members of the Company; (iv) execute and deliver on behalf

of the Company any contract, agreement, or other instrument or document required or otherwise appropriate to conduct the business affairs of the Company, including contracts with any Member; and (v) bring, compromise, settle, and defend actions at law or in equity.

C. The Company's books shall be maintained at the offices of the Company and each Member shall have access thereto. The fiscal year of the Company shall be the calendar year and the books shall be closed and balanced at the end of each fiscal year. The Company shall furnish financial statements to the Members at least annually and prepare tax returns in a timely manner, furnishing copies to all Members at least twenty (20) days before they are filed by the Company. Each Member shall be reimbursed by the Company for all expenses incurred on behalf of the Company.

XI. PROFITS, LOSSES AND CASH DISTRIBUTIONS

The profits of the Company shall be determined by deducting from the gross revenue of the Company all operating expenses of the Company. The profits, gains, losses, deductions and credits of the Company for tax and accounting purposes shall be determined by the managers of the Company in accordance with generally accepted accounting principles, and shall be allocated to the Members pro rata in accordance with their Interests. All cash distributions from the Company shall be distributed by the managers of the Company pro rata in accordance with their Interests.

XII. TRANSFER OF MEMBERSHIP INTERESTS

A. Intervivos Transfers. No Member may sell, assign, transfer or in any other manner make any intervivos disposition of his or her Interest (whether now owned or hereafter acquired) unless he or she first obtains the advance written consent of the other Members. In the event of any transfer or other disposition of an Interest in the Company, the transferee must agree in writing to be bound by all of the provisions of this Agreement applicable to Members and shall become a party hereto.

B. Transfers Upon Death of a Member. Upon the death of a Member, his or her personal representative shall have all of the rights of a Member for the purpose of settling or managing the deceased Member's estate until such time as the deceased Member's estate causes such deceased Member's Interests to be distributed to such deceased Member's spouse, children or lineal decedents. Such spouse, children or lineal decedents must agree in writing to be bound by all of the provisions of this Agreement applicable to Members and shall become a party hereto.

C. No assignment, transfer, sale, exchange or other disposition of the Interests of a Member shall be made if such disposition would cause the Company to be treated as an association taxable as a corporation rather than a partnership for federal income tax purposes, cause the termination of the Company for federal income tax purposes or violate the provisions of any federal or state securities laws. Any attempted assignment or other disposition which

does not satisfy the requirements of this section shall not be recognized by the Company and shall be void and of no effect.

XIII. MISCELLANEOUS

- A. Amendment Procedure. Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and effective only if it receives the consent of not less than sixty percent (60%) of the Interests of the Members.
- B. Title to Company Property. All property owned by the Company, whether real or personal, tangible or intangible, shall be deemed to be owned by the Company as an entity, and no Member shall individually have any ownership of such property. The Company may hold any of its assets in its own name or in the name of its nominee, which may be one or more individuals, corporations or entities.
- C. Validity. If any provision of this Agreement, or application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement shall not be affected thereby.
- D. Applicable Law. This Agreement, and the application or interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of Maryland.
- E. Binding Agreement. This Agreement shall be binding upon the parties hereto, their heirs, executors, personal representatives, successors and assigns.
- F. Waiver of Action for Partition. Each of the parties hereto irrevocably waives during the term of the Company any right that he or she may have to maintain any action for partition with respect to any property of the Company.
- G. Headings. All paragraph or section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any paragraph or section.
- H. Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.
- I. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.
- J. Entire Agreement. This Agreement contains the entire understanding among the parties hereto and supersedes all prior written or oral agreements among them respecting the within subject matter, unless otherwise provided herein. There are no representations,

agreements, arrangements or understandings, oral or written, among the Members hereto relating to the subject matter of this Agreement which are not fully expressed herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESS:

Brian M. Bruh

Judith M. Bruh

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