

Exhibit C

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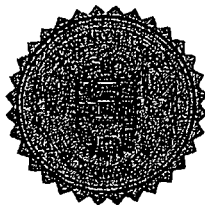
Delaware

PAGE 2

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "DUTKO WORLDWIDE, LLC" FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JUNE, A.D. 2005, AT 12:27 O'CLOCK P.M.

2009 JAN 21 PM 3:26
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Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3989382

DATE: 06-29-05

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:27 PM 06/28/2005
FILED 12:27 PM 06/28/2005
SRV 050537489 - 2283379 FILE

CERTIFICATE OF FORMATION

OF

DUTKO WORLDWIDE, LLC

1. The name of the limited liability company is **Dutko Worldwide, LLC.**
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 28th day of June, 2005.

DUTKO WORLDWIDE, LLC

By /s/ M. Martha Sherry
Name: M. Martha Sherry
Title: Authorized Person

LIMITED LIABILITY COMPANY AGREEMENT
OF
DUTKO WORLDWIDE, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (the "Agreement") of Dutko Worldwide, LLC (the "Company") dated as of this 20 day of June, 2005, by Dutko Worldwide Holdings, Inc., as the sole member of the Company (the "Member").

RECITAL

The Member has formed the Company as a limited liability company under the laws of the State of Delaware and desires to enter into a written agreement, in accordance with the provisions of the Delaware Limited Liability Company Act and any successor statute, as amended from time to time (the "Act"), governing the affairs of the Company and the conduct of its business.

ARTICLE 1

The Limited Liability Company

1.1 Formation. The Member has previously formed the Company as a limited liability company pursuant to the provisions of the Act. A certificate of formation for the Company as described in Section 18-201 of the Act (the "Certificate of Formation") has been filed in the Office of the Secretary of State of the State of Delaware in conformity with the Act.

1.2 Name. The name of the Company shall be "Dutko Worldwide, LLC" and its business shall be carried on in such name with such variations and changes as the Member shall determine or deem necessary to comply with requirements of the jurisdictions in which the Company's operations are conducted.

1.3 Business Purpose; Powers. The Company is formed for the purpose of engaging in any lawful business, purpose or activity for which limited liability companies may be formed under the Act. The Company shall possess and may exercise all the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

1.4 Registered Office and Agent. The location of the registered office of the Company shall be 1209 Orange Street, Wilmington, Delaware 19801. The Company's Registered Agent at such address shall be The Corporation Trust Company.

1.5 Term. Subject to the provisions of Article 6 below, the Company shall have perpetual existence.

ARTICLE 2 The Member

2.1 The Member. The name and address of the Member is as follows:

<u>Name</u>	<u>Address</u>
Dutko Worldwide Holdings, Inc.	412 First Street, SE Suite 100 Washington, D.C. 20003

2.2 Actions by the Member; Meetings. The Member may approve a matter or take any action at a meeting or without a meeting by the written consent of the Member. Meetings of the Member may be called at any time by the Member.

2.3 Liability of the Member. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member.

2.4 Power to Bind the Company. The Member (acting in its capacity as such) shall have the authority to bind the Company to any third party with respect to any matter.

2.5 Admission of Members. New members shall be admitted only upon the approval of the Member.

ARTICLE 3
Management by the Member

3.1 The management of the Company is fully reserved to the Member, and the Company shall not have "managers," as that term is used in the Act. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Member, who shall make all decisions and take all actions for the Company. In managing the business and affairs of the Company and exercising its powers, the Member shall act through resolutions adopted in written consents. Decisions or actions taken by the Member in accordance with this Agreement shall constitute decisions or action by the Company and shall be binding on the Company.

3.2 Officers and Related Persons. The Member shall have the authority to appoint and terminate officers of the Company and retain and terminate employees, agents and consultants of the Company and to delegate such duties to any such officers, employees, agents and consultants as the Member deems appropriate, including the power, acting individually or jointly, to represent and bind the Company in all matters, in accordance with the scope of their respective duties.

ARTICLE 4
Capital Structure and Contributions

4.1 Capital Structure. The capital structure of the Company shall consist of one class of common interests (the "Common Interests"). All Common Interests shall be identical with each other in every respect. The Member shall own all of the Common Interests issued and outstanding.

4.2 Capital Contributions. From time to time, the Member may determine that the Company requires capital and may make capital contribution(s) in an amount determined by the Member. A capital account shall be maintained for the Member, to which contributions and profits shall be credited and against which distributions and losses shall be charged.

ARTICLE 5
Profits, Losses and Distributions

5.1 Profits and Losses. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis in accordance with the manner determined by the Member. In each year, profits and losses shall be allocated entirely to the Member.

5.2 Distributions. The Member shall determine profits available for distribution and the amount, if any, to be distributed to the Member, and shall authorize and distribute on the Common Interests, the determined amount when, as and if declared by the Member. The distributions of the Company shall be allocated entirely to the Member.

ARTICLE 6 Events of Dissolution

The Company shall be dissolved and its affairs wound up upon the occurrence of any of the following events (each, an "Event of Dissolution"):

- (a) The Member votes for dissolution; or
- (b) A judicial dissolution of the Company under Section 18-802 of the Act.

ARTICLE 7 Transfer of Interests in the Company

The Member may sell, assign, transfer, convey, gift, exchange or otherwise dispose of any or all of its Common Interests and, upon receipt by the Company of a written agreement executed by the person or entity to whom such Common Interests are to be transferred agreeing to be bound by the terms of this Agreement, such person shall be admitted as a member.

ARTICLE 8 Exculpation and Indemnification

8.1 Exculpation. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Member, or any officers, directors, stockholders, partners, employees, affiliates, representatives or agents of any of the Member, nor any officer, employee, representative or agent of the Company (individually, a "Covered Person" and, collectively, the "Covered Persons") shall be liable to the Company or any other person for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by a Covered Person in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority

granted to such Covered Person by the Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith, or gross negligence.

8.2 *Indemnification.* To the fullest extent permitted by law, the Company shall indemnify and hold harmless each Covered Person from and against any and all losses, claims, demands, liabilities, expenses, judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative ("Claims"), in which the Covered Person may be involved, or threatened to be involved, as a party or otherwise, by reason of its management of the affairs of the Company or which relates to or arises out of the Company or its property, business or affairs. A Covered Person shall not be entitled to indemnification under this Section 8.2 with respect to (i) any Claim with respect to which such Covered Person has engaged in fraud, willful misconduct, bad faith or gross negligence or (ii) any Claim initiated by such Covered Person unless such Claim (or part thereof) (A) was brought to enforce such Covered Person's rights to indemnification hereunder or (B) was authorized or consented to by the Member. Expenses incurred by a Covered Person in defending any Claim shall be paid by the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by this Section 8.2.

8.3 *Amendments.* Any repeal or modification of this Article VIII by the Member shall not adversely affect any rights of such Covered Person pursuant to this Article VIII, including the right to indemnification and to the advancement of expenses of a Covered Person existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

ARTICLE 9 Miscellaneous

9.1 *Tax Treatment.* Unless otherwise determined by the Member, the Company shall be a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes), and the Member and the Company shall timely make any and all necessary elections and filings for the Company treated as a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes).

9.2 *Amendments.* Amendments to this Agreement and to the Certificate of Formation shall be approved in writing by the Member. An

amendment shall become effective as of the date specified in the approval of the Member or if none is specified as of the date of such approval or as otherwise provided in the Act.

9.3 Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be ineffective to the extent of such invalidity or unenforceability; provided, however, that the remaining provisions will continue in full force without being impaired or invalidated in any way unless such invalid or unenforceable provision or clause shall be so significant as to materially affect the expectations of the Member regarding this Agreement. Otherwise, any invalid or unenforceable provision shall be replaced by the Member with a valid provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

9.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereof.

9.5 Limited Liability Company. The Member intends to form a limited liability company and does not intend to form a partnership under the laws of the State of Delaware or any other laws.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the day first above written.

DUTKO WORLDWIDE HOLDINGS,
INC.

By: 

Name: Michelle Guillermin

Title: Chief Financial Officer

**ACTION BY WRITTEN CONSENT
OF
THE SOLE MEMBER
OF
DUTKO WORLDWIDE, LLC**

The undersigned, being the sole Member of Dutko Worldwide, LLC (the "Company"), a Delaware limited liability company, acting pursuant to Section 18-302(d) of the Delaware Limited Liability Company Act, hereby adopts, by this written consent, the following resolutions with the same force and effect as if they had been approved and adopted by a vote of the sole Member at a duly convened meeting of the sole Member and directs that this written consent be filed in the minute book of the Company:

Certification and Filing of Certificate of Formation

RESOLVED, that M. Martha Sherry is designated as a "Authorized Person" within the meaning of the Delaware Limited Liability Company Act; and

RESOLVED FURTHER, that all actions previously taken by M. Martha Sherry in preparing and filing the Certificate of Formation with the Office of the Delaware Secretary of State are hereby ratified and approved in all respects; and

Officers

RESOLVED FURTHER, that the following persons ("**Authorized Officers**") be, and they hereby are, elected to the offices indicated opposite their respective names, to hold such offices and to serve in accordance with the LLC Agreement and at the discretion of the sole Member, with such powers and obligations to perform such duties as usually pertain to the offices indicated opposite their respective names, until their respective successors shall be duly elected and qualified, unless they resign, are removed from office or are otherwise disqualified from serving as an officer of the Company, to take their respective office immediately upon such appointment:

<u>Office</u>	<u>Name</u>
Chief Executive Officer	Mark S. Irion
President	Craig L. Pattee
Vice Chairman	G. Stephen Perry
Senior Managing Principal	Ronald C. Kaufman
Chief Financial Officer	Michelle Guillermin
Vice Chairman, Public Policy and Research	Gary Andres
Vice Chairman, General Counsel and Secretary	Arthur Silverman

Company Records

RESOLVED FURTHER, that the Secretary of the Company be, and he hereby is, authorized and directed to procure all corporate books, books of account and member

records required by any applicable statutes of the State of Delaware or necessary or appropriate in connection with the business of the Company, and

RESOLVED FURTHER, that the Secretary of the Company is hereby authorized and instructed to insert in the minute book of the Company a copy of the Company's certificate of formation as filed in the Office of the Delaware Secretary of State and certified by the Secretary of State; and

Expenses of Formation

RESOLVED FURTHER, that the Authorized Officers of the Company are, and each acting alone is, hereby authorized and directed to pay all charges and expenses incident to or arising out of the organization of the Company and to reimburse any person who has made any disbursements therefor; and

Bank Accounts

RESOLVED FURTHER, that the Authorized Officers of the Company are, and each acting alone is, hereby authorized and directed to establish on behalf of the Company account(s) at a bank or banks ("**Bank(s)**") which the Authorized Officer(s) acting may select in his or her discretion, and that funds from such account(s) may be withdrawn by means of checks or drafts of the Company if signed by any Authorized Officer; and

RESOLVED FURTHER, that all form resolutions required by such Bank(s) are hereby adopted in the form utilized by such Bank(s), and any Authorized Officer is hereby authorized to certify such resolutions as having been adopted by this unanimous written consent and is directed to insert the form of such resolutions in the minute book of the Company; and

Principal Executive Office

RESOLVED FURTHER, that the principal executive office of the Company shall initially be located at 412 First Street, SE, Suite 100, Washington, D.C. 20003; and

Employer Identification and Withholding

RESOLVED FURTHER, that the Authorized Officers of the Company are, and each acting alone is, hereby authorized and directed to take all actions deemed necessary or advisable to secure Federal and state employer identification numbers and to comply with all laws regulating payroll reporting, withholding and taxes; and

Qualification to do Business

RESOLVED FURTHER, that for the purpose of authorizing the Company to do business in any state, territory or dependency of the United States or any foreign country in which it is necessary or expedient for the Company to transact business, the Authorized Officers of the Company are, and each acting alone is, hereby authorized to

appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices and to obtain, make and file all necessary certificates, reports, licenses, permits, powers of attorney and other instruments as may be required by the laws of such state, territory, municipality, dependency or country to authorize the Company to transact business therein; and

Accounting and Fiscal Year

RESOLVED FURTHER, that, unless and until changed by the Authorized Officers, the first accounting year of the Company shall commence on its date of formation and shall end on December 31, 2005; and

RESOLVED FURTHER, that each subsequent fiscal year of the Company shall end on December 31; and

Common Interests Uncertificated

RESOLVED FURTHER, that except as required by law or as determined to be advisable by the Authorized Officers, the fully paid and non-assessable units of Common Interests of the Company shall be uncertificated; and

Omnibus Resolutions

RESOLVED FURTHER, that the Authorized Officers of the Company are, and each acting alone is, hereby authorized and directed to take or cause to be taken, in the name and on behalf of the Company, all such further actions and to prepare, execute and deliver or cause to be prepared, executed and delivered, in the name and on behalf of the Company, all such other agreements, documents and instruments and to incur and pay all such fees and expenses as such officers shall deem necessary or appropriate in order to carry out fully the purposes and intent of the foregoing resolutions; and

RESOLVED FURTHER, that any person dealing with any Authorized Officer of the Company in connection with any of the foregoing matters shall be conclusively entitled to rely upon the authority of such officer and by his or her execution of any document, agreement or instrument, the same shall be a valid and binding obligation of the Company enforceable in accordance with its terms; and


RESOLVED FURTHER, that any and all actions previously taken by the Company or any of its Authorized Officers in connection with the documents, transactions and actions contemplated by the foregoing resolutions hereby are adopted, ratified, confirmed and approved in all respects as and for the acts and deeds of the Company.

This Unanimous Written Consent may be executed in one or more counterparts, each of which shall be an original and all of which together shall be one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned, being the sole Member of the Company, has caused this Written Consent to be executed as of the 20 day of June, 2005.

DUTKO WORLDWIDE HOLDINGS, INC.



By: Michelle Guillermin
Its: Chief Financial Officer

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