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CASEY E. DUGAN  
(540) 510-3005  
dugan@flippindensmore.com

September 7, 2000

SENT BY FEDERAL EXPRESS – (804) 371-9733

Clerk  
State Corporation Commission  
1300 East Main Street, First Floor  
The Tyler Building  
Richmond, Virginia 23219-3630

*JD*  
000908 4111

Re: ProGenetics LLC

Dear Sir:

We enclose the following:

1. Articles of Organization of ProGenetics LLC; and
2. This firm's check in the amount of \$100 to cover the filing fee.

If you have any questions concerning this letter or its enclosures, please do not hesitate to call us.

Very truly yours,

*Casey E. Dugan*

Casey E. Dugan  
Legal Assistant

/ced

Enclosures

cc: Mr. William H. Velander w/enc.

1091-000

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*100  
9/8/00  
mw*



HULLIHEN WILLIAMS MOORE  
CHAIRMAN

CLINTON MILLER  
COMMISSIONER

THEODORE V. MORRISON, JR.  
COMMISSIONER

COMMONWEALTH OF VIRGINIA



JOEL H. PECK  
CLERK OF THE COMMISSION  
P.O. BOX 1197  
RICHMOND, VIRGINIA 23218-1197

STATE CORPORATION COMMISSION

September 11, 2000

CASEY E DUGAN  
FLIPPIN DENSMORE MORSE & JESSEE  
1800 FIRST UNION TOWER  
DRAWER 1200  
ROANOKE, VA 24006

RE: ProGenetics LLC  
ID: S053675 - 7  
DCN: 00-09-08-4111

Dear Customer:

This is your receipt for \$100.00, to cover the fees for filing articles of organization for a limited liability company with this office.

The effective date of the filing is September 11, 2000.

If you have any questions, please call (804) 371-9733.

Sincerely,

Joel H. Peck  
Clerk of the Commission

DLLCRCPT  
LLNCD  
CISTMP1



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COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

September 11, 2000

The State Corporation Commission has found the accompanying articles submitted on behalf of  
**ProGenetics LLC**

to comply with the requirements of law, and confirms payment of all required fees.

Therefore, it is ORDERED that this

**CERTIFICATE OF ORGANIZATION**

be issued and admitted to record with the articles of organization in the Office of the Clerk of the  
Commission September 11, 2000.

STATE CORPORATION COMMISSION

By 

Commissioner

DLLCACPT  
CISTMP1  
00-09-08-4111



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**ARTICLES OF ORGANIZATION  
OF  
PROGENETICS LLC**

ARTICLE I – NAME

The name of the limited liability company is ProGenetics LLC (the “Company”).

ARTICLE II – PURPOSE

The purpose of the Company is to transact any or all lawful business not required to be specifically stated in these Articles of Organization for which limited liability companies may be organized under the Virginia Limited Liability Company Act.

ARTICLE III – REGISTERED OFFICE

The Company’s initial registered office shall be located in the City of Roanoke at 10 South Jefferson Street, Suite 1800, Roanoke, Virginia, 24011. The Company’s initial registered agent shall be Hugh B. Wellons, whose address is the same as the Company’s registered office and who is a resident of Virginia and a member of the Virginia State Bar.

ARTICLE IV – PRINCIPAL OFFICE

The address of the initial principal office of the Company is 3014 Lancaster Drive, Blacksburg, Virginia 24060.

ARTICLE V – PERPETUAL EXISTENCE

The Company shall have perpetual existence.

ARTICLE VI – INDEMNIFICATION

6.1. General Indemnification. Each member, manager or officer who is or was a party to any proceeding (including a proceeding by or in the right of the Company) shall be indemnified by the Company against any liability imposed upon or asserted against him (including amounts paid in settlement) arising out of conduct in connection with the business of the Company or otherwise by reason of the fact that he is or was such a member, manager or officer or is or was serving at the request of the Company as a manager, director, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, except there shall be no indemnification in relation to matters as to which he shall have



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been finally adjudged to be liable by reason of having been guilty of (i) willful misconduct or (ii) a knowing violation of criminal law.

6.2. Additional Indemnification. In addition to the indemnification provided under Section 6.1. to the full extent permitted by the Virginia Limited Liability Company Act (the "Act") and any other applicable law, as they exist on the date hereof or may hereafter be amended, the Company shall indemnify a member, manager or officer of the Company who is or was a party to any proceeding (including a proceeding by or in the right of the Company) by reason of the fact that he is or was such a member, manager or officer or is or was serving at the request of the Company as a manager, director, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

6.3. Contracts; Other Persons. The Company is empowered to contract in advance to indemnify any member, manager or officer to the extent indemnification is granted under Section 6.1 and 6.2. The Company is also empowered to indemnify or contract in advance to indemnify any other person not covered by Section 6.1 and 6.2 who was or is a party to any proceeding, by reason of the fact that he is or was an employee or agent of the Company, or is or was serving at the request of the Company as a manager, director, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other enterprise to the same extent as if such person were specified as one to whom indemnification is granted under Section 6.1 and 6.2.

6.4. Advances and Reimbursements. The Company may advance, pay or and/or reimburse the reasonable expenses incurred by a member, manager or officer who is a party to any proceeding in advance of the final disposition thereof if (i) the member, manager or officer furnishes the Company a written statement of his good faith belief that he has met the standard of conduct described in Section 6.1 and/or 6.2 above, (ii) the member, manager or officer furnishes the Company a written undertaking, executed personally or on his behalf, to repay the advance if it is ultimately determined that he did not meet the standard of conduct, and (iii) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article. The undertaking required by clause (ii) above shall be an unlimited general obligation of the member, manager or officer but need not be secured and may be accepted without reference to financial ability to make repayment.

6.5. Limitation of Liability. The foregoing provisions are intended to provide indemnification with respect to those monetary damages for which the Act permits the limitation or elimination of liability. In addition, to the full extent, if any, that the Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of the liability of members, managers or officer, a member, manager or officer of the Company shall not be liable to the Company or its members for monetary



damages arising out of a single transaction occurrence or course of conduct in excess of \$1.00.

6.6. Insurance. The Company may purchase and maintain insurance to indemnify it against the whole or any portion of the liability assumed by it in accordance with this Article and may also procure insurance, in such amounts as the manager or the members may determine, on behalf of any person who is or was a member, manager, employee or agent of the Company or is or was serving at the request of the Company as a manager, director, officer, employee or agent of another limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability asserted against or incurred by such person in any such capacity or arising from his status as such, whether or not the Company would have power to indemnify him against such liability under the provisions of this Article.

6.7. Miscellaneous. The provisions of this Article shall be applicable to all actions, claims, suits or proceedings commenced after the adoption hereof, whether arising from any action taken or failure to act before or after such adoption. No amendment, modification or repeal of this Article shall diminish the rights provided hereby or diminish the right to indemnification with respect to any claim, issue or matter in any then pending or subsequent proceeding that is based in any material respect on any alleged action or failure to act prior to such amendment, modification or repeal. It is expressly understood that reference herein to members, managers, employees or agents shall include former members, managers, employees or agents and their respective heirs, executors and administrators.

Dated: September 7, 2000

  
Hugh B. Wellons

