



Colorado Secretary of State  
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**Articles of Organization**

filed pursuant to §7-90-301, et seq. and §7-80-204 of the Colorado Revised Statutes (C.R.S)

1. Entity name:

The U.S.-Southern Sudan Development Company, LLC

*(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "llc", "l.l.c.", or "ltd." §7-90-601, C.R.S.)*

2. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):*

- "bank" or "trust" or any derivative thereof
- "credit union"       "savings and loan"
- "insurance", "casualty", "mutual", or "surety"

3. Principal office street address:

1435 North Cascade Ave

*(Street name and number)*

Colorado Springs CO 80903

*(City)*

*(State)*

*(Postal/Zip Code)*

*(Province - if applicable)*

United States

*(Country - if not US)*

NSD/CES/REGISTRATION UNIT  
2010 SEP 23 AM 11:59

4. Principal office mailing address  
*(if different from above):*

*(Street name and number or Post Office Box information)*

*(City) (State) (Postal/Zip Code)*

*(Province - if applicable)*

*(Country - if not US)*

5. Registered agent name *(if an individual):*

About

Albino

*(Last)*

*(First)*

*(Middle)*

*(Suffix)*

OR *(if a business organization):*

6. The person identified above as registered agent has consented to being so appointed.

7. Registered agent street address:

1435 North Cascade Ave

*(Street name and number)*

Colorado Springs CO 80903

*(City)*

*(State)*

*(Postal/Zip Code)*

8. Registered agent mailing address  
(if different from above):

\_\_\_\_\_  
*(Street name and number or Post Office Box information)*

\_\_\_\_\_  
 \_\_\_\_\_  
*(City) (State) (Postal/Zip Code)*

\_\_\_\_\_  
 \_\_\_\_\_  
*(Province – if applicable) (Country – if not US)*

9. Name(s) and mailing address(es)  
of person(s) forming the limited  
liability company:

(if an individual) **About** **Albino**  
 \_\_\_\_\_  
*(Last) (First) (Middle) (Suffix)*

**OR** (if a business organization)

**1435 North Cascade Ave**  
 \_\_\_\_\_  
*(Street name and number or Post Office Box information)*

**Colorado Springs** **CO** **80903**  
 \_\_\_\_\_  
*(City) (State) (Postal/Zip Code)*

**United States**  
 \_\_\_\_\_  
*(Province – if applicable) (Country – if not US)*

(if an individual) \_\_\_\_\_  
*(Last) (First) (Middle) (Suffix)*

**OR** (if a business organization)

\_\_\_\_\_  
*(Street name and number or Post Office Box information)*

\_\_\_\_\_  
 \_\_\_\_\_  
*(City) (State) (Postal/Zip Code)*

**United States**  
 \_\_\_\_\_  
*(Province – if applicable) (Country – if not US)*

(if an individual) \_\_\_\_\_  
*(Last) (First) (Middle) (Suffix)*

**OR** (if a business organization)

\_\_\_\_\_  
*(Street name and number or Post Office Box information)*

\_\_\_\_\_  
 \_\_\_\_\_  
*(City) (State) (Postal/Zip Code)*

**United States**  
 \_\_\_\_\_  
*(Province – if applicable) (Country – if not US)*

*(If more than three persons are forming the limited liability company, mark this box  and include an attachment stating the true names and mailing addresses of all additional persons forming the limited liability company)*

10. The management of the limited liability company is vested in managers  **OR** is vested in the members

11. There is at least one member of the limited liability company.

12. (Optional) Delayed effective date: \_\_\_\_\_  
(mm/dd/yyyy)

13. Additional information may be included pursuant to other organic statutes such as title 12, C.R.S. If applicable, mark this box  and include an attachment stating the additional information.

**Notice:**

Causing this document to be delivered to the secretary of state for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

14. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

Robinson Ron  
(Last) (First) (Middle) (Suffix)  
1155 Kelly Johnson Blvd  
(Street name and number or Post Office Box information)  
Suite 111  
Colorado Springs CO 80920  
(City) (State) (Postal/Zip Code)  
United States  
(Province - if applicable) (Country - if not US)

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box  and include an attachment stating the name and address of such individuals.)

**Disclaimer:**

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

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2010 SEP 23 AM 11:59

**OPERATING AGREEMENT OF  
The US-Southern Sudan Development Company, LLC,  
A COLORADO LIMITED LIABILITY COMPANY**

THE UNDERSIGNED, have subscribed and organized a Limited Liability Company pursuant to the laws of the state of Colorado and hereby expressly incorporate and adopt the Colorado Limited Liability Company Act, C.R.S. 1973, 7-80-101, et seq., as amended, and adopt the following special provisions in addition to the general provisions of the aforementioned Act:

OFFICE AND AGENT

The Liability Company office and agent for this Limited Liability Company shall be:

Albino Aboug  
1435 Cascade Ave.  
Colorado Springs, CO 80903

The Limited Liability Company shall keep at the above office the following:

1. A current list of the full name and last known mailing address of each member and manager (where applicable), set forth in alphabetical order.
2. A copy of the Articles of Organization of Limited Liability Company and all certificates of amendment thereto, together with executed copies of any powers of attorney pursuant to which any certificate has been executed.
3. Copies of the Limited Liability Company's federal, state, and local income tax returns and reports, if any, for the three most recent years.
4. Copies of any currently effective written Limited Liability Company Operating Agreements and copies of any financial statements of the Limited Liability Company for the three most recent years.

Such records are subject to inspection and copying at the reasonable request, and at the expense, of any member during ordinary business hours.

Additionally, the Washington headquarters office location shall be:

2300 Clarendon Blvd., Suite 306  
Arlington, VA 22201

MANAGERS ELECTED AND BUSINESS TRANSACTIONS BETWEEN MANAGERS AND THE LIMITED LIABILITY COMPANY.

The Manager/s for the Limited Liability Company shall be:

Albino Aboug, Vice President, Chief Operating Officer and Liason Officer to the Government of Southern Sudan

NSD/CES/REGISTRATION UNIT  
2010 SEP 23 PM 12:00

326 North West Avenue  
Sioux Falls, SD 57104

and

Robert C. McFarlane, President  
2300 Clarendon Blvd., Suite 306  
Arlington, VA 22201

The Manager/s shall have full authority to manage the daily business of the Limited Liability Company and to execute all documents to carry out that purpose. The Manager/s shall not have authority to borrow money for the Limited Liability Company or otherwise encumber all or substantially all of the Limited Liability Company assets without a vote to do so by 75% of the Members.

There shall be no prohibition against business transactions between a Manager and the Limited Liability Company except as set forth under the Colorado Limited Liability Company Act, or which would involve a breach of fiduciary duty to the Limited Liability Company.

#### FILING REQUIREMENTS

The Manager/s shall cause a copy of the Articles of Organization of the Limited Liability Company to be filed with the Secretary of State and registered with the Colorado Department of Revenue, as required by Colorado law, and shall further comply with any filing or registration requirements of any governmental jurisdiction where the Limited Liability Company does business.

#### MEMBERS NAMES AND ADDRESSES

Albino Aboug  
326 North West Avenue  
Sioux Falls, SD 57104

Robert C. McFarlane  
2300 Clarendon Blvd., Suite 306  
Arlington, VA 22201

#### MEMBERS' CONTRIBUTIONS AND VALUE THEREOF

<u>Name</u>	<u>Item/Service Contributed</u>	<u>Acknowledged Value</u>
Albino Aboug	Cash and Management	\$50.00
Robert C. McFarlane	Cash and Management	\$50.00

The Members may from time to time agree upon additional contributions and adjustment to Limited Liability Company share of profits or losses based upon such additional contributions provided that such agreement is endorsed by all Members. Additionally, any additional contributions elected necessary by a vote of the Members for additional development or investment by the Limited Liability Company shall be segregated in the event there is not a pro rata contribution from all the

Members based upon their current interest in the Limited Liability Company profits and losses, i.e. a particular Member may elect not to contribute but his share in any profits and losses of the Limited Liability Company shall be reduced to reflect the inequality of his contribution to that of the other Members making additional contributions. No Member shall be required to make any additional capital contribution at any time or upon the happening of any event in the future.

#### TERMINATION OR TRANSFER OF MEMBERSHIP

A Member may not without the unanimous consent of all other Members transfer his Limited Liability Company interest during the term of this venture. The term shall be from the date of acceptance of filing of the Articles of Organization then for 30 years, or whatever maximum period may be permitted under Colorado law. An assignee of any Limited Liability Company interest shall be entitled only to the respective share of profits and losses effected by the assignment and not entitled to the other privileges of the Limited Liability Company, including any assignee shall not be entitled to access to Liability Company books and records, unless otherwise authorized by Colorado law.

#### DEATH OR WITHDRAWAL OF MEMBER

In the event of death or withdrawal of a Member, the Limited Liability Company shall have a priority right to purchase his share by repaying within two (2) years of his death or withdrawal the amount of his capital and income entitlement accounts, plus simple interest at 10% per annum from the date of his death or withdrawal to the date of payment. In such an event and upon the unanimous approval of all the Members, within 90 days of the death or withdrawal, the Members may appoint one or more additional members or managers or both and the Limited Liability Company may continue pursuant to the term hereinabove stated. There shall be no distributions of property other than cash from the Limited Liability Company except upon dissolution.

If the Limited Liability Company does not so purchase a deceased or withdrawing Member's interest, except where there is a substitution upon the unanimous written consent of all remaining members, the successor in that interest shall have no right to participate in the management of the business and affairs of the Limited Liability Company or to become a member. Such successor shall only be entitled to receive the share of profits or other compensation by way of income and the return of contributions to which that member would otherwise be entitled.

#### TIME FOR DISSOLUTION AND WINDING UP

The Limited Liability Company shall be dissolved and its affairs wound up upon:

1. Sale and distribution of all Limited Liability Company assets.
2. The expiration of whatever maximum period may be permitted by Colorado law, from the date hereof.
3. The death or withdrawal of a Member where there is not a vote to continue the Limited Liability Company business.
4. A vote of the majority of the Members for dissolution and winding up.
5. The occurrence of the filing of a petition in bankruptcy of the Liability Company.

6. Any event where dissolution or winding up is required under the Colorado Limited Liability Company Act.

#### ALLOCATION OF MEMBERS' SHARES IN PROFITS AND LOSSES

The Members' respective shares of profits and losses shall be allocated in direct proportion to their percentage interests, as defined above, according to their contributions and any adjustments thereto for changes in contribution and percentage interest. Profits and losses shall be such as are reasonably defined in accordance with generally accepted accounting principles by the accountants retained by the Limited liability Company. Initial shares in profits and losses are:

<u>NAME</u>	<u>PERCENTAGE OF PROFITS AND LOSSES</u>
Albino Aboug	50
Robert C. McFarlane	50

#### DISTRIBUTIONS

Distributions shall be made annually at the discretion of the Manager/s and provided there are adequate funds therefore after making provisions for expenses, capital expenditures and other reasonable cash requirements of the Limited Liability Company. The Manager/s shall not make, and no Member shall have a right to receive, a distribution of any or all of any Member's capital contribution prior to dissolution of the Limited Liability Company except for the events of death or withdrawal as herein defined.

#### ACCOUNTING AND TAX PROVISIONS

All Limited Liability Company accounting with respect to interests, contributions and distributions shall be in accord with Colorado law and the Internal Revenue Code and all amendments or regulations applicable thereto.

#### VOTING

The Members shall be entitled to vote on a per capita basis, either in person or by proxy.

#### MEETINGS AND ELECTIONS

The Members choose to run the Limited Liability Company through the Managers named herein. The initial Managers shall hold office until replaced or the next annual meeting. Annual meetings shall be held at the offices of the Limited Liability Company or such other place as may be appropriately designated and upon the third Tuesday in January of each year. Meetings may include telephonic communication, notice or waiver of notice, quorum requirements and voting requirements as are permitted by the Colorado Limited Liability Company Act.

#### COLORADO LIMITED LIABILITY COMPANY ACT

The Members hereby incorporate the terms and provisions of the Colorado Limited Liability Company Act and any subsequent amendments thereto. Except to the extent limited by express terms of this agreement, the Act shall control all questions of construction, limitation, or administration of the Limited Liability Company. All provisions of the Act not expressly limited by this agreement shall be enjoyed by the Limited Liability Company.

MISCELLANEOUS PROVISIONS

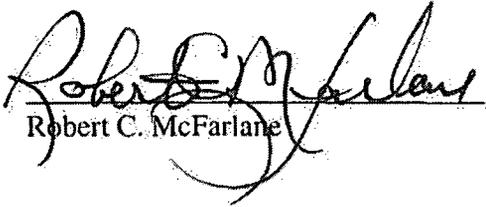
1. Amendments. Amendments to this agreement and the Articles of Organization may be made upon a vote of a 75% majority of the Members or in compliance with the Act.
2. During the term of the Limited Liability Company, the Manager shall be deemed to have the special power of attorney of each and every Member to effect all acts authorized or contemplated by this Limited Liability Company agreement.

Dated this 18th day of July, 2008.

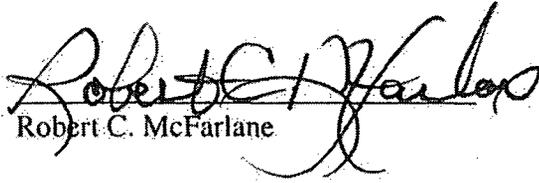
Managers:

Members:

Albino Aboug

  
Robert C. McFarlane

Albino Aboug

  
Robert C. McFarlane

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2010 SEP 23 PM 12:00