

The Franklin Partnership, LLP

Your key to Washington

Founding Partners
John Guzik
Omar S. Nashashibi
Pete Rose

818 Connecticut Ave., N.W.
Suite 1100
Washington, D.C. 20006
Phone: (202) 496-3449

**OPERATING AGREEMENT
OF
THE FRANKLIN PARTNERSHIP
A DISTRICT OF COLUMBIA LIMITED LIABILITY
PARTNERSHIP**

THIS OPERATING AGREEMENT ("Agreement") is entered into the 25 day of January, 2006, by and between the following persons:

PETER ROSE
JOHN GUZIK
OMAR S. NASHASHIBI

(hereinafter, "Partners").

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant, contract and agree as follows:

**ARTICLE I
FORMATION OF LIMITED LIABILITY PARTNERSHIP**

1. Formation of LLP. The Parties have formed a District of Columbia limited liability partnership named THE FRANKLIN PARTNERSHIP, LLP (hereinafter, "LLP"). The operation of the LLP shall be governed by the terms of this Agreement and the provisions of the District of Columbia Code (Title 33, Chapter 2), hereinafter referred to as the "Act". To the extent permitted by the Act, the terms and provisions of this Agreement shall control if there is a conflict between such Law and this Agreement. The Parties intend that the LLP shall be taxed as a partnership.

2. Articles of Organization. The Partners filed Articles of Organization, ("Articles") for record with the office of the Department of Consumer and Regulatory Affairs, thereby creating the LLP.

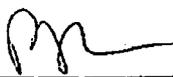
3. Business. The business of the LLP shall be:



John Guzik



Omar S. Nashashibi



Peter J. Rose

Date: 2/6/06

- a) Government relations advocacy, consulting, public policy management; and
- b) To conduct or promote any lawful businesses which a limited liability partnership is legally allowed to conduct or to promote within the District of Columbia or within any other jurisdiction.

4. Registered Office and Registered Agent. The registered office and place of business of the LLP shall be 818 Connecticut Ave NW Suite 1100 Washington, D.C. 20006. The registered agent is Mr. Thomas R. Caggiano of 1301 Delaware Avenue, SW Suite N-322 Washington, DC 20024-3954. The Partners may change the registered office and/or registered agent from time to time.

5. Duration. The LLP will commence business as of the date of filing as described in Article 1, Section 2 and will continue in perpetuity.

6. Fiscal Year and Revenue. The LLP's fiscal and tax year shall end December 31.
- a. Revenue Defined: Revenue is defined as money derived as income from the services provided by an individual member of the firm while serving clients of the firm or clients who receive similar services from a member or members of the firm.

**ARTICLE II
PARTNERS**

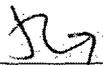
7. Initial Partners. The initial Partners of the LLP and their percentage interest in the LLP are:

Initial Members	Percentage Interest in LLP
John Guzik	33.3%
Omar S. Nashashibi	33.3%
Peter J. Rose	33.3%

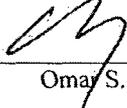
8. Additional Partners. New partners may be admitted only upon the consent of all of the Partners and upon compliance with the provisions of this agreement. There will be a one-year probation period before voting rights are conferred on any new Partner. The voting rights stipulation may be waived by unanimous consent of the Partners.

**ARTICLE III
MANAGEMENT**

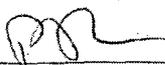
9. Management. The management of the LLP shall be vested in the Partners without an appointed manager, provided that purchases of \$250 or more require approval of a majority of the then-existing Partners.



John Guzik



Omar S. Nashashibi



Peter J. Rose

Date: 2/6/06

**ARTICLE IV
VOTING; CONSENT TO ACTION**

10. Voting by Partners. Members shall be entitled to vote on all matters in accordance with each Partner's interest.

11. Majority Required. A vote by the majority of the Partners' interest is required for all actions except for the hiring and firing of employees, which shall be by the unanimous consent of all Partners and other actions as stated in this Agreement.

12. Meetings - Written Consent. Action of the Partners may be accomplished with or without a meeting. If a meeting is held, evidence of the action shall be by Minutes or Resolution reflecting the action of the Meeting, signed by a majority of the Partners. Action without a meeting may be evidenced by a written consent of the majority of the Partners unless such action relates to the hiring or firing of any employee, which shall require the unanimous written consent of all Partners. The requirement of written consent may be waived by unanimous consent.

13. Meetings. Meetings of the Partners may be called by any Partner.

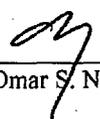
14. Majority Defined. Unless specifically defined in another section, as used throughout this agreement the term "Majority" of the Partners shall mean more than Fifty percent (50%) of the percentage of the LLP owned by the then-existing Partners.

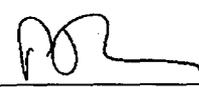
**ARTICLE V
DUTIES AND LIMITATION OF LIABILITY**

15. Duties of Partners: Limitation of Liability. The Partners shall perform their duties in good faith, in a manner they reasonably believe to be in the best interests of the LLP, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. No Partner, by reason of being or having been a Partner, shall be liable to the LLP or to any other Partner for any loss or damage sustained by the LLP or any other Partner unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, or a wrongful taking by that Partner.

16. Members Have No Exclusive Duty to LLP. The Partners shall not be required to participate in the LLP as their sole and exclusive business. Partners may have other business interests and may participate in other investments or activities in addition to those relating to the LLP unless that business, investment or activity represents a business opportunity for the LLP. If the business, investment or activity represents a business opportunity for the LLP, the Partner may engage in such business, investment or activity only after receiving the unanimous consent of the others Partners. The LLP, nor any other member of the firm, not participating in said activities shall not be held liable for any suit or judgment brought by or against any partner engaged in business outside of the LLP.


John Guzik


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17. Indemnification and Insurance.

A. Eligibility for Indemnification.

(i) Any Partner of the LLP and who is or may be a party to any civil action because of his participation in or with the LLP, and who acted in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the LLP may be indemnified and held harmless by the LLP.

(ii) Any Partner of the LLP and who is or may be a party to any criminal action because of his participation in or with the LLP, and who acted in good faith and had reasonable cause to believe that the act or omission was lawful, may be indemnified and held harmless by the LLP.

B. Procedure for Indemnification

(i) Any Partner of the LLP who is eligible for indemnification under (A) of this paragraph may be indemnified by a vote of the remaining disinterested Partners. The Partner eligible for indemnification may not vote on this action and his/her shares will not be counted towards a majority for voting purposes. For the purposes of this section, a majority shall constitute more than Fifty percent (50%) of the percentage of the LLP owned by the disinterested Partners.

**ARTICLE VI
TERMINATION OF PARTNERSHIP INTEREST**

18. Termination of Membership. A Partner's interest in the LLP shall cease upon the occurrence of any of the following events:

(a) A Partner provides a written notice of withdrawal to the remaining Partners thirty (30) days in advance of the withdrawal date. Withdrawal by a Partner is not a breach of this Agreement.

(b) A Partner assigns all of his or her interest to a qualified third party subject to unanimous agreement by existing partners.

(c) A Partner dies.

(i) If a Partner dies, his or her estate will receive fifty percent (50%) of his or her revenue for the first six months following death, twenty-five percent (25%) of his or her revenue for the seventh through twelfth months following death and ten percent (10%) of his or her revenue for the thirteenth through twenty-fourth months following death. The estate shall be entitled to no further payments or distribution from the LLP.

(ii) Such revenue shall be payable by the LLP to the estate of the deceased partner within one month of the receipt of that revenue by the LLP.

(d) Unable to perform duties due to disability.



John Guzik



Omar S. Nashashibi



Peter J. Rose

Date 2/6/06

- (i) If a Partner is rendered permanently unable to perform his or her duties under the terms of this agreement or any other obligations to any client, the LLP or the Partners due to any disability, he shall receive fifty percent (50%) of his or her revenue for the first twelve months following the Partner's cessation of work due to such disability, twenty-five percent (25%) of his or her revenue for the thirteenth through eighteenth months and ten percent (10%) of his or her revenue for the nineteenth through twenty-fourth months.

(e) There is an entry of an order by a court of competent jurisdiction adjudicating the Partner incompetent to manage his person or his estate.

(f) A Partner, without the consent of a majority of the Partners: (1) makes an assignment for the benefit of creditors; (2) files a voluntary petition in bankruptcy; (3) is adjudicated a bankrupt or insolvent; (4) files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation; (5) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of the nature described in this paragraph; (6) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Partner or of all or any substantial part of his properties; or (7) if any creditor permitted by law to do so should commence foreclosure or take any other action to seize or sell any Partner's interest in the LLP.

(g) A Partner who leaves the Partnership and takes clients with him or her who the departing Partner shares with other Partners must continue to reimburse the remaining Partners their percentage share due from such client or clients for the length of the existing contract with the client or must agree with the remaining Partners to some other form of compensation for such clients and that agreement is reduced to writing.

19. Effect of Dissociation. For all purposes, a dissociated Partner shall no longer be considered a Partner and shall have no rights of a Partner.

ARTICLE VII RESTRICTIONS ON TRANSFERABILITY OF LLP INTEREST

20. LLP Interest. The LLP interest is personal property.

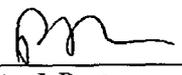
21. Encumbrance. A Member can encumber his or her LLP interest only with the consent of all of the other Partners.

22. Sale of Interest. A Partner can sell his LLP interest only as follows:

(a) If a Partner desires to sell his or her interest, in whole or in part, he or she shall give written notice to the LLP of his or her desire to sell all or part of his or her interest and


John Guzik


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must first offer the interest to the LLP. The LLP shall have thirty (30) days from the receipt of the assigning Partner's notice to give the assigning Partner written notice of its intention to buy all, some, or none of the offered interest. The decision to buy some or all of the offered interest shall be made by the unanimous consent of all of the other Partners.

(b) To the extent the LLP or the Partners do not buy the offered interest, the selling Partner can then assign the interest to a non-partner. The selling Partner must close on the assignment within ninety (90) days of the date that he or she gave notice to the LLP. If he or she does not close by that time, he or she must again give the notice and options to the LLP before he or she sells the interest.

(c) A non-partner purchaser of a Partner's interest cannot exercise any rights of a Partner unless all of the non-selling Partners consent to him or her becoming a Partner.

ARTICLE VIII DISSOLUTION

23. Termination of LLP. The LLP will be dissolved and its affairs must be wound up only upon the written consent of a majority of the Partners.

ARTICLE IX RECORDS AND INFORMATION

24. Records and Inspection. The LLP shall maintain at its place of business the Articles of Organization, any amendments thereto, this Agreement, and all other LLP records required to be kept by the Act, and the same shall be subject to inspection and copying at the reasonable request, and the expense, of any Partner.

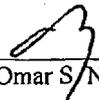
ARTICLE X MISCELLANEOUS PROVISIONS

25. Amendment. Except as otherwise provided in this Agreement, any amendment to this Agreement may be proposed by any Partner. Unless waived by the Partners, the proposing Partner shall submit to the Partners any such proposed amendment together with an opinion of counsel as to the legality of such amendment and the recommendation of the Partner as to its adoption. A proposed amendment shall become effective at such time as it has been approved by a majority of the Partners. This Agreement may not be amended nor may any rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver, except as otherwise provided in this Agreement.

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



John Guzik



Omar S. Nashashibi



Peter J. Rose

Date: 2/6/08

27. Pronouns, Etc. References to a Partner, including by use of a pronoun, shall be deemed to include masculine, feminine, singular, plural, individuals, partnerships or corporations where applicable.

28. Counterparts. This instrument may be executed in any number of counterparts each of which shall be considered an original.

29. Specific Performance. Each Partner agrees, as a material inducement to enter this Agreement with the other Partners, that the other Partners would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in the event of any such non-performance. Accordingly, it is agreed that, in addition to any other remedy to which the nonbreaching Partners may be entitled at law or in equity, the nonbreaching Partners shall be entitled to injunctive relief to prevent breaches of this Agreement and, specifically, to enforce the terms and provisions of this Agreement in any action instituted in any court of the United States or any state thereof having jurisdiction thereof.

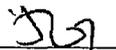
30. Further Action. Each Partner, upon the request of the LLP, agrees to perform all further acts and to execute, acknowledge and deliver any documents which may be necessary, appropriate, or desirable to carry out the provisions of this Agreement.

31. Method of Notices. All written notices required or permitted by this Agreement shall be hand delivered or sent by registered or certified mail, postage prepaid, addressed to the LLP at its place of business or to a Partner as set forth on the Partner's signature page of this Agreement (except that any Partner may from time to time give notice changing his address for that purpose), and shall be effective when personally delivered or, if mailed, on the date set forth on the receipt of registered or certified mail.

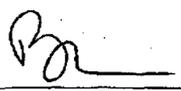
32. Facsimiles. For purposes of this Agreement, any copy, facsimile, telecommunication or other reliable reproduction of a writing, transmission or signature may be substituted or used in lieu of the original writing, transmission or signature for any and all purposes for which the original writing, transmission or signature could be used, provided that such copy, facsimile telecommunication or other reproduction shall have been confirmed received by the sending Party.

WHEREFORE, the Parties have executed this Agreement on the dates stated below their signatures on the attached signature page for each individual Party.

NOTICE: EACH MEMBER HEREBY CERTIFIES THAT HE HAS RECEIVED A COPY OF THIS OPERATING AGREEMENT AND FORMATION DOCUMENT OF THE FRANKLIN PARTNERSHIP A DISTRICT OF COLUMBIA LIMITED LIABILITY PARTNERSHIP. EACH MEMBER REALIZES THAT AN INVESTMENT IN THIS COMPANY IS SPECULATIVE AND INVOLVES SUBSTANTIAL RISK. EACH MEMBER AGREES TO


John Guzik


Omar S. Nashashibi

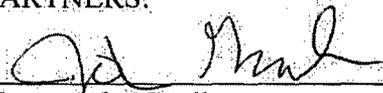

Peter J. Rose

Date: 2/6/06

*The Franklin Partnership, LLP
Management Agreement*

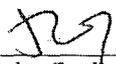
BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND
THE FORMATION CERTIFICATE OR ARTICLES.

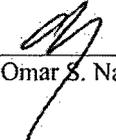
PARTNERS:

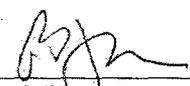

Name: John Guzik

Name: Omar S. Nashashibi

Name: Peter J. Rose


John Guzik


Omar S. Nashashibi


Peter J. Rose

Date: 2/6/06

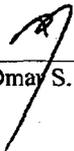
*The Franklin Partnership, LLP
Management Agreement*

Print Name of Partner: John Guzik
Address: 7908 Oak Hollow Lane
City, State, Zip: Fairfax Station, VA 22039
Phone: (202) 285-9987

Print Name of Partner: Omar S. Nashashibi
Address: 545 11 Street, SE Unit 1
City, State, Zip: Washington, D.C. 20003
Phone: (202) 487-7982

Print Name of Partner: Peter J. Rose
Address: 409 Hanover Street
City, State, Zip: Fredericksburg, VA 22401
Phone: (202) 255-4247

John Guzik



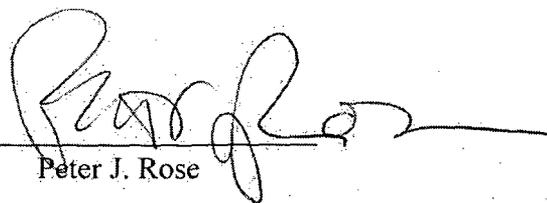
Omar S. Nashashibi

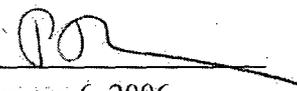


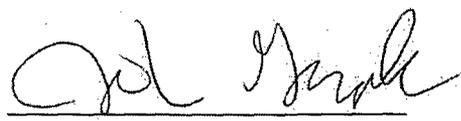
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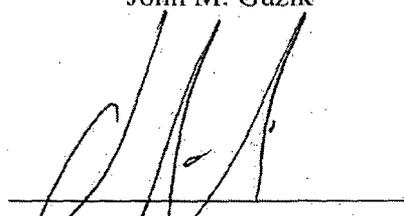
Air Methods	3500	Pete 100%
Akamai Physics	3000	Pete 100%
Cobham Life Support	16,666.66	Pete 14,666.67 John 1000 Omar 1000
Childcare	2000	Pete 100%
City of Fort Worth	14000	Pete 40% John 25% Omar 35%
Detroit Riverfront Conservancy	9000	John 60% Pete 30% Omar 10%
E&E Manufacturing	3000	John 60% Omar 40%
Intrafusion	10000	John 100%
Lockheed Martin	5000	Pete 100%
Loyola	11000	Pete 50% John 30% Omar 20%
Paskenta	10000	John 100%
Precision Metalforming Association	11000	John 60% Omar 40%
Rapid Reporting	1500	Pete 100%
Source One	3500	Pete 100%
Stereovision	2000	Pete 100%
Viejas	10000	John 90% Omar 10%

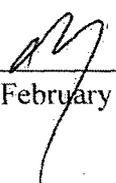

 Peter J. Rose


 February 6, 2006


 John M. Guzik


 February 6, 2006


 Omar S. Nashashibi


 February 6, 2006