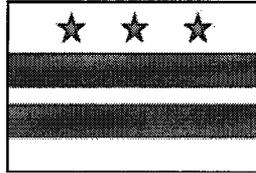


**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
CORPORATIONS DIVISION



**C E R T I F I C A T E**

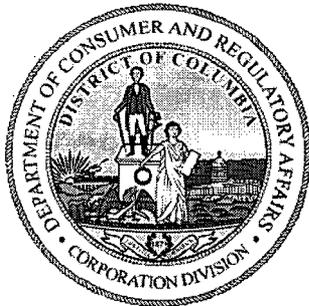
**THIS IS TO CERTIFY** that all applicable provisions of the District of Columbia Business Organizations Code have been complied with and accordingly, this **CERTIFICATE OF ORGANIZATION** is hereby issued to:

CHP Representation to the United States LLC

**Effective Date:** 3/31/2013

**IN WITNESS WHEREOF I** have hereunto set my hand and caused the seal of this office to be affixed as of 4/8/2013 9:12 AM

Business and Professional Licensing Administration



A handwritten signature in cursive script that reads 'Patricia E. Grays'.

---

PATRICIA E. GRAYS  
Superintendent of Corporations  
Corporations Division

Vincent C. Gray  
Mayor

Tracking #: k6X161n2



DEPARTMENT OF CONSUMER & REGULATORY AFFAIRS  
**District of Columbia Government**  
Corporations Division

**Articles of Organization for Domestic Limited Liability Company**

One or more persons acting as the organizers under the provisions of the Title 29 of D.C. Code (Business Organizations Act) adopt the following Articles of Organization:

**First:** Company name:  
CHP Representation to the United States LLC

**Second:** The street address of the initial principal office:  
5112 Mac Arthur Blvd.  
Apt 211  
Washington, District of Columbia 20016

**Third:** Registered agent's name and address in the District of Columbia:  
Fazli Yurter Ozcan  
5112 Mac Arthur Blvd.  
Apt 211  
Washington, District of Columbia 20016

**Fourth:** The company will have one or more series that is treated as a separate entity which limits the debts, obligations, and other liabilities to the assets of a particular series as provided in the operating agreement as authorized by § 29-802.06: No

Answer 4A & 4B if answered "Yes"

**Fourth A:** The limited liability company has at least one member: Yes

**Fourth B:** The date on which a person or persons became the company's initial member or members: 3/31/2013

**Fifth:** Effective Date: 3/31/2013

**Sixth:** Miscellaneous Provisions:

**Seventh:** Organizers Name & Address:

Name	Address
Fazli Yurter Ozcan	5112 Mac Arthur Blvd. , Apt 211, Washington, District of Columbia 20016

**Eighth:** Organizers executing this form:

Fazli Yurter Ozcan

**If you sign this form you agree that anyone who makes a false statement can be punished by criminal penalties of a fine up to \$1000, imprisonment up to 180 days, or both, under DCOC § 22-2405;**

**Amount Paid:** \$270.00  
**Date:** 4/8/2013 9:12 AM  
**E-Signed**

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
OF  
CHP REPRESENTATION TO THE UNITED STATES LLC**

**March 31, 2013**

**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
CHP REPRESENTATION TO THE UNITED STATES LLC**

**a Washington DC limited liability company**

This Limited Liability Company Operating Agreement (the "Agreement") is made and entered into as of March 31, 2013 by and among the Persons listed in the attached Exhibit A and such other Persons as may hereafter be admitted as Unit Holders of the Company.

WHEREAS, CHP Representation to the United States LLC (the "Company") was formed as a limited liability company pursuant to the Uniform Limited Liability Company Act of 2010, as amended (the "Act") by virtue of the filing of the Company's Articles of Organization with the Department of Consumer and Regulatory Affairs on March 31, 2013 (the "Articles of Organization"); and

WHEREAS, the Company will file a Form 8832 (Entity Classification Election) electing to be taxed as a corporation for federal tax purposes.

NOW, THEREFORE, in consideration of the rights and obligations stated below, and other legal and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1  
DEFINITIONS**

1.1 Definitions. In this Agreement, unless otherwise specifically stated, the capitalized terms used herein have the respective meanings specified or referred to: (i) on Schedule A, attached hereto and incorporated herein by reference, or (ii) in the text of this Agreement.

**ARTICLE 2  
ORGANIZATION**

2.1 Formation. Each Member hereby acknowledges the formation of the Company as a limited liability company pursuant to the Articles of Organization and agrees to its status as a Member of the Company. ("Member" shall have the meaning ascribed to "member" in the Act.)

2.2 Name. The name of the Company is CHP Representation to the United States LLC. The business of the Company shall be conducted under the name "CHP Representation to the United States LLC" or such other name or names as the Manager shall determine.

2.3 Principal Office. The principal office and place of business of the Company shall be at 5112 Macarthur Blvd, Suite 211, Washington, DC, 20016, or such other place as the Manager shall determine. The Company may maintain such other office or offices for the transaction of business at such other locations as the Manager may deem advisable.

2.4 Registered Agent and Registered Office. The initial registered agent of the Company in Washington, DC is Fazli Yurter Ozcan and may be changed to such other agent as the Manager designates from time to time in the manner provided under the Act. The registered office of the Company in the District of Columbia is 5112 Mac Arthur Blvd, Suite 211, Washington, DC, 20016, and may be changed to such other office (which need not be a place of business of the Company) as the Manager may designate from time to time in the manner provided under the Act.

2.5 Purpose. The Company is organized to engage in any lawful business activity or transaction that may be engaged in by a limited liability company organized under the Act, as such business activities and transactions may be determined by the Manager from time to time.

2.6 Term. The term of the Company commenced upon filing of the Company's Articles of Organization with the District of Columbia Department of Consumer and Regulatory Affairs and shall continue until dissolution of the Company as provided herein or pursuant to the Act.

2.7 Powers. In furtherance of the foregoing purposes, subject to the provisions of this Agreement, the Company shall have the power to take any action or incur any obligation in connection with, or to facilitate and support the purposes of, the Company, so long as said actions and obligations may be lawfully engaged in or performed by a limited liability company under the Act.

2.8 Limitation on Liability. In accordance with the Act, the 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 none of the Members or Manager shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or Manager or otherwise participating in the management of the Company.

2.9 Transactions with Affiliates. The Company and its direct and indirect subsidiaries may, when acting for its own account or the account of any other person or entity, effect transactions with or obtain services from any Member, Manager or officer or any subsidiary or Affiliate of the Company, any Member, any Manager or any officer (together, "Affiliated Parties"), on such terms as may be agreed by the Manager. The interest of any Affiliated Party in any such transaction shall not give rise to any requirement for any special approval on the part of the Members, the Manager or any other Person; provided that any contract or subcontract between an Affiliated Party and the Company shall be fair to the Company as of the time it is authorized and entered into and shall be on substantially the same terms for the benefit of the Company as would

have been obtained had such contract been negotiated by the Company with a third party in an arm's length transaction.

2.10 Independent Activities. The Members and Manager, and their respective Affiliates (whether officers or otherwise) shall be required to devote only such time to the affairs of the Company as may be reasonably necessary to manage and operate the Company and shall be free to engage in other activities whether or not involving similar services as the Company, without any obligation to offer any interest in such activities to the Company or any other Member.

### ARTICLE 3 MEMBERS

3.1 Members. The name and present mailing address, designated electronic mail address and facsimile number of each Member are set forth on Schedule B attached hereto, and may be changed from time to time by written notice of the relevant Member to the Company as set forth in Section 11.2.

3.2 Membership Units. The ownership of the Company shall be represented by membership interests divided into units (together, the "Units"), which may be issued to each Member. Each Member's Capital Contribution and the Units of the Company issued to such Member as of the date hereof are listed on Schedule B attached hereto.

3.2.1 Conditions to Issuance of Units. The Company shall not issue Units to a Person other than a Member unless and until (i) such Person has executed a "Joinder Agreement" or the Manager is otherwise reasonably satisfied that such Person has signed appropriate documents evidencing the Person's agreement to be bound by this Agreement; (ii) such Person has furnished the Company with such information as the Manager has reasonably requested, including with regard to the Person's identity, taxpayer identification number and other information necessary to comply with any applicable tax or other laws; and (iii) the Manager is reasonably satisfied that the issuance will not cause the Company to (x) terminate for income tax purposes or (y) become a "publicly traded partnership" under the Code or Treasury Regulations or violate any applicable Securities Acts or other laws.

3.2.2 Admission Upon Issuance of Units. Upon fulfillment of all requirements of the Company and this Agreement for such issuance, a non-Member to whom Units have been issued shall be admitted as a Member for purposes of this Agreement.

#### 3.3 Member Meetings

3.3.1 Place and Time of Meetings. Meetings of the Members shall be held at such places within or without the District of Columbia and at such times as the Manager determines. The failure to hold an annual meeting of the Members shall not by itself affect the validity of any action taken by the Company.

3.3.2 Notice of Meetings and Waiver. A notice of all meetings, 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 fewer than five (5) nor more than sixty (60) days before the meeting. Notification of a meeting may be waived in writing.

3.3.3 Conference Telephone Meetings. Meetings of the Members may be held by means of conference telephone or similar communications equipment so long as all persons participating in the meeting can hear one another. Participation in a meeting by means of conference telephone shall constitute presence in person at such meeting.

3.4 Member Voting.

3.4.1 Member Majority. On any matter requiring a vote of the Members, all classes of Units shall be voted together as a whole, with each Member having one vote per Unit held. Any act of the Members shall require the affirmative vote of a Member or Members holding a majority of the Units (the "Member Majority").

3.4.2 Action by Written Consent. Any action that may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed, dated and approved by all the Members necessary to take such action at a meeting of the Members. Each such consent shall have the same force and effect as a vote of a Member Majority at a meeting of the Members duly called and held pursuant to this Article 3. A consent by electronic mail message from the e-mail account set forth on Schedule B or otherwise designated for such consents in writing by any Member shall suffice for purposes of this Section 3.5.2 if such consent (i) clearly states the action to be taken, (ii) includes the date of such consent and (iii) includes the conformed signature of the applicable Member. Each Member consent adopted pursuant to this Agreement shall be filed with the minutes of the Company and, if not unanimous, forwarded to any Member that did not execute it or consent thereto by electronic mail message pursuant to the terms of this Agreement.

3.4.3 Quorum and Proxies. The presence of Members representing a Member Majority shall constitute a quorum for any meeting of the Members. Members may vote at any Member meeting either in person or by proxy executed in writing. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

3.5 Member Authority. No Member acting individually in the capacity of a Member (other than a Member authorized by the Manager) shall be the agent of the Company or shall have authority to bind the Company, contract a debt or incur a liability by or on behalf of the Company. Any Member, acting in the capacity of a Member, who binds or obligates the Company for any debt or liability or causes the Company to act, except in accordance with this Agreement, shall be solely liable to the Company for any such debt, liability or act.

**ARTICLE 4  
MANAGEMENT**

4.1 Manager Management. The Company shall be managed by a manager or committee of managers (the "Manager"), which shall initially be Fazli Yurter Ozcan.

4.1.1 Appointment. The Manager shall be appointed as necessary by a Member Majority, provided that the initial Manager named above shall be deemed appointed as of the date hereof.

4.1.2 Term and Number. Any Manager shall serve until such Manager's successor has been designated or until the earlier death, resignation or removal or such Manager. The Manager may increase the number of Managers of the Company at any time.

4.1.3 Removal. Any Manager may be removed by a majority vote of the other Managers (if any) or a Member Majority.

4.1.4 Resignation. Any Manager may resign at any time by giving notice thereof in writing. Such resignation shall take effect at the time specified therein, and, if no time is specified, at the time of its receipt by the Members. The acceptance of a resignation shall not be necessary to make it effective.

4.1.5 Compensation. The Manager may receive compensation for service as a Manager

4.1.6 Authority of the Manager. The business and affairs of the Company shall be managed exclusively by the Manager and by such officers of the Company, if any, as may be appointed from time to time by the Manager pursuant to Section 4.2 of this Agreement. Except as set forth herein or required by the Act, the Manager shall have full and complete authority, power and discretion to direct, manage and control the business, affairs and properties of the Company without the action or consent of the Members. Without limiting the generality of this Section 4.1.6, all decisions relating to the management and control of the conduct of the business of the Company and its affairs shall be made by the Manager, subject to the requirements of this Agreement, including, but not limited to, decisions relating to any of the following: (i) distributions to the Members; (ii) the opening of bank accounts, the making of loans to any third party, the incurrence or refinancing of indebtedness of the Company and the encumbering of Company property; (iii) the selection of attorneys, accountants, appraisers and agents; (iv) the sale of substantially all the assets of the Company; (v) the sale of the Company (including without limitation by a sale of stock or merger); (vi) the settlement of any dispute or legal action on behalf of the Company; and (vii) the entry into or performance of, on behalf of the Company, all other contracts, agreements and other undertakings and the taking of any other action as may be necessary or advisable in the judgment of the Manager or incident to carrying out the purpose of the Company.

4.1.7 Reliance on the Manager. Persons dealing with the Company are entitled to rely conclusively upon the power and authority of the Manager as set forth herein. A resolution, written consent or other action of the Manager shall be conclusive evidence of the act of the Manager (and any necessary approval of the Members) as set forth therein.

4.1.8 Actions of the Manager. The Company shall in all cases act through the vote or authorization of the Manager. Any action approved by the Manager (and Members, if required by the Act) may be effected by any single officer of the Company without the need for additional signatures.

4.2 Officers. The Manager shall have the power to designate such officers with such titles, duties and authority as the Manager deems appropriate (subject to the terms of this Agreement and the Act). Fazli Yurter Ozcan shall be appointed President and the only officer of the Company as of the date hereof.

4.2.1 Term. Each officer shall serve at the will of the Manager for a term of one year and until such officer's successor has been designated or until the earlier death, resignation or removal of such officer.

4.2.2 Removal. The Manager may remove any officer or agent designated or appointed by the Manager whenever the Manager determines the best interests of the Company will be served thereby.

4.2.3 Resignation. Any officer may resign at any time by giving notice thereof in writing. Such resignation shall take effect at the time specified therein, and, if no time is specified, at the time of its receipt by the Company. The acceptance of a resignation shall not be necessary to make it effective.

4.2.4 Compensation. The salaries and compensation, if any, of all officers and agents of the Company shall be fixed from time to time as may be determined by the Manager; and no such compensation shall be deemed related to any officer's service as a Manager.

4.2.5 Officer Authority. Where properly authorized by approval of the Manager, officers may have the full power to execute and deliver, for and on behalf of the Company, any and all documents and instruments which may be necessary or desirable to carry on the business of the Company including, without limitation, any deeds, contracts, leases, mortgages, deeds of trust, promissory notes, security agreements, and financing statements pertaining to the Company's assets or obligations. Actions pursuant to a contract or budget approved by the Manager will not require additional approval.

4.3 Meetings of the Manager. Meetings of the Manager shall be held at such places within or without the State of Delaware and at such times as the Manager determines. Regular or special meetings of the Manager shall be held on the dates and at the times determined by the Manager. The failure to hold an annual or any other regular meeting does not, by itself, affect the validity of any action taken by the Company.

4.4 Action by Written Consent. Any action that may be taken at a meeting of the Manager may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed and dated, and approved by the Manager. Each such consent shall have the same force and effect as a vote of the Manager at a meeting. A consent by electronic mail message from the e-mail account designated for such consents in writing by the Manager shall suffice for purposes of this Section 4.4 if such consent (i) clearly states the action to be taken, (ii) includes the date of such consent and (iii) includes the conformed signature of the Manager. Each Manager consent adopted pursuant to this Agreement shall be filed with the minutes of the Company.

## **ARTICLE 5 INDEMNIFICATION**

5.1 Exculpation. Neither the Members, Manager, officers nor any agent thereof or of the Company, (each, a "Covered Person") shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

5.2 Indemnification. To the fullest extent permitted by applicable law, a Covered Person shall be indemnified and held harmless by the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of gross negligence or willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 5.2 shall be provided out of and to the extent of Company assets only, and no Covered Person shall have any personal liability on account thereof.

5.3 Expenses. Expenses (including legal fees) incurred by a Covered Person in defending any demand, action, suit or proceeding may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding as authorized by the Manager and upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 5.2 hereof.

5.4 Insurance. The Company may purchase and maintain insurance, to the extent and in such amounts as the Manager shall deem reasonable, on behalf of Covered Persons and such other persons as the Manager shall determine, against any liability that may be asserted against or expenses that may be incurred by any such person in connection with the activities of the Company or such indemnities, regardless of whether

the Company would have the power to indemnify such person against such liability under the provisions of this Agreement or the Act.

5.5 Notice of Claims. In the event that any claim, demand, action, suit or proceeding shall be instituted or asserted or any loss, damage, or claim shall arise in respect of which indemnity may be sought by a Covered Person pursuant to Section 5.2, such Covered Person shall promptly notify the Company thereof in writing. Failure to provide notice shall not affect the Company's obligations hereunder except to the extent the Company is actually prejudiced thereby.

5.6 Control of Claims. The Company shall have the right, exercisable subject to the approval of the Manager (or if not the Manager is not disinterested, a Member Majority), to participate in and control the defense of any such claim, demand, action, suit, or proceeding, and in connection therewith, to retain counsel reasonably satisfactory to each Covered Person, at the Company's expense, to represent the Covered Persons and any others the Company may designate with respect to such claim, demand, action, suit, or proceeding. The Company shall keep the Covered Person advised of the status of such claim, demand, action, suit, or proceeding and the defense thereof and shall consider in good faith recommendations made by the Covered Person with respect thereto. The Covered Person shall not settle or compromise any such claim without the prior consent of the Company, unless the suit has been instituted and the Company has not assumed control of the suit in a reasonably timely manner after notice thereof. The Company shall not settle or compromise any such claim unless the settlement involves no monetary payment or other obligation on the part of the Covered Person and includes a release in favor of the Covered Person. The provisions of this Article 5 shall survive termination of this Agreement until the expiration of the applicable statute of limitations for the claim for which indemnification is sought.

5.7 Limitation of Liability. Except as otherwise expressly provided by the Act or this Agreement, no Member shall have any liability in excess of (i) the amount of its Capital Contributions, (ii) its share of any assets and undistributed profits of the Company, (iii) its obligation, if any, in writing signed by the Member to make any other payments to or on behalf of the Company, and (iv) the amount of any Distributions wrongfully or erroneously made to such Member.

## ARTICLE 6 BOOKS, RECORDS AND ACCOUNTING

6.1 Bank Accounts. All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name or assumed name(s). The Manager shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

6.2 Books and Records.

6.2.1 The Manager shall cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the conduct of the Company's business. The records shall include without limitation complete and accurate information regarding the state of the business and financial condition of the Company, a copy of the Articles of Organization, and this Agreement and all amendments thereto, a current list of the names and last known mailing addresses, designated electronic mail addresses and facsimile numbers of all Members.

6.2.2 The books and records shall be maintained in accordance with sound accounting practices and shall be available at the Company's principal place of business for examination by any Member or the Member's duly authorized representative, for any proper purpose, at any and all reasonable times during normal business hours. The Company shall maintain reasonable internal controls to safeguard its assets and business.

6.2.3 Each Member shall reimburse the Company for all costs and expenses incurred by the Company in connection with the Member's inspection of the Company's books and records. All information contained in such books and records shall be kept confidential by such Member except (i) as otherwise directed or approved by the Manager, (ii) as required by applicable laws or regulations, or (iii) information that is already publicly available through no fault of the disclosing Member.

6.3 Annual Accounting Period and Taxable Year. The annual accounting period and "Taxable Year" of the Company shall be the calendar year, unless determined otherwise by the Manager, subject to applicable requirements and limitations of the Code and the Treasury Regulations.

6.4 Reports.

6.4.1 Annual Report. The Company shall file any reports required by the Act, the District of Columbia Department of Consumer and Regulatory Affairs or relevant state law or regulatory agency of any state in which the Company is authorized to do business.

6.4.2 Reports to Members. Within seventy-five (75) days after the end of each Taxable Year, the Manager shall cause to be sent to each Person who was a Member at any time during the Taxable Year then ended: (i) an annual report, containing the Company's financial statements prepared in accordance with generally accepted accounting principles; and (ii) a report summarizing the distributions and fees and other remuneration paid by the Company to any Member, Manager or any Affiliate of either, in respect of the Taxable Year.

**ARTICLE 7  
TRANSFERS**

7.1 Restrictions on Transfer. Except set forth in this Article 7, no Member may Transfer all or any part of such Member's Units (whether voluntarily, involuntarily or by operation of law) without the prior written consent of the Manager, which may be withheld in the sole discretion of the Manager. Each Member and each assignee thereof hereby agrees that it will not effect any Transfer of all or any part of its Units (whether voluntarily, involuntarily or by operation of law) in any manner contrary to the terms of this Agreement or that violates or causes the Company or the Members to violate the any federal or state securities laws, or any other laws, rules, regulations, orders and other directives of any governmental authority.

7.2 Transfers to Affiliates. Subject only to the restrictions in Section 7.4, a Member may at any time Transfer all or any Units held by such Member to (i) any other Member, (ii) any Affiliate of the transferring Member if the such Member is not a natural person, (iii) any Person first approved by the Manager, or (iv) in the case of a Member that is a natural person, to a trust for the exclusive benefit of such Member or such Member's Affiliates; provided that Units transferred to such trust remain subject to Sections 9.3.1 and 9.3.2 upon the death, disability or divorce of the transferor Member.

7.3 Bring/Tag Along Rights.

7.3.1 Bring Along. At any time Members constituting a Member Majority (the "Majority Sellers") shall be entitled to deliver a notice to the Company and to the other Members stating that the Majority Sellers elect under this Section 7.3.1 to require the Company and the other Members to approve and cooperate in causing a sale of the Company (whether through merger, consolidation, reorganization, a sale of assets by the Company, a sale of Units by the Members or otherwise) on terms and conditions approved by the Majority Members so long as those terms and conditions treat all Units the same on a pro rata basis. Upon such notice, each Member and the Company shall timely sign and deliver such documents and instruments as shall reasonably be necessary to evidence the approval of the sale by the Company and such Member.

7.4 Conditions to Permitted Transfers. A Transfer of Units to a third party shall not be permitted unless and until (i) the transferee has executed a "Joinder Agreement" substantially in the form of Exhibit 1 or the Manager is reasonably satisfied that the transferee has signed appropriate documents evidencing the transferee's agreement to be bound by this Agreement; (ii) the transferor has signed appropriate documents evidencing the Transfer; (iii) the transferee has furnished such information about the transferee as the Manager has reasonably requested, including identity, taxpayer identification number and other information necessary to comply with any applicable tax or other laws; and (iv) the Manager is reasonably satisfied that the Transfer will not cause the Company to (x) terminate for income tax purposes or (y) become a "publicly traded partnership" under the Code or Treasury Regulations or violate any applicable Securities Acts or other laws.

7.5 Prohibited Transfers. Any purported Transfer which violates or does not satisfy any provision of this Article 7 shall be null and void and of no effect whatever except to the extent that the Members holding of more than 50% of the outstanding Units

adversely affected in whole or in part by any such violation waive in writing the specific instance constituting such violation.

7.6 Admission of Assignees. A Person may only be receive Units from another Member by means of a Transfer permitted in accordance with this Article 7. Upon fulfillment of all requirements of the Company for such Transfer, such Person shall be admitted as a Member for purposes of this Agreement.

## **ARTICLE 8 DISSOLUTION, WITHDRAWAL AND DEFAULT**

8.1 Dissolution. The Company shall be dissolved and its affairs wound up as soon as either of the following occurs: (i) a Member Majority approves dissolution, and (ii) there is an entry of a decree of dissolution under the Act.

8.2 Liquidation. Upon the dissolution of the Company, the Members (or any liquidator appointed thereby) shall promptly take any action required under applicable law to effect such dissolution, wind up the affairs of the Company, liquidate the assets of the Company, and distribute the proceeds of such liquidation in accordance with the provisions of the Act. The proceeds from liquidation shall be distributed to the Members in accordance with applicable law and this Agreement. A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors to enable the Members to minimize losses.

8.3 Final Distribution. The Company shall distribute any assets remaining after the discharge or accommodation of the Company's debts, obligations, and liabilities to the Members in proportion to number of Units held by each. The Company will distribute any assets distributable in kind to the Members in undivided interests as tenants in common.

8.4 Termination. Upon completion of winding up, liquidation and distribution of assets, the Company shall be deemed terminated.

8.5 No Right to Withdraw. No Member shall have the right to withdraw from the Company without the written consent of the remaining Members, except pursuant to the permitted Transfer of all of such Member's Units, the assumption of such transferring Member's obligations under this Agreement by the transferee of such Units and the admission of such transferee as a Member.

8.6 Default. If a Member shall be in default under this Agreement and fail to timely cure such default after written notice or demand, then from and after such date: (i) all acts, consents and decisions with respect to the management of the Company shall thereafter be taken by the other Members (or the Manager) without considering the defaulting Member (or Manager, if such defaulting Member is a Manager or if any Manager is an Affiliate of such defaulting Member) for purposes of necessary voting percentages or notice or quorum requirements, and (ii) the defaulting Member shall remain liable to the Company for any outstanding liabilities to the Company.

**ARTICLE 9  
MISCELLANEOUS**

9.1 Assurances. Each Member shall execute all certificates and other documents and shall do all such filing, recording, publishing, and other acts as the Manager deems appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

9.2 Notifications. Any notice, demand, consent, election, offer, approval, request, or other communication (collectively a "notice") required or permitted under this Agreement must be in writing and either: (i) delivered personally, (ii) sent by certified or registered mail, postage prepaid, return receipt requested, (iii) sent by overnight courier with a national reputation, or (iv) sent by facsimile machine with confirmation of receipt. A notice must be addressed to a Member at the Member's last known address or facsimile machine number in the records of the Company. A notice to the Company must be addressed to the Company's principal office. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be deemed given three (3) business days after it is mailed. A notice sent by reputable overnight courier will be deemed given on the date of delivery indicated on the courier's delivery slip (no recipient signature required). A notice sent by facsimile machine shall be deemed given the next business day after confirmation of receipt thereof. Any Member may designate, by notice to all of the others, substitute addresses, or numbers for notices; thereafter, notices are to be directed to those substitute addresses or numbers.

9.3 Complete Agreement. This Agreement constitutes the complete and exclusive statement of the agreement among the Members and the Company. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty.

9.4 Applicable Law. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the laws of the District of Columbia, without regard to its conflicts of laws provisions.

9.5 Section Titles. The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

9.6 Binding Provisions. This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

9.7 Confidentiality. Subject to the requirements of applicable law, all non-public or proprietary information of any Member, so designated by such Member prior to

disclosure, or otherwise by its nature known generally to be non-public or proprietary, that is disclosed in connection with the formation of the Company or the operation of the business of the Company shall be kept confidential by all other Members, the Manager and the Company and shall not be disclosed to any person or used for any purpose other than operating the business of the Company.

9.8 Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the Person may in the context require.

9.9 Severability of Provisions. If any provision of this Agreement is declared unlawful, invalid, or unenforceable by any competent legal authority, such declaration shall not impair the operation of or affect those portions of this Agreement that are valid and the remainder of this Agreement shall be interpreted to give effect to the maximum extent to the intent of the parties hereunder; provided, however, that neither party shall be required to accept alteration of their fundamental economic relationship hereunder.

9.10 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

9.11 Amendment. This Agreement may be amended only by the Members; provided, that any applicable Joinder Agreement shall amend the LLC Agreement, and Schedule B shall be amended, both without the need for further approval as necessary to reflect any admission of new Members, issuance of new Units, Transfer of Units or cancellation of Units that was otherwise approved as required by this Agreement.

9.12 Consents and Waivers. Unless otherwise explicitly provided in this Agreement, any and all consents, waivers or approvals required or permitted by this Agreement shall be in writing and signed by each Member or Manager required by this Agreement or against whom such consent, waiver or approval would be enforced. A signed copy thereof shall be filed and kept with the books of the Company.

9.13 Exhibits and Schedules. All exhibits and schedules referenced in, and attached to, this Agreement are incorporated into this Agreement by this reference.

[SIGNATURE PAGE FOLLOWS]

13570300.1

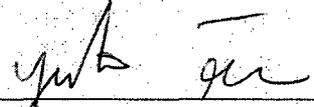
SIGNATURE PAGE TO  
LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF  
CHP REPRESENTATION TO THE UNITED STATES LLC

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement  
as of the date set forth above.

COMPANY:

CHP REPRESENTATION TO THE  
UNITED STATES LLC

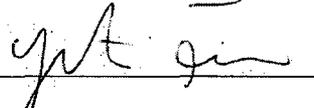
By:

  
Fazli Yurter Ozcan  
Manager

03/31/2013

MEMBERS:

FAZLI YURTER OZCAN

  
03/31/2013

## SCHEDULE A

### Definitions

**"Affiliate"** means, with respect to any Member that is an entity, any Person: (i) which owns or has the power to direct more than fifty percent (50%) of the voting interests in the Member; or (ii) in which the Member owns or has the power to direct more than fifty percent (50%) of the voting interests; or (iii) in which more than fifty percent (50%) of the voting interests are owned by a Person (or such Person has the power to direct such voting interests) who has a relationship with the Member described in clause (i) or (ii) above. With respect to any Member that is a natural person, "Affiliate" means such Member's spouse, children, parents, lineal descendants or heirs or a trust set up for the benefit or any such Person.

**"Capital Contribution"** means the total amount of cash and the Fair Market Value of any assets contributed (or deemed contributed under Treasury Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by a Member, net of liabilities assumed by the Company or to which the assets are subject.

**"Fair Market Value"** means the price at which a willing, unrelated third party buyer would buy and a willing, unrelated third party seller would sell, neither being under abnormal pressure; provided that "Fair Market Value" as used in Section 9.3, shall have the meaning as set forth in Section 9.3.4.1.

**"Joinder Agreement"** means an agreement substantially in the form of Exhibit 1.

**"Member"** means each Person, except the Company, signing this Agreement and any Person who subsequently is admitted as a member of the Company.

**"Person"** means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

**"Transfer"** means, when used as a noun, any sale, hypothecation, pledge, assignment, attachment, disposition or other transfer, and, when used as a verb, means voluntarily to sell, hypothecate, pledge, assign, consent to the attachment, dispose of or otherwise transfer, in both cases either directly or indirectly and voluntarily, by operation of law or otherwise.

**SCHEDULE B****Schedule of Members**

<b><u>Member</u></b>	<b><u>Address</u> <u>Fax Number / E-mail</u></b>	<b><u>Capital</u> <u>Contribution</u></b>	<b><u>Units</u></b>
Fazli Yurter Ozcan	5112 Macarthur Blvd, Suite 211, Washington, DC, 20016 Phone: (804)-868-0123 Fax: E-mail: yurter@gmail.com	[ 0 ]	100
<b>Totals</b>			100