

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:

RIGHT SOLUTIONS PARTNERS, LLC

Effective Date: 7/19/2013

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 7/19/2013 3:55 PM

Business and Professional Licensing Administration



A handwritten signature in cursive script, reading "Patricia E. Grays". The signature is written in dark ink and is positioned above a horizontal line.

PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Vincent C. Gray
Mayor

Tracking #: QQxMAFlz

DCRA Corp. Div.

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ARTICLES OF ORGANIZATION
OF
RIGHT SOLUTIONS PARTNERS, LLC

Pursuant to Title 29 D.C. Code (Business Organizations Act), the organizer named below hereby adopts the following Articles of Organization:

FIRST: The name of the limited liability company (hereinafter, the "Company") shall be:

Right Solutions Partners, LLC

SECOND: The street address of the initial principal office of the Company is 1717 K Street, NW, Washington, DC 20036.

THIRD: The Registered Agent's name and address in the District of Columbia is CT Corporation System, 1015 15th Street, NW, Suite 1000, Washington, DC 20005.


FOURTH: The Company will **not** 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.

FIFTH: The effective date of these Articles shall be upon the filing with, and acceptance for record by, the Department of Consumer and Regulatory Affairs of the District of Columbia.

SIXTH: The number of Organizers of the Company is one (1). The name and address of such Organizer is as follows:

Craig Engle
1717 K Street, NW
Washington, DC 20036

IN WITNESS WHEREOF, the undersigned Organizer has signed these Articles of Organization as of the 17th day of July 2013.



Craig Engle, Organizer



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

Two-Year Report for Domestic & Foreign Filing Entity

Year of Filing: 2014

File Number: L00004783861

Date of Filing: 6/24/2014 4:28 PM

Filing Fee: \$400.00

First: Entity Name:
RIGHT SOLUTIONS PARTNERS, LLC

Second: Organized under the laws of which state or country:
District of Columbia

Third: Address of principal office:
1717 K ST. NW
WASHINGTON , District of Columbia 20036

Fourth: Name of Registered Agent and address of registered office in DC:
C T CORPORATION SYSTEM
1015 15th St NW
Suite 1000
Washington, District of Columbia 20005

Fifth: Brief statement of business affairs conducted in DC:
Other
Fundraising.

Sixth: List all entity governors (attach list if needed):

Name		Address
Erika Sather		1717 K ST. NW , WASHINGTON , District of Columbia 20036

Seventh: Is foreign filing entity in good standing in state / country where it is organized?

Eighth: Name of the Governor or Authorized Person:
Erika Sather

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;

E-Signed

**APPOINTMENT OF THE MEMBER
AND RESIGNATION OF ORGANIZER
OF
RIGHT SOLUTIONS PARTNERS, LLC**

Pursuant to Section 29-804.01 of the District of Columbia Limited Liability Company Act, the undersigned, being the sole organizer named in the Articles of Organization of Right Solutions Partners, LLC, a District of Columbia limited liability company (the "Company"), does hereby recognize the following person as the sole member of the Company, effective upon the execution of the Company's operating agreement:

Erika Sather

Having so appointed the initial member of the Company, the undersigned hereby resigns as organizer of the Company, effective immediately.

Dated: July 18, 2013



Craig Engle, Organizer

RIGHT SOLUTIONS PARTNERS, LLC OPERATING AGREEMENT

This operating agreement is made this 30 day of July, 2013, by Member (as defined herein).

RECITALS

R-1. Right Solutions Partners, LLC (the "Company") was formed by Member pursuant to the provisions of the District of Columbia Uniform Limited Liability Company Act.

R-2. Member, the sole member of the Company, desires to set forth the terms and provisions for the governance of the Company by this Agreement.

NOW, THEREFORE, for good and valuable consideration, Member, intending legally to be bound, adopts this Agreement as the company's operating agreement.

1. DEFINITIONS. As used herein, the following terms have the meanings respectively set forth after each one:

1.1 "Act" means the District of Columbia Uniform Limited Liability Company Act (D.C. Code § 29-801, *et seq.*), as it may be amended from time to time.

1.2 "Adjusted Capital Contributions Account" means, for each Member, an account maintained for internal bookkeeping purposes by the Company for each Member, which account, as of any date, shall equal the sum of such Member's total Capital Contribution to the Company, reduced (but not below zero) by all amounts actually distributed to such Member pursuant to Section 4.1(ii).

1.3 "Affiliate" means, with respect to any Member, any Person: (i) in which the Member owns more than 50 percent of the voting interests; or (ii) in which more than 50 percent of the voting interests are owned by a Person (as hereinafter defined) who has a relationship with the Member described in clause (i) above.

1.4 "Agreement" means this operating agreement, as amended from time to time.

1.5 "Available Proceeds" means, for any relevant period, all Capital Contributions and loans made to or obtained by the Company and all cash funds derived from all sources (including interest received on reserves and the net amount received from the sale of any part of the Company's property), without reduction for any non-cash charges, but less cash funds used to (i) acquire additional Company assets, (ii) pay operating expenses and fees, (iii) make loan payments, (iv) pay for land improvements and any other Company expenditures, and (v) establish reserves for working capital requirements, future payments and liabilities and contingencies of the Company. Available proceeds shall be increased by the reduction of any reserve previously established.

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1.6 “Capital Account” means, for each member, the account that the Company at all times maintains during the term of the Company in accordance with Section 3.7 and the capital accounting rules set forth in Section 1.704-1(b)(2)(iv) of the Regulations.

1.7 “Capital Contribution” means the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d) of the Regulations) to the capital of the Company by a Member, net of liabilities assumed or to which the assets are subject.

1.8 “Code” means the Internal Revenue Code of 1986, as amended.

1.9 “Company” means the limited liability company governed by this Agreement.

1.10 “Corporations Division” means the District of Columbia Department of Consumer and Regulatory Affairs, Corporations Division.

1.11 “Exhibit A” means and refers to the original Exhibit A to this Agreement, as amended and in effect from time to time, relating to the identities of the Members.

1.12 “IRS” means the Internal Revenue Service.

1.13 “Manager” means Erika Sather, and successors appointed by the Members.

1.14 “Member” means the Persons set forth in Exhibit A hereto and any Person who subsequently is admitted as a member of the Company; and “Members” means the Members collectively.

1.15 “Notice” means, as to all notices provided for herein, a notification which is sent in accordance with the provisions of Article 11 hereof.

1.16 “Officers” mean the persons appointed pursuant to Section 6.1 hereof to hold the offices of President, Vice Presidents, Treasurer, Secretary, and Assistant Secretary.

1.17 “Percentage Interest” means, as to a Member, the percentage set forth after the Member’s name on Exhibit A to this Agreement, which includes, without limitation, each Member’s share of the Profits and Losses of and the right to receive distributions from, the Company.

1.18 “Person” means and includes an individual, corporation, partnership, association, limited liability company, trust, estate or other entity.

1.19 “Profit” and “Loss” means for each taxable year of the Company or other period, an amount equal to the Company’s taxable income or loss for the year or period, determined in accordance with Code Section 703(a), with such adjustments, if any, as are required under relevant Sections of the Regulations.

1.20 “Regulations” means the Regulations, including Temporary Regulations, from time to time adopted under the Code.

1.21 “Tax Matters Partner”, as that term is defined by Code Section 6231, means and refers to the Manager. Any reasonable costs incurred by the Tax Matters Partner for retaining accountants, attorneys, experts and/or other professionals on behalf of the Company in connection with any IRS audit of the Company shall be expenses of the Company.

Other terms are defined in the text of this Agreement and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

2. ORGANIZATION

2.1 Organization; Filing of Articles of Organization. Craig Engle, as organizer, acting on behalf of the undersigned party, formed the Company by preparing, executing, and filing Articles of Organization with the Corporations Division on July 19, 2013. Each of the Members named herein, by signing this Agreement, accepts its respective interest in the Company and agrees to be bound by the terms hereof. The Manager shall do all other things requisite for the due formation and organization of the Company, pursuant to the laws of the District of Columbia.

2.2 Name; Assumed Names. The Company hereby elects to conduct business as a limited liability company under the name “Right Solutions Partners, LLC” pursuant to and subject to the Act and other relevant laws of the District of Columbia. The business of the Company shall be conducted under its name designated above or under such variations of this name as the Manager deems appropriate to comply with the laws of any state in which the Company does business. The Manager shall execute and file in the proper offices such certificates as may be required by an assumed or fictitious name act or similar law in effect in the counties and other governmental jurisdictions in which the Company may elect to conduct its business.

2.3 Purpose. The purpose for which the Company is formed is to engage in any lawful act or activity for which limited liability companies may be organized under the Act.

2.4 Term. The term of the Company began on July 19, 2013, the date the Articles of Organization became effective with the Corporations Division and the term of the Company shall continue until dissolution of the Company as provided by the Act, unless sooner terminated or dissolved pursuant to the provisions of this Agreement.

2.5 Principal Office and Registered Agent. The principal office of the Company is in the District of Columbia and shall be located at 1717 K Street N.W., Washington, DC 20036. The Company may relocate its place of business and principal office at any other place or places as the Manager may from time to time deem advisable. The name and address of the Company’s resident agent in the District of Columbia shall be CT Corporation System, 1015 15th Street, NW, Washington, D.C. 20005.

3. INTERESTS AND CONTRIBUTIONS OF MEMBERS

3.1 Names and Percentages. The name, present mailing address and Percentage Interest of each Member are set forth on Exhibit A to this Agreement.

3.2 Initial Capital Contributions. Upon or before the execution of this Agreement, each Member shall contribute cash to the Company in the amounts set forth on Exhibit A. The Members shall make such additional capital contributions to the Company as may be mutually agreed upon.

3.3 Additional Contributions or Loans

3.3.1 If the Company shall require additional capital for Company purposes, the Company may borrow in the name of the Company such additional money as may be required to carry out the purposes of the Company. No Member shall be liable for Company losses in excess of the amount previously contributed to the Company and there shall be no obligation of any Member to invest or contribute any additional capital to the Company.

3.3.2 If the Company requires additional funds for Company purposes, over and above those for which provisions as to contributions or loans are made as hereinabove set forth, the Members shall have the right, but not the obligation, to lend to the Company or obtain loans for the Company in the amount required. All Members shall have equal rights to make such loans in proportion to their interests in the Company. If any Member declines to make a loan the other Members may increase their loans proportionately or in such other amounts as they may agree. If the loans are made by the Members, such loans shall bear interest and be on such other terms as are agreed to by the Company and the loaning Members. Such loan or loans shall be repaid at such time or times as the parties making such loans shall require.

3.4 Interest on Capital Contributions. The Members shall not be paid interest on or in respect of their respective Capital contribution or Capital Accounts.

3.5 Return of Capital Contributions. Except as otherwise provided herein, no Member shall have the right to withdraw or receive any return of the Member's capital contribution.

3.6 Form of Distribution. If a Member is entitled to receive a return of a Capital Contribution, the Member shall not have the right to receive anything but cash in return of the Member's Capital Contribution or Capital Account.

3.7 Capital Account. A separate Capital Account shall be maintained for each Member on the books of the Company in accordance with the following provisions: (a) a Member's Capital Account shall be credited with (i) the amount of money and the fair market value of any property contributed by the Member to the Company, (ii) the amount of any liabilities assumed by the Member, and (iii) the Member's share of Profit and any item in the nature of income, or gain specially allocated to the Member; and (b) a Member's Capital Account shall be debited with (i) the amount of money and the fair market value of any property distributed to the Member, (ii) the amount of any liabilities of the Member assumed by the Company, and (iii) the Member's distributive share of Loss and any item in the nature of

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expenses or losses specially allocated to the Member. If a Member's interest in the Company is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred interest. It is intended that the Capital Accounts of all Members shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with the Regulations.

3.8 Not for Benefit of Creditors. The provisions of this Article 3 are not intended to be for the benefit of any creditor or other Person (other than a Member in its capacity as a Member) to whom any debts, liabilities or obligations are owed by, or who otherwise has any claim against, the Company or any of the Members, and no such creditor or other Person shall obtain any right under any such provisions or shall by reason of any such provisions make any claim in respect of any debt, liability, obligation, or claim against the Company or any of the Members.

3.9 No Personal Liability in Members. Notwithstanding any inferences to the contrary in this Agreement, except as otherwise set forth in any non-waivable provision of the Act, no Member (in his or its capacity as a Member) shall be personally liable for any losses, costs, expenses, liabilities or obligations of the Company.

4. DISTRIBUTION

4.1 Distributions of Available Proceeds. Distributions of Available Proceeds shall be in the following order of priorities, to the extent available:

(i) First, to Members to repay loans by Members to the Company (if any) and all accrued interest thereon, in proportion to the outstanding balances of such loans, until such loans are paid in full.

(ii) Second, to the Members having Adjusted Capital Contribution Accounts, pro rata, in accordance with the balances of such Adjusted Capital Contribution Accounts determined immediately prior to such distribution, until such Adjusted Capital Contribution Accounts are reduced to zero.

(iii) Third, to all Members, pro rata in accordance with their respective Percentage Interests.

4.2 Timing of Distributions. The timing and amount of all distributions shall be determined by the Manager.

5. ALLOCATION OF PROFITS AND LOSSES

5.1 Manner of Allocation. Profits shall be allocated among and Losses shall be charged to the Members in proportion to their respective Percentage Interests.

5.2 Division of Profits and Losses in Event of Assignment. If all or part of a Member's interest in the Company is assigned pursuant to the terms of this Agreement, at any

time other than at the end of the Company's accounting year, profits, gains, losses, deductions, and credits of the Company allocable to the interest assigned will be divided between assignor and assignee by taking into account their varying interests during the period in accordance with Section 706(d) of the Code and the Regulations thereunder using any conventions permitted by law and selected by the remaining Members.

6. MANAGEMENT: RIGHTS, POWERS, AND DUTIES

6.1 Management. The business and affairs of the Company shall be managed by its Manager, who may, but need not, be a Member. Except for situations in which the approval of the Members is expressly required by this Agreement or by non-waivable provisions of applicable law, the Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business.

The Manager shall have the right to appoint one or more other Officers of the Company and to remove any Officer as an Officer of the Company. The Officers, under the direction of the Manager, shall supervise the day-to-day operations of the Company, may act as agents and authorized persons of the Company, and execute deeds, leases, contracts, promissory notes, deeds of trusts, and other security interests and agreements on behalf of the Company. At all times, the President shall be the same Person as the Manager and, in the capacity of President, shall have the same power and authority as the Manager.

6.2 Certain Powers of Manager. Without limiting the generality of Section 6.1, the Manager shall have power and authority, on behalf of the Company:

6.2.1 To acquire property from any Person as the Manager may determine. The fact that a Manager or a Member is directly or indirectly affiliated or connected with any such Person shall not prohibit the Manager from dealing with that Person;

6.2.2 To borrow money for the Company from banks, other lending institutions, the Manager, Members, or Affiliates of the Manager or Members on such terms as the Manager deems appropriate, including by means of instruments containing provisions for confession of judgment, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Manager, or to the extent permitted under the Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Manager;

6.2.3 To purchase liability and other insurance to protect the Company's property and business;

6.2.4 To hold and own any Company real and/or personal properties in the name of the Company;

6.2.5 To invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;

6.2.6 To sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan so long as such disposition is not in violation of or a cause of a default under any other agreement by which the Company may be bound;

6.2.7 To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; bills of sale; leases; partnership agreements, operating agreements of other limited liability companies; and any other instruments or documents necessary, in the opinion of the Manager, to the business of the Company;

6.2.8 To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;

6.2.9 To open bank accounts in the name of the Company, and the Manager (and its designated officers) shall be the sole signatories thereon, unless the Manager determines otherwise;

6.2.10 To enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Manager may approve; and

6.2.11 To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by the Manager of the Company, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose. No Member shall have agency authority to contract on behalf of or otherwise bind the Company solely by virtue of being a Member.

6.3 Liability for Certain Acts. The Manager and Officers shall perform their duties as Manager and Officers in good faith, in a manner they reasonably believe to be in the best interests of the Company. A Manager or Officer who so performs the duties as Manager or Officer shall not have any liability to the Company or the other Members by reason of being or having been a Manager or Officer of the Company. The Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, breach of this Agreement or a wrongful taking by the Manager. An Officer shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct, breach of this Agreement or a wrongful taking by such Officer.

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6.4 Managers and Members Have No Exclusive Duty to Company. Neither the Manager nor the Officers shall be required to manage the Company as their sole and exclusive function, and they may have other business interests and may engage in other activities in addition to those relating to the Company.

6.5 Indemnity of the Managers, Officers, and Employees. Subject to Section 6.3, the Company shall indemnify the Manager to the maximum extent permitted under the Act. The Company shall indemnify its Officers and employees to the fullest extent permitted by law, provided that such indemnification in any given situation is approved by the Manager. Notwithstanding any other provision of this Agreement, neither the Manager nor any duly-appointed Officer shall be liable to any Member or the Company with respect to any act performed or neglected to be performed in good faith and in a manner which such Manager or officer believed to be necessary or appropriate in connection with the ordinary and proper conduct of the Company's business or the preservation of its property, and consistent with the provisions of this Agreement. The Company shall indemnify the Manager, its officers, and employees (collectively, the "Indemnified Parties") for and hold them harmless from any liability, whether civil or criminal, and any loss, damage, or expense, including reasonable attorneys' fees, incurred in connection with the ordinary and proper conduct of the Company's business and the preservation of its business and property, or by reason of the fact that such person is or was a Manager, Officer, or employee. The obligation of the Company to indemnify any Indemnified Party hereunder shall be satisfied out of Company assets only, and if the assets of the Company are insufficient to satisfy its obligation to indemnify any such Indemnified Party, such party shall not be entitled to contribution from any Member.

6.6 Removal. By the vote of Members owning more than fifty percent (50%) of the Percentage Interests in the Company, the Manager may be removed at any time, with or without cause. Any such removal shall also be a removal of the President.

6.7 Vacancies. Any vacancy occurring for any reason in the position of Manager shall be filled by the vote of Members owning more than fifty percent (50%) of the Percentage Interests in the Company.

6.8 Resignation of Manager. Any Manager or Officer may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager or Officer shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.9 Compensation and Reimbursement for Expenses. No Member shall be entitled to compensation from the Company for services rendered to the Company as such. The Manager and Officers shall be entitled to such compensation by the Company for services rendered as may be determined by the Members. Upon the submission of appropriate documentation each Manager, Officer, and Member shall be reimbursed by the Company for reasonable out-of-pocket expenses incurred by such Manager, Officer, or Member on behalf of the Company or at the Company's request.

6.10 Right to Rely on the Manager. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by any Manager as to:

6.10.1 The identity of any Manager, Officer, or Member;

6.10.2 The existence or nonexistence of any fact or facts which constitute a condition precedent to acts on behalf of the Company by any Manager or Officer or which are in any other manner germane to the affairs of the Company;

6.10.3 The Persons who are authorized to execute and deliver any instrument or document of the Company; or

6.10.4 Any act or failure to act by the Company or any other matter whatsoever involving the Company or any Member.

7. RIGHTS AND OBLIGATIONS OF MEMBERS AND INTEREST HOLDERS

7.1 Meetings of and Voting by Members

7.1.1 A meeting of the Members may be called at any time by any Member. Meetings of Members shall be held at the Company's principal place of business or at any other place in the Washington, D.C. Metropolitan Area designated by the Member calling the meeting. Not less than five (5) nor more than thirty (30) days before each meeting, the Member calling the meeting shall give written notice of the meeting to each Member. The notice shall state the time, place, and purpose of the meeting. Notwithstanding the foregoing provisions, each Member waives notice if before or after the meeting the Member signs a waiver of the notice which is filed with the records of Members' meetings, or is present at the meeting in person or by proxy. A Member may vote either in person or by written proxy signed by the Member or by the Member's duly authorized attorney in fact. Such proxy shall be filed with the Manager of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

7.1.2 In lieu of holding a meeting, the Members may vote or otherwise take action by a written instrument indicating the consent of Members holding Percentage Interests sufficient to authorize such action pursuant to the terms hereof if such action were voted on in a meeting duly held for such purpose.

7.2 No Restrictions on Other Business. Nothing in this Agreement shall be deemed to restrict in any way the rights of any Member, or of any Affiliate of any Member, to conduct any other business or activity whatsoever, and no Member shall be accountable to the Company or to any other Member with respect to that business or activity even if the business or activity competes with the Company's business. The organization of the Company shall be without prejudice to the Members' respective rights (or the rights of their respective Affiliates) to maintain, expand, or diversify such other interests and activities and to receive and enjoy profits or compensation therefrom. Each Member waives any rights the Member might otherwise have to share or participate in such other interests or activities of any other Member or the Member's Affiliates. For purposes of this Section 7.2, the term "Member" shall also be deemed to include the Manager, even if the Manager is not in fact a Member.

7.3 Liability and Indemnification

7.3.1 A Member shall not be liable, responsible, or accountable, in damages or otherwise, to any other Member or to the Company for any act performed by the Member with respect to Company matters, except for fraud, gross negligence, or an intentional breach of this Agreement.

7.3.2 The Company shall indemnify each Member for any act performed by the Member with respect to Company matters, except for fraud, gross negligence, or an intentional breach of this Agreement.

8. BOOKS AND RECORDS, ACCOUNTING, TAX ELECTIONS, ETC.

8.1 Books and Records. The Manager shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of transactions with respect to the conduct of the Company's business, which shall be maintained in accordance with sound accounting practices and the requirements of the Act and shall be available at the principal office of the Company for examination by any Member, or the Member's duly authorized representatives, at any and all reasonable times during normal business hours.

8.2 Bank Accounts. The bank accounts of the Company shall be maintained in those banking institutions selected by the Manager, and withdrawals shall be made only in the regular course of business upon the signature or signatures which the Manager determines.

8.3 Accountants. The accountants for the Company shall be the firm of public accountants as shall be engaged by the Manager. The accountants shall prepare all tax returns of the Company.

8.4 Reports to Members. Within ninety (90) days after the end of each accounting year of the Company, the Manager shall cause to be prepared (i) a compilation or review financial report of the Company, including a balance sheet, together with a profit and loss statement, and (ii) all information necessary to prepare applicable local, state and federal tax returns.

8.5 Tax Matters Partner. The Manager shall be the Company's Tax Matters Partner, with all the powers and responsibilities provided in Code Section 6221, et seq. The Tax Matters Partner shall keep the Members informed of all notices from governmental taxing authorities which may come to the attention of the Tax Matters Partner. The Company shall pay all reasonable third-party costs and expenses incurred by the Tax Matters Partner in performing these duties. The Tax Matters Partner shall not be obligated to cause the Company to file an election causing the basis of the Company's assets to be adjusted pursuant to the provisions of Code Sections 734, 743 and 754, or any successor provisions or amendments thereto. However, the Tax Matters Partner reserves the right to cause the Company to file such election(s) if it determines that there are good and substantial reasons to do so. The Tax Matters Partner may condition the Company's filing of such election on the agreement of the Members for whom a special adjustment to the basis of Company assets will thereby be made to pay all costs and expenses of preparing and filing such election and all additional accounting or similar costs and expenses thereafter incurred by the Company by reason of such election.

8.6 Accounting Year. The accounting year of the Company shall be the calendar year.

9. ASSIGNMENT OF INTEREST

9.1 General Restriction. A Member shall not assign or permit the assignment of the Member's interest, without the prior consent of all other Members. Any attempt by a Member to assign his interest without full compliance with this Agreement shall be null, void, and of no force or effect. The Company shall not transfer on its records ownership of any interest unless it is assigned in a manner permitted by this Agreement, and no attempted assignment shall be effective unless and until the Company transfers the interest on its records. All interests shall at all times remain subject to this Agreement, whether or not they are assigned in a manner permitted by this Agreement. As used herein, the term, "assign" means, voluntarily or involuntarily, to transfer, sell, bequeath, pledge, hypothecate or otherwise dispose of a Member's interest.

9.2 Requirement of Notice. If a Member or the personal representative or other legal representative of a deceased or disabled Member, as the case may be (herein a "Selling Member"), desires to assign the Member's interest in the Company, then the Selling Member shall give notice of that desire to the Company.

9.3 Admission of Substitute Members

9.3.1 No Person, including the assignee of a Member's interest, may be admitted as a substitute Member or additional Member unless: (i) the Manager consents; (ii) counsel for the Company is of the opinion the admission will not cause the Company to be classified otherwise than as a partnership or to terminate for federal income tax purposes and will not require registration of the interest of the substitute Member or additional Member with the Securities and Exchange Commission or any state securities agency; (iii) the substitute Member or additional Member has agreed to be bound by the provisions of this Agreement and all other applicable agreements, all in that form which the Members require; and (iv) the Company is reimbursed by the substitute Member or additional Member for the expense of admission. The Manager may waive the requirement of an opinion of counsel. The admission of a Person as a substitute Member or additional Member shall be effective only upon the satisfaction of the foregoing conditions, the amendment of this Agreement to reflect the admission of the substitute Member or additional Member, and the filing for recordation of any documents of certificate which are required by law.

9.3.2 Any permitted assignee of a Member's interest who does not become a substitute Member and desires to make further assignments of the interest shall be subject to all of the restrictions on the transferability of the interest contained herein. Unless an assignee becomes a substitute Member pursuant to Section 9.3.1 hereof, the assignee shall not be entitled to any of the rights granted to a Member hereunder or under the Act.

9.3.3 Notwithstanding the provisions of this Section 9, in the event of the death of a Member, the personal representative of such deceased Member, and/or the Person to whom the deceased Member's interest has passed either pursuant to the deceased Member's

last will and testament or the laws of intestacy governing his estate, may become a Member if the transferee delivers to the Company a written instrument agreeing to be bound by the provisions of this Agreement and all other applicable agreements.

9.3.4 No Liability for Allocation or Distributions. Notwithstanding anything in this Agreement to the contrary, the Company shall be entitled to treat the assignor of an interest as the absolute owner thereof in all respects, whether or not the assignee is admitted as a substitute Member, and shall incur no liability for allocation of Profits, Losses or distributions which are made in good faith to the assignor until a duly executed written assignment has been received by the Company and the Company has either consented thereto in writing or is otherwise bound by such assignment by operation of law.

10. DISSOLUTION

10.1 Events of Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

- (i) by the unanimous written agreement of the Members; or
- (ii) upon the entry of a decree of judicial dissolution with respect to the Company.

10.2 No Dissolution on Termination of Membership. Notwithstanding any provision of the Act to the contrary, the Company shall continue and shall not dissolve as a result of the death, withdrawal, resignation, expulsion, bankruptcy or dissolution of any Member or any other event that terminates the continued membership of the Member.

10.3 Liquidating Trustee. Upon the dissolution of the Company, the Manager shall act as the liquidating trustee and shall liquidate and reduce to cash the assets of the Company as promptly as is consistent with obtaining a fair value therefor and, unless otherwise required by the Act, shall apply and distribute the proceeds of liquidation, as well as any other Company assets, first, to the payment of debts of the Company, other than debts to members; and, then in accordance with Section 4.1 of this Agreement. The Manager shall promptly deliver to the Mayor of the District of Columbia for filing a statement of dissolution stating the name of the Company and that the Company is dissolved, and shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

10.4 No Liability for Return of Contribution. No Member shall be personally liable for the return or repayment of all or any portion of the contributions of any other Member; any return or repayment shall be made solely from assets of the Company.

11. NOTICES

11.1 How Given. Any notice, demand, consent, election, offer, approval, request or other communication ("notice") required or permitted under this Agreement must be in writing and either delivered personally or sent by certified or registered mail or nationally

14.6 Further Assurances. The parties shall execute any further instruments and shall perform any acts which are, or may become, necessary to effectuate and carry on the Company in accordance with this Agreement and the requirements of law.

14.7 Captions. The captions used herein are for convenience and reference only, and shall not be deemed to modify or construe any of the terms or provisions hereof.

14.8 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the District of Columbia.

14.9 Tenses. In this Agreement, the singular shall include the plural and the masculine gender shall include the feminine and neuter and vice versa, unless the context otherwise requires.

14.10 Waiver of Partition. The Members hereby waive any right of partition or any right to take any other action that otherwise might be available to them for the purpose of severing their relationship with the Company or their interest in the assets held by the Company from the interest of other Members.

14.11 Separability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

Signature Page Follows

recognized overnight courier, postage prepaid, return receipt requested. Any notice to be given hereunder by the Company may be given by the Manager or by any Member.

11.2 Where Given. A notice must be addressed to a Member at the Member's last known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office.

11.3 When Given. A notice delivered personally will be effective only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be presumed to have been delivered three (3) business days after it is mailed.

11.4 Substitute Addresses. Any party may designate, by notice to all of the others, substitute addresses or addresses for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees.

12. SPECIFIC PERFORMANCE. Irreparable injury will result from a breach of any provision of this Agreement, and money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent injunctions (i) restraining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

13. AMENDMENT. Neither this Agreement nor the Articles of Organization may be amended without the unanimous consent of the Members.

14. MISCELLANEOUS

14.1 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute one agreement binding on all parties, notwithstanding the fact that all parties have not signed the original or the same counterpart.

14.2 Entire Understandings. This Agreement contains the entire understanding of the parties. It may not be changed orally, but only by a writing signed by all of the parties.

14.3 No Waiver. The waiver of any breach of any term hereof shall not be construed as a waiver of any subsequent breach of that term, but the same shall continue in full force and effect.

14.4 Investment Intent. Each Member represents and warrants that he is making this investment and purchasing his interest in the Company for his own account, for investment purposes and not with a view towards resale or distribution.

14.5 Successors. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties, and their respective heirs, personal representatives, successors, and permitted assigns.

[Signature Page to Operating Agreement of Right Solutions Partners, LLC]

IN WITNESS WHEREOF, Right Solutions Partners, LLC, has caused this Agreement to be signed as of the date first written above.

Erika Sather

by: 
Manager and President

EXHIBIT A
Members, Percentage Interests and Capital Contributions

Name and Address	<u>Percentage Interest</u>	<u>Initial Cash Contribution</u>
Erika Sather 1717 K Street N.W. Washington, DC 20036	100.00%	\$100
	<hr/>	<hr/>
	TOTALS: 100.00%	\$100