

Exhibit C

Articles of Incorporation
Operating Agreement
Copy of Amendment for Name Change

Registrant 5600



CERTIFICATE

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

AINSLEY GILL & ASSOCIATES, LLC

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of the **19th** day of **February, 2004**.

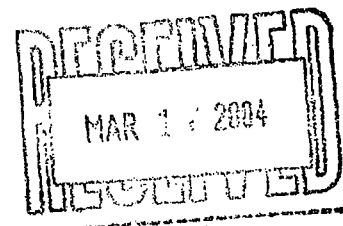
David Clark
DIRECTOR

John T. Drann
Administrator
Business and Professional Licensing Administration

A handwritten signature in cursive script, appearing to read "Patricia E. Grays", is written over a horizontal line.

Patricia E. Grays
Superintendent of Corporations
Corporations Division

Anthony A. Williams
Mayor



ARTICLES OF ORGANIZATION

OF

AINSLEY GILL & ASSOCIATES, LLC

Pursuant to Title 29, Chapter 10 of the District of Columbia Code (the D.C. Limited Liability Company Act of 1994), the organize(s) named below adopt the following Articles of Organization:

FIRST: The name of this limited liability company shall be Ainsley Gill & Associates, LLC.

SECOND: The effective date of these articles shall be the date of filing of these Articles of Organization.

THIRD: The period of duration of this limited liability company shall be perpetual.

FOURTH: The purposes for which this limited liability company has been organized are to provide general business, financial, and information technology consulting to domestic and foreign companies and governments and to engage in any lawful business.

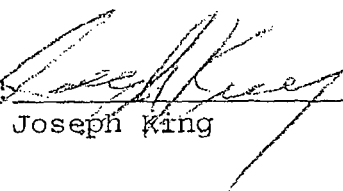
FIFTH: The address of this limited liability company's registered office in the District of Columbia is 1627 K Street, N.W., Suite 901, Washington, D.C. 20001.

SIXTH: The name of the limited liability company's registered agent in the District is Walker Williams. This agent's consent to act as resident agent for the company is evidenced in the attached executed "Written Consent To Act As Registered Agent."

SEVENTH: This limited liability company's principal place of business is 1627 K Street, N.W., Suite 901 Washington, D.C. 20001

EIGHTH: The number of organizers of this company is one (1). The name(s) and address(es) of the organizer(s) is Joseph King, 8905 Fairview Road, Suite 501, Silver Spring, Maryland 20910.

DATE: This 12th day of February, 2004.

By 
Joseph King

FILE

FEB 19 2004



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
PHILADELPHIA PA 19255-0023

Date of this notice: 03-01-2004

Employer Identification Number:
68-0579485

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

AINSLEY GILL & ASSOCIATES LLC
GILL AINSLEY MBR
1627 K ST NW STE 901
WASHINGTON DC 20006

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 68-0579485. This EIN will identify your business account, tax returns, and documents even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, please use the label IRS provided. If that isn't possible, you should use your EIN and complete name and address shown above on all federal tax forms, payments and related correspondence. If this information isn't correct, please correct it using the tear off stub from this notice. Return it to us so we can correct your account. If you use any variation of your name or EIN, it may cause a delay in processing and may result in incorrect information in your account. It also could cause you to be assigned more than one EIN.

Based on the information from you or your representative, you must file the following form(s) by the date shown next to it.

Form 941	07/31/2004
Form 1065	04/15/2005
Form 940	01/31/2005

If you have questions about the form(s) or the due date(s) shown, you can call us at 1-800-829-4933 or write to us at the address at the top of the first page of this letter. If you need help in determining what your tax year is, you can get Publication 538, Accounting Periods and Methods, at your local IRS office.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a determination of your tax classification, you may seek a private letter ruling from the IRS under the procedures set forth in Revenue Procedure 98-01, 1998-1 I.R.B.7 (or the superceding revenue procedure for the year at issue).

March 18, 2004

Mr. Ainsley Gill
1627 K Street, N.W.
Washington, D.C. 20006

Enclosure for your information

RE: Ainsley Gill & Associates, LLC

We enclose the following: Copy of the Certificate issued by the District of Columbia dated February 19, 2004, approving the Articles of Organization for the above referenced company.

Thank you.

King & King
Attorneys at Law, P.C.
8905 Fairview Road, Suite 501
Silver Spring, Maryland 20910
301-565-0520

OPERATING AGREEMENT

OF

THE AGA GROUP, LLC

This Operating Agreement of The AGA Group, LLC (“Agreement”) is entered into as of February 1, 2009, by and between The AGA Group, LLC, a District of Columbia limited liability company (the “Company”) and Ainsley Gill (the “Sole Member”).

EXPLANATORY STATEMENT

The Sole Member has agreed to organize and operate a limited liability company in accordance with the terms of, and subject to the conditions set forth in, this Agreement.

NOW, THEREFORE, for good and valuable consideration, the Sole Member, intending legally to be bound, agrees as follows:

SECTION I DEFINED TERMS

The following capitalized terms shall have the meanings specified in this Section I. Other terms are defined in the text of this Agreement; and throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

“Agreement” means this Operating Agreement of The AGA Group, LLC, as amended from time to time.

“Code” means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

“Code of Laws” means the Code of Laws of the District of Columbia, as amended from time to time.

“Company” means The AGA Group, LLC, a District of Columbia limited liability company organized in accordance with this Agreement.

“Interest” means a Person’s share of the Profits and Losses of, and the right to receive distributions from, the Company.

“Interest Holder” means any Person who holds an Interest, whether as a Member or as an unadmitted assignee of a Member.

“Member” means each Person signing this Agreement and any Person who subsequently is admitted as a member of the Company.

“Membership Rights” means all of the rights of a Member in the Company, including a Member’s: (i) Interest; (ii) right to inspect the Company’s books and records; (iii) right to participate in the management of and vote on matters coming before the Company; and (iv) unless this Agreement or the Articles of Organization provide to the contrary, right to act as an agent of the Company.

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

“Positive Capital Account” means a Capital Account with a balance greater than zero.

“Profit and Loss” means, for each taxable year of the Company (or other period for which Profit and Loss must be computed) the Company’s taxable income or loss determined in accordance with the Code.

“Regulation” means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

“DCRA” means Department of Consumer and Regulatory Affairs of the District of Columbia.

“Transfer” means, when used as a noun, any voluntary sale, hypothecation, pledge, assignment, attachment, or other transfer, and when used as a verb, means voluntarily to sell, hypothecate, pledge, assign, or otherwise transfer.

“Withdrawal” means a Member’s dissociation from the Company by any means.

SECTION II FORMATION AND NAME; OFFICE; PURPOSE; TERM

2.1. **ORGANIZATION.** The Sole Member hereby organized a limited liability company pursuant to the Code of Laws and the provisions of this Agreement and, for that purpose, has caused a Certificate of Organization to be prepared, executed and filed with DCRA on February 19, 2004, which Certificate of Organization is hereby ratified and approved. The name of the Company as organized in 2004 was Ainsley Gill & Associates, LLC. The Company name was subsequently changed by a Certificate of Amendment on November 26, 2008, to The AGA Group, LLC.

2.2. **NAME OF THE COMPANY.** The name of the Company shall be “The AGA Group, LLC.” The Company may do business under that name, and under any other name or names upon which the Sole Member may, in the Sole Member’s sole discretion, determine. If the Company does business under a name other than The AGA Group, LLC, then the Company shall file a trade name certificate as required by law.

2.3. **PURPOSE.** The Company is organized to engage in any lawful act or activity and to exercise any powers permitted under the Code of Laws.

2.4. **TERM.** The duration of the Company shall be perpetual unless terminated pursuant to Section VII.

2.5. **PRINCIPAL OFFICE.** The address of the Company's principal office in the District of Columbia is 1700 K Street, NW, Suite 730, Washington, DC 20006.

2.6. **RESIDENT AGENT.** The resident agent for service of process on the Company in the District of Columbia shall be Walker Williams, a District of Columbia resident, whose address is 1627 K Street, NW, Suite 901, Washington, DC, or any successor as appointed by the Sole Member in accordance with the Act.

2.7. **MEMBERS.** The name and present mailing address of the Sole Member is Ainsley Gill, 1700 K Street, NW, Suite 730, Washington, DC 20006.

SECTION III CAPITAL; CAPITAL ACCOUNTS

3.1. **INITIAL CAPITAL CONTRIBUTIONS.** The Sole Member shall make such capital contributions to the Company as the Sole Member may determine.

3.2. **NO OTHER CAPITAL CONTRIBUTIONS REQUIRED.** No Member shall be required to contribute any additional capital to the Company, and except as set forth in the Act, no Member shall have any personal liability for any obligations of the Company.

3.3. **LOANS.** Any Member may, at any time, make or cause a loan to be made to the Company in any amount and on those terms upon which the Company and the Member agree.

3.4. **NOT FOR BENEFIT OF CREDITORS.** The foregoing provisions of this Section III are not intended to be for the benefit of any creditor or other third party to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the Company or any of the Members.

SECTION IV PROFIT, LOSS, AND DISTRIBUTIONS

4.1. **DISTRIBUTION OF CASH FLOW.** Cash Flow for each taxable year of the Company shall be distributed to the Sole Member at such times and in such amounts as determined by the Sole Member, but not less frequently than once per taxable year and not later than seventy-five (75) days after the end of such taxable year.

4.2. **ALLOCATION OF PROFIT OR LOSS.** All Profit or Loss shall be allocated to the Sole Member.

4.3. **LIQUIDATION AND DISSOLUTION.** If the Company is liquidated, the assets of the Company shall be distributed to the Sole Member.

**SECTION V
MANAGEMENT: RIGHTS, POWERS, AND DUTIES**

5.1. **MANAGEMENT.** The Company shall be managed solely by the Sole Member. The Sole Member may, but shall not be required to, appoint and remove such officers of the Company as the Sole Member deems appropriate to act on behalf of the Company at the direction and control of the Sole Member and who shall have rights and responsibilities analogous to officers of a corporation.

5.2. **PERSONAL SERVICES.** The Sole Member shall not be required to perform services for the Company solely by virtue of being its Sole Member.

5.3. **LIABILITY AND INDEMNIFICATION.**

5.3.1. No Member or other authorized representative of the Company shall be liable, responsible, or accountable, in damages or otherwise, to the Company for any act performed by such Member or other authorized representative with respect to Company matters, except for fraud, gross negligence, or an intentional breach of this Agreement.

5.3.2. The Company shall indemnify each Member and any other authorized representative for any act performed by such Member or authorized representative with respect to Company matters, except for fraud, gross negligence, or an intentional breach of this Agreement.

**SECTION VI
TRANSFER OF INTERESTS AND WITHDRAWALS OF MEMBERS**

6.1. **TRANSFERS.** The Sole Member may Transfer all, or any portion of, or the Sole Member's interest or rights in, the Sole Member's Membership Rights.

6.2. **WITHDRAWAL.** Immediately upon the occurrence of the Withdrawal of a Member, the Member's successor shall thereupon become a Member and the Company shall be continued.

**SECTION VII
DISSOLUTION, LIQUIDATION, AND
TERMINATION OF THE COMPANY**

7.1. **EVENTS OF DISSOLUTION.** The Company shall be dissolved if the Sole Member, or the Sole Member's successor-in-interest, determines to dissolve the Company. The Company shall not dissolve merely because of the death, dissolution, disability, or bankruptcy of any Member.

7.2. **PROCEDURE FOR WINDING UP AND DISSOLUTION.** If the Company is dissolved, the affairs of the Company shall be wound up. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company in satisfaction of the liabilities of the Company, and then to the Sole Member or the Sole Member's successor-in-interest.

7.3. **FILING OF ARTICLES OF DISSOLUTION.** If the Company is dissolved, Articles of Dissolution shall be promptly filed with DCRA by the Sole Member. If there are no remaining Members, the Articles shall be filed by the last Person to be a Member; if there are no remaining Members, or a Person who last was a Member, the Articles shall be filed by the legal or personal representatives of the Person who last was a Member.

SECTION VIII BOOKS, RECORDS, ACCOUNTING, AND TAX ELECTIONS

8.1. **BANK ACCOUNTS.** All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Sole Member 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.

8.2. **BOOKS AND RECORDS.** The Sole Member shall keep or 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 books and records shall be maintained in accordance with sound accounting principles and practices.

8.3. **ANNUAL ACCOUNTING PERIOD.** The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by the Sole Member, subject to the requirements and limitations of the Code.

SECTION IX GENERAL PROVISIONS

9.1. **ASSURANCES.** Each Member shall execute all such certificates and other documents and shall do all such filing, recording, publishing, and other acts as the Members deem 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 delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested. A notice must be addressed to an Interest Holder at the Interest Holder's last known address on the records of the Company. A notice to the Company must be addressed to the Sole Member. 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. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and thereafter, notices are to be directed to those substitute addresses or addressees.

9.3. **SPECIFIC PERFORMANCE.** The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that 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 orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

9.4. **COMPLETE AGREEMENT.** This Agreement constitutes the complete and exclusive statement of the agreement of the Company and the Sole Member. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of all of the Members.

9.5. **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 substantive law of the District of Columbia, not the law of conflicts of the District of Columbia.

9.6. **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.

9.7. **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-in-interest, and permitted assigns.

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. **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.

IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, under seal, as of the date set forth hereinabove.

COMPANY:

THE AGA GROUP, LLC

By: _____

Ainsley Gill, Authorized Person

SOLE MEMBER:

Ainsley Gill



C E R T I F I C A T E

THIS IS TO CERTIFY that the attached is a true and correct copy of the documents for this entity as shown by the records of this office.

AGA GROUP, LLC (THE)

IN TESTIMONY WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed this **26th** day of **November, 2008**.

LINDA K. ARGO
Director

A handwritten signature in cursive script, reading "Patricia E. Grays", written over a horizontal line.

PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Adrian M. Fenty
Mayor

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS



C E R T I F I C A T E

THIS IS TO CERTIFY that all applicable provisions of the District of Columbia Limited Liability Company Act have been complied with and accordingly, this

CERTIFICATE OF AMENDMENT is hereby issued to:

AINSLEY GILL & ASSOCIATES, LLC

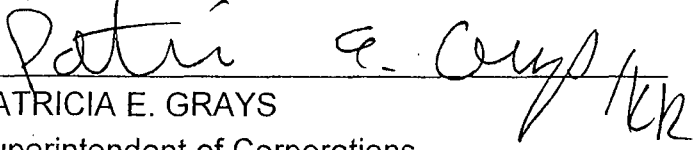
Name Changed To

AGA GROUP, LLC (THE)

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office office to be affixed as of the **26th** day of **November, 2008**.

LINDA K. ARGO
Director

Business and Professional Licensing Administration



PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Adrian M. Fenty
Mayor



District of Columbia Government
Corporations Division
PO Box 92300
Washington DC 20090

Articles of Amendment of Ainsley Gill & Associates, LLC

Pursuant to provisions of Title 29, Chapter 10 of the Code of Laws of the District of Columbia, which governs the formation of limited liability companies, the undersigned limited liability company adopts the following Articles of Amendment:

- Name the limited liability company:
Ainsley Gill & Associates, LLC
- The following amendment to the Articles of Organization was duly adopted on behalf of the company on 11/19/2008 in accordance with the Operating Agreement and all applicable laws of the District of Columbia.

Article First of the Articles of Organization is being amended to reflect that the new name of the company is The AGA Group, LLC.

3. The effective date of this amendment. This Amendment shall be effective upon filing with the District of Columbia.

4. Amendment has been adopted in the following manner:

- (A) The amendment received was approved by those members with voting rights holding at least a majority of the interest in profits of the Limited liability company.
- (B) In accordance with the company's Articles of Organization and/or Operating Agreement, the amendment was approved by (Insert specific method of approval other than by those members with voting rights holding at least a majority of the interest in profits of the Company).

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

Managing Member or Authorized Person	Date	Signature
Ainsley Gill, Member, Authorized Person	11/19/08	

Mail all forms and required
Department of Consumer and Regulatory Affairs
Corporations Division
PO Box 92300
Washington, DC 20090
Phone: (202)

For overnight delivery send
Corporate Bank of America
Attention: DC Government
Wholesale Lockbox #92300
Mail Code MD4-301-1804
225 North Calvert Street, 18th floor
Baltimore, Maryland 21202

11/26/08