

**OPERATING AGREEMENT OF DMP INTERNATIONAL, LLC**

This Operating Agreement (“Agreement”) of DMP International, LLC (DMPI), a Delaware Limited Liability Company, is effective as of the 1<sup>st</sup> day of September 2011 (“Effective Date”) between the Members.

**WITNESSETH**

The Members wish to establish this Operating Agreement for the governance of the Company.

NOW THEREFORE in consideration of the foregoing, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all of the Members of the Company hereby acknowledge and agree to the following:

**SECTION I  
FORMATION AND PURPOSE**

The Company was formed pursuant to the Delaware Limited Liability Company Act, as may be amended from time to time (the “Act”).

Each Member confirms and agrees to its status as Member, its Membership Class, and subscribes to the acquisition of a Membership Interest upon the terms and conditions set forth in this Agreement.

Each Member hereby executes and adopts this Agreement as the Operating Agreement of the Company, pursuant to the Act. The Members and the Company hereby agree that the duties and obligations imposed on the Members of the Company shall be those set forth in this Agreement, which is intended to govern the relationship among the Company and the Members, notwithstanding any provision of the Act or common law to the contrary.

1. Name.

The name of the Company is DMPI. All Company business must be conducted in the name of the Company. Title to all assets of the Company shall be held in the name of the Company.

2. Principal Office.

The principal office of the Company shall be [REDACTED].

3. Governing Law.

This Agreement and all issues regarding the rights and obligations of the Members, the construction, enforcement and interpretation hereof, and the formation, administration and termination of the Company shall be governed by the provisions of the Act and other applicable laws of the State of Delaware, without reference to conflict of laws principles.

4. Purposes.

The Company has been formed for the purpose of transacting any and all lawful business for which limited liability companies may be organized under the Act.

5. Registered Agent and Office.

The registered agent for the service of process and the registered office shall be that person and that office location reflected in the Articles of Organization as filed with the Delaware Secretary of State. The Managing Member(s), may, from time to time, change the registered agent or office through appropriate state filings. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Managing Member(s) shall promptly designate a replacement registered agent or file a notice of change of address as the case may be.

**SECTION II  
STATUS, CLASSES, RIGHTS AND OBLIGATIONS OF MEMBERS**

1. Members.

There shall be one class of members: At the time of the execution of this Agreement, the following are the Class A Members of the Company:

Paul J. Manafort

The term "Member" as used herein, when it is not used with a specific Class designation, refers to a Class A Member.

2. Notice of Address and Membership Interest.

The notice of the address of the Members are set forth on Attachment A. The Members each agree that each Member's percentage of ownership interest ("Membership Interest") as well as the Class of the Membership Interest, shall be set forth on Exhibit A as may be amended from time to time pursuant to this Agreement.

3. Voting.

Only Class A Members are entitled to vote on any matters. Class A Members shall vote in proportion to their respective Membership Interests. Unless otherwise provided herein, for the purposes of this Agreement, any action requiring a vote, consent, or approval of a majority of the outstanding Class A Membership Interests shall be authorized if Class A

Members holding more than fifty percent of the outstanding Class A Membership Interests, vote for, consent to or approve, such action.

4. Action Without a Meeting.

Any action required or permitted to be taken at a meeting of the Class A Members may be taken without a meeting if the action is taken by Class A Members holding all of the outstanding Class A Membership Interests entitled to vote. Such an action without meeting shall be evidenced by a written consent signed by all Class A Members as required and filed with the Company's records.

5. Conflicts of Interest.

A Member does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest. A Member may lend money to and transact other business with the Company. The rights and obligations of a Member who lends money to or transacts business with the Company are the same as those of a person who is not a Member, subject to applicable law. No transaction with the Company shall be voidable solely because a Member has either a direct or indirect interest in the transaction if either the transaction is fair to the Company, or if, knowing the material facts of the transaction, the majority of the Class A Members authorize, approve or ratify the transaction.

6. Other Activities.

Except as otherwise provided herein, any Member may engage in or possess any interest in other businesses of any nature and description, independently or with others and neither the Company nor any Member shall have any rights in or to any such independent venture or the income or profits derived therefrom, provided, however, that no Member shall engage in any independent venture or opportunity which competes with the business of the Company unless he has first presented such opportunity to the Company and a majority of the Class A Members have voted to decline such business opportunity on behalf of the Company.

7. Right to Transfer Membership Interest.

No Class A Member shall have the right to transfer, hypothecate, mortgage, sell, exchange, assign or otherwise dispose of or grant an interest in (collectively "transfer") all or part of his Membership Interest to a third party or parties, including the Member's interest in any part of the Company's assets, receivables, records, documents records, files or clientele, all such rights and interests of such Member being personal to him and not transferable and not assignable. Nothing herein shall prevent a Class A from selling back to the Company all or a portion of its Membership Interest under the terms of an option contained in a written Agreement with the Company.

Notwithstanding the foregoing, each Member agrees not to transfer all or any part of a Membership Interest (or take or omit any action, filing election or other action which could result in a deemed transfer) if such transfer (either considered alone or in the aggregate with prior transfers by other Members) would result in the termination of the Company for Federal Income tax purposes. Such transfer is void ab initio.

8. Liability of Members.

No Member shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on any of the Members.

9. Indemnification.

The Company shall indemnify the Members for all costs, losses, liabilities and damages paid or accrued by such Member in connection with the business of the Company for acts or omissions which do not violate the standard of care set forth immediately below.

10. Members' Standard of Care.

Each Member's duty of care in the discharge of the Member=s duties to the Company and the other Members, including the duty of the Managing Member(s), is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. Members shall be fully protected in relying in good faith upon the records of the Company and upon such opinions reports or statements made by other Members or other person as to matters the Member reasonably believes to be in that person=s professional or expert competence.

11. Miscellaneous Member Obligations.

It shall be the duty of each Member to act at all times consistently with and in compliance with all and each of the provisions of this Agreement and with all policies, rules, and decisions of the Company adopted in accordance with the provisions of this Agreement.

**SECTION III  
MANAGEMENT BY MANAGING MEMBER**

1. Managing Member(s).

There shall be one Managing Member (also referred to herein as "Manager"). Only a Class A Member may be a Managing Member. All decisions concerning the business affairs of the Company shall be made by the Managing Member.

The initial Managing Member, any one of whom has the authority individually and without the signature of the other Managing Member, to bind the company, shall be:

Paul J. Manafort

Any vacancy in the office of the Manager shall be filled by vote of the Majority of Class A Members.

2. Term of Managing Member(s).

Each Managing Member shall serve until the earliest of:

- (a) The Withdrawal of such Managing Member;
- (b) The Resignation of such Managing Member;
- (c) Removal of the Managing Member as provided for by this Agreement; or
- (d) The election and qualification of the Managing Member's successor by a Majority of the Class A Members.

3. Authority of Members to Bind the Company.

Only the Managing Member and agents of the Company authorized by the Managing Member shall have the authority to bind the Company. No Member who is not either a Managing Member or otherwise specifically authorized by a Managing Member in writing to act as an agent shall take any action to bind the Company, and each Member shall indemnify the Company for any costs or damages incurred by the Company as a result of the unauthorized action of such Member. Each Managing Member has the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company.

4. Agents of the Company

Unless stated otherwise herein, the Managing Member designates and authorizes Richard W. Gates as an authorized agent to act in all respects on behalf of the Company.

5. Third Party Reliance.

Notwithstanding the failure of the Managing Members to reach a consensus on any management matter, no person dealing with the Company shall have any obligation to inquire into the power or authority of any Managing Member acting on behalf of the Company when that act is for the purpose of apparently carrying on the usual business or affairs of the Company, including the exercise of the authority indicated herein.

6. Removal of Managing Member.

A Managing Member may be removed by the affirmative vote of a Majority of the Class A Members, for cause only. "For cause" means willful misconduct or fraud.

**SECTION IV  
CAPITAL CONTRIBUTIONS AND FINANCIAL OBLIGATIONS OF MEMBERS**

1. Initial Capital Contributions.

The capital contributions of the Members are as set forth on Attachment A. Such capital may be used for any lawful purpose.

2. Additional Contributions.

The Managing Member may arrange for the provision of such additional funds as are deemed necessary to conduct the Company's business. Such additional funds may be raised by loan to the Company from an outside source or by a loan or capital contribution to the Company by one or more Members.

3. No Interest On Contributions.

No Member shall be entitled to interest on his capital contribution.

4. Return of Capital Contributions.

No Member shall be entitled to withdraw any part of his capital contribution or capital account or to receive any distribution from the Company, except as specifically provided for in this Agreement. Except as otherwise provided herein there shall be no obligation to return to any Member or withdrawn Member any part of such Member's Capital contributions to the Company for so long as the Company remains in existence. If the Company is continued by unanimous consent of the remaining Members following the death, disability or withdrawal of a Member, the former Member shall continue to receive the share of the distributions and return of capital at such time and in such manner as such party would have received the distributions had such former party remained a member of the Company.

5. Loans Not to be Treated as Capital Contributions.

Loans or advances by any Member to the Company shall not be considered capital contributions and shall not increase the capital account balance of the lending or advancing Member.

6. Limited Liability.

Except as otherwise provided in this Agreement, no Member shall be required under any circumstances to contribute or lend money or property to the Company.

7. Guaranty of Company Indebtedness.

A Member shall not be obligated to guarantee the Company indebtedness or other contractual obligations unless he agrees to do so.

8. No Third Party Beneficiaries.

The provisions of this Agreement relating to the financial obligations of Members are not intended for the benefit of any creditor or other person to whom any debts, liabilities or obligations are owed by or who otherwise have any claim against the Company or any of the Members, and, except for Members, no creditor or other person shall obtain any right under any such provisions or shall by reason of any such provisions make any claim with respect to any debt, liability or obligation (or otherwise) against the Company or any of its Members.

**SECTION V  
DISTRIBUTION OF CASH AND PROPERTY**

1. Distribution of Net Cash Flow.

The term "net cash flow" for a fiscal year shall mean:

All cash receipts as shown on the books of the Company (excluding, however, capital contributions from members, net proceeds to the Company from the sale or the disposition of substantially all of the assets, condemnation process, and excess title, property, casualty, or liability insurance proceeds, if any, for the restoration or repair of the Company assets), reduced by cash disbursements for Company purposes including interest and principal upon loans, and cash reserves set aside by the Managing Members which the Managing Members deem necessary in their discretion to accomplish the Company's business purpose, plus any other funds, including the amounts previously set aside as reserves for distribution as net cash flow.

2. Priority of Distribution.

The net cash flow of the Company for a fiscal year shall be paid out to the Members pro rata in accordance with their respective Membership Interests at such time as the Managing Member(s) determines.

3. Distribution of the Proceeds of Dissolution.

If the Company dissolves, the net proceeds of dissolution, including any accompanying sale of Company assets, shall be distributed in the following order of priority: First, toward the satisfaction of all outstanding debts and other obligations of the Company, including Members, who are creditors, then pro rata among those members with a positive capital account balance, after adjustments for the above distributions, and tax allocations for the current fiscal year, in proportion to their respective capital accounts.

**SECTION VI  
FEDERAL AND STATE TAX MATTERS**

1. Maintenance of Members' Capital Accounts.

With respect to each Member a separate "Capital Account" for such Member shall be established and maintained throughout the full term of the Company in accordance with applicable Treasury Regulations that must be complied with in order for the allocations of taxable profits and losses provided in this Agreement to have economic effect under applicable Treasury Regulations.

2. Allocations of Profits and Losses of the Company.

The Company's net income or loss for a fiscal year computed in accordance with applicable federal income tax accounting principles shall be allocated among the Members in accordance with their respective Membership Interests.

3. Special Tax Allocation.

Notwithstanding anything to the contrary contained in this Agreement, the Company shall comply with IRS Section 704 and Treasury Regulation section 1.704 with respect to all applicable tax allocations.

4. Tax Year and Accounting Matters.

The taxable year of the Company shall be the calendar year. The Company shall adopt such methods of accounting and file its tax returns using the methods of accounting determined upon the advice of the accountant servicing the books and records of the Company.

5. Tax Elections.

The Company may make or revoke all tax elections provided for under the Internal Revenue Code upon a decision by the Manager(s) on the advice of the accountant servicing the books and records of the Company.

**SECTION VII  
TERM AND TERMINATION OF THE COMPANY**

1. Term of the Company.

The term of the Company commenced upon the filing of the Certificate of Formation with the Delaware Secretary of State and shall continue in perpetuity, unless sooner dissolved and terminated as provided in this Agreement.

2. Events of Termination.

The Company shall be dissolved upon the occurrence of any of the following events:



- (a) The determination in writing of the Managing Members to dissolve and terminate the Company;
- (b) The sale, transfer or assignment of all or substantially all of the assets of the Company;
- (c) The adjudication of the Company as insolvent or the filing of an involuntary petition in bankruptcy, or reorganization, against the Company which is not dismissed within 90 days, or the appointment for the company of a temporary or permanent receiver, trustee, custodian and such receiver, trustee or custodian is not dismissed within 90 days;
- (d) Entry of a decree of dissolution;
- (e) The death, retirement, dissolution, termination, resignation, insanity, insolvency of a Member, unless within 6 months of such event the Class A Members by a majority agree to continue the company and, if the death is that of a Managing Member, select a new Managing Member, in which event the Company shall not be dissolved and the Company business shall be continued.
- (f) When so determined in accordance with other specific provisions of this Agreement;
- (g) As otherwise required by applicable law.

### 3. Conclusion of Affairs.

In the event of a dissolution of the Company for any reason, the Members shall proceed promptly to wind up the affairs and liquidate the Company. Except as otherwise provided in the Agreement, the Members shall continue to share in the distributions and the tax allocations during the period of liquidation in the same manner as before the dissolution. After paying or providing for the payment of all debts and liabilities of the Company and all expenses of liquidation, the proceeds of liquidation shall be distributed to or for the benefit of Members in accordance with this Agreement.

### 4. Liquidating Distributions.

After paying for or providing for the payment of all debts or liabilities of the Company and all the expenses of liquidation, and subject to the setting up of reserves the majority of Class A Members deem necessary for any contingent or unforeseen liabilities or obligations of the Company, the proceeds of the liquidation and any other assets of the Company shall be distributed of the benefit of the Members in accordance with this Agreement.

### 5. Termination.

Within a reasonable time following the completion of the liquidation of the Company, the Company shall terminate and any Member shall have the authority to execute and file with any appropriate state authority a Certificate of Cancellation of the Company or any similar documentation required by such authority.

**SECTION VIII  
ADMISSION AND WITHDRAWAL OF MEMBERS**

1. Admission.

No Member shall be added without unanimous written consent of the Managing Members.

2. Expulsion.

Any Member may be expelled from the Company by action of the Class A Members holding a majority of the outstanding Membership Interests entitled to be voted, upon a default of such Member of any of his obligations hereunder, if such default continues for a period of 30 days after notice thereof is given to him by the Company.

3. Withdrawal.

No Member shall have the right to voluntarily resign or otherwise withdraw from the Company without the unanimous written consent of the Managing Member.

Notwithstanding the consent to withdraw, no member shall be entitled to receive any compensation or distribution with respect to the withdrawal, except as otherwise provided herein.

4. Effect of Withdrawal or Expulsion.

On and as of the effective date of withdrawal or expulsion from the Company under the provisions of this Agreement, such former Member shall cease to have any Membership Interest, or other rights, status or privileges of a Member, but such former Member shall not be released or discharged from any of the obligations of a Member under the provisions of this Agreement, unless provided in the written consent of Members holding all of the outstanding Class A Membership Interests entitled to be voted.

5. Purchase of Membership Interests Upon Expulsion, Withdrawal or Death of Member.

Upon the Expulsion, Withdrawal or Death of a Member, that Member's Membership Interest shall be purchased by the Company for a purchase price equal to the Fair Market Value of the Member's Interest. The Fair Market Value shall be determined by agreement between the Member (or his Personal Representative) and the Company, which agreement is subject to unanimous approval of the remaining Class A Members of the Company. If an agreement with respect to Fair Market Value cannot be reached within 60 days of the death, withdrawal or expulsion, the Fair Market Value shall be determined by appraisal. The Class A Members and the Member (or his personal representative) shall choose an appraiser and the two appraisers shall choose a third appraiser. The decision of the Majority of the appraisers as to the fair market value of the Membership Interests shall be final and binding. Each party shall pay for its/his appraiser and the third appraiser fee shall be shared by the both parties.

**SECTION IX  
ADMINISTRATIVE PROVISIONS**

1. Books, Records, Accounts.

The Manager(s) shall cause faithful books and records to be kept using standard accounting procedures when applicable. The books and records shall be kept in the Company's principal office. Only the Manager(s) shall be signatory on the bank accounts of the Company.

2. Notice.

Unless otherwise provided herein, any offer, acceptance, election, approval consent, certification, request, waiver, notice or other communication required or permitted to be given hereunder (collectively "Notice") shall be given by enclosing same in an envelope addressed to the Member to whom the Notice is to be given and deposited in the US Mail postage prepaid to the Member at such address listed in Attachment A, or at such other address as requested by the Member.

**SECTION X  
ARBITRATION**

Any matter that arises involving the performance or interpretation of this Operating Agreement that the Members are unable to settle by mutual agreement, or arises as the result of an unsuccessful mediation as required in the case of a management dispute between the Managing Members, shall be settled by a panel of three Arbitrators. One Arbitrator shall be appointed by each managing Member and the third Arbitrator shall be appointed by the two appointed Arbitrators. The arbitration proceeding shall be conducted in accordance with the prevailing Commercial Arbitration Rules and Regulations of the American Arbitration Association. The decision of a majority of said Arbitrators shall be final and binding on all parties to this Agreement. The decision so rendered may be entered in any court having jurisdiction. The Arbitrators shall not have authority to award punitive or other non-compensatory damages to any party. Each party shall bear its own costs and expenses of the arbitration; the costs and expenses of the arbitrators and the administrative costs of the arbitration will be equally shared by the parties.

**SECTION IX  
MISCELLANEOUS PROVISIONS**

1. Amendment.

This Agreement, including any Attachments attached hereto, represent the entire Agreement of the Members with respect to the matters covered herein. Except as provided by law or otherwise provided herein, this Agreement shall only be amended by unanimous written consent of the Class A Members.

2. Interpretation.

Whenever the context may require, any noun or pronoun used herein shall include the corresponding masculine, feminine or neuter forms. The singular form of nouns, pronouns and verbs shall include the plural, and vice versa.

3. Severability.

Each provision of this Agreement shall be considered severable. If for any reason any provision or provisions hereof are determined to be invalid or contrary to existing or future law, such invalidity shall not impair the operation or affect those portions of this Agreement which are valid, and the Agreement shall remain in full force and effect and shall be construed and enforced in all respects as if such invalid or unenforceable provision or provisions had been eliminated.

4. Further Assurances.

Each Member hereby agrees that he shall hereafter execute and deliver such further instruments, provide all information, and take or forbear from taking such further actions and things as may be reasonably required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date above written.

MEMBERS:

Class A Members:

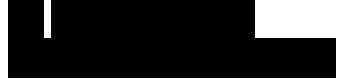


Paul J. Manafort, its Managing Member



Richard W. Gates

**ATTACHMENT A**

Member Name/ Class/Contribution Address	Membership Interest	Initial Capital Contribution (Cash)	Initial Capital (In Kind)
Class A Member(s): Paul J. Manafort 	100%		
TOTALS	100%		