

EXHIBIT C



DEPARTMENT OF CONSUMER & REGULATORY AFFAIRS

District of Columbia Government

Corporations Division

Articles of Organization for Domestic Limited Liability Company

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

First: Company name:

T&R Productions LLC

Second: The street address of the initial principal office:

Washington, District of Columbia

Third: Registered agent's name and address in the District of Columbia:

Mikhail Solodovnikov

Washington, District of Columbia

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

Answer 4A & 4B if answered "Yes"**Fourth A:** The limited liability company has at least one member: Yes**Fourth B:** The date on which a person or persons became the company's initial member or members: 4/2/2014**Fifth:** Effective Date: 4/2/2014**Sixth:** Miscellaneous Provisions:**Seventh:** Organizers Name & Address:

Name	Address
Mikhail Solodovnikov	Washington, District of Columbia

Eighth: Organizers executing this form:

No information provided.

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

Amount Paid: \$320.00**Date:** 4/2/2014 2:42 PM**E-Signed**

Initial File #: L00004932765

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

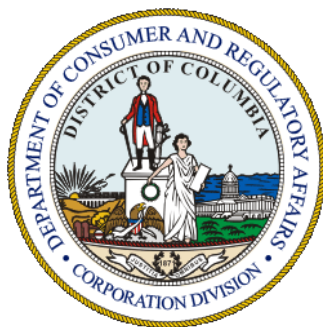
THIS IS TO CERTIFY that all applicable provisions of the District of Columbia Business Organizations Code have been complied with and accordingly, this ***CERTIFICATE OF ORGANIZATION*** is hereby issued to:

T&R Productions LLC

Effective Date: 4/2/2014

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of 4/2/2014 2:42 PM

Business and Professional Licensing Administration



PATRICIA E. GRAYS
Superintendent of Corporations
Corporations Division

Vincent C. Gray
Mayor

Tracking #: d4wpXHao

OPERATING AGREEMENT
OF
T&R PRODUCTIONS LLC

THIS OPERATING AGREEMENT (this "Agreement") is made and entered into, effective for all purposes and in all respects as of the 21st day of July, 2014, by Mikhail Solodovnikov (the "Sole Member"), who hereby agrees as follows:

1. The Sole Member will conduct business as a limited liability company, the name of which is "T&R Productions LLC" (the "Company").

2. The Company has been formed under and pursuant to the Uniform Limited Liability Company Act of 2010, as set forth in §§29-801.01 et seq. of Chapter 10 of the Code of Laws of the District of Columbia (the "Act"), as amended from time to time. Mikhail Solodovnikov acted as organizer to form the Company by filing Articles of Organization (a copy of which is attached hereto as Exhibit A) with the District of Columbia Department of Consumer and Regulatory Affairs.

3. The name and address of the Sole Member of the Company is as follows:

Mikhail Solodovnikov
1325 G Street, N.W.
Suite 250
Washington, D.C. 20005

4. The address of the current principal office of the Company is 1325 G Street, Suite 250, N.W., Washington, D.C. 20005. The Sole Member may change the principal office of the Company and/or establish additional offices of the Company, either within or without the District of Columbia. The name of the current resident agent of the Company is Corporation Service Company. The current registered office of the Company is 1090 Vermont Avenue, N.W., Suite 1000, Washington, D.C. 20005.

5. The purpose and business objective of the Company is to engage in any lawful business.

6. The Company shall have perpetual existence, unless it is terminated by a written agreement to that effect by the Sole Member.

7. The Sole Member shall appoint a Manager who shall oversee the management and operation of the Company's business. The initial Manager shall be Mikhail Solodovnikov. The Sole Member may remove a Manager at any time and for any reason (or for no reason) by written notice to the Manager, and a Manager may resign at any time by written notice to the Sole Member. In the event of the death, removal or resignation of a Manager, the Sole Member shall appoint a successor Manager. If at any time no Manager shall be serving, the duties of the Manager shall be carried out by the Sole Member.

8. The Manager shall have the full and entire right, power and authority, in the management of the Company's business, to do any and all acts and things necessary, proper, convenient or advisable to effectuate the purposes of the Company, and all decisions made for

and on behalf of the Company by the Manager shall be binding upon the Company. In furtherance of the foregoing, the Manager shall have the right, power and authority to enter into and execute any contract, agreement, mortgage or other instrument or document required or otherwise appropriate to manage, pledge, finance, sell and/or convey the assets of the Company (or any of them) and to carry on any and all other activities related to the business of the Company.

9. The Manager may appoint one or more officers, including, a President, a Treasurer, a Secretary, one or more Vice Presidents, and other officers. Any number of offices may be held by the same person, unless otherwise prohibited by law. Any persons appointed as an officer of the Company shall carry out their duties as a fiduciary of the Company.

10. Any persons appointed as officers of the Company shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Manager, and all officers of the Company shall hold office until their successors are chosen and qualified, or until their earlier resignation or removal. Any officer may be removed by written notice, at any time and for any reason (or for no reason), by the Manager, and any vacancy occurring in any office of the Company shall be filled by the Manager.

11. The President, if there shall be one, shall subject to the terms of this Agreement, have general supervision of the business of the Company and shall execute all bonds, mortgages, contracts and other instruments of the Company, except that other officers of the Company may sign and execute documents when so authorized by this Agreement, by the Manager or by the President. The President shall also perform such other duties and may exercise such other powers as may be assigned to him from time to time by the Manager.

12. Each Vice President, if any, shall perform such duties and have such other powers as may be prescribed by the President or by the Manager, from time to time.

13. The Secretary, if there be one, shall see that all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

14. The Treasurer, if there be one, shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Manager. The Treasurer shall disburse the funds of the Company in such fashion as may be directed by the President or by the Manager, taking proper vouchers for such disbursements, and shall render to the President and the Manager, at such times as shall be determined by the Manager, an account of all his transactions as Treasurer and of the financial condition of the Company. If required by the Manager, the Treasurer shall give the Company a bond in such sum and with such surety or sureties, as shall be determined by the Manager, for the faithful performance of the duties of his office and for the restoration to the Company, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Company.

15. This Agreement shall be governed by, interpreted and enforced in accordance with the Act and other applicable laws of the District of Columbia. This Agreement may only be amended by a writing executed by the Sole Member.

IN WITNESS WHEREOF, the Sole Member has executed this Operating Agreement as of the date first above written.

WITNESS:

T&R PRODUCTIONS LLC

By: 

Print Name: Mikhail Solodovnikov

Print Title: Sole Member