

**LIMITED LIABILITY COMPANY  
OPERATING AGREEMENT  
OF  
CVR MANAGEMENT, LLC**

This Limited Liability Company Operating Agreement (the "Agreement") of CVR Management, LLC, (the "Company"), is entered into as of this 21st day of October, 2011 by CVR Holdco, LLC, a Delaware limited liability company (the "Member").

W I T N E S S E T H:

WHEREAS, the Company was formed upon the filing of the Certificate of Formation (the "Certificate") with the Secretary of State of the State of Delaware on October 19, 2011; and

WHEREAS, the Member wishes to enter into this Agreement to set forth its rights, obligations and duties with respect to the Company.

NOW, THEREFORE, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act, as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is

**CVR Management, LLC**

2. Term. The term of the Company (the "Term") shall be perpetual, unless dissolved in accordance with the Act.

3. Purpose. The Company may carry on any lawful business, purpose or activity for which limited liability companies may be organized under the Act. The Company shall possess and may exercise all the powers and privileges granted by the Act or by any other law, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the Company.

4. Member. The name and address of the sole Member is as follows:

Name and Address

CVR Holdco, LLC  
2523 Coxshire Lane  
Davidsonville, MD 21035

5. Registered Address. The initial registered office of the Company in the State of Delaware shall be 1209 Orange Street, in the City of Wilmington, in the County of New Castle, Delaware 19801. The name of its registered agent at such address shall be The Corporation Trust Company. The registered name and address may be changed from time to time by action of the Member.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by the Member under the Act. The Member may appoint a manager or managers who may exercise any or all of such powers with such manager or managers to hold such titles or offices as designated by the Member.

7. Capital Contributions. The Member has made an initial capital contribution to the Company in an amount set forth opposite its name on Schedule A attached hereto, representing 100 percent of the equity interest in the Company.

8. Additional Contributions. The Member is not required to make any additional capital contributions to the Company.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts as determined by the Member. Such distributions shall be allocated to the Member.

10. Officers.

a. Designation and Appointment. The Member may, from time to time, employ and retain persons as may be necessary or appropriate for the conduct of the Company's business, including employees, agents and other persons (any of whom may be a Member) who may be designated as officers of the Company, with titles including but not limited to "chief executive officer," "chairman," "president," "vice president," "treasurer," "secretary," "assistant secretary," "general manager," "director" and "chief financial officer," as and to the extent authorized by the Member. The names and offices of the initial officers of the Company are set forth below:

<u>Name</u>	<u>Office</u>
Sanjiv Lakhanpal	President and Chief Executive Officer

Any number of offices may be held by the same person. In its discretion, the Member may choose not to fill any office for any period as it may deem advisable. Officers need not be residents of the State of Delaware or Members. Any officers so designated shall have such authority and perform such duties as the Member may, from time to time, delegate to them; provided, that in the absence of an express delegation of authority and duties, such persons shall have the authority and duties normally associated with such offices in respect of corporations

formed pursuant to the Delaware General Corporation Law. The Member may assign titles to particular officers. Each officer shall hold office until his successor shall be duly designated and shall qualify or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. The salaries or other compensation, if any, of the officers of the Company shall be fixed from time to time by the Member.

b. Resignation/Removal. Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Company. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any officer may be removed as such, either with or without cause, at any time by the Member. Designation of an officer shall not of itself create any contractual or employment rights.

c. Duties of Officers Generally. The officers, in the performance of their duties as such, shall owe to the Company duties of loyalty and due care of the type owed by the officers of a corporation to such corporation and its stockholders under the laws of the State of Delaware.

11. Assignments. The Member may assign in whole or in part its limited liability company interest in the Company.

12. Withdrawal of a Member. The Member may withdraw from the Company in accordance with the Act.

13. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company from time to time with the consent of the Member.

14. Indemnification Rights.

a. Generally. The Company will indemnify and hold harmless any person (an “Indemnified Person”) to the fullest extent permitted under the Act, as may be amended or replaced (but then only to the extent that such amendment or replacement permits the Company to provide indemnification rights that are broader than those provided by the Company immediately before such amendment or replacement) against all expenses, liabilities and losses (including attorneys’ fees, judgments, fines, excise taxes and penalties) reasonably incurred by such person or such person’s affiliates because such person was a Member or was serving as a manager, officer, employee, agent or representative of the Company or, at the Company’s request, as a principal, equityholder, director, manager, officer, employee, agent or representative of any other person; provided, however, that the Company will not be obligated to indemnify any Indemnified Person for (i) losses incurred by the Company, or (ii) any expenses, liabilities or losses (including attorneys’ fees, judgments, fines, excise taxes and penalties) attributable to (A) the gross negligence, willful misconduct or knowing violation of law by such Indemnified Person or any of its affiliates or (B) the breach by such Indemnified Person or any of its affiliates of any representation, warranty or covenant made by such person under this Agreement or any other contract, agreement or understanding with the Company.

b. Expense Advances. Subject to the Company's receipt of an undertaking by an Indemnified Person to repay any advanced amounts if such Indemnified Person is ultimately not entitled to indemnification by the Company under this Agreement, the Company will pay, in advance of final disposition (including all appeals), all expenses (including attorneys' fees and expenses) incurred by such Indemnified Person in defending any proceeding involving a claim for which such Indemnified Person may be entitled to indemnification under this Agreement.

c. Non-Exclusive. The right to indemnification and the advancement of expenses conferred in this Section 14 is not exclusive of any other right that an Indemnified Person may have or hereafter acquire under applicable law, by contract or otherwise.

d. Insurance. The Company may maintain insurance, at its expense, to protect any Indemnified Person against any expense, liability or loss described in Section 14(a) whether or not the Company would have to indemnify such Indemnified Person against such expense, liability or loss under this Section 14.

e. Limitation. Any contrary provision in this Agreement notwithstanding, unless approved by the Members, the Company will not indemnify an Indemnified Person for any expenses, liabilities and losses attributable to the willful misconduct of, or knowing violation of applicable law by, such Indemnified Person or any of its affiliates. Nothing in this Agreement may be construed to require or permit indemnification of any person that is not permitted under applicable law.

f. Company Obligation Only. Any contrary provision in this Agreement notwithstanding, indemnification by the Company pursuant to this Section 14 will be provided from, and only to the extent of, the Company's assets, and no Member will have personal liability on account thereof or be required to make additional capital contributions to help satisfy the Company's indemnification obligations under this Section 14, unless such Member otherwise agrees in writing or is found in a final, non-appealable judgment by a court of competent jurisdiction to have personal liability with respect thereto.

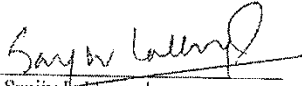
15. Amendments. This Agreement may be amended from time to time by the Member.

16. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby,  
has duly executed this Operating Agreement as of the date first written above.

CVR HOLDCO, LLC  
Sole Member

By:   
Name: Sanjiv Lakhanpal  
Title: President

CVR MANAGEMENT, LLC  
OPERATING AGREEMENT  
SCHEDULE A

MEMBER NAME & ADDRESS	INITIAL CAPITAL CONTRIBUTION	UNITS
CVR Holdco, LLC 2523 Coxshire Lane Davidsonville, MD 21035	\$10,000	10,000
TOTALS	\$10,000	10,000