

**ARTICLES OF INCORPORATION
OF
11:11 INCORPORATED**

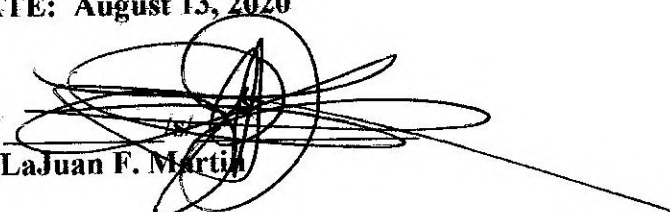
Pursuant to Title 29 of the District of Columbia code (the D.C. Domestic) the organized and named below adopts the following Articles of Incorporation:

- FIRST:** The name of the corporation shall be 11:11 Incorporated.
- SECOND:** The purpose for which this corporation has been incorporated is to engage in business management and consultant services focused on the development of corporate strategies intended to impact, develop, expand the collaborative impact of existing corporate conglomerates as well as any and all other legal business associated with the provision of such consulting services.
- THIRD:** The initial address of this corporation's principal office in this state is: 269 56th Place NE, Washington, D.C. 20019
- FOURTH:** The period of the duration of this corporation shall be perpetual.
- FIFTH:** The effective date of these articles shall be August 13, 2020.
- SIXTH:** LaJuan F. Martin residing at 312 Division Avenue NE Washington, D.C 20019 is the sole shareholder and owns 100% and has the ability to direct the day to day operations of the corporation
- SEVENTH:** The number of shares the corporation is authorized to issue is 100 at a par value of \$1.00 per share.
- EIGHTH:** The name of the corporation's registered agent in this State is; Shenita Grymes, 269 56th Place NE Washington, D.C, 20019.
- NINETH:** The number of incorporators of this and is one. The name and address of the incorporator is: LaJuan F. Martin 312 Division NE Washington, D.C. 20019.

DATE: August 13, 2020

BY

LaJuan F. Martin



11:11 INCORPORATED

THIS OPERATING AGREEMENT (this "Agreement") of 11:11 INCORPORATED (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned Shareholder (CHAIRMAN/CEO).

I. Formation.

"Agreement") for 11:11 INCORPORATED, a corporation formed pursuant to the laws of the District of Columbia (the "Company") formed under and pursuant to District of Columbia law.

B. Operating Agreement Controls. To the extent that the rights or obligations of the Shareholders or the Company under provisions of this Operating Agreement differ from what they would be under District of Columbia law absent such a provision, this Agreement, to the extent permitted under District of Columbia law, shall control.

C. Primary Business Address. The location of the primary place of business of the Company is:

1250 HALF STREET NE SUITE 1020, WASHINGTON, District of Columbia 20003, or such other location as shall be selected from time to time by the Members.

The Company's mailing address is:

1250 HALF STREET SE SUITE 1020, WASHINGTON, District of Columbia 20003

D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is LaJuan F Martin. The Agent's registered office is 1250 Half Street SE Suite 1020, US Resident, District of Columbia 20003. The Company may change its registered office, its registered agent, or both, upon filing a statement with the District of Columbia Secretary of State.

E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Shareholder a partner or joint ventures of or with any other Shareholder, for any purposes other than federal and state tax purposes.

II. Purposes and Powers.

A. Purpose. The Company is created for the following business purpose:

Corporation specializes in the development of entities in the business, political and financial industries.

B. Powers. The Company shall have all the powers of a Corporation set forth under District of Columbia law.

C. Duration. The Company's term shall commence upon the filing of an Articles of Incorporation and all other such necessary materials with the District of Columbia. The Company will operate until terminated as outlined in this Agreement unless:

1. A majority of the Shareholders vote to dissolve the Company.
2. No Shareholder of the Company exists, unless the business of the Company is continued in a manner permitted by District of Columbia law.
3. It becomes unlawful for either the Shareholder or the Company to continue in business.
4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or District of Columbia law.

III. Shareholders.

A. The Shareholders of the Company and their Shareholder Interest at the time of adoption of this Agreement are as follows:

LaJuan F. Martin, 100%

B. Initial Contribution. Each Shareholder shall make an Initial Contribution to the Company.

No Shareholder shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Shareholder shall have any right to demand or receive the return of their Initial Contribution. Any modifications as to the signatories' respective rights as to the receipt of their initial contributions must be set forth in writing signed by all interested parties.

C. Limited Liability of the Shareholders. Except as otherwise provided for in this Agreement or otherwise required by District of Columbia law, no Shareholder shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution, including liability arising under a judgment, decree or order of a court. The Shareholder shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Shareholder shall have any recourse against any other Shareholder except as is expressly provided for by this Agreement or as otherwise allowed by law.

D. Death, Incompetency, Resignation or Termination of a Shareholder. Should a Shareholder die, be declared incompetent, or withdraw from the Company voluntarily or involuntarily, the remaining Shareholders will have the option to buy out that Shareholder's Equity Interest in the Company. If a Shareholder is removed involuntarily, it must be by vote recorded in the official minutes. If a Shareholder resigns, they should submit a notarized resignation letter to the Registered Agent. Should the Shareholders agree to buy out the Shareholder Interest of the withdrawing Shareholder, that Interest shall be paid for equally by the remaining Shareholders

and distributed in equal amounts to the remaining Shareholders. The Shareholders agree to hire an outside firm to assess the value of the Shareholder Interest.

The Shareholders will have 365 days to decide if they want to buy the Shareholder Interest together and disperse it equally. If all Shareholders do not agree to buy the Interest, individual Shareholders will then have the right to buy the Shareholder Interest individually. If more than one Shareholder requests to buy the remaining Shareholder Interest, the Shareholder Interest will be paid for and split equally among those Shareholders wishing to purchase the Shareholder Interest. If all Shareholders agree by unanimous vote, the Company may choose to allow a non-Shareholder to buy the Shareholder Interest thereby replacing the previous Shareholder.

If no individual Shareholder(s) finalize a purchase agreement by 365 days, the withdrawing Shareholder or their estate, may dispose of their Shareholder Interest however they see fit, subject to the limitations in Section III (E) below. If a Shareholder is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Shareholder may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Shareholders if a Shareholder withdraws, dies, is found incompetent or is terminated.

E. Creation or Substitution of New Shareholders. Any Shareholder may assign in whole or in part its Shareholders Interest only after granting their fellow Shareholders the right of first refusal, as established in Section III (D) above.

1. *Entire transfer.* If a Shareholder transfers all its Shareholder Interest, the transferee shall be admitted to the Company as a substitute Shareholder upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Shareholder shall cease to be a Shareholder of the Company and shall have no further rights or obligations under this Agreement.

2. *Partial transfer.* If a Shareholder transfers only a portion of its Shareholder Interest, the transferee shall be admitted to the Company as an additional Shareholder upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.

3. Whether a substitute Shareholder or an additional Shareholder, absent the written consent of all existing Shareholders of the Company, the transferee shall be a limited Shareholder and possess only the percentage of the monetary rights of the transferor Shareholder that was transferred without any voting power as a Shareholder in the Company.

F. Shareholder Voting.

1. *Voting power.* The Company's Shareholders shall each have voting power equal to their share of Shareholder Interest in the Company.

2. *Proxies.* At all meetings of Shareholders, a Shareholder may vote in person or by proxy executed in writing by the Shareholder or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the Secretary 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.

G. Duties of the Shareholders. The Shareholders shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Shareholders also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;

2. At all times hold itself out as being a legal entity separate from the Shareholders and any other person and conduct its business in its own name.

3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law.

4. Not commingle its assets with assets of the Shareholders or any other person, and separately identify, maintain and segregate all Company assets.

5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses.

6. Maintain an arm's length relationship with the Shareholders, and, with respect to all business transactions entered into by the Company with the Shareholders, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Shareholder.

7. Pay the salaries of its own employees, if any, out of its own funds and maintain enough employees considering its contemplated business operations.

8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others.

9. Allocate fairly and reasonably any overhead for shared office space.

10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person.

11. Correct any known misunderstanding regarding its separate identity.

12. Maintain adequate capital considering its contemplated business purposes.

13. Cause its' Shareholders to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other District of Columbia company formalities.

14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents.

15. Not require any obligations or securities of the Shareholders; and

16. Observe all other company liability formalities.

Failure of the Shareholders to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Shareholder.

H. Fiduciary Duties of the Shareholders.

1. *Loyalty and Care.* Except to the extent otherwise provided herein, each Shareholder shall have a fiduciary duty of loyalty and care similar to that of Shareholders of companies organized under the laws of District of Columbia.

2. *Competition with the Company.* The Shareholders shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Shareholders excluding the interested Shareholder, consents thereto. The Shareholders shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Shareholders excluding the interested Shareholders, consents thereto. In the event that a Shareholder is the sole Shareholder of the Company, no vote shall be required.

3. *Duties Only to the Company.* The Shareholder's fiduciary duties of loyalty and care are to the Company and not to the other Shareholders. The Shareholders shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Shareholders. A Shareholder who so performs their duties shall not have any liability by reason of being or having been a Shareholder.

4. *Reliance on Reports.* In discharging the Shareholder's duties, a Shareholder is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

i. One or more Shareholders, Officers, or employees of the Company whom the Shareholder reasonably believes to be reliable and competent in the matters presented.

ii. Legal counsel, public accountants, or other persons as to matters the Shareholder reasonably believes are within the persons' professional or expert competence.

iii. A committee of Shareholders of which the affected Shareholder is not a participant, if the Shareholder reasonably believes the committee merits confidence.

I. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Shareholder hereby irrevocably waives any right or power that such Shareholder might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Shareholder shall have any interest in any specific assets of the Company.

J. Compensation of Shareholders. The Shareholders shall have the authority to fix the compensation of individual Shareholders. All Shareholders may be paid their expenses, if any, of attendance at meetings of the Shareholder, which may be a fixed sum for attendance at each meeting of the Shareholder or a stated salary as a Shareholder. No such payment shall preclude any Shareholder from serving the Company in any other capacity and receiving compensation therefor.

K. Shareholders as Agents. All Shareholders are agents of the Company for the purpose of its business. An act of any Shareholder, including the signing of an instrument in the Company's name, binds the Company where the Shareholder executed the act for apparently carrying on the Company's business or business of the kind carried on by the Company in the ordinary course, unless the Shareholder had no authority to act for the Company in the particular matter and the person with whom the Shareholder was dealing knew or had notice that the Shareholder lacked authority. An act of a Shareholder binds the Company, however, even where the Shareholder executed the act not apparently for carrying on the Company's business or business of the kind carried on by the Company in the ordinary course only if the act was authorized by the other Shareholder.

IV. Accounting and Distributions.

A. Fiscal Year. The Company's fiscal year shall end on the last day of December.

B. Records. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Shareholders.

C. Distributions. Distributions shall be issued, as directed by the Company's Treasurer or Assistant Treasurer, on an annual basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Shareholder shall receive a percentage of the overall distribution that matches that Shareholder's percentage of Shareholder Interest in the Company.

V. Tax Treatment Election.

The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Shareholders may elect for the Company to be treated as a C-Corporation, S-Corporation or a Partnership at any time.

VI. Officers.

A. Appointment and Titles of Officers. The initial Officers shall be appointed by the Shareholders and shall consist of at least a Chairman, a Secretary and a Treasurer. Any additional or substitute Officers shall be chosen by the Shareholders. The Shareholders may also choose one or more President, Vice-President, Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person, as permitted by District of Columbia law. The Shareholders may appoint such other Officers and agents as they shall deem necessary or advisable who 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 Shareholders. The Officers and agents of the Company shall hold office until their successors are chosen and qualified. Any Officer elected or appointed by the Shareholders may be removed at any time, with or without cause, by the affirmative vote of a majority of the Shareholders. Any vacancy occurring in any office of the Company shall be filled by the Shareholders. Unless the Shareholders decide otherwise, if the title of an Officer is one commonly used for officers of a company formed under District of Columbia law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office.

1. *Chairman.* The Chairman shall be the chief executive officer of the Company, shall preside at all meetings of the Shareholders, shall be responsible for the general and active management of the business of the Company and shall see that all orders and resolutions of the Shareholders are carried into effect. The Chairman shall execute all contracts on behalf of the Company, except:

- i. where required or permitted by law or this Agreement to be otherwise signed and executed.
- ii. where signing and execution thereof shall be expressly delegated by the Shareholders to some other Officer or agent of the Company.

2. *President.* In the absence of the Chairman or in the event of the Chairman's inability to act, the President shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The President shall perform such other duties and have such other powers as the Shareholders may from time to time prescribe.

3. *Vice-Presidents.* In the absence of the Chairman and President or in the event of their inability to act, any Vice-Presidents in the order designated by the Members (or, in the absence of any designation, in the order of their election) shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. Vice-Presidents, if any, shall perform such other duties and have such other powers as the Members may from time to time prescribe.

4. *Secretary and Assistant Secretary.* The Secretary shall be responsible for filing legal documents and maintaining records for the Company. The Secretary shall attend all meetings of the Shareholders and record all the proceedings of the meetings of the Company and of the Shareholders in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Shareholders, as required in this Agreement or by District of

Columbia law, and shall perform such other duties as may be prescribed by the Shareholders or the Chairman, under whose supervision the Secretary shall serve. The Secretary shall cause to be prepared such reports and/or information as the Company is required to prepare by applicable law, other than financial reports. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Shareholders (or if there be no such determination, then in order of their election), shall, in the absence of the Secretary or in the event of the Secretary's inability to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Shareholders may from time to time prescribe.

5. *Treasurer and Assistant Treasurer.* The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company according to generally accepted accounting practices, using a fiscal year ending on the last day of the month of December. The Treasurer 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 Shareholders. The Treasurer shall distribute the Company's profits to the Shareholders. The Treasurer shall disburse the funds of the Company as may be ordered by the Shareholders and shall render to the Chief Executive Officer to the Shareholders, at their regular meetings or when the Shareholders so require, an account of all of the Treasurer's transactions and of the financial condition of the Company. As soon as practicable after the end of each fiscal year of the Company, the Treasurer shall prepare a statement of financial condition as of the last day of the Company's fiscal year, and a statement of income and expenses for the fiscal year then ended, together with supporting schedules. Each of said annual statements shall be prepared on an income tax basis and delivered to the Shareholders forthwith upon its preparation. In addition, the Treasurer shall keep all financial records required to be kept pursuant to District of Columbia law. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Members (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of the Treasurer's inability to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Shareholders may from time to time prescribe.

B. Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Shareholders not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business, and the actions of the Officers taken in accordance with such powers shall bind the Company.

C. Fiduciary Duties of the Officers.

1. *Loyalty and Care.* Except to the extent otherwise provided herein, each Officer shall have a fiduciary duty of loyalty and care similar to that of officers of companies organized under the laws of District of Columbia.

2. *Competition with the Company.* The Officers shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Shareholders, excluding the interested Officer if that Officer is a Shareholder, consents thereto. The Officers shall refrain from

competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Shareholders, excluding the interested Officer if that Officer is a Shareholder, consents thereto. If the interested Officer is the sole Shareholder, no vote shall be required.

3. *Duties Only to the Company.* The Officers' fiduciary duties of loyalty and care are to the Company and not to the Shareholders or other Officers. The Officers shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the Shareholders but shall owe no such duties to Officers unless the Officer is a Shareholder. An Officer who so performs their duties shall not have any liability by reason of being or having been an Officer.

4. *Reliance on Reports.* In discharging the Officer's duties, an Officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

- i. One or more Shareholders, Officers, or employees of the Company whom the Officer reasonably believes to be reliable and competent in the matters presented.
- ii. Legal counsel, public accountants, or other persons as to matters the Officer reasonably believes are within the persons' professional or expert competence.
- iii. A committee of Shareholders of which the affected Officer is not a participant, if the Officer reasonably believes the committee merits confidence.

VII. Dissolution.

A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II (C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Shareholder shall not cause such Shareholder to cease to be a Shareholder of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Shareholder waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Shareholder or the occurrence of any event that causes any Shareholder to cease to be a Shareholder of the Company.

B. Winding Up. Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Shareholders, selected by the remaining Shareholders, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

C. Distributions in Kind. Any non-cash asset distributed to one or more Shareholder in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Shareholder assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Shareholder or, if any Shareholder objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Shareholders.

D. Termination. The Company shall terminate when (i) all the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Shareholder in the manner provided for under this Agreement and (ii) the Company's registration with the District of Columbia shall have been canceled in the manner required by District of Columbia law.

E. Accounting. Within a reasonable time after complete liquidation, the Company Treasurer shall furnish the Shareholder with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.

F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Shareholder shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.

G. Notice to District of Columbia Authorities. Upon the winding up of the Company, the Shareholder with the highest percentage of Shareholder Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with District of Columbia and any other appropriate state or federal authorities or agencies as may be required by law. If two or more Shareholder have equally high percentages of Shareholder Interest in the Company, the Shareholder with the longest continuous tenure as a Shareholder of the Company shall be responsible for the filing of such notices.

VIII. Exculpation and Indemnification.

A. No Shareholder, Officer, employee or agent of the Company and no employee, agent or affiliate of a Shareholder (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good

faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

E. The foregoing provisions of this Article VIII shall survive any termination of this Agreement.

IX. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether the Company would have the power to indemnify such person against such liability under the provisions of Article VIII or under applicable law. This is separate and apart from any business insurance that may be required as part of the business in which the Company is engaged.

X. Settling Disputes.

All Shareholders agree to enter mediation before filing suit against any other Shareholder or the Company for any dispute arising from this Agreement or Company. Shareholders agree to attend one session of mediation before filing suit. If any Shareholder does not attend mediation, or the dispute is not settled after one session of mediation, the Shareholder are free to file suit. Any lawsuits will be under the jurisdiction of the District of Columbia.

XI. Independent Counsel.

All Shareholders entering into this Agreement have been advised of their right to seek the advice of independent legal counsel before signing this Agreement. All Shareholders and each of them have entered into this Agreement freely and voluntarily and without any coercion or duress.

XII. General Provisions.

A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.

B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.

F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the District of Columbia (without regard to conflicts of law principles thereof).

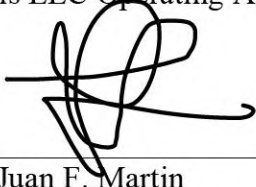
G. Application of District of Columbia Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of District of Columbia law.

H. Amendment. This Agreement may be amended only by written consent of all the Shareholders. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with District of Columbia law.

I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Shareholder have executed and agreed to this Company Operating Agreement, which shall be effective as of August 13, 2020.

This LLC Operating Agreement is executed and agreed to by:

A handwritten signature in black ink, appearing to be 'LaJuan F. Martin', written over a horizontal line.

LaJuan F. Martin
Chairman/Chief Executive Officer
11:11 Incorporated

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

5/10/2024

LA JUAN F. MARTIN

