OPERATING AGREEMENT

OF

ASTERIX, LLC
a District of Columbia Limited Liability Company

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AMENDED AND RESTATED

OPERATING AGREEMENT

OF

ASTERIX, LLC

a District of Columbia Limited Liability Company

This Operating Agreement ("Agreement") of Asterix, LLC, a District of Columbia limited liability company (the "LLC"), is made effective as of the 19 day of March, 2025, by and between Aaron Beers Sampson as the Member(s) of the LLC, and all of those additional parties identified as subscribing members of the LLC on Exhibit A attached hereto and made a part hereof.

The Member(s) and the Subscribing Members are hereinafter collectively referred to as the "Members."

BACKGROUND AND BASIS FOR AGREEMENT

The purpose of this company shall be for any and all lawful business purposes, including initially providing consulting services.

SECTION I.

THE LLC - FORMATION AND PURPOSE

1.1 Formation.

NOW, THEREFORE, in consideration of the foregoing recitals which are hereby incorporated as a part of this Agreement, 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 LLC hereby:

(i) acknowledge the formation by the Organizer Jay Ian Igiel, Esq. as a limited liability company pursuant to the DC Code §29-1001 through §29-1075 (the "Act") and by virtue of Articles of Organization.

(ii) confirm and agree to their status as a Member and subscribe for the acquisition of a

Membership Interest, as that term is defined herein, upon the terms and conditions set forth in this Agreement; and

(iii) execute and adopt this Agreement as an Operating Agreement of the LLC pursuant to the Act.

(iv) confirm and ratify all actions taken by the Organizer and acknowledge that the Organizer is not a member and has no interest in the LLC.

1.2 Name.

The name of the limited liability company shall be Asterix, LLC.

1.3 Governing Law.

This Agreement and all questions with respect to the rights and obligations of the partners, the construction, enforcement and interpretation hereof, and the formation, administration and termination of the LLC shall be governed by the provisions of the Act and other applicable laws of the District of Columbia.

1.4 Defined Terms.

Except as otherwise specified or when the context may otherwise require, all capitalized terms used in this Agreement shall, have the meanings specified in the Section where such capitalized term is first used.

SECTION II

MEMBERS - STATUS, RIGHTS, OBLIGATIONS AND MEETINGS

2.1 Members.

2.1(a) Members. The Member(s) of the LLC is Aaron Beers Sampson and the business and notice address of the Initial Member is set forth on Exhibit A.

By executing and adopting this Agreement, the Members hereby make the representations and warranties to the LLC and to the other Members as set forth on Exhibit B attached hereto and made a part hereof.

2.1(b) Subscribing Members. The Subscribing Members of the LLC are those parties identified as such on Exhibit A. The business and notice address of each such Subscribing Member is also set forth on Exhibit A.

Each Subscribing Member hereby irrevocably subscribes for the issuance and sale of a Membership Interest of the LLC upon the terms and conditions and in consideration of the capital contributions specified in this Agreement.

2.2 Membership Interests.

The Members agree that each Member's ownership interest in the LLC, hereinafter referred to generally as a "Membership Interest," shall be as set forth on Exhibit A as amended from time to time.

2.3 Other Activities.

Except as expressly otherwise provided herein, any Member may engage in or possess any interest in other business or real estate ventures of any nature and description, independently or with others, even if such activity competes directly with the business of the LLC; however this clause is subject to the terms and conditions of Exhibit B attached hereto.

2.4 Right to Withdraw.

Each Member shall have any right to voluntarily resign or otherwise withdraw from the LLC at any time.

2.5 Annual Meetings.

Annual meetings will held on the first Monday in March beginning with 2026 at the offices located at 3416 Rittenhouse Street, N.W., Washington, D.C. 20015 or at such other principal place of business of the LLC in use at the time of the Annual Meeting.

2.6 Special Meetings.

A Special Meeting may be called by any Member. Such Member must send notice of the meeting to all of the Members at least 15 days before the meeting is to be held. The notice must describe the time, place and purpose of the meeting.

2.7 Quorum and Voting.

Members holding a majority in interest in the company entitled to vote will constitute a quorum at a meeting of Members. Unless otherwise required, an affirmative vote by fifty-one percent (51%) of the ownership interest is necessary and sufficient to conduct business and conduct any necessary resolutions, except that with respect to any matter relating to the sale, merger, or dissolution of the LLC or to other similar transactions having the same effect, and with respect to any matter that involves the personal liability of Members (such as the execution of a lease), an affirmative vote of a majority of the Members shall be required.

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SECTION III

MANAGEMENT OF THE LLC

3.1 Management by Managers.

3.1(a) General Powers

The Members hereby unanimously agree that the responsibility for managing the business and affairs of the LLC shall be made by the Manager, Aaron Beers Sampson. The Manager may also be referred to as the "President" or "CEO". However, any title used does not bestow upon the Manager any authority not granted by this Agreement.

The Manager shall serve and continue in such office until each Annual Meeting of the Members of the LLC unless sooner removed by written action of Members owning sixty percent (60%) of the total Membership Interest, by operation of law, or by order or decree of any court of competent jurisdiction, or by voluntary resignation or upon the death, insanity, or bankruptcy of the Manager. At the Annual Meeting of the Members of the LLC the Manager can be reappointed for another term or a new manager can be elected by at least fifty one percent (51%) of the total Membership Interest. If for whatever reason an Annual Meeting fails to occur then the Manager shall continue in his capacity until properly removed or a Special and/or Annual Meeting is held to reappoint the Manager or elect a new Manager.

In the event of the resignation or removal the Manager, the written consent of Members owning at least fifty one percent (51%) of the total Membership Interest shall be required to designate a new Manager.

3.1(b) Power and Authority of the Manager.

The Manager shall have complete and exclusive control of the management of the LLC's business and affairs, and the Members shall have no right to participate in the management of the conduct of the LLC's business and affairs nor any power or authority to act for or on behalf of the LLC in any respect whatsoever. Except as otherwise specifically provided in this Operating Agreement, the Manager shall have the right, power and authority on behalf of the LLC and in its name to exercise all of the rights, powers and authority of the LLC under the Act, subject to any express limitations set forth herein.

3.1(c) Rights of Members.

The Members shall not take part in the management of the business nor transact any business for the LLC in their capacity as Members, nor shall they have power to sign for or to bind the LLC; provided however the Members shall have the right to approve certain matters, as provided herein and Members shall have the power to sign for or to bind the LLC as expressly authorized in writing by the Manager of the LLC.

3.2 Third Party Reliance.

Third parties dealing with the LLC shall be entitled to rely conclusively upon the power and authority of the Manager as set forth herein.

3.3 No Duty to Consult.

Except as otherwise provided herein, the Manager shall have no duty or obligation to consult with or seek the advice of the Members.

3.4 Duties of Manager.

The Manager shall devote such time, effort, and skill to the LLC's business affairs as it deems necessary and proper for the LLC's welfare and success. The Members expressly recognize that the Manager may have substantial other business activities and agree that the Manager and the Manager's affiliates, officers, directors, employees, and agents, as the case may be, shall not be bound to devote all of their business time to the affairs of the LLC, and the Manager or the Manager's affiliates may engage for their own account and for the accounts of others in other businesses or activities, even if such business or activities compete directly with LLC business or activities.

3.5 Fees to Members.

Except as expressly provided in this Agreement, no Member, in its capacity as such, shall be entitled to any fees for services rendered for or on behalf of the LLC.

3.6 Fiduciary Relationship.

The Manager shall at all times act in a fiduciary capacity for the LLC. The Manager shall not have any hidden or concealed earnings from any activity of the LLC. The Manager shall not be liable, responsible, or accountable to the LLC or the Members in damages or otherwise for any acts performed, or for any failure to act, taken in good faith; provided, however, that the Manager shall not be relieved of the fiduciary obligations to the Members and the LLC for fraud, bad faith, or gross negligence.

3.7 Reimbursement and Salaries.

The Manager shall be entitled to be paid at an hourly rate or a yearly salary, to be determined by the unanimous consent of the Members, All expenses incurred with respect to the organization, operation, and management of the LLC shall be borne by the LLC. The Manager shall be entitled to reimbursement from the LLC for direct expenses allocable to the organization, operation, and management of the LLC.

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3.8 Managers and Affiliates Dealing With the Membership.

Subject to obtaining any consent expressly required hereunder, the Manager may appoint, employ, contract, or otherwise deal with any person, including individuals with whom the Manager is related, and with business entities which have a financial interest in a Member or in which a Member/Manager has a financial interest, for transacting LLC business, including any acts or services for the LLC as the Manager may approve. Provided, however, fees or other payments and terms of contract with such parties shall not be in excess of prevailing competitive rates for such transactions.

3.9 Limitation of Liability of Members and Managers.

The Members hereby acknowledge and agree that the liability of any Member or Manager to the LLC or to any of the other Members shall be eliminated, to the maximum extent possible, pursuant to Section 29–804.07 or other applicable Section of the Act.

3.10 Officers.

The only officers of the LLC will be the Manager.

SECTION IV

CAPITAL CONTRIBUTIONS AND FINANCIAL OBLIGATIONS OF MEMBERS

4.1 Initial Capital Contributions.

The capital contributions of the Members as of the effective date of this Agreement are as set forth on Exhibit A.

4.2 Subsequent Capital Contributions.

If it is determined by the Members that additional capital is required by the LLC, or that the allocation of membership interests in the LLC should be modified for the reasons described in Section 2.2 or for other reasons, then the Members may authorize the additional sale of units to Members.

4.3 No Interest Upon Contributions.

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

4.4 Return of Capital Contributions.

Upon the voluntary withdrawal of a Member from the LLC, the Member shall be entitled to return of their capital contribution within 90 days. Upon the death of a Member, the withdrawal of a Member because of disability, or the expulsion of a Member other than pursuant to Section 8.2, the Member or such Member's estate or representatives shall be entitled (in the absence of a contrary agreement between such Member and the LLC) to return of his or her capital contribution within 90 days and (b) for thirty-six (36) months, a share of billings from client who were originally established in whole or in substantial part through the efforts of the Member Revenue payable if and when such billed amounts are received from the client. The portions of billings required to be paid over to Member or such Member's estate or representatives will be 50 percent for the first 12 months following the Member's departure from Capitol Counsel, 30 percent for the second 12 months, and 20 percent for the third 12 months.

4.5 Loans Not to be Treated as Capital Contributions.

Loans or advances by any Member to the LLC shall not be considered Capital Contributions.

4.6 Limited Liability.

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

4.7 Liquidation of an LLC Interest.

In accord with Internal Revenue Service regulations under §704 of the Internal Revenue Code, the Members agree that any Member with a deficit balance in its capital account following the liquidation of its interest in the LLC, as determined after taking into account all capital account adjustments for the LLC taxable year during which such liquidation occurs, shall, on or before the latter of (i) the last day of the LLC's fiscal year in which such liquidation occurs, or (ii) ninety (90) days after the date of such liquidation, restore the amount of such deficit to the LLC in cash for distribution to creditors or to other Members in accord with the priorities set forth in this Agreement.

Provided, however, that in accord with Treasury Regulation §1.704-1(b)(2)(iv)(f), the capital accounts of the Members shall first be adjusted to reflect any unrealized income, gain, loss, or deduction inherent in LLC property.

SECTION IV

CAPITAL CONTRIBUTIONS AND FINANCIAL OBLIGATIONS OF MEMBERS

4.1 Initial Capital Contributions.

The initial capital contributions of the Initial Members are as set forth on Exhibit A.

4.2 Subsequent Capital Contributions.

If it is determined by the Initial Members that additional capital is required by the LLC, then the Initial Members may authorize the additional sale of units to Junior Members, based on a membership unit to be set by the Initial Members.

4.3 Liquidation of an LLC Interest.

In accord with Internal Revenue Service regulations under §704 of the Internal Revenue Code, the Members agree that any Member with a deficit balance in its capital account following the liquidation of its interest in the LLC, as determined after taking into account all capital account adjustments for the LLC taxable year during which such liquidation occurs, shall, on or before the latter of (i) the last day of the LLC's fiscal year in which such liquidation occurs, or (ii) ninety (90) days after the date of such liquidation, restore the amount of such deficit to the LLC in cash for distribution to creditors or to other Members in accord with the priorities set forth in this Agreement.

Provided, however, that in accord with Treasury Regulation §1.704-1(b)(2)(iv)(f), the capital accounts of the Members shall first be adjusted to reflect any unrealized income, gain, loss, or deduction inherent in LLC property.

4.4 No Interest Upon Contributions.

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

4.5 Return of Capital Contributions.

No Member shall be entitled to withdraw any part of its Capital Contribution or its Capital Account or to receive any distribution from the LLC, except as specifically provided 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 LLC for so long as the LLC continues in existence. If the LLC is continued by agreement of the remaining Members upon the death, disability, or withdrawal of a Member, the former Member shall continue to receive the share of distributions and return of capital at such time and in such manner as such party would have received distributions had such former party remained a Member of the LLC.

4.6 Loans Not to be Treated as Capital Contributions.

Loans or advances by any Member to the LLC shall not be considered Capital Contributions and shall not increase the Capital Account balance of the lending or advancing

Member.

4.7 Limited Liability.

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

SECTION V

DISTRIBUTIONS OF CASH AND PROPERTY

5.1 Distribution of Net Cash Flow.

5.1(a) Net Cash Flow Defined. The term "Net Cash Flow" for a fiscal year of the LLC shall mean:

(i) All cash receipts as shown on the books of the LLC (excluding, however, capital contributions from Members, net proceeds to the LLC from the sale or the disposition of substantially all of the LLC assets, condemnation proceeds, and excess title, property, casualty or liability insurance proceeds, if any, for the restoration or repair of the LLC assets), reduced by (A) cash disbursements for LLC purposes including interest and principal upon loans, and (B) all cash reserves set aside by the Manager which the Manager deems necessary, in the exercise of the Manager's sole and absolute discretion, to accomplish the LLC business; plus

(ii) Any other funds, including amounts previously set aside as reserves by the Manager, deemed available, in the sole and absolute discretion of the Manager, for distribution as Net Cash Flow.

5.1(b) Priority of Distribution. The Net Cash Flow of the LLC for a fiscal year shall be paid out to the Members pro rata in accord with their respective Membership Interest and in accordance with §704 of the Internal Revenue Code of 1986 on an annual basis or at such shorter intervals as the Manager shall determine:

5.2 Distribution of the Proceeds of Sale or Refinance.

5.2(a) Sale. In the event of a sale of substantially all of the assets of the LLC, the net proceeds of sale shall be distributed to the Members pro rata in accord with their respective Membership Interest.

5.2(b) Refinance. In the event that the Manager determines that all or any part of the proceeds of financing or refinancing secured by the assets of the LLC are excess to the needs of the LLC, such excess proceeds shall be distributed to the Members pro rata in accord with their respective Membership Interests.

5.3 Distribution of the Proceeds of Dissolution.

If the LLC dissolves, the net proceeds of dissolution, including any accompanying sale of LLC assets, shall be distributed in the following order of priority:

(a) First, towards the satisfaction of all outstanding debts and other obligations of the LLC,

(b) Second, towards repayment of outstanding loans, if any, made by Members to the LLC,

(c) Last, 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.

5.4 Distribution of Debt Instruments.

5.4(a) In the event the LLC sells any of its assets and all or a portion of the sales price is paid by a promissory note or installment contractual obligations ("Debt Instrument"), all interest and principal received by the LLC shall be treated as net proceeds of, a sale or refinance, or if such sale occurs in conjunction with the dissolution of the LLC, as net proceeds of dissolution, and shall be distributed in accordance with Sections 5.2 or 5.3 hereof, as the case may be.

5.4(b) In the event the LLC holds a Debt Instrument as described in Section 5.4(a) and the LLC either is dissolved in conjunction with the sale which gave rise to such Debt Instrument or dissolves prior to payment in full of such Debt Instrument, the Manager shall assign such Debt Instrument to a trustee who shall collect all sums which may become due and payable under the Debt Instrument, who shall have the power and authority to act to enforce all rights of the holder of such Debt Instrument and shall distribute such sums pursuant to the formula described in Section 5.2 or 5.3, as applicable.

SECTION VI

FEDERAL AND STATE TAX MATTERS

6.1 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 LLC 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.

6.2 Allocations of Taxable Profits, Losses and Credits of the LLC.

Except as expressly otherwise provided, the LLC's net taxable income or loss and tax credits for a fiscal year, computed in accordance with applicable federal income tax accounting principles, shall be allocated among the Members for each fiscal year as follows:

6.2(a) Credits. All tax credits (and credit recapture, if any) shall be allocated in the manner specified by the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

6.2(b) Net Taxable Loss. The net taxable loss, if any, for a fiscal year of the LLC shall be allocated to the Members in accordance with §704 of the Internal Revenue Code of 1986.

6.2(c) Net Taxable Income. The net taxable income for a fiscal year of the LLC shall be allocated to the Members in accordance with §704 of the Internal Revenue Code of 1986.

6.3 Tax Year and Accounting Matters.

The taxable year of the LLC shall be the calendar year. The LLC shall adopt such methods of accounting and file its tax returns based upon generally accepted accounting principles.

6.4 Tax Elections.

The Managers, in the exercise of their reasonable discretion, may cause the LLC to make or revoke all tax elections provided for under the Internal Revenue Code.

SECTION VII
TERM AND TERMINATION

7.1 Term of the LLC

The term of the LLC shall commence upon filing of Articles of Organization with the District of Columbia Government Corporations Division and shall continue until dissolved and terminated as provided in this Agreement.

7.2 Events of Termination.

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

(a) The sale, transfer, or assignment of substantially all of the assets of the LLC to a party or parties that are not members of the LLC at the time of the sale;

(b) The adjudication of the LLC as insolvent within the meaning of insolvency in either bankruptcy or equity proceedings, or the filing of an involuntary petition in bankruptcy against the LLC (which is not dismissed within ninety (90) days), or the filing against the LLC of a petition for reorganization under the Federal Bankruptcy Code or any state statute (which is not dismissed within ninety (90) days), or a general assignment by the LLC for the benefit of creditors, or the voluntary claim (by the partnership) that it is insolvent under any provisions of the Bankruptcy Code (or any state insolvency statutes), or the appointment for the LLC of a temporary or permanent receiver, trustee, custodian, sequestrator, and such receiver, trustee, custodian, or sequestrator is not dismissed within ninety (90) days;

(c) upon the liquidation, termination, resignation, death, insanity, or insolvency or other bankruptcy (within the scope of section 7.2(b) above) of a Member (or a Manager unless, within 90 days of such event, all of the remaining Members agree to continue the LLC and, if managed by a Manager, select a new Manager, in which event the LLC shall not be dissolved and the LLC and the business of the LLC shall be continued;

(d) When so determined in accord with other specific provisions of this LLC Agreement; and

(e) As otherwise required by Washington, D.C. law.

7.3 Conclusion of Affairs.

In the event of the dissolution of the LLC for any reason, the Managers shall proceed promptly to wind up the affairs of and liquidate the LLC Except as otherwise provided in this Agreement, the Members shall continue to share distributions and tax allocations during the period of liquidation in the same manner as before the dissolution. The Managers shall have reasonable discretion to determine the time, manner, and terms of any sale or sales of LLC property pursuant to such liquidation having due regard to the activity and the condition and relevant market and general financial and economic conditions and consistent with its fiduciary obligations to the Members.

7.4 Liquidating Distributions.

After paying or providing for the payment of all debts or liabilities of the LLC and all expenses of liquidation, and subject to the right of the Manager to set up such reserves as it may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the LLC, the proceeds of the liquidation and any other assets of the LLC shall be distributed to or for the benefit of the Members in accordance with this Agreement. No Manager shall have any right to demand or receive property other than cash upon dissolution and termination of the LLC; however, the Managers shall have the right to distribute assets in kind, valued at the then estimated fair market value of such assets, as a liquidating distribution to the Members.

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7.5 Termination.

Within a reasonable time following the completion of the liquidation of the LLC, the Managers shall supply to each of the Members a statement which shall set forth the assets and the liabilities of the LLC as of the date of complete liquidation and each Member's portion of the distributions pursuant to this Agreement. Upon completion of the liquidation of the LLC and the distribution of all LLC assets, the LLC shall terminate, and the Manager shall have the authority to execute and record a Certificate of Cancellation of the LLC as well as any and all other documents required to effectuate the dissolution and termination of the LLC.

7.6 Preferential Purchase option.

In the event that the LLC is dissolved and not continued as a result of an event of termination described in Section 7.2 of this Agreement, then those remaining Members who desire to continue the LLC or to continue operating its business in substantially the same manner as prior to such event of dissolution shall have the right to form a new LLC pursuant to Articles of Organization and an Operating Agreement substantially of the form of this Agreement and of the Articles of Organization of the LLC, and such newly formed LLC shall have the right to purchase all of the assets of the LLC and assume all the liabilities and contractual obligations of the LLC at a price equal to ninety percent (90%) of their then fair market value (such discount being granted in recognition of the fact that no broker would be involved in such transaction). The net fair market value of such assets shall be determined by agreement among the Members desiring to continue the business and the resigning Members or their representatives. If the parties are unable to agree, the Members desiring to continue the business shall have the right to select one appraiser, the remaining members shall have the right to select a second appraiser, and the two appraisers so selected shall select a third appraiser. The three appraisers shall appraise the assets, and the average of the three appraised values shall be the value utilized. The purchase price may be paid in the form of a promissory note, bearing interest at the applicable federal rate in effect under the Internal Revenue Code, which note shall provide for level amortization of the balance of principal and interest over a period of ten (10) years based on monthly payments. Such note shall include a provision providing that such note is subordinate to all debts to creditors other than Members of the purchasing limited liability company.

SECTION VIII

TRANSFERS AND THE ADDITION, SUBSTITUTION AND WITHDRAWAL OF MEMBERS

8.1 Restrictions on Transfers.

Membership Interests may be assigned in whole or in part only in accordance with other specific provisions of this Agreement or the following provisions:

(a) Unless waived by the Manager, a Membership Interest shall not be transferred in the absence of an opinion of counsel, satisfactory to the Manager, that the registration of the Membership Interest is not required under the Securities Act of 1933 or any applicable state securities laws;

(b) Any Transfer of a Membership Interest shall be effective only to give the Transferee the right to receive the share of tax allocations and distributions to which the Transferor would otherwise be entitled. No Transferee of a Membership Interest shall have the right to become a substituted Member unless all of the other Members, in the exercise of their sole and absolute discretion, expressly consent thereto in writing and the Transferee agrees to be bound by all the terms and conditions of this Agreement as then in effect. Unless and until a Transferee is admitted as a substituted Member, the Transferor shall have no right to exercise any of the powers, rights, and privileges of a Member hereunder. A Member who has assigned his Membership Interest shall cease to be a Member upon assignment of the Member's entire Membership Interest and thereafter shall have no further powers, rights, and privileges as a Member hereunder, but shall, unless otherwise relieved of such obligations by agreement of all of the other Members or by operation of law, remain liable for all obligations and duties as a Member.

(c) The Manager may, in his reasonable discretion charge a reasonable fee to cover the additional administrative expenses incurred in connection with or as a consequence of the Transfer of all or part of a Membership Interest;

(d) The LLC, each Member, and any other person or persons having business with the LLC need deal only with Members who are admitted as Members or as substituted Members of the LLC, and they shall not be required to deal with any other person by reason of assignment by a Member or by reason of the death of a Member, except as otherwise provided in this Agreement. In the absence of the substitution (as provided herein) of a Member for an assigning or a deceased Member, any payment to a Member or to a Member's executors or administrators shall acquit the LLC and the Manager of all liability to any other persons who may be interested in such payment by reason of an assignment by, or the death of, such Member;

(e) No person shall have a perfected lien or security interest in a Membership Interest unless the creation of such interest is in accord with the provisions of this Agreement and the LLC is notified of such interest and provided a copy of all documentation with respect thereto, including financing statements, prior to execution and filing;

(f) Any Transfer not in accord with this Agreement shall be void ab initio; and

(g) Restrictions on Transfer of Interest. Each Member agrees not to transfer all or any part of its 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 LLC for federal income tax purposes. Such a transfer is void ab initio.

SECTION IX

ADMINISTRATIVE PROVISIONS

9.1 Principal Office.

(a) The initial principal place of business and principal office of the LLC shall be located at 3416 Ritteenhouse Street, N.W., Washington D.C. 20015. The LLC may relocate the principal office and principal place of business and have such additional offices as the Manager may deem advisable.

(b) The Manager shall have the power, on behalf of the LLC, to designate, where required, a registered agent (or other agent for receipt of service of process) in each state or other jurisdiction in which the LLC transacts business and to designate, to the extent required, an office, place of business, or mailing address, within or without that state or other jurisdiction.

9.2 Bank Accounts.

(a) Funds of the LLC shall be deposited in an account or accounts of a type, in form and name and in a bank(s) or other financial institution(s) which are participants in federal insurance programs as selected by the Manager. The Manager shall arrange for the appropriate conduct of such accounts. Funds may be withdrawn from such accounts only for bona fide and legitimate LLC purposes and may from time to time be invested in such short-term securities, money market funds, certificates of deposit, or other liquid assets as the Manager deems appropriate.

(b) The Members acknowledge that the Manager may maintain LLC funds in accounts, money market funds, Certificates of deposit, other liquid assets in excess of the insurance provided by the Federal Deposit Insurance Corporation, or other depository insurance institutions and that the Manager shall not be accountable or liable for any loss of such funds resulting from failure or insolvency of the depository institution.

(c) The Manager, shall each have the power and authority to issue checks from any bank, credit union or thrift account.

9.3 Books and Records.

At all times during the term of the LLC, the Manager shall keep, or cause to be kept, full and faithful books of account, recorded and supporting documents, which shall reflect, completely, accurately and in reasonable detail, each transaction of the LLC (including, without limitation, transactions with the Manager/Members or Affiliates). The books of account shall be maintained and tax returns prepared and filed on the method of accounting determined by the Manager. The books of account, records, and all documents and other writings of the LLC shall

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be kept and maintained at the principal office of the LLC. Each Member or his designated representative shall, upon reasonable notice to the Members, have access to such financial books, records, and documents during reasonable business hours and may inspect and make copies of any of them at his own expense.

The Manager shall cause the LLC to keep at its principal office the following:
(i) a current list of the full name and last known business address of each Member, in alphabetical order;

(ii) a copy of the Articles of Organization and the Certificate of Organization, and all Articles of Amendment and Certificates of Amendment thereto;

(iii) copies of the LLC's federal, state, and local income tax returns and reports, if any, for the three most recent years; and

(iv) copies of the Operating Agreement, as amended, and of any financial statements of the LLC for the three most recent years.

9.4 Notices.

Unless otherwise provided herein, any offer, acceptance, election, approval, consent, certification, request, waiver, notice or other communication required or permitted to be given hereunder (hereinafter collectively referred to as a "Notice"), shall be given by enclosing the same in an envelope addressed to the Member to whom the Notice is to be given at the appropriate address set forth on Exhibit A hereto or at such other address as any Member hereafter may designate to the others in accordance with the provisions of this Section 9.5, and deposited in the U.S. Mail postage prepaid. In addition, the Managers shall be sent a copy of all such Notices, by registered or certified mail, return receipt requested. The date at which notice shall be deemed received shall be the date of the receipt of the copy of such notice by the Managers.

9.5 Certificates.

Membership interests shares will be represented by certificates, the form of which will be determined by the Managers. The certificates are non-transferable, unless specifically provided for in the provisions contained herein.

9.10 Seal.

The Manager will be provided with a corporate seal which will be circular in form and have the name of the of the LLC inscribed clearly upon it.

SECTION X

MISCELLANEOUS PROVISIONS

10.1 Entire Agreement.

This Agreement, including the Exhibits or other documents or schedules attached hereto or incorporated herein by reference constitutes the entire agreement of the Members with respect to the matters covered herein. This Agreement supersedes all prior agreements and oral understandings among the Members with respect to such matters.

10.2 Amendment.

Except as provided by law or otherwise set forth herein, this Agreement may only be modified or amended by a written instrument which evidences the approval of Members owning sixty percent (60%) of the Membership Interests; provided, however, any amendment which would increase the capital contribution obligations of a Member or which would have a non-pro rata adverse effect on any Member shall require the prior written consent of such Member. Provided, that Exhibit A hereto may be amended from time to time by the Manager to the extent required to accurately reflect the then current status of the information contained thereon.

10.3 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.

10.4 Severability.

Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions hereof are determined to be invalid and contrary to existing or future law, such invalidity shall not impair the operation or affect those portions of this Agreement which are valid, and this 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 omitted.

10.5 Burden and Benefit Upon Successors.

Except as expressly otherwise provided herein, 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 and assigns.

10.6 Further Assurances.

Each Member hereby agrees that it shall hereafter execute and deliver such further instruments, provide all information and take or forbear such further acts 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.

10.7 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart.

10.8 Venue.

The venue for any suit involving this Agreement shall be in either the Courts for Washington, D.C. or the United States District Court for the District of Columbia. Each Member hereby irrevocably submits to personal jurisdiction of such court, and, provided that a copy of any service is mailed via certified mail, return receipt requested to the Member at the notice address for such Member, authorizes the Manager to accept service of process on behalf of such Member.

IN WITNESS WHEREOF, the parties have executed this Agreement on 19 March, 2025.

Member: Aaron Sampson
AARON BEERS SAMPSON

EXHIBIT A
TO THE
OPERATING AGREEMENT OF
ASTERIX, LLC

Members	Membership Interest In the L.L.C.	Contributions Cash/Property	Number Of Units
Initial Members:	Aaron Beers Sampson	$100	10
TOTALS			
		$100	10

As of the date of the execution of this Agreement there are no subscribing Members.

EXHIBIT B
TO THE OPERATING AGREEMENT OF
ASTERIX, LLC

As of the execution date of the Operation Agreement there are no other Members of the LLC besides the Initial Member(s). No warranties or agreements between the Initial Members outside of this agreement are not enforceable and/or binding upon the LLC. The only document which governs the organization and management of the LLC is this Operating Agreement.

EXECUTION

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
04/02/2025	Aaron SAMPSON	[signature]