

First International Resources, Inc.

One Parker Plaza, Fort Lee, New Jersey 07024

Tel: 201-461-7850 Fax: 201-461-3801

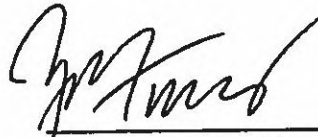
December 20, 2001

**Treasurer, State of New Jersey
Commercial Recording
Division of Revenue Business Support Services**

Dear Sir/Madam:

I, Zev Furst, President and Chief Executive Officer of First International Resources, Inc., with the authority of the Board of Directors of First International Resources, Inc., hereby consent to the formation of a New Jersey limited liability company under the name and designation First International Resources, LLC.

Sincerely,



**Zev Furst, President and CEO
First International Resources, Inc.**

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CERTIFICATE OF FORMATION

OF

FIRST INTERNATIONAL RESOURCES, LLC

FILED

Dec 26 2001

STATE TREASURER

The undersigned, being a natural person of at least 18 years of age and acting as the Organizer of the Limited Liability Company hereby being formed under the New Jersey Revised Statutes Sections 42:2B-1 *et seq.* does hereby adopt the following Certificate of Formation for the Limited Liability Company.

- FIRST: The name of the Limited Liability Company is:
- FIRST INTERNATIONAL RESOURCES, LLC
- SECOND: The effective date of this Certificate of Formation is January 2, 2002.
- THIRD: The Limited Liability Company shall continue until the occurrence of an event set forth in the Operating Agreement which causes the termination of the Limited Liability Company.
- FOURTH: The Limited Liability Company is organized to engage in and do any lawful act concerning any lawful business for which a limited liability company may be organized in accordance with the New Jersey Revised Statutes Sections 42:2B-1 *et seq.*, including all powers and purposes now and hereafter permitted by law to a limited liability company.
- FIFTH: The street address of the initial registered office of the Limited Liability Company in New Jersey is One Parker Plaza, Fort Lee, New Jersey 07024, and the name of the initial registered agent of the Limited Liability Company in New Jersey at that address is Zev Furst.
- SIXTH: The principal office of the Limited Liability Company is One Parker Plaza, Fort Lee, New Jersey 07024.
- SEVENTH: The Limited Liability Company is to be managed by a Managing Member. The name and address of the initial Managing Member is: Zev Furst, having an address at One Parker Plaza, Fort Lee, New Jersey 07024
- EIGHTH: The membership interests of the Members are evidenced by Certificates of Membership. The membership interests may consist of more than one class in accordance with the terms and conditions of the Operating Agreement of the Limited Liability Company.

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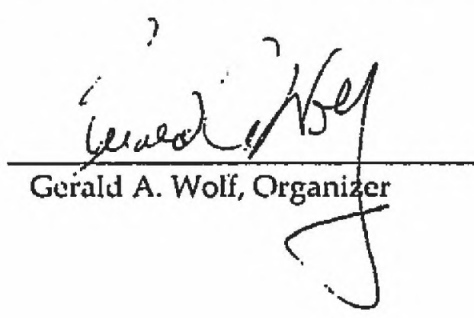
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- NINTH: Additional Members may be admitted to the Limited Liability Company in accordance with the terms and conditions of the Operating Agreement of the Limited Liability Company.
- TENTH: The remaining Members of the Limited Liability Company may continue the Limited Liability Company upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the Limited Liability Company in accordance with the terms and conditions of the Operating Agreement of the Limited Liability Company.
- ELEVENTH: The name and business address of the Organizer of the Limited Liability Company are: Gerald A. Wolf, 15 Engle Street - Suite 104, Englewood, New Jersey 07631.
- TWELFTH: The Limited Liability Company has one or more members.
- THIRTEENTH: Neither a member of the Limited Liability Company, a manager of the Limited Liability Company nor an agent of the Limited Liability Company (including a person having more than one such capacity) is liable for any debts, obligations or liabilities of the Limited Liability Company or each other, whether arising in tort, contract or otherwise, solely by reason of being such member, manager or agent or acting (or omitting to act) in such capacities or participating (as an employee, consultant, contractor or otherwise) in the conduct of the business of the Limited Liability Company.
- FOURTEENTH: The Limited Liability Company shall indemnify any person who is or was a party, or who is threatened to be made a party, to any threatened, pending or completed actions, suit or proceeding, whether civil, criminal, administrative or investigative, including all appeals, by reason of the fact that he or she is or was a member, managing member, manager or employee of the company, or is or was serving at the request of the company as a director, trustee, officer or employee of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against any and all expenses (including reasonable attorneys' fees), judgment, decrees, fines, penalties and amounts paid in settlement, which were actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interests of the company, and, with respect to any criminal action or proceeding, he or she had no reasonable cause to

believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interests of the company. The foregoing indemnification shall not apply in the case of an action, suit or proceeding instituted by one or more members of the company, if the claim, matter or issue raised therein is determined by a court of competent jurisdiction to have resulted from the negligence or misconduct of the person seeking indemnification; provided, however, that such indemnification shall nonetheless apply, if, in view of all of the circumstances of the case, such court shall determine that such person is fairly and reasonably entitled to indemnification, with respect to such expenses, judgments, decrees, fines, penalties and amounts paid in settlement as determined by the court. Expenses of each person indemnified hereunder, incurred in defending against a civil, criminal, administrative or investigative action, suit or proceeding (including all appeals), or threat thereof, may be paid by the Limited Liability Company in advance of the final disposition of such action, suit or proceeding, as authorized by the Managing Member, upon receipt of an undertaking by such person to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Limited Liability Corporation.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on December 24, 2001.



Gerald A. Wolf, Organizer

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

August 3, 2023

Joseph Shwartz

