Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "BRIDGEWAY ADVOCACY, LLC", FILED IN THIS OFFICE ON THE SECOND DAY OF JANUARY, A.D. 2020, AT 11:22 O`CLOCK A.M.

Jeffrey W. Bullock, Secretary of State

7779466 8100
SR# 20200011263

Authentication: 202108661
Date: 01-02-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

Received by NSD/FARA Registration Unit 02/15/2024 9:04:36 PM

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:22 AM 01/02/2020
FILED 11:22 AM 01/02/2020
SR 20200011263 - File Number 7779466

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is Bridgeway Advocacy, LLC.

2. The Registered Office of the limited liability company in the State of Delaware is located at 850 New Burton Road, Suite 201 (street), in the City of Dover, Zip Code 19904. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Cogency Global Inc..

By: ______________________
Authorized Person

Name: Emily Wang Murphy
Print or Type

SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF BRIDGEWAY ADVOCACY, LLC

This Second Amended and Restated Limited Liability Company Agreement (this "**Agreement**") is made and entered into effective as of November 15, 2023 (the "**Effective Date**"), by and between Lisa Marie Cotter-Colangelo (the "**Member**") and Bridgeway Advocacy, LLC, a Delaware limited liability company (the "**Company**").

RECITALS:

WHEREAS, the Company was governed by that certain Amended and Restated Limited Liability Company Agreement dated as of June 2, 2020 (the "**Prior Agreement**");

WHEREAS, prior to the Effective Date, the Company agreed to redeem the Membership Interests held by Charles Marin and John Tanner pursuant to the terms of those certain Membership Interest Redemption Agreements (the "**Redemptions**");

WHEREAS, immediately following the consummation of the Redemptions, the sole remaining Member owns 100% of the membership interests of the Company (the "**Membership Interests**");

WHEREAS, the parties desire to amend and restate the Prior Agreement in its entirety as set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. <u>Formation</u>. The Company was formed as a limited liability company under the laws of the State of Delaware on January 2, 2020, by the filing with the Secretary of State of Delaware of the Certificate of Formation (as such Certificate may be amended from time to time, the "**Certificate**").

Section 2. <u>Purpose</u>. The Company may engage in any lawful business of every kind and character for which a limited liability company may be organized under the Act or any successor statute. The Company shall have all of the powers provided for a limited liability company under the Act.

Section 3. <u>Offices; Registered Agent</u>. The principal place of business of the Company shall be located at such location as the Member may from time to time determine. The Company may have, in addition to such office, such other offices and places of business at such locations as the Member may from time to time determine or the business and affairs of the Company may require. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate or such other person as the Member may designate from time to time in the manner provided by law.

Section 4. <u>Filings and Foreign Qualification</u>. The Member or any authorized person of the Company shall promptly execute and deliver all such certificates and other instruments conforming hereto as shall be necessary to accomplish all filing, recording, publishing and other acts appropriate to comply with all requirements for the formation and operation of a limited liability company under the laws of the State of Delaware and for the qualification and operation of a limited liability company in all other jurisdictions where the Company shall propose to conduct business.

Section 5. Term. The Company commenced on the date the Company initially filed the Certificate with the Secretary of State of Delaware and shall continue in existence, unless sooner terminated in accordance with the provisions of this Agreement.

Section 6. Member and Membership Interests. The Member owns 100% of the Membership Interests of the Company in accordance with the percentage interest set forth on the signature page hereto.

Section 7. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Member nor any Manager or Officer shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member, Manager or an Officer of the Company.

Section 8. Admission of the Member. The Member is deemed admitted as the sole Member of the Company upon the Member's execution and delivery of this Agreement.

Section 9. Distributions. Except as may be limited by the Act, distributions may be made to the Member at such times and in such amounts as are determined by the Member in accordance with the percentage interest set forth on the signature page hereto.

Section 10. Management; Officers.

(a) Management of the Company. The Company shall be manager-managed. The Manager shall be Lisa Marie Cotter-Colangelo. The Manager shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Manager shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Manager as set forth in this Agreement. The Manager shall have all rights and powers of a manager under the Delaware Act, and shall have such authority, rights, and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient, or advisable to effectuate the purposes of the Company and this Agreement.

(b) Officers. The Manager may, from time to time, designate one or more officers with such titles as may be designated by the Manager to act in the name of the Company with such authority as is customarily associated with such office and any additional authority as may be delegated to such officers by the Manager (each such designated person, an "**Officer**"). Any such Officer shall act pursuant to such delegated authority until such Officer resigns or is removed (with or without cause) by the Manager. Any action taken by an Officer pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such Officer and the authority delegated such Officer.

(c) Limitation of Liability and Duties.

i. Waiver of Liability. Except as otherwise provided herein or in any agreement entered into by such Person and the Company and to the maximum extent permitted by the Delaware Act, no present or former Manager nor any of such Manager's affiliates, employees, heirs, successors, agents or representatives shall be liable to the Company or to any Member for any act or omission performed or omitted by such Person in its capacity as Manager or otherwise taken in good faith; provided that, except as otherwise provided herein, such limitation of liability shall not apply to the extent the act or omission was attributable to such Person's gross negligence, bad faith, willful misconduct, knowing violation of law or breach of this Agreement. Each Manager shall be entitled to rely upon the advice of legal counsel, independent public accountants and other experts, including financial advisors reasonably selected by it, and any act of or failure to act by such Manager in good faith reliance on such advice shall in no event subject such Manager or any of such Manager's affiliates, employees, agents or representatives to liability to the Company or any Member.

ii. Manager Discretion. Notwithstanding anything to the contrary contained herein, whenever in this Agreement or any other agreement contemplated herein or otherwise, the Manager is permitted or required to take any action or to make a decision in its "sole discretion" or "discretion," or that it deems "necessary," "necessary or appropriate," "necessary or desirable" or "necessary, appropriate or advisable," or under a grant of similar authority or latitude, the Manager shall, to the fullest extent permitted by applicable law, make such decision in its sole discretion (regardless of whether there is a reference to "sole discretion" or "discretion"), be entitled to consider such interests and factors as it desires, and shall have no duty or obligation (fiduciary or otherwise) to give any consideration to any interest of or factors affecting the Company or the Member, and shall not be subject to any other or different standards imposed by this Agreement, any other agreement contemplated hereby, under the Delaware Act or under any other applicable law or in equity.

iii. Good Faith and Other Standards. Whenever in this Agreement the Manager is permitted or required to take any action or to make a decision in its "good faith", the Manager shall act under such express standard and, to the extent permitted by applicable law, shall not be subject to any other or different standards imposed by this Agreement or any other agreement contemplated herein, and, notwithstanding anything contained herein to the contrary, so long as the Manager believes that the action taken or the decision made is in or not opposed to the best interests of the Company, the resolution, action or terms so made, taken or provided by the Manager shall not constitute a breach of this Agreement or any other agreement contemplated herein or impose liability upon any Manager or any of their respective affiliates, heirs, successors, assigns, agents or representatives. Without limiting the foregoing, any Manager may consult with legal counsel, accountants, appraisers, management consultants, investment bankers and other consultants and advisors selected by it, and any act taken or omitted to be taken in reliance upon the opinion of such Persons as to matters that such Manager reasonably believes to be within such person's professional or expert competence shall be conclusively presumed to have been done or omitted in good faith and in accordance with such opinion.

iv. Limitation of Duties; Conflict of Interest. To the maximum extent permitted by applicable law, the Member hereby waives any claim or cause of action against each present or former Manager, and any of their respective affiliates, employees, agents and representatives (other than any such Person when acting as an Officer) for any breach of any fiduciary duty to the Company or its Member by such Person, including as may result from a conflict of interest between the Company and such Person, and any liability for breach of fiduciary duties as a Manager (other than any such Person that is paid a regular salary by the Company) is hereby eliminated to the fullest extent permitted by applicable law. Subject to compliance with the express terms of this Agreement, no Manager (other than any such Person that is paid a regular salary by the Company) shall be obligated to recommend or take any action as a manager that prefers the interests of the Company or the Member over the interests of the Manager or its affiliates, employees, agents or representatives and the Company, and the Member hereby waives all fiduciary duties, if any, of the Manager to the

Company and the Member, including in the event of any such conflict of interest.

(d) Indemnification. Each Manager of the Company shall be entitled to indemnification as set forth in Section 11.

Section 11. Exculpation and Indemnification. Neither the Member nor the Manager or Officers of the Company (each, an "**Indemnified Party**") shall be liable to the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by the Indemnified Party in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on the Indemnified Party by this Agreement, except that the Indemnified Party shall be liable for any such loss, damage or claim incurred by reason of the Indemnified Party's willful misconduct or gross negligence. To the fullest extent permitted by applicable law, the Indemnified Party shall be entitled to indemnification from the Company for any loss, damage or claim incurred by the Indemnified Party by reason of any act or omission performed or omitted by the Indemnified Party in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on the Indemnified Party by this Agreement, except that the Indemnified Party shall not be entitled to be indemnified in respect of any loss, damage or claim incurred by the Indemnified Party by reason of willful misconduct or gross negligence with respect to such acts or omissions; provided however, that any indemnity under this Section 11 shall be provided out of and to the extent of Company assets only, and the Member shall not have personal liability on account thereof.

Section 12. Dissolution.

(a) Events of Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (i) at the election of the Member, or (ii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(b) Bankruptcy of the Member. The Member or any assignee who becomes a member, shall not cease to be a member of the Company upon the occurrence of a bankruptcy or insolvency event or upon the occurrence of any event listed in Section 18-304 of the Act, and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

(c) Liquidation and Winding Up. In the event of dissolution, the Company shall be wound up and its assets liquidated. In connection with the dissolution and winding up of the Company, the Member or such other person designated by the Member shall proceed with the sale, exchange or liquidation of all of the assets of the Company and shall conduct only such other activities as are necessary to wind up the Company's affairs, and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

Section 13. Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

Section 14. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof and supersedes all other Limited Liability Company Agreements of the Company entered into prior to the date hereof.

Section 15. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

Section 16. Amendments. This Agreement may not be modified, altered, supplemented or amended except in a writing signed by the Member. Any attempt to modify, alter, supplement or amend this Agreement in any other manner will be null and void ab initio and of no force or effect.

Section 17. Tax Status; Income and Deductions.

(a) Tax Status. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a partnership for federal and all relevant state income tax purposes, and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a partnership for federal and all relevant state income tax purposes.

(b) Income and Deductions. All items of income, gain, loss, deduction and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction and credit of the Member.

Section 18. Assignments. The Member may freely transfer, assign, pledge or encumber all or part of its Membership Interest in the Company. Any successor or assignee of the assigning Member shall automatically be admitted as the Member and have all the rights and powers of the assigning Member under this Agreement, including, without limitation, all economic rights, voting rights, and control rights, and applicable law, in each case, without the need for further consents or actions of any other person, the Company, or the Member.

Section 19. Definitions.

(a) "**Delaware Act**" means the Delaware Limited Liability Company Act.

(b) "**Person**" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, association or any other entity or a Governmental Entity.

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective as of the date first set forth above.

COMPANY:

BRIDGEWAY ADVOCACY, LLC

By:

Name: Lisa Marie Cotter-Colangelo

Title: Manager

MEMBER:

Lisa Marie Cotter-Colangelo

Percentage Interest: 100%

[Signature Page to Bridgeway Advocacy, LLC Second Amended and Restated LLC Agreement]

Received by NSD/FARA Registration Unit 02/15/2024 9:04:37 PM

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
2-14-24	Lisa Colangelo	

Received by NSD/FARA Registration Unit 02/15/2024 9:04:37 PM