

LENAPE LEGAL, LTD.
(a Pennsylvania limited liability company)

**WRITTEN CONSENT OF SOLE ORGANIZER
IN LIEU OF ORGANIZATIONAL MEETING**

Pursuant to the Pennsylvania Uniform Limited Liability Company Act of 2016, the undersigned, being the sole organizer of LENAPE LEGAL, LTD. (the "Company"), a Pennsylvania restricted professional limited liability company, adopts the following resolutions as valid company action as though adopted at a meeting of the sole organizer:

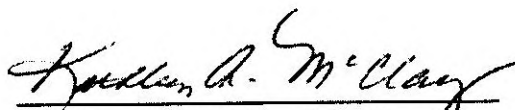
RESOLVED, that the Certificate of Organization of the Company as filed with the Secretary of State of the Commonwealth of Pennsylvania on April 8, 2022 is approved in all respects; and

FURTHER RESOLVED, that a copy of the Certificate of Organization of the Company as filed with the Secretary of State of the Commonwealth of Pennsylvania be filed in the Minute Book of the Company; and

FURTHER RESOLVED, that the following individual be admitted as the sole member of the Company:

DAVID A. SPAULDING

Dated: April 8, 2022


Kathleen A. McClay, Sole Organizer

LENAPE LEGAL, LTD.
(a Pennsylvania limited liability company)

WRITTEN CONSENT OF THE SOLE MEMBER

The undersigned, being the sole member of LENAPE LEGAL, LTD., a Pennsylvania restricted professional limited liability company (the "Company"), acting pursuant to the procedures established by the Pennsylvania Uniform Limited Liability Company Act of 2016 (the "Act"), adopts the following resolutions with the same force and effect as if adopted at a duly held meeting of the sole member and consents to the taking of the action referred to in such resolutions without the necessity of any meeting, and without any advanced notice, which notice is hereby expressly waived.

MANAGEMENT

RESOLVED, that the management of the operations and business affairs of the Company shall be vested in the sole member; and

OFFICERS

RESOLVED, that the sole member elects the following individual to the offices of the Company set forth next to his name to serve for the upcoming year and at the discretion of the sole member:

David A. Spaulding

President, Treasurer and Secretary

MEMBERSHIP INTERESTS

RESOLVED, that the Company accept the following subscription for the membership interests of the Company:

David A. Spaulding

100% Membership Interests

FURTHER RESOLVED, that the membership interests of the Company shall be uncertificated.

OPERATING AGREEMENT

RESOLVED, that the sole member approves and adopts the Operating Agreement of the Company attached hereto as Exhibit A.

FISCAL YEAR

RESOLVED, that the Company's fiscal year will begin on January 1 and end on December 31 of each year.

BANKING

RESOLVED, that the sole member or any officer of the Company is authorized to open a bank account on behalf of the Company.

TAX MATTERS

RESOLVED, that the sole member may make any tax elections for the Company allowed under the Internal Revenue Code of 1986, as amended, or the tax laws of any state or other jurisdiction having jurisdiction over the Company and that the sole member of the Company is authorized and directed to take all appropriate action to make such election.

PAYMENT OF EXPENSES

RESOLVED, that the sole member or any officer of the Company is authorized and directed to pay and discharge all professional and other fees and expenses incident to the formation, capitalization and organization of the Company.

CORPORATE RECORDS

RESOLVED, that the sole member or any officer of the Company is authorized and directed to procure and obtain the necessary books of account and corporate records for the Company; and

FURTHER RESOLVED, that, in all other respects, the management of the business and affairs of the Company shall conform in all respects to the provisions of the Act.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent of the Sole Member as of the 8th day of April, 2022.

SOLE MEMBER:

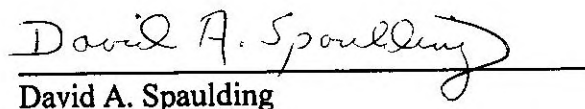

David A. Spaulding

Exhibit A

Operating Agreement

**OPERATING AGREEMENT
OF
LENAPE LEGAL, LTD.**

This Operating Agreement of LENAPE LEGAL, LTD. (the "Agreement") is made and entered into as of the 8th day of April, 2022 by and between DAVID A. SPAULDING (the "Member"), and LENAPE LEGAL, LTD., a Pennsylvania restricted professional limited liability company (the "Company").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties, intending to be legally bound, agree as follows:

1. Purpose. The object and purpose of, and the nature of the business to be conducted and promoted by, the Company is to provide legal services and to engage in any and all lawful activities necessary or incidental to the foregoing pursuant to the Pennsylvania Uniform Limited Liability Company Act of 2016, 15 Pa. C.S. § 8811, et seq., as amended from time to time (the "Act").

2. Member. The name and address of the Member and the Member's percentage interest (the "Interest") in the Company is:

David A. Spaulding	100%
220 West Pennsylvania Ave.	
Downingtown, PA 19335-2550	

3. Term. The term of existence of the Company shall continue indefinitely until terminated in accordance with this Agreement.

4. Management. The business and affairs of the Company shall be managed by the Member. Only the Member and agents of the Company authorized by the Member shall have the authority to bind the Company. The Member, on behalf of the Company, shall have the power to do any and all acts necessary or convenient to, or for the furtherance of, the business and affairs of the Company. The Member may appoint one or more officers and agents of the Company to which the Member may delegate by written resolution whatever duties, responsibilities and authority the Member may desire. Any officer or agent may be removed by the Member at any time at any meeting of the Member or by written resolution.

5. Officers.

5.1 Election/Duties. The Member may elect Officers of the Company including but not limited to, a President, Secretary and Treasurer, together with such assistant or subordinate officers as the Member may deem desirable. An Officer need not be a Member of the Company or a resident of the Commonwealth of Pennsylvania (the "State"). The Officers shall have such powers and duties as shall be assigned to such Officers, from time to time, by the Member including, without limitation, the following:

(a) Subject to the control of the Member, the President will have general supervision and authority over all of the day-to-day business and affairs of the Company. The President may enter into and execute in the name of the Company contracts or other instruments in the regular course of business or contracts or other instruments not in the regular course of business which are authorized, either generally or specifically, by the Member. The President will have the general powers, authority and duties of management usually vested in the office of the President of a corporation.

(b) The Treasurer will have charge and custody of and be responsible for all funds and securities of the Company, will keep or cause to be kept regular books of account for the Company, and will perform such other duties and possess such other powers as are incident to the office of Treasurer or assigned to the Treasurer by the President or the Member.

(c) The Secretary will cause notices of all meetings to be served as provided in this Agreement, will keep or cause to be kept the minutes of all meetings of the Member, will have charge of the corporate records of the Company, and will keep a record of the address of each Member as furnished to the Company by such Member. The Secretary will perform such other duties and possess such other powers as are incident to the office of Secretary or are assigned by the President or the Member.

5.2 Term. Each Officer shall be elected to serve for one year or until a successor is elected and qualified or until the Officer's earlier death, resignation or removal.

5.3 Vacancies. Upon death, resignation or removal of any Officer, a replacement shall be appointed by the Member. Vacancies resulting from an increase in the number of Officers, shall be filled by the Member.

6. Title to Company Property. All real and personal property shall be acquired in the name of the Company and title to any property so acquired shall vest in the Company itself rather than in the Member.

7. Compensation of Member. The Member shall be reimbursed for all expenses incurred in managing the Company and shall, at the election of the Member, be entitled to compensation for management services rendered, in an amount to be determined from time to time by the Member.

8. Distributions. Distributions shall be made to the Member (in cash or in kind) at the times and in the aggregate amounts determined by the Member and as permitted by applicable law.

9. Elections. The Member may make any tax elections for the Company allowed under the Internal Revenue Code of 1986, as amended, or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

10. Transferability of Membership Interests. The Member may sell, assign, transfer, exchange, mortgage, pledge, grant, hypothecate, encumber or otherwise transfer (whether absolutely or as security) all or a portion of the interest of the Member in the Company and such transferee shall be admitted as a Member at the time of the transfer and shall obtain all of the rights appurtenant to being a Member of the Company. Upon the involuntary transfer or a transfer by operation of law of the interest of a Member, the transferee of the interest of the Member shall have no right to participate in the management of the business and affairs of the Company or to become a Member. The transferee shall only be entitled to receive the distributions and the return of contributions to which that Member would otherwise be entitled.

11. Admission of Additional Members. Additional members of the Company may be admitted to the Company at the direction of the Member. In the event that any additional members are added, this Agreement shall be construed to apply to all of the members, and the additional members shall be required to either: (a) enter into, ratify and approve this Agreement; or (b) execute a new operating agreement after the Member has terminated this Agreement. Unless otherwise stated herein or required by the Act (or any other valid law or regulation to which the Company is subject), if additional members have been added to the Company and this Agreement has not been terminated or modified, the decisions

of the Members owning at least a majority of the membership interests in the Company shall constitute the decisions of the Members for purposes of the interpretation of this Agreement.

12. Liability of the Member. The Member shall not have any liability for the debts, obligations or liabilities of the Company or for the acts or omissions of any other member, manager, director, officer, agent or employee of the Company except to the extent provided in the Act. The failure of the Member to observe any formalities or requirements relating to the exercise of the powers of the Member or the management of the business and affairs of the Company under this Agreement or the Act shall not, by itself, be grounds for imposing personal liability on the Member for liabilities of the Company.

13. Indemnification. The Company shall indemnify the Member and those authorized agents of the Company identified in writing by the Member as entitled to be indemnified under this section for all costs, losses, liabilities and damages paid or accrued by the Member (either as Member or as agent) or any such agent in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the State. In addition, the Company may advance costs of defense of any proceeding to the Member or any such agent upon receipt by the Company of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Company.

14. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written direction of the Member, or (b) the entry of a decree of judicial dissolution under the Act. The death, retirement, insanity, resignation, expulsion or bankruptcy of a member or the occurrence of any other event that terminates the continued membership of the Member shall not cause a dissolution of the Company. Upon dissolution, the Company shall cease carrying on any and all business other than the winding up of the Company business, but the Company is not terminated and shall continue until the winding up of the affairs of the Company is completed and a certificate of dissolution has been filed pursuant to the Act. Upon the winding up of the Company, the Company's property shall be distributed (i) first to creditors, including the Member if the Member is a creditor, to the extent permitted by law, in satisfaction of the Company's liabilities; and (ii) then to the Member. Such distributions shall be in cash or property or partly in both, as determined by the Member.

15. Conflicts of Interest. Nothing in this Agreement shall be construed to limit the right of the Member to enter into any transaction that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company. The Member does not violate a duty or obligation to the Company merely because the conduct of the Member furthers the interests of the Member. The Member may lend money to and transact other business with the Company. The rights and obligations of the Member upon lending money to or transacting business with the Company are the same as those of a person who is not the Member, subject to other applicable law. No transaction with the Company shall be void or voidable solely because the Member has a direct or indirect interest in the transaction.

16. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State, without reference to the conflict of law rules of that or any other jurisdiction.

17. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, express or implied, oral or written with respect thereto.

18. Amendment. This Agreement may be amended or modified from time to time only by a written instrument executed by the parties.

19. Uncertificated Interests. The Interests in the Company shall not be represented by certificates, but shall be uncertificated.

20. Rights of Creditors and Third Parties. This Agreement is entered into by the parties solely to govern the operation of the Company. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have adopted this Operating Agreement effective as of the date first written above.

MEMBER:

David A. Spaulding
David A. Spaulding

COMPANY:

LENAPE LEGAL, LTD.

By: David A. Spaulding
David A. Spaulding, Sole Member

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

03/26/2024	David Spaulding	David A. Spaulding
3/26/24	Isobel Spaulding	Isobel Spaulding
03/26/2024	Caroline Conway	Caroline Conway