

# Delaware

Page 1

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 AMENDMENT OF "MCBEE STRATEGIC CONSULTING, LLC", CHANGING ITS NAME FROM "MCBEE STRATEGIC CONSULTING, LLC" TO "SIGNAL GROUP CONSULTING, LLC", FILED IN THIS OFFICE ON THE TWELFTH DAY OF OCTOBER, A.D. 2016, AT 1:07 O`CLOCK P.M.*



  
Jeffrey W. Bullock, Secretary of State

3503201 8100  
SR# 20166169544

Authentication: 203147676  
Date: 10-12-16

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 01:07 PM 10/12/2016  
FILED 01:07 PM 10/12/2016  
SR 20166169544 - File Number 3503201

STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT  
TO THE CERTIFICATE OF FORMATION OF  
MCBEE STRATEGIC CONSULTING, LLC

It is hereby certified that:

1. The name of the limited liability company (hereafter referred to as the "LLC") is:  
MCBEE STRATEGIC CONSULTING, LLC.
2. The Certificate of Formation of the LLC is hereby amended by striking out Article First thereof and by substituting in lieu of said Article the following new Article First:

FIRST: The name of the limited liability company is: Signal Group Consulting, LLC

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment on this 12th day of October, 2016.

MCBEE STRATEGIC CONSULTING, LLC

By: 

Name: Peter D. Shields

Title: Authorized Person

14035776.1

## MCBEE STRATEGIC CONSULTING, LLC OPERATING AGREEMENT

THIS OPERATING AGREEMENT (the "*Agreement*") is made as of the 25th day of March, 2002, by and among the Members whose names are set forth on the Schedule of Members attached hereto as **Exhibit A** (the "*Members*"), who hereby form McBee Strategic Consulting, LLC, a Delaware limited liability company (the "*Company*"), pursuant to the provisions of the Delaware Limited Liability Company Act (the "*Act*").

### ARTICLE 1

#### NAME, PURPOSES AND PLACE OF BUSINESS OF THE COMPANY

**1.1 Company Name.** The Company shall conduct its activities under the name McBee Strategic Consulting, LLC or such other name as the Members may designate in writing.

**1.2 Company Purposes.** The purpose of the Company is to engage in any lawful act or activity for which a limited liability company may be organized under the laws of the state of Delaware. The Company shall have the power to make and perform all contracts and to engage in all actions and transactions necessary or advisable to carry out the purposes of the Company, and all other powers available to it as a limited liability company under the laws of the state of Delaware.

**1.3 Principal Place of Business.** The principal place of business of the Company shall initially be at [\_\_\_\_\_], or at such other place or places as the Members may from time to time determine.

**1.4 Registered Agent and Office.** The name of the registered agent for service of process of the Company and the address of the Company's registered office in the state of Delaware shall be The Company Corporation, 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, 19808, or such other agent or office in the state of Delaware as the Members may from time to time designate.

### ARTICLE 2

#### PERIOD OF DURATION

**2.1 Period of Duration.** The Company shall commence upon of the filing of the Company's Articles of Organization with the Delaware Secretary of State and shall continue until dissolved upon approval of the Members.

**2.2 Events Affecting a Member.** The death, bankruptcy, withdrawal, insanity, incompetency, temporary or permanent incapacity, dissolution, expulsion or removal of a Member shall not dissolve the Company.

### ARTICLE 3

#### NAMES, ADMISSION, AND REMOVAL OF MEMBERS

3.1 **Names and Addresses.** The names and addresses of the Members, the amount of each Member's respective Capital Commitment (as defined in paragraph 5.2 below) to the Company, and each Member's Ownership Percentage ("*Ownership Percentage*") are set forth on Exhibit A hereto. The Members shall cause Exhibit A to be amended from time to time to reflect the admission of any Additional Member, the withdrawal of any Member, receipt by the Company of notice of any change of address of a Member, the change in any Member's Ownership Percentage, or the occurrence of any other event requiring amendment of Exhibit A.

3.2 **Admission of Members.** Additional Members ("*Additional Members*") may be admitted to the Company only with the approval of the Members. Each Additional Member shall execute and deliver to the Company a counterpart of this Agreement or otherwise take such actions as the Members shall deem appropriate in order for such Additional Member to become bound by the terms of this Agreement.

3.3 **Removal of a Member.** A Member may be removed from the Company upon unanimous consent of the remaining Members, *provided however*, that a member shall not be removed without the consent of at least two (2) other Members. Removal of any Member may be with or without cause. The Company shall repurchase the interest of any Member who is removed by payment to such Member of an amount equal to the fair market value of such Member's interest at the time of removal.

### ARTICLE 4

#### MANAGEMENT, DUTIES AND RESTRICTIONS

4.1 **Management.** Except as otherwise set forth herein, the Members shall have the sole right to manage, control, and conduct the affairs of the Company and to do any and all acts on behalf of the Company as set forth herein. Following approval of an action by the requisite percentage of the Members (as specified in paragraph 4.2 of this Agreement), each Members shall have the power to carry out such approved action on behalf of the Company.

4.2 **Action by Members.** Written consent of at least two-thirds ( $2/3^{\text{rds}}$ ) in interest of the Members shall be required for any action, approval, consent, or demand by the Members.

4.3 **Nonliability.** No Member shall be liable to any Member for any conduct or actions or for failure to act, except for conduct, actions or inactions determined by a court of competent jurisdiction not to have been undertaken in good faith to promote the best interests of the Company or to constitute willful misconduct.

## ARTICLE 5

### CAPITAL ACCOUNTS; CAPITAL CONTRIBUTIONS

5.1 **Capital Accounts.** An individual Capital Account ("*Capital Account*") shall be maintained on the Company's books for each Member.

5.2 **Capital Commitment; Capital Contributions.** The aggregate amount of capital that each Member agrees to contribute to the Company is set forth opposite such Member's name on Exhibit A hereto ("*Capital Commitment*"). Each Member shall contribute cash in respect of such Member's Capital Commitment to the Company as requested upon thirty (30) days' written notice given by the Members.

## ARTICLE 6

### ALLOCATION

6.1 **Allocation of Income or Loss.** The Company's income or loss for each accounting period shall be allocated to the Capital Accounts of all Members in proportion to their respective Ownership Percentages.

## ARTICLE 7

### SALARIES, BONUSES AND EXPENSES

7.1 **Salaries and Bonuses; Expense Reimbursement.** No Member may receive a salary or bonus from the Company unless such salary or bonus is approved by the Members. Any Member who incurs expenses on the Company's behalf shall be reimbursed by the Company therefor as deemed appropriate by the then existing Members.

## ARTICLE 8

### DISTRIBUTIONS TO AND WITHDRAWALS BY MEMBERS

8.1 **Withdrawals by Members.** Except as provided herein, no Member may withdraw any amount from such Member's Capital Account without consent of the then existing Members.

8.2 **Distributions.** Distributions of cash or other Company assets (a) may be made to each of the Members, ratably in proportion to their respective Ownership Percentages, at such times and in such amounts as deemed appropriate and approved by the then existing Members, and (b) shall be made to each of the Members, ratably in proportion to their respective Ownership Percentages, upon the dissolution of the Company.

## ARTICLE 9

### DISSOLUTION OF THE COMPANY

#### 9.1 Dissolution Procedures. Upon dissolution of the Company:

(a) The affairs of the Company shall be wound up and terminated under the direction of the Members. All matters relating to the liquidation of the Company shall be determined by the Members.

(b) The proceeds of liquidation shall be distributed by the Company in payment of its liabilities in the following order:

- (i) to creditors, other than Members, in the order of priority established by law;
- (ii) to Members in repayment of loans made to the Company; and
- (iii) to all the Members in accordance with the positive balances in their Capital Accounts.

## ARTICLE 10

### OTHER PROVISIONS

#### 10.1 Restrictions on Transfers of Company Interests.

(a) In the event of any voluntary or involuntary transfer of a Member's interest in the Company (including without limitation, the transfer of a Member's interest to such Member's former spouse), or any part thereof, the transferee shall receive only the transferor's economic interest in the Company, and the transferee shall not be admitted as a Member or have any right as a result of such transfer to participate in the affairs of the Company, except as provided by approval of the then existing Members, which approval shall not be unreasonably withheld.

(b) Without approval of the then existing Members, which approval shall not be unreasonably withheld, no Member shall sell, assign, mortgage, pledge or otherwise dispose of such Member's share in the Company or in its capital assets or property, except (a) to such Member's immediate family members, (b) to any other Member, (c) to a trust or other vehicle designed solely for the benefit of a Member or such Member's immediate family members, or (d) by testamentary disposition or intestate succession.

10.2 **Tax Matters Member.** The Company's tax matters member under the Internal Revenue Code of 1986, as amended, and under any comparable provision of state law (the "**Tax Matters Member**") shall be designated from time to time by approval of the then existing Members. The Tax Matters Member shall initially be Jennifer Noland.

**10.3 Valuation.** For purposes of determining the value of the assets of the Company, securities and other Company assets shall be valued in good faith by the Members.

**10.4 Amendment.** This Agreement may be amended by approval of the then existing Members. Notwithstanding the foregoing, except as otherwise provided in this Agreement, no amendment of this Agreement may reduce a Member's Ownership Percentage (other than in connection with such Member becoming a Former Member hereunder or in connection with a *pro rata* reduction of the Ownership Percentages of all Members in connection with the admission of an Additional Member or otherwise) or may increase the Capital Commitment of a Member, in each case, without the consent of such Member.

**10.5 Notice.** All notices given hereunder shall be in writing. Any notice herein required to be given to the Company by any of the Members shall be deemed to have been given (a) when delivered if by hand, (b) three business days after deposited in any United States mailbox, addressed to the Company at the address set forth in paragraph 1.3 above, as revised from time to time, and sent certified or registered mail, first-class postage prepaid, (c) upon transmission by facsimile with confirmed receipt or (d) upon confirmed delivery by overnight commercial courier service. Any written notice herein required to be given to a Member shall be deemed to have been given (a) when delivered if by hand, (b) three business days after deposited in any United States mailbox, addressed to such Member at such Member's address listed on **Exhibit A** hereto, as revised from time to time, and sent certified or registered mail, first-class postage prepaid, (c) upon transmission by facsimile with confirmed receipt or (d) upon confirmed delivery by overnight commercial courier service.

**10.6 Binding Agreement.** This Agreement shall be binding on the assignees and legal successors of the Members, and shall be governed by, and construed in accordance with the laws of the Commonwealth of Virginia as applied to contracts between Virginia residents entered into and to be performed entirely within the Commonwealth of Virginia.

**10.7 Entire Agreement; Captions.** This Agreement constitutes the entire agreement of the parties and supersedes all prior written and verbal agreements among the Members with respect to the Company. Descriptive titles are used herein for convenience only and shall not be considered in the interpretation of this Agreement.

**10.8 Arbitration.** Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in Washington, District of Columbia in accordance with the commercial rules then obtaining of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.


**10.9 Indemnification.** The Company agrees to indemnify, out of the assets of the Company only (of which the Members shall only be required to contribute up to the unfunded amount of such Member's Capital Commitment), the Members, the Tax Matters Member and their agents (each, an "*Indemnitee*") to the fullest extent permitted by law and to save and hold each Indemnitee harmless from and in respect of all (a) reasonable fees, costs, and expenses paid in connection with or resulting from any claim, action, or demand against an Indemnitee or the Company that arises out of or in any way relates to the Company, its properties, business, or


affairs and (b) such claims, actions, and demands and any losses or damages resulting from such claims, actions, and demands, including amounts paid in settlement or compromise (if recommended by attorneys for the Company) of any such claim, action or demand; *provided, however,* that this indemnity shall not extend to conduct or inaction that is not undertaken in good faith nor to any willful misconduct on the part of the Indemnitee. Expenses incurred by an Indemnitee in defending a claim, action or demand covered by this paragraph 10.9 shall be paid by the Company in advance of the final disposition of such claim, action or demand; *provided, however,* that the Indemnitee undertakes to repay such amount if it is ultimately determined that such Indemnitee was not entitled to be indemnified under this paragraph 10.9. A Former Member shall be indemnified pursuant to this paragraph 10.9 to the extent of any action or inaction taken on behalf of the Company prior to the date such member became a Former Member in accordance with the terms hereof. The provisions of this paragraph 10.9 shall remain in effect as to each Indemnitee whether or not such Indemnitee continues to serve in the capacity that entitled such Indemnitee to be indemnified.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this **MCBEE STRATEGIC CONSULTING, LLC OPERATING AGREEMENT** as of the date first above written.

MEMBERS:

  
\_\_\_\_\_  
STEVEN K. MCBEE

  
\_\_\_\_\_  
JENNIFER H. NOLAND

[SIGNATURE PAGE TO MCBEE STRATEGIC CONSULTING, LLC OPERATING AGREEMENT]

## EXHIBIT A

## SCHEDULE OF MEMBERS

INITIAL MEMBERS NAME AND ADDRESS	CAPITAL COMMITMENT	OWNERSHIP PERCENTAGE
Steven K. McBee 1730 S Street, NW Washington, DC 20009 (202) 387-7270	\$ 25,000.00	50%
Jennifer H. Noland 1730 S Street, NW Washington, DC 20009 (202) 387-7270	\$ 25,000.00	50%
<b>TOTAL</b>	<b>\$ 50,000.00</b>	<b>100%</b>



**DEPARTMENT OF LICENSING AND CONSUMER PROTECTION**  
**District of Columbia Government**  
 Corporations Division

**Two-Year Report for Domestic & Foreign Filing Entity**

**Year of Filing:** 2024

**File Number:** L14905

**Date of Filing:** 3/29/2024 3:16 PM

**Filing Fee:** \$300.00

**First:** Entity Name:  
SIGNAL GROUP CONSULTING, LLC

**Second:** Organized under the laws of which state or country:  
Delaware, United States

**Third:** Address of principal office:  
1750 K STREET NW  
STE#200  
Washington, District of Columbia 20006

**Fourth:** Name of Registered Agent and address of registered office in DC:  
COGENCY GLOBAL Inc.  
1025 Connecticut Ave NW  
Suite 712  
WASHINGTON, District of Columbia 20036

**Fifth:** Brief statement of business affairs conducted in DC:  
Other  
Public Affairs, Communications, and Government Relations

**Sixth:** List all entity governors (attach list if needed):

Name	Address
Blake Androff	1750 K St NW, Suite 200, Washington, District of Columbia 20006

**Seventh:** Is foreign filing entity in good standing in state / country where it is organized? YES

**Eighth:** Name of the Governor or Authorized Person:  
Blake Androff

**If you sign this form you agree that anyone who makes a false statement can be punished by criminal penalties of a fine up to \$1000, imprisonment up to 180 days, or both, under DCOC § 22-2405;**

**E-Signed**

WRITTEN CONSENT OF  
THE SOLE MEMBER AND THE MANAGERS OF

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MCBEE STRATEGIC CONSULTING, LLC

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October 12, 2016

THE UNDERSIGNED, being the sole member (the "Member") and managers (the "Managers") of McBee Strategic Consulting, LLC, a Delaware limited liability company (the "Company"), for the purpose of taking action by written consent in lieu of a meeting of the Member and Managers and waiving all requirements of notice, do hereby adopt and consent in writing to the following resolutions pursuant to the provisions of the Amended and Restated Operating Agreement of the Company dated June 15, 2015 and the Delaware Limited Liability Company Act (the "Act"):

**NAME CHANGE AND  
AMENDMENT TO THE CERTIFICATE OF FORMATION**

WHEREAS, the Company was formed on March 18, 2002 pursuant to the Act;

WHEREAS, the name of the Company is "McBee Strategic Consulting, LLC" as set forth in the Certificate of Formation of the Company filed with the Secretary of State of the State of Delaware;

WHEREAS, the name of the Company is to be changed to "Signal Group"; and

WHEREAS, the Member and each Manager of the Company have determined that it is advisable and in the best interests of the Company to amend the Certificate of Formation by adopting the Certificate of Amendment of the Company attached hereto as Exhibit A (the "Amendment"), which changes the name of the Company to "Signal Group"; it is hereby

RESOLVED, that the name of the Company is changed to "Signal Group"; and it is

FURTHER RESOLVED, that the attached Amendment is hereby ratified and approved and shall be filed with the Secretary of State of the State of Delaware.

**AMENDED AND RESTATED OPERATING AGREEMENT**

WHEREAS, pursuant to Section 8.2 of the Amended and Restated Operating Agreement (the "Operating Agreement"), amendments to the Operating Agreement require approval by all parties including the Member; and

WHEREAS, the Member and Managers deem it advisable and in the best interests of the Company to amend the Operating Agreement to reflect the change of name; and it is

RESOLVED, that the officers of the Company, or any one of them, is hereby authorized to cause the Second Amended and Restated Operating Agreement of the Company to be amended to reflect the name change.

**GENERAL AUTHORIZATION**

FURTHER RESOLVED, that the Member and/or Managers of the Company are hereby authorized to do all things, take all actions, and to execute, deliver and file all documents, in the name and on behalf of the Company, as may be determined by the Member and/or a Manager to be necessary or appropriate to give effect to the foregoing resolutions and the matters contemplated thereby (such determination to be conclusively evidenced by the taking or execution thereof by the Member and/or a Manager).

**RATIFICATION**

FURTHER RESOLVED, that all actions taken and documents executed by any Member and/or Manager of the Company in furtherance of the foregoing resolutions or the matters contemplated thereby are hereby ratified, confirmed and approved in all respects.

This written consent may be signed in counterpart, each of which when taken together will constitute one and the same document.

[SIGNATURE PAGE FOLLOWS]

14035788.1

IN WITNESS WHEREOF, the undersigned, constituting the Member and Managers of McBee Strategic Consulting, LLC, have executed this Written Consent effective as of the date set forth above.

MEMBER:

WILEY REIN LLP

By: 

Name: Peter D. Shields

Title: Managing Partner

MANAGERS:

  
Peter D. Shields

  
Kimberly M. Melvin

EXHIBIT A

Certificate of Amendment  
(see attached)

STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT  
TO THE CERTIFICATE OF FORMATION OF  
MCBEE STRATEGIC CONSULTING, LLC

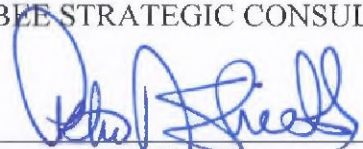
It is hereby certified that:

1. The name of the limited liability company (hereafter referred to as the "LLC") is:  
MCBEE STRATEGIC CONSULTING, LLC.
2. The Certificate of Formation of the LLC is hereby amended by striking out Article First thereof and by substituting in lieu of said Article the following new Article First:

FIRST: The name of the limited liability company is: Signal Group

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment on this  
12 day of October, 2016.

MCBEE STRATEGIC CONSULTING, LLC

By:   
Name: Peter D. Shields  
Title: Authorized Person

14035776.1

Reset Form



DEPARTMENT OF CONSUMER & REGULATORY AFFAIRS  
**District of Columbia Government**  
 Corporations Division

**Amendment of Foreign Registration Statement Form FN-2, Version 1, January 2012.**

Use this form to amend foreign registration statement.

ENTITY TYPE	FILING FEE
Foreign Filing Entity	Refer to Corporate Fee Schedule posted online

**Under the provisions of the Title 29 of D.C. Code (Business Organizations Act), the foreign filing entity listed below hereby applies for a Certificate of Amended Registration and for that purpose submits the statement below.**

1. Entity Name.

McBee Strategic Consulting, LLC

2. Date of Issuance of Certificate of Foreign Registration.

May 13, 2003

3. Describe the changes to the original foreign registration statement. (The following changes are allowed: entity name, type, jurisdiction of formation and principal address.)

The Application for Certificate of Registration of McBee Strategic Consulting, LLC is hereby amended by striking out the company's name in Line 1 thereof and by substituting in lieu of said name the following new name: Signal Group

4. Attach certified copy of the statement evidencing the change from Registration Authority in the State/Country of Incorporation that is not over 90 days old.

If you sign this form you agree that anyone who makes a false statement can be punished by criminal penalties of a fine up to \$1000, imprisonment up to 180 days, or both, under DCOC § 22-2405

5. Name of the Governor or Authorized Person:

Peter D. Shields, Authorized Person

5A. Signature of the Governor or Authorized Person.

**Mail all forms and required payment to:**

Department of Consumer and Regulatory Affairs  
 Corporations Division  
 PO Box 92300  
 Washington, DC 20090  
 Phone: (202) 442-4400

**Corporate Online Services Information:**

Many corporate filings are available by using CorpOnline Service. Go to CorpOnline site at <https://corp.dcr.dg.gov>, create a profile, access the online services main page and proceed. Online filers must pay by using a credit card.

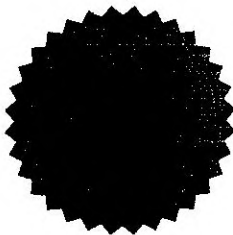
Please check [dcr.dg.gov](http://dcr.dg.gov) to view organizations required to register, to search business names, to get step-by-step guidelines to register an organization, to search registered organizations, and to download forms and documents. Just click on "Corporate Registration."

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, 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 "MCBEE STRATEGIC CONSULTING, LLC", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF MARCH, A.D. 2002, AT 9 O'CLOCK A.M.



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

3503201 8100

AUTHENTICATION: 1671345

020175841

DATE: 03-18-02

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09:00 AM 03/18/2002  
020175841 - 3503201

CERTIFICATE OF FORMATION

OF

MCBEE STRATEGIC CONSULTING, LLC  
A LIMITED LIABILITY COMPANY

FIRST: The name of the limited liability company is:

MCBEE STRATEGIC CONSULTING, LLC


SECOND: Its registered office in the State of Delaware is to be located at 2711 Centerville Road, Suite 400 in the City of Wilmington, County of New Castle, 19808, and its registered agent at such address is THE COMPANY CORPORATION.

IN WITNESS WHEREOF, the undersigned, being the individual forming the Company, has executed, signed and acknowledged this Certificate of Formation this eighteenth day of March, A.D. 2002.

  
\_\_\_\_\_  
Authorized Person  
Angela Norton

**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
7/15/2024	Erika Bellido-Jin	
_____	_____	_____
_____	_____	_____
_____	_____	_____