

Delaware

The First State

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*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 "TUSK STRATEGIES LLC",
FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF JULY, A.D.
2021, AT 3:27 O`CLOCK P.M.*


Jeffrey W. Bullock, Secretary of State

6111076 8100
SR# 20212790119

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

Authentication: 203754496
Date: 07-24-21

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:27 PM 07/23/2021
FILED 03:27 PM 07/23/2021
SR 20212790119 - File Number 6111076

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 Tusk Strategies LLC

2. The Registered Office of the limited liability company in the State of Delaware is located at 251 Little Falls Drive (street), in the City of Wilmington, Zip Code 19808. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Corporation Service Company

By: /s/ Ashley Nam
Authorized Person

Name: Ashley Nam
Print or Type

LIMITED LIABILITY COMPANY AGREEMENT
OF
TUSK STRATEGIES LLC

This Limited Liability Company Agreement of Tusk Strategies LLC (this “Agreement”), dated as of August 9, 2021, is by and between Tusk Strategies, Inc., a New York corporation (the “Sole Member”), and Tusk Strategies LLC, a Delaware limited liability company (the “Company”).

WHEREAS, the Sole Member has formed the Company as a Delaware limited liability company under the Delaware Limited Liability Company Act, as amended (the “Act”); and

WHEREAS, the Sole Member desires to memorialize its agreement with respect to its ownership and management of the Company as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, it is agreed as follows:

Section 1. Organization. The Company has been organized as a limited liability company pursuant to the provisions of the Act, effective as of the date that the Certificate of Formation was filed with the Secretary of State of the State of Delaware (the “Certificate of Formation”).

Section 2. Name. The name of the limited liability company shall be:

Tusk Strategies LLC

Section 3. Purpose. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental thereto.

Section 4. Principal Office. The Company may have business offices within or without the State of Delaware as determined from time to time by the Sole Member.

Section 5. Registered Office and Registered Agent. The registered office of the Company in the State of Delaware is the Corporation Service Company, 251 Little Falls Drive, in the City of Wilmington, County of New Castle, 19808. The name of the registered agent at such address for service of process on the Company in the State of Delaware is the Corporation Service Company. The registered office and the registered agent of the Company may be changed by the Sole Member from time to time in accordance with the then applicable provisions of the Act and any other applicable laws.

Section 6. Term. The term of the Company began upon the filing of the Certificate of Formation and shall continue until dissolved in accordance with Section 15 of this Agreement.

Section 7. Sole Member. The sole member of the Company is Tusk Strategies, Inc., a New York corporation.

Section 8. Management; Powers. The business and affairs of the Company shall be managed by the Sole Member or, if appointed by the Sole Member, by one or more managers or officers or by a board of managers. The Sole Member is authorized to execute any and all documents on behalf of the Company that it deems necessary or appropriate in connection with the business of the Company. The Sole Member may also be called the Managing Member and shall be authorized to execute any and all documents on behalf of the Company in such capacity.

Section 9. Capital Contributions. The initial capitalization of the Company shall be as set forth on the books and records of the Company.

Section 10. Additional Capital Contributions. The Sole Member is not required to make any additional capital contributions to the Company, provided, however, additional capital contributions may be made at such time and in such amounts as the Sole Member shall determine.

Section 11. Allocation of Profits and Losses. The Company's profits and losses shall be allocated 100% to the Sole Member.

Section 12. Distributions. Distributions shall be made to the Sole Member at times and in the aggregate amounts determined by the Sole Member and in accordance with the same percentages as profits and losses are allocated.

Section 13. Assignments. The Sole Member may assign or transfer in whole or in part its interest in the Company.

Section 14. Admission of Additional Members. The Sole Member may cause the Company to admit one or more additional members to the Company.

Section 15. Dissolution and Liquidation.

(a) The Company may be dissolved by the Sole Member at any time. Upon the dissolution and completion of the winding up of the Company, the Certificate of Formation shall be cancelled in accordance with the provisions of the Act.

(b) Upon the dissolution of the Company, the Sole Member (or any other person designated by the Sole Member to be responsible for winding up the affairs of the Company) shall act as liquidator and proceed without any unnecessary delay to sell or otherwise liquidate the assets of the Company and pay or make due provision for the payment of all debts, liabilities and obligations of the Company. The Sole Member (or any other person designated by the Sole Member to be responsible for winding up the affairs of the Company) shall distribute the net liquidation proceeds and any other liquid assets of the Company after the payment of all debts, liabilities and obligations of the Company (including all amounts owing to the Sole Member under this Agreement or under any agreement between the Company and the Sole

Member entered into by the Sole Member other than in its capacity as a member of the Company), the payment of expenses of liquidation of the Company, and the establishment of a reasonable reserve in an amount estimated by the Sole Member (or such person designated by the Sole Member to be responsible for winding up the affairs of the Company) to be sufficient to pay any amounts reasonably anticipated to be required to be paid by the Company to the Sole Member.

Section 16. Tax Matters. The Sole Member and the Company intend that the Company be treated as an entity with a single owner that is disregarded as a separate entity for United States federal income tax purposes. The Company's fiscal and taxable year will end on December 31st of each year. The Sole Member, or its authorized agent, shall be the only person authorized to prepare, execute and file tax returns and tax reports on behalf of the Company and to represent the Company before the Internal Revenue Service and any state or local taxing authority.

Section 17. Liability of the Sole Member. The Sole Member shall not have any liability (personal or otherwise) for the obligations or liabilities of the Company except to the extent provided in the Act or any written agreement to which the Sole Member is a party and pursuant to which the Sole Member expressly agrees to be liable for such obligations or liabilities.

Section 18. Indemnification. The Company shall indemnify and hold harmless, and advance expenses to, the Sole Member and any manager or officer or other agent of the Company from and against any and all claims, demands, liabilities, damages, costs and expenses whatsoever relating to, or arising out of, actions taken or not taken by the Sole Member and any manager or officer or other agent in its capacity as such; provided, however, that no indemnification may be made to or on behalf of the Sole Member and any manager or officer or other agent if a judgment or other final adjudication adverse to the Sole Member and any manager or officer or other agent establishes (a) that his/her/its acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or (b) that he/she/it personally gained in fact a financial profit or other advantage to which he/she/it was not legally entitled.

Section 19. Miscellaneous.

(a) Severability. In the event that any one or more of the provisions contained in this Agreement or in any other document executed in connection herewith shall, for any reason, be held to be invalid, illegal or unenforceable in whole or in part, such illegality, invalidity or unenforceability, but only to the extent thereto, shall not affect any other provisions of this Agreement.

(b) Governing Law. This Agreement shall be governed by, enforceable under, and construed in accordance with the laws of the State of Delaware without giving effect to choice or conflict of law provisions.

(c) Construction. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word “including” shall mean including without limitation.

(d) Headings. Headings of sections and clauses of this Agreement are inserted for convenience of reference only and shall not affect the interpretation or be deemed to constitute a part of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement.

“Company”

TUSK STRATEGIES LLC

By: Tusk Strategies, Inc., its sole member

By: 
Name: Bradley Tusk
Title: President

“Sole Member”

TUSK STRATEGIES, INC.

By: 
Name: Bradley Tusk
Title: President

[SIGNATURE PAGE TO LIMITED LIABILITY COMPANY AGREEMENT]

FIRST AMENDMENT
TO
AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
TUSK STRATEGIES LLC

This FIRST AMENDMENT (this “Amendment”) TO AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF TUSK STRATEGIES LLC, a Delaware Limited Liability Company (the “Company”), is effective as of June 4, 2022. Capitalized terms not otherwise defined in this Amendment have the meanings ascribed to them in the Company’s Amended and Restated Limited Liability Company Agreement dated October 15, 2021 (the “Agreement”).

WHEREAS, Matthew Yale (“Yale”) is a Profits Interest Unit Member of the Company by virtue of the Company’s having granted to him 25 Class A Profits Interest Units (“PIUs”), subject to vesting under the Profits Interest Unit Grant Agreement dated October 15, 2021 by and between the Company and Yale (the “PIU Grant Agreement”);

WHEREAS, Chris Coffey is a Profits Interest Unit Member of the Company by virtue of the Company’s having granted to him 25 PIUs, subject to vesting pursuant to the Profits Interest Unit Grant Agreement, dated October 15, 2021, by and between the Company and Grantee (the “Coffey PIU Grant Agreement”).

WHEREAS, on May 5, 2022, Yale delivered to the Company a written notice of resignation, under which his employment by the Company terminated as of the date hereof and his PIUs, all of which remain unvested, were forfeited such that he is no longer a Member of the Company;

WHEREAS, the Company wishes to grant to Coffey, and Coffey wishes to accept, 6.4814 additional PIUs subject to the terms of the Coffey PIU Grant Agreement and the First Amendment to the Coffey PIU Grant Agreement, dated as of the date hereof; and

WHEREAS, to reflect the foregoing, the Company, the Manager, the Founder Member, the Common Member, and Coffey as the Company’s sole remaining Profits Interest Unit Member, desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, it is agreed as follows:

Section 1. Amendment to the Agreement. The Agreement is hereby amended as follows:

(a) Yale shall no longer be a Member of the Company, and all references to “Profits Interest Unit Member” or “Member” in the Agreement shall no longer apply to Yale.

(b) Section 5.10(c)(i) is hereby restated entirely as follows:

“5.10(c)(i) Other than (i) in connection with a liquidation or Sale of the Company or (ii) in respect of Tax Distributions pursuant to Section 5.10(b), if Manager determines to distribute any of the Company’s assets to the Members, all such assets shall be distributed to the Members *pro rata* according to their respective, vested Membership Interests; *provided, however*, that distributions under this Section 5.10(c)(i) on account of any vested Profits Interest Unit shall not exceed the the product of (x) the Membership Interest represented by the vested Profits Interest Unit and (y) the Company’s Net Income from the date on which the Company issued the vested Profits Interest Unit through the record date for the distribution.”

(c) Section 5.10(c)(ii)(B) is hereby amended and restated entirely as follows:

Second, the holder of the Class A Profits Interest Units until it has received an amount equal to the product of (i) the aggregate amount distributed pursuant to Section 5.10(c)(ii)(A) above and (ii) its vested Class A Membership Interest.

(d) Section 3.7 of the Agreement is hereby amended and restated entirely as follows:

“3.7 Fractional Units. Fractional Common Units and Profits Interest Units may be issued, with any such fractional Units rounded to the fourth decimal place.”

(e) Schedule A to the Agreement is hereby replaced in its entirety by Schedule A attached to this Amendment:

Section 2. Remainder of Agreement Unaffected; Conflicts. Except as specifically amended by this Amendment, the terms, conditions and provisions of the Agreement shall remain operative and in full force and effect and the parties hereby ratify and confirm the terms, conditions and provisions of the Agreement as amended pursuant to this Amendment. In the event there is a conflict between the terms of the Agreement and the terms of this Amendment, the terms provided in this Amendment shall control. All references in the Agreement to “this Agreement” shall hereafter mean the Agreement as amended by this Amendment.

Section 3. Representations and Warranties. Each party hereto represents and warrants to the other parties hereto that such party has all requisite power, authority and legal capacity to

execute and deliver this Amendment. This Amendment has been duly and validly executed and delivered by such party.

Section 4. Miscellaneous.

(a) This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Execution of this Amendment by facsimile transmission (including the delivery of documents in Adobe PDF format) shall constitute execution and delivery of this Amendment for all purposes with the same force and effect as execution and delivery of an original manually signed copy hereof.

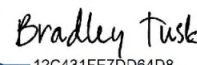
(b) THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE.

[Signature Page Follows]

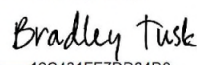
IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed as of the date set forth above.

“Company”

TUSK STRATEGIES LLC

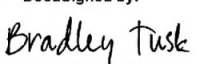
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By: 12C431FE7DD64D8...
Name: Bradley Tusk
Title: Manager

“Manager”

DocuSigned by:

12C431FE7DD64D8...
Bradley Tusk

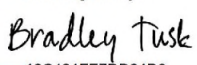
“Founder Member”

TUSK STRATEGIES HOLDINGS INC.

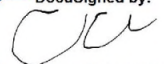
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By: 12C431FE7DD64D8...
Name: Bradley Tusk
Title: President

“Common Member”

TUSK STRATEGIES HOLDINGS INC.

DocuSigned by:

By: 12C431FE7DD64D8...
Name: Bradley Tusk
Title: President

“Profits Interest Unit Member”

DocuSigned by:

6E3AB9EC9E4D4B8...
Chris Coffey

[SIGNATURE PAGE TO FIRST AMENDMENT TO AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF TUSK STRATEGIES LLC]

Schedule A**Members**

<u>Member</u>	<u>Number of Common Units</u>	<u>Number of Class A Profits Interest Units</u>	<u>Number of Class B Profits Interest Units</u>	<u>Membership Interest (%)</u>
Tusk Strategies Holdings Inc.	283.3333	0	0	90%
Chris Coffey	0	31.4814*	0	10%*
TOTAL(S)	283.3333	31.4814*	0	100.00%

* Subject to vesting pursuant to the Profits Interest Unit Grant Agreement, dated October 15, 2021, by and between the Company and Chris Coffey, as amended by the First Amendment dated as of the date hereof.

SECOND AMENDMENT
TO
AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
TUSK STRATEGIES LLC

This SECOND AMENDMENT TO AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF TUSK STRATEGIES LLC, a Delaware Limited Liability Company (the “Company”), is dated May 19, 2023 and will be effective as of July 1, 2023. Capitalized terms not otherwise defined in this amendment have the meanings ascribed to them in the Company’s Amended and Restated Operating Agreement dated October 15, 2021 (the “Operating Agreement”).

The Company wants to further amend the Operating Agreement to reflect a grant to Chris Coffey (“Coffey”), the Company’s sole Profits Interest Unit Member, of an additional 16.6667 Class A Profits Interest Units (“PIUs”).

The Company, the Manager, the Founder Member, the Common Member, and Coffey therefore agree as follows:

Section 1. *Amendment to the Operating Agreement.* The Operating Agreement is hereby amended as follows:

(a) Schedule A to the Operating Agreement is hereby replaced in its entirety by Exhibit A attached to this amendment:

Section 2. *Remainder of Agreement Unaffected.* Except as specifically amended by this amendment, the Operating Agreement will remain operative and the parties hereby ratify its terms as amended by this amendment.

Section 3. *Representations and Warranties.* Each party represents and warrants to the other parties that it has all requisite power, authority and capacity to execute this amendment, and that it has validly done so.

Section 4. *Miscellaneous.*

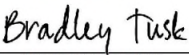
(a) This amendment may be executed in several physical or electronic counterparts.

(b) THE PARTIES INTEND THAT THIS AMENDMENT BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE.

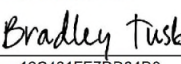
The parties have signed this amendment as of the date set forth above.

“Company”

TUSK STRATEGIES LLC

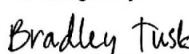
DocuSigned by:
By: 
Name: Bradley Tusk
Title: Manager

“Manager”

DocuSigned by:

Bradley Tusk

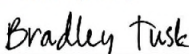
“Founder Member”

TUSK STRATEGIES HOLDINGS INC.

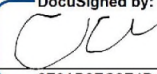
DocuSigned by:
By: 
Name: Bradley Tusk
Title: President

“Common Member”

TUSK STRATEGIES HOLDINGS INC.

DocuSigned by:
By: 
Name: Bradley Tusk
Title: President

“Profits Interest Unit Member”

DocuSigned by:

Chris Coffey

[SIGNATURE PAGE TO FIRST AMENDMENT TO AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF TUSK STRATEGIES LLC]

Schedule A**Members**

Member	Number of Common Units	Number of Class A Profits Interest Units	Number of Class B Profits Interest Units	Membership Interest (%)
Tusk Strategies Holdings Inc.	283.3333	0	0	85%
Chris Coffey	0	50.0000*	0	15%*
TOTAL(S)	283.3333	50.0000*	0	100.00%

* Subject to vesting pursuant to the Profits Interest Unit Grant Agreement, dated October 15, 2021, by and between the Company and Chris Coffey, as amended by the First Amendment thereto, dated as of June 4, 2022, and the Second Amendment thereto dated as of the date hereof.

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

9/3/2024

Chris Coffey

