

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF
THE KERIK GROUP LLC**

This Limited Liability Company Operating Agreement ("**Agreement**") of The Kerik Group LLC, a New Jersey limited liability company (the "**Company**") is made as of the March 20, 2025, by Bernard Kerik (the "**Member**").

WHEREAS, the Company was formed as a limited liability company pursuant to the New Jersey Revised Uniform Limited Liability Company Act, N.J.S.A. 42:2C-2 et seq., as amended from time to time (the "**Act**"), by the filing of a Certificate of Formation of the Company (the "**Certificate**"), with the office of the Secretary of State of the State of New Jersey on October 10, 2013.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

ORGANIZATION

Section 1.1 Name. The name of the Company is The Kerik Group LLC.

Section 1.2 Purpose and Powers. 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. The Company shall possess and may exercise all of the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

Section 1.3 Duration. The duration of the Company is perpetual, unless sooner terminated pursuant to any provisions of this Agreement or as otherwise provided by law.

Section 1.4 Registered Agent and Office. The Company's registered agent and office in New Jersey shall be the Member, with an office located at 905 Old Mill Road, Franklin Lakes, NJ 07417. At any time, the Member may designate another registered agent and/or registered office.

Section 1.5 Principal Place of Business. The principal place of business of the Company shall be at 905 Old Mill Road, Franklin Lakes, NJ 07417, or such other location as the Member may specify from time to time.

Section 1.6 Qualification Under Other Names and in Other Jurisdictions. The Member shall cause the Company to be qualified, formed or registered under its own name or under assumed or fictitious names, as applicable, according to (and as required by) statutes or similar laws in any jurisdiction in which the Company transacts business.

Section 1.7 Tax Treatment. The Member intends that the Company be treated as a disregarded entity for federal and all relevant state and local income tax purposes and the Company and the Member shall take appropriate action to effectuate that intent.

Section 1.8 Admission of Member; The Member's Membership Interest. The Member is admitted as the sole member of the Company and owns 100% of the membership interests in the Company. The Member hereby agrees that its membership interest in the Company is for all practical purposes personal property. The Member has no interest in specific Company property.

ARTICLE II

MANAGEMENT AND OPERATION OF BUSINESS

Section 2.1 *Management.* The management of the Company's business and affairs shall be vested solely in the Member, who shall have all powers to control and manage the business and affairs of the Company and may exercise all powers of the Company.

Section 2.2 *Officers, Agents, etc.* The Member may delegate functions relating to the day-to-day operations of the Company to such officers, employees or others as it may from time to time designate. Such officers, employees or others shall have such duties, powers, responsibility and authority as may from time to time be prescribed by the Member, and may be removed at any time, with or without cause, by the Member. The Member shall have in its power the right to appoint an executive director or one or more boards as it may from time to time designate.

ARTICLE III

CAPITAL CONTRIBUTIONS; DISTRIBUTIONS

Section 3.1 *Capital Contributions.* The Member may contribute cash or other property to the Company as it shall decide, from time to time (each such contribution, a "*Capital Contribution*"). The Member is not required to make any Capital Contribution to the Company.

Section 3.2 *Distributions.* At such time(s) as the Member shall determine, the Member shall cause the Company to distribute any cash held by it which is neither reasonably necessary for the operation of the Company nor otherwise in violation of the Act or other applicable law.

ARTICLE IV

LIABILITY, EXCULPATION AND INDEMNIFICATION

Section 4.1 *Limited Liability.* Neither the Member, nor any officers, employees or other bodies of the Company (collectively, "*Covered Persons*") shall have any liability under a judgment, decree or order of court, or in any other manner, for a debt, obligation or liability of the Company, in each case except to the extent required by the Act.

Section 4.2 *Exculpation and Indemnity.* A Covered Person shall not be liable or accountable in damages or otherwise to the Company or any other Covered Person for any act or omission done or omitted by him in good faith, unless such act or omission constitutes gross negligence, willful misconduct, or a breach of this Agreement on the part of the Covered Person. The Company shall, to the fullest extent permitted by applicable law, indemnify each Covered Person against any loss, damage, judgment or claim incurred by or asserted against the Covered Person (including reasonable attorneys' fees incurred in the defense thereof) arising out of any act or omission of the Covered Person in connection with the Company, unless such act or omission constitutes gross negligence, willful misconduct or a breach of this Agreement on the part of the Covered Person; provided, however, that any indemnity under this Section 4.2 shall be provided out of and to the extent of Company assets only, and the Member shall not have any personal liability on account thereof.

Section 4.3 *Expenses.* The Member may authorize, in its sole discretion and to the fullest extent permitted by applicable law, the advance by the Company from time to time of expenses (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding, prior to the final disposition of such claim, demand, action, suit or proceeding, upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 4.2 hereof.

ARTICLE V

DISSOLUTION

Section 5.1 *Events Causing Dissolution.* The Company shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events:

- a) the written consent of the Member to dissolve the Company;
- b) the entry of a decree of judicial dissolution under Section 42:2C-48 the Act; or
- c) the bankruptcy, dissolution, or withdrawal (without substitution) of the Member.

Section 5.2 *Distributions Upon Dissolution.* Upon the occurrence of an event set forth in Section 5.1 hereof, the Member shall be entitled to receive, after paying or making reasonable provision for all of the Company's creditors to the extent required by Section 42:2C-47 of the Act, the remaining funds of the Company.

ARTICLE VI

MISCELLANEOUS

Section 6.1 *Amendment.* This Agreement may be amended only in a writing signed by the Member.

Section 6.2 *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their successors, legal representatives and assigns.

Section 6.3 *Interpretation.* Except as otherwise expressly provided in this Agreement or as the context otherwise requires, the following rules of interpretation apply to this Agreement: (i) the singular includes the plural and the plural includes the singular; (ii) "or" and "any" are not exclusive and the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation"; (iii) a reference to a person or entity includes its successors and permitted assigns; and (iv) a reference in this Agreement to a Section or Exhibit is to the referenced Section or Exhibit of this Agreement.

Section 6.4 *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall for all purposes constitute one agreement which is binding on all parties hereto.

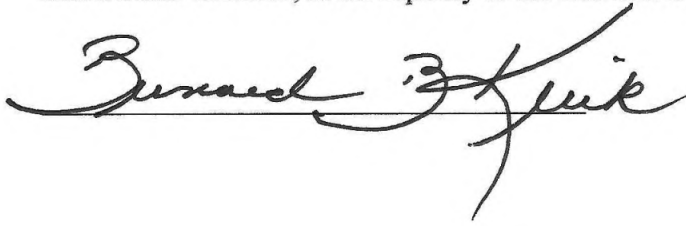
Section 6.5 *Severability.* Except as otherwise provided in the succeeding sentence, every term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement. The preceding sentence shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any party to lose the benefit of its economic bargain.

Section 6.6 *Governing Law.* This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of New Jersey, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws that might refer the governance or construction of this Agreement to the law of another jurisdiction.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above stated.

BERNARD KERIK, in his capacity as the sole member of the Company

A handwritten signature in black ink, appearing to read "Bernard Kerik", written over a horizontal line.

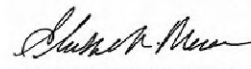
STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATE (CERTIFIED COPY)

Corporation Name: THE KERIK GROUP LLC
Business Id: 0400607053
Certificate Number: 6000260332

I, THE TREASURER OF THE STATE OF NEW JERSEY, DO HEREBY CERTIFY, THAT THE ABOVE NAMED BUSINESS DID FILE AND RECORD IN THIS DEPARTMENT AN ORIGINAL CERTIFICATE ON October 10, 2013 AND THAT THE ATTACHED IS A TRUE COPY OF THIS DOCUMENT AS THE SAME IS TAKEN FROM AND COMPARED WITH THE ORIGINAL(S) FILED IN THIS OFFICE AND NOW REMAINING ON FILE AND OF RECORD.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY
HAND AND AFFIXED MY OFFICIAL SEAL AT
TRENTON, THIS
March 19, 2025 A.D.




ELIZABETH MAHER MUOIO
STATE TREASURER

VERIFY THIS CERTIFICATE ONLINE AT

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF FORMATION

THE KERIK GROUP LLC
0400607053

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 10/10/2013 and was assigned identification number 0400607053. Following are the articles that constitute its original certificate.

1. **Name:**
THE KERIK GROUP LLC
2. **Registered Agent:**
LEGALINC CORPORATE SERVICES INC.
3. **Registered Office:**
1200 ROUTE 22 EAST
BRIDGEWATER, NJ 08807
4. **Business Purpose:**
RISK MANAGEMENT CONSULTING
5. **Members/Managers:**
BERNARD KERIK
905 OLD MILL ROAD
FRANKLIN LAKES , NJ 07417
6. **Main Business Address:**
905 OLD MILL ROAD
FRANKLIN LAKES, NJ 07417

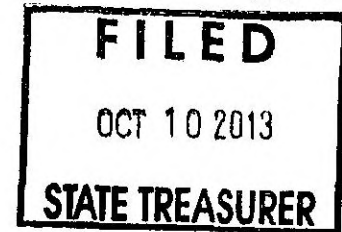
Signatures:
MARSHA SIHA
AUTHORIZED REPRESENTATIVE



Certificate Number: 129856370

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp



IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
11th day of October, 2013

A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P Sidamon-Eristoff
State Treasurer

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.

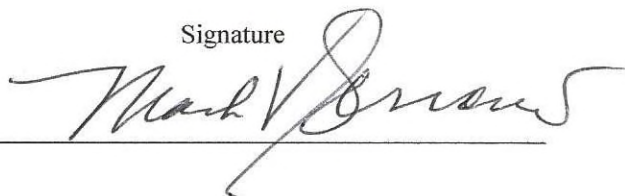
Date

Printed Name

Signature

4/10/2025

MARK SERRANO



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

4/10/25

ERIK, BERNARD

