

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:19 PM 07/25/2019
FILED 04:19 PM 07/25/2019
SR 20196161896 - File Number 7532073

CERTIFICATE OF FORMATION


OF

SHW PARTNERS LLC

FIRST: The name of the limited liability company is SHW Partners LLC.

SECOND: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 25th day of July 2019.



Peter Deutsch, Authorized Person

LIMITED LIABILITY COMPANY AGREEMENT

OF

SHW PARTNERS LLC

Dated: August 1, 2019

LIMITED LIABILITY COMPANY AGREEMENT

This **LIMITED LIABILITY COMPANY AGREEMENT** dated August 1, 2019 (this "Agreement") of **SHW PARTNERS LLC**, a Delaware limited liability company (the "Company"), is made by **JASON MILLER** (the "Member").

WITNESSETH:

WHEREAS, the Company is a limited liability company organized under the Delaware Limited Liability Company Act (6 Del. C. §18-101, et. seq.), as amended (the "Act"); and

WHEREAS, the Member owns 100% of the limited liability company interests of the Company;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and intending to be legally bound hereby, the Member hereby agrees as follows:

Section 1. Name. The name of the Company is SHW Partners LLC or such other name as may be determined from time to time by the Member. The Certificate of Formation of the Company was filed in the office of the Secretary of State of the State of Delaware on July 25, 2019.

Section 2. Principal Place of Business. The initial principal place of business of the Company shall be maintained at 4532 Lee Highway, #571, Arlington, Virginia 22207 or such other principal place of business 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, both within and without the State of Virginia, as the Member may from time to time determine.

Section 3. Purpose; Powers. The business purpose of the Company is to engage in any and all business activities permitted under the Act. The Company shall possess and may exercise all the powers and privileges granted by the Act, any other applicable law or this Agreement, together with any powers incidental thereto, and may take any other action not prohibited under the Act or other applicable law, so far as such powers and actions are necessary or convenient to the conduct, promotion or attainment of the business, purposes or activities of the Company.

Section 4. Capital Contributions and Distributions. The Member shall contribute to the capital of the Company in such amounts and at such times as the Member may deem appropriate in his sole discretion. Distributions (including distributions in liquidation) shall be made to the Member.

Section 5. Tax Characterizations; Tax Allocations. During the period in which it has a single member, the Company shall be characterized and treated as an entity disregarded as an entity separate from its owner pursuant to Treas. Reg. §301.7701-3(b)(1)(ii) promulgated under the Internal Revenue Code of 1986, as amended (the "Code"). Accordingly, except as otherwise required by the Code, all items of income, gain, loss, deduction and credit as determined for book and federal income tax purposes shall be allocated to the Member.

Section 6. Management.

(a) The management of the Company's business shall be vested in the Member.

(b) The Member shall have the power to do any and all acts necessary or convenient to, or in furtherance of, the purposes described herein, including all powers, statutory or otherwise, possessed by members under the laws of the State of Delaware. The Member is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file amendments to the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any documents necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

Section 7. Fiscal Year. The fiscal year end of the Company shall be December 31st.

Section 8. Term. The term of the Company commenced on July 25, 2019 and shall continue until termination upon the first to occur of the following:

- (a) The election to terminate the Company made in writing by the Member;
- (b) The entry of a decree of judicial dissolution under Section 18-802 of the Act; or
- (c) Dissolution required by operation of law.

The Member shall not have the right to continue the business of the Company upon the occurrence of an event of dissolution of the Company. Upon any such dissolution, the Member shall proceed to liquidate the assets of the Company.

Section 9. Indemnification.

(a) To the fullest extent permitted by the Act, the Company shall indemnify each Indemnitee (as hereinafter defined) from and against any and all losses, claims, damages, liabilities (joint or several), expenses (including, without limitation, attorneys' fees and other legal fees and expenses), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits or proceedings (whether the same be civil, criminal, administrative or investigative) which relate to the business and affairs of the Company in which the Indemnitee may be involved, or is threatened to be involved, as a party or otherwise.

(b) The indemnification provided by this Section 9 shall be in addition to any other rights to which an Indemnitee or any other Person (as hereinafter defined) may be entitled under any agreement executed by the Member, as a matter of law or otherwise, and shall continue as to an Indemnitee who has ceased to serve in such capacity unless otherwise provided in a written agreement pursuant to which such Indemnitee is indemnified. For purposes of this Agreement, "Person" shall mean any individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company, limited liability limited partnership, or other legal entity or organization, whether domestic or foreign.

(c) In no event may an Indemnitee subject the Member to personal liability by reason of the indemnification provisions set forth in this Section 9.

(d) The provisions of this Section 9 are for the benefit of each Indemnitee, his heirs, successors and assigns and shall not be deemed to create any rights for the benefit of any other Person. Any amendment, modification or repeal of this Section 9 or any provision hereof shall be prospective only and shall not in any way affect the limitations on the Company's liability to any Indemnitee under this Section 9 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

(e) As used in this Section 9, "Indemnitee" shall mean (i) any Person made a party to a proceeding by reason of (A) his status as (x) the Member, (y) a member, partner or shareholder of the Member, or (z) a Manager or officer of the Company, of the Member or of any direct or indirect member, partner or shareholder of the Member; or (B) his liability, pursuant to a loan, guarantee or otherwise, for any indebtedness of the Company or any subsidiary thereof (including, without limitation, any indebtedness which the Company or any subsidiary thereof has assumed, or subject to which it has taken assets), and (ii) any other such Person as the Member may designate from time to time (whether before or after the event giving rise to potential liability), in his sole and absolute discretion.

Section 10. Liability of the Member. The Member shall not have liability for the debts, obligations or liabilities of the Company, except to the extent required under the Act. The Member shall not have any liability to restore any negative balance in his capital account.

Section 11. No Restrictions on Ability to Pledge. Notwithstanding any other provision in this Agreement, no consent of the Member shall be required to permit the Member to pledge his limited liability company interest as security for a loan to such Member, the Company or any of their respective affiliates.

Section 12. Miscellaneous.

(a) Amendment. This Agreement may be amended only pursuant to an instrument signed by the Member.

(b) Binding Effect. This Agreement has been adopted to govern the operation of the Company and shall be binding on and inure to the benefit of the Member and his respective successors and permitted assigns.

(c) Waiver. No failure or delay on the part of the Member in exercising any right, power or privilege hereunder, and no course of dealing of the Member or between the Member and the Company shall operate as a waiver thereof, nor shall any single or partial

exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(d) Severability. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by any court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby and shall continue in full force and effect. To the extent that any provision hereof is deemed to be unenforceable under applicable law, it shall be replaced with an enforceable provision to the same or nearest possible equivalent effect.

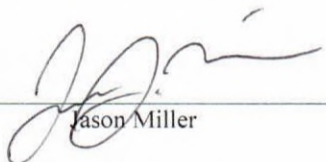
(e) No Third Party Beneficiaries. The Member does not intend the benefits of this Agreement or any provision hereof to inure to any third party, and this Agreement shall not be construed as creating any rights, claims, interests or causes of action against, or waivers by, the Member in favor of any third party.

(f) Construction. Whenever the context requires, the gender of any word used in this Agreement includes the masculine, feminine or neuter, and the number of any word includes the singular or plural. All references to sections refer to sections of this Agreement. The headings in this Agreement are for convenience only and do not form a part of this Agreement and shall not affect its interpretation.

(g) Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Member with regard to the matters described herein and supersedes any and all prior or contemporaneous agreements and understandings, express or implied, oral or written, with respect to the subject matter hereof.

(h) Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to the conflicts of laws principles thereof.

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



Jason Miller

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

4/24/2025

Kathleen H. Shannon

