

**JOINT WRITTEN ACTION OF THE  
SOLE MEMBER AND THE MANAGERS  
OF  
CBS TP LLC,  
a South Dakota limited liability company**

THIS JOINT WRITTEN ACTION is effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (this "Action"), executed by the undersigned, as the sole member (the "Member") and the Manager (as defined herein) of CBS TP LLC, a South Dakota limited liability company (the "Company"), who hereby waive notice of the time, place and purpose of the organizational meeting of the Company and the holding of such meeting and hereby take the following actions by written action for the purpose of adopting an operating agreement, electing managers of the Company and the organization of the Company, such actions to have the effect of a vote at a duly constituted meeting.

**1. ARTICLES OF ORGANIZATION**

RESOLVED, that the Member hereby acknowledges that the Articles of Organization of the Company were filed with the Secretary of State of the State of South Dakota on December 26, 2024 and it is a duly constituted South Dakota limited liability company;

FURTHER RESOLVED, that the Member hereby acknowledges that the South Dakota Secretary of State issued a Certificate of Organization for the Company on December 26, 2024 and assigned the Company an organizational identification number of DL289707; and

FURTHER RESOLVED, that the Member hereby approves and ratifies the Articles of Organization and the Certificate of Organization.

**2. OPERATING AGREEMENT**

RESOLVED, that the Operating Agreement with an effective date as of even date herewith (the "Operating Agreement") be and it hereby is adopted as the Operating Agreement of the Company, and the Member and/or the Manager of the Company shall be authorized to execute a certificate with respect to the authenticity thereof.

**3. ELECTION OF MANAGER**

RESOLVED, that, as provided in the Articles of Organization and the Operating Agreement, the Company shall be "manager-managed," and DAVID CUETOS is hereby elected as Manager of the Company (the "Manager").

**4. BANKING RESOLUTIONS**

RESOLVED, that the Manager is authorized in the name and on behalf of the Company to establish such bank accounts with such banks and in such cities and states as the Manager

shall deem necessary or desirable, and such bank accounts shall be established in accordance with and governed by the general rules and regulations of such banks;

FURTHER RESOLVED, that the Manager hereby approves and adopts any and all additional depository resolutions required by any such bank as may be necessary to facilitate the establishment of such bank accounts;

FURTHER RESOLVED, that the Manager shall be authorized to (i) sign checks in the name of and on behalf of the Company, (ii) make deposits into the accounts of the Company and (iii) withdraw funds from such accounts, and such depository resolutions approved hereby shall be in conformity with such authorizations; and

FURTHER RESOLVED, that the Manager is hereby authorized to certify to any such bank that the depository resolutions in the particular form required by such bank were duly adopted and approved by the Member of the Company as of the date of this Action, or any dates subsequent hereto, and the Manager is instructed to include a copy of any such resolution in the books and records of the Company.

**5. ADMISSION OF MEMBER, ACCEPTANCE OF CAPITAL CONTRIBUTION, AND ISSUANCE OF MEMBERSHIP INTEREST**

RESOLVED, that the Member hereby affirms and acknowledges that the Member was admitted as a member of the Company pursuant to that certain Agreement of the Organizer and Member dated of even date herewith; and

FURTHER RESOLVED, that the Member's contributions to the capital of the Company be accepted in the amounts recorded in the books and records of the Company and that the membership interest in the Company be issued to the Member as set forth on Exhibit A to the Operating Agreement.

**6. EIN**

RESOLVED, that a separate Employer Identification Number will be obtained for the Company. The Managers are hereby authorized to obtain such separate EIN or to authorize a Third-Party Designee to obtain the same.

**7. FISCAL YEAR**

RESOLVED, that the fiscal year of the Company shall end on December 31 of each year.

**8. REGISTERED OFFICE AND AGENT**

RESOLVED, that the registered office and agent of the Company shall be as set forth in the Articles of Organization.

## **9. RESIGNATION AND INDEMNIFICATION OF ORGANIZER**

RESOLVED, that the Company hereby accepts the Organizer's resignation as set forth in that certain Agreement of the Organizer and Member dated of even date herewith; and

FURTHER RESOLVED, that the Company shall indemnify and hold the Organizer harmless for all acts taken by the Organizer on behalf of the Company, and shall pay all costs and expenses incurred by or imposed upon the Organizer as a result of the same, including compensation based upon the usual charges for any time expenditures required of the Organizer in pursuit of the defense against any liability arising on the account of acting as Organizer or arising on account of enforcing the indemnification right hereunder, and the Company releases the Organizer from all liability for any such act as organizer not involving willful or grossly negligent misconduct.

## **10. OMNIBUS RESOLUTION**

RESOLVED, that the Manager is hereby authorized and empowered, in the name and on behalf of the Company, to do and perform all such further acts and things including, but not limited to, making all necessary filings, and executing and delivering, and where necessary or appropriate, filing with the appropriate governmental authorities, all such certificates, contracts, bonds, agreements, documents, instruments, receipts, or other papers and making all such payments, including payments of all fees and expenses (including any fees and expenses incurred to organize the Company), as in the judgment of the Managers shall be necessary, desirable or appropriate to carry out and effectuate each of the foregoing resolutions, and that any and all actions taken by the Managers in connection therewith are hereby ratified, confirmed, and approved.

## **11. SIGNATURES**

RESOLVED, that this Action may be signed (i) in counterparts, which, when taken together, shall constitute a fully executed original of this Action and (ii) electronically, with such electronic signatures having the same validity and effect has a handwritten signature. An original, handwritten signature transmitted by facsimile or email shall be deemed to be an original for purposes of this instrument.

**[Signature Page to Follow]**

IN WITNESS WHEREOF, the undersigned has executed this Action effective as of the day and year first indicated above.

**MEMBER**

CBS PURPOSE TRUST under agreement  
dated March 7, 2025

By: BRIDGFORD TRUST COMPANY LLC  
Its: Trustee

By:   
Its: Gen. VP / Gen. TD

March 7, 2025  
Date

**COMPANY**

CBS TP LLC,  
a South Dakota limited liability company

By: \_\_\_\_\_  
DAVID CUETOS  
Its: Manager

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the undersigned has executed this Action effective as of the day and year first indicated above.

**MEMBER**

CBS PURPOSE TRUST under agreement  
dated \_\_\_\_\_, 20\_\_


By: BRIDGFORD TRUST COMPANY LLC  
Its: Trustee

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_ Date

**COMPANY**

CBS TP LLC,  
a South Dakota limited liability company

By:  \_\_\_\_\_  
DAVID CUETOS  
Its: Manager

6/2/2025  
\_\_\_\_\_ Date

