

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 FORMATION OF "USSA INTERNATIONAL LLC", FILED IN THIS OFFICE ON THE ELEVENTH DAY OF JULY, A.D. 2019, AT 11:51 O`CLOCK A.M.




Jeffrey W. Bullock, Secretary of State

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SR# 20195917853

Authentication: 203196279
Date: 07-11-19

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

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:51 AM 07/11/2019
FILED 11:51 AM 07/11/2019
SR 20195917853 - File Number 7510288

CERTIFICATE OF FORMATION

OF

USSA INTERNATIONAL LLC

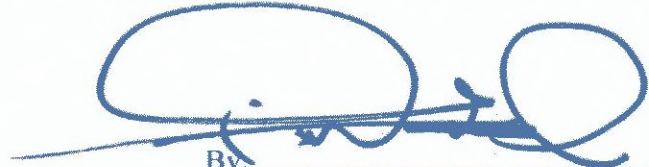
This Certificate of Formation of USSA International LLC (the "Company"), dated as of July 11, 2019, is being duly executed and filed by the undersigned, as the Sole Organizer, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. 18-101, et seq.).

FIRST. The name of the limited liability company hereby formed is USSA International LLC.

SECOND. The address of the registered office of the Company in the State of Delaware is c/o Universal Registered Agents, Inc., 12 Timber Creek Lane, Newark, County of New Castle, Zip Code 19711.

THIRD. The name and address of the registered agent for services of process on the LLC in the State of Delaware is Universal Registered Agents, Inc., 12 Timber Creek Lane, Newark, County of New Castle, Zip Code 19711.

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



By: _____
His Excellency Mr. Yasir Othman Al-Rumayyan
Sole Organizer

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
USSA INTERNATIONAL LLC**

This **AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT** (this "Agreement") of USSA International LLC (the "Company") is effective as of Dec 22, 2019 and is entered into by the Public Investment Fund of Saudi Arabia, as the sole member (the "Member").

RECITALS

WHEREAS, the Company was formed as a limited liability company on July 11, 2019 in accordance with the Act (as defined below) in order to conduct the businesses described herein, and entered into the original limited liability company agreement of the Company on such date; and

WHEREAS, the Members are entering into this Agreement to amend and restate the limited liability company agreement of the Company to provide for, among other things, the management of the business and affairs of the Company and certain other matters.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein, the Member and the Company hereby agree as follows:

1. Formation of Limited Liability Company. The Company is hereby formed as a limited liability company pursuant to the provisions of the Delaware Limited Liability Company Act, 6 Del. C §18-101, *et seq.*, as it may be amended from time to time, and any successor to such statute (the "Act"). The rights and obligations of the Member, the Manager (as defined below) and the administration and termination of the Company shall be governed by this Agreement and the Act. This Agreement shall be considered the "Limited Liability Company Agreement" of the Company within the meaning of Section 18-101(7) of the Act. To the extent this Agreement is inconsistent in any respect with the Act, to the fullest extent permitted by the Act, this Agreement shall control. His Excellency Mr. Yasir Othman Al-Rumayyan (the "Manager") is hereby designated as an "authorized person" within the meaning of the Act, and has executed, delivered and filed, or caused for the delivery and filing of, the Certificate of Formation of the Company with the Secretary of State of the State of Delaware (such filing being hereby approved and ratified in all respects). The Manager, as an authorized person, within the meaning of the Act, shall execute, deliver and file, or cause the execution, delivery and filing of, all certificates (and any amendments and/or restatements thereof) required or permitted by the Act to be filed in with the Secretary of State of the State of Delaware. The Manager shall execute, deliver and file, or cause the execution, delivery and filing of, any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any other jurisdiction in which the Company may wish to conduct business.

2. Members. The Public Investment Fund of Saudi Arabia is hereby admitted as the sole member of the Company upon its execution and delivery of this Agreement.

3. Purpose. The purpose of the Company is to engage in any and all other lawful businesses or activities in which a limited liability company may be engaged under applicable law (including, without limitation, the Act).

4. Name. The name of the Company may be amended at any time, and the Company may do business using any other name, in each case as the Member determines in its sole discretion.

5. Registered Agent and Principal Office. The registered agent of the Company in the State of Delaware shall be c/o Universal Registered Agents, Inc., 12 Timber Creek Lane, Newark, new Castle County, Delaware 19711. The mailing address of the Company shall be 3884 – Alnakheel, ITCC, Building CS-01, Prince Turki bin Abdul Aziz Al-Awal Road, Riyadh, Kingdom of Saudi Arabia. The Company may have such other offices as the Manager may designate from time to time.

6. Term of Company. The Company shall commence on the date set forth as the “effective date” as set forth in a Certificate of Formation of the Company that has been properly filed with the Secretary of State of the State of Delaware and shall continue in existence in perpetuity unless its business and affairs are earlier wound up following dissolution at such time as this Agreement may specify.

7. Management of Company.

(a) Management Generally. Except as otherwise provided in this Agreement or by applicable law, the power and authority to manage, direct and control the Company will be vested in the Manager, subject to the direction of such Manager. The Manager will have full, complete and exclusive authority to manage, direct and control the business, affairs and properties of the Company, and to perform any and all other acts or activities customary or incident to the management of the Company’s activities, including all actions taken in connection with the management of any entity to which the Company provides services as a general partner, managing member, manger or officer. The Manager shall constitute the “manager” (as that term is defined in the Act) of the Company.

(b) Authority of the Manager. Unless explicitly provided otherwise in this Agreement, the Manager shall have the power, right and authority on behalf and in the name of the Company to carry out any and all of the objects and purposes of the Company and to perform all acts which the Manager, in his sole discretion, may deem necessary or desirable. Such powers shall include, without limitation:

- a. Negotiate, complete, execute, acknowledge, deliver and perform obligations under any and all agreements, deeds, receipts, certificates, filings and other documents for and on behalf of the Company.
- b. Open bank accounts for the Company and designate persons authorized to sign check, notes or other instruments.

- c. File any employment-related document, including but not limited to Employer Identification Number application on Internal Revenue Service Form SS-4.
- d. Pay on behalf of the Company any fees and/or expenses incident and necessary to perfect the formation of the Company

8. Delegation of Authority. The Manager may delegate any of the powers which are conferred under this Agreement and the Act: (i) to any person or committee, (ii) by such means (including by power of attorney), (iii) to such an extent, (iv) in relation to such matters or territories and (v) on such terms and conditions as he thinks fit. Any person or committee to whom a delegation is made shall serve in the capacity and have such powers as delegated unless and until such delegation is revoked by the Manager (if the delegation was by the Manager) and/or the Member in whole or in part for any reason or no reason whatsoever, with or without cause, or such person or committee member resigns. Any person or committee, pursuant to a delegation, shall have such powers as are granted to the Manager by this Agreement, including the power to execute documents on behalf of the Company provided however, that no such delegation by the Manager or the Member shall cause the Manager to cease to be the “manager” of the Company within the meaning of the Act. Unless the authority in question is limited in the document appointing such person or committee or is otherwise specified by the Manager or Member, any person or committee so appointed shall have the same authority to act for the Company as a corresponding “officer” of a Delaware corporation would have to act for a Delaware corporation in the absence of a specific designation. All actions taken by a person or committee shall be binding on the Company. For the avoidance of doubt, all persons or committees may not assign any rights, authority or duties designated to him or her pursuant to this Section 8.

9. Limitation of Liability; Indemnification; Duties.

(a) To the fullest extent permitted by law, none of (i) the Member (in its capacity as Member) and the Manager (in his capacity as Manager), (ii) the affiliates, agents, officers, partners, employees, representatives, directors, members or shareholders of the Member or the Company and (iii) each former officer, director, employee, or member (collectively, the “Indemnitees”) acting in accordance with this Agreement shall be liable, responsible, or accountable, in damages or otherwise, to the Company or the Member thereof for doing any act or failing to do any act, whether before, on or after the date hereof, the effect of which may cause or result in loss or damage to the Company or the Member if: (A) the act or failure to act of such Indemnitee was in good faith, in a manner it reasonably believed to be within the scope of such Indemnitee’s authority and in a manner it reasonably believed to be in, or not inconsistent with, the best interest of the Company; and (B) the conduct of such person did not constitute fraud, willful misconduct, gross negligence or a material breach of this Agreement.

(b) The Company shall defend, indemnify and hold harmless any Indemnitee to the greatest extent permitted by law against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, costs, expenses and disbursements of any kind or nature whatsoever, and all costs of investigation in connection therewith, as a result of any claim, threatened action or legal proceeding by any person (including, without limitation, by or through the Company, any subsidiary and/or the Member), or otherwise imposed upon or incurred by such Indemnitee, relating to the performance or nonperformance of any act

concerning the activities of the Company or a subsidiary, whether before, on or after the date hereof, if: (i) the act or failure to act of such Indemnitee was in good faith, within the scope of such Indemnitee's authority and in a manner it reasonably believed to be in, or not inconsistent with, the best interest of the Company or such subsidiary; and (ii) the conduct of such Indemnitee did not constitute fraud, willful misconduct, gross negligence or a material breach of a material provision of this Agreement. The indemnification authorized by this subsection (b) shall include any judgment, award, settlement, the payment of reasonable attorneys' fees and other expense (not limited to taxable costs) incurred in settling or defending any claims, threatened action or finally adjudicated legal proceeding.

(c) From time to time, as requested by an Indemnitee hereunder, such attorneys' fees and other expenses shall, unless the Member determines that the Indemnitee has failed to meet the standards set forth in subsection (b) (taking into account, among other things, the availability of security for any repayment obligation on the part of the Indemnitee), be advanced by the Company prior to the final disposition of such claims, actions or proceedings upon receipt by the Company of an undertaking, reasonably acceptable to the Member, by or on behalf of such Indemnitee to repay such amounts if it shall be determined that such Indemnitee is not entitled to be indemnified as authorized hereunder.

(d) Any indemnification by the Company provided hereunder shall be satisfied solely out of assets of the Company as an expense of the Company (and the proceeds of any directors and officers insurance).

(e) The provisions of this Section 10 are for the benefit of the Indemnitees and their estate and heirs and shall not be deemed to create any rights for the benefit of any other person.

(f) The provisions of this Section 10 shall survive the termination of this Agreement. Any termination or amendment of this Section 10 shall not adversely affect any right or protection hereunder of any Indemnitee in respect of any act or omission prior to the time of such termination or amendment.

10. Distributions. Each distribution of cash or other property by the Company shall be made 100% to the Member. Decisions as to the nature, amount or timing of any such distributions by the Company shall be made by the Member.

11. Dissolution and Winding Up. The Company shall dissolve and its business and affairs shall be wound up upon (i) the written consent of the Member, (ii) any time there are no members of the Company unless the Company is continued in accordance with the Act, or (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

12. Tax Election. The Company will elect to be an association taxable as a corporation for income tax purposes, and the Company and the Manager are hereby specifically authorized to take any actions necessary to make and give effect to such election (including preparing, signing and filing U.S. Internal Revenue Service Form 8832 with U.S. federal taxing authorities).

13. Amendments. This Agreement may be amended or modified in the sole and absolute discretion of the Member from time to time only by a written instrument executed by the Member.

14. Governing Law. The validity and enforceability of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to otherwise governing principles of conflicts of law. All rights and remedies shall be governed by such laws. The Member intends the provisions of the Act to be controlling as to any matters not set forth in this Agreement.

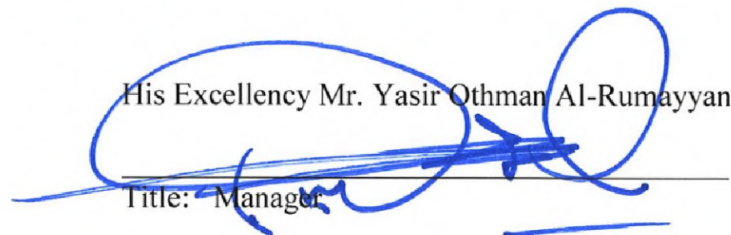
15. Interest Certificates; Transfers of Interest Certificates. The Member shall be entitled to have a certificate signed by, or in the name of the Company by, any two designees of the Company, certifying the Member's limited liability company interest in the Company. Subject to Section 17 hereof, upon surrender to the Company, or the transfer agent of the Company, of a certificate for limited liability company interests duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, the Company shall issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

16. Assignments. The Member may at any time assign or transfer in whole or in part its limited liability company interest in the Company, and any and all rights and/or obligations associated therewith. If the Member transfers any of its interest in the Company pursuant to this Section 16, the transferee shall be admitted to the Company as a member of the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. If the Member transfers all of its interest in the Company, such admission shall be deemed effective immediately prior to the transfer. The assignee shall not have the power to assign its rights unless they first assign it back to the Member.

17. Admission of Additional Members. One (1) or more additional members of the Company may be admitted to the Company with the consent of the Member or in accordance with Section 16 above.

[Signature page follows.]

The undersigned, being the Manager of the Company, does hereby adopt this Amended and Restated Limited Liability Company Agreement as of the date first above written. His Excellency Mr. Yasir Othman Al-Rumayyan

His Excellency Mr. Yasir Othman Al-Rumayyan

Title: Manager

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

03/31/2023

JASON CHUNG

