

ACTION BY WRITTEN CONSENT

**OF THE
SOLE MEMBER
OF**

MERCER NODE PROPERTY, LLC

September 5, 2025

The undersigned, being the sole member (the **Sole Member**) of Mercer Node Property, LLC, a Delaware limited liability company (the **Company**), acting pursuant to Section 2.2 of the Limited Liability Company Agreement of the Company, effective as of August 29, 2025 (as may be amended, supplemented or otherwise modified from time to time, the **LLC Agreement**), and Section 18-302(d) of the Delaware Limited Liability Company Act, hereby adopts, by this written consent, the following resolutions with the same force and effect as if they had been approved and adopted at a duly noticed and lawfully convened meeting of the Company and directs that this written consent be filed with the minutes of the proceedings of the Company.

Organizational Matters

RESOLVED, that the form, execution and filing of the Certificate of Formation of the Company as evidenced by the written instrument filed with the Secretary of State of the State of Delaware on the date hereof and attached hereto as Exhibit A (the **Certificate of Formation**) be, and they hereby are, approved, authorized, adopted, ratified and confirmed in all respects; and further

RESOLVED, that the form, terms and provisions of the LLC Agreement executed by the Sole Member of the Company and attached hereto as Exhibit B be, and they hereby are, approved, authorized, adopted, ratified and confirmed in all respects as and for the limited liability company agreement of the Company; and further

RESOLVED, that any authorized signatory of the Sole Member (the **Authorized Persons**) be, and each of them hereby is, authorized, empowered and directed to negotiate, execute and deliver, in the name and on behalf of the Company, any documents, agreements, instruments, certificates or undertakings (including any amendments, extensions, supplements and waivers thereto) required in connection with the conduct of the business of the Company, in such forms, with such changes therein as the Authorized Persons executing the same shall determine to be necessary, appropriate or advisable, such approval to be conclusively established by their execution thereof, in each case, in accordance with the LLC Agreement and at the discretion of the Sole Member; and further

RESOLVED, that the Authorized Persons be, and each of them hereby is, authorized, empowered and directed to negotiate, execute, deliver and file, in the name and on behalf of the Company, any documents, agreements, instruments, certificates or undertakings (including any amendments, extensions, supplements and waivers thereto) as any such Authorized Persons may deem to be necessary, appropriate or advisable, and that the Company be, and it hereby is, authorized, empowered and directed to perform its obligations under any such documents,

agreements, instruments, certificates or undertakings (including any amendments, extensions, supplements and waivers thereto).

General

RESOLVED, that, in order for the Company to comply with all applicable requirements of any laws of the United States or the laws of any foreign jurisdiction, and the rules and regulations thereunder, including any filings required to be made thereunder, in connection with the actions or matters contemplated by the foregoing resolutions, the Authorized Persons be, and each of them hereby is, authorized, empowered and directed, with the advice and assistance of counsel, in the name and on behalf of the Company to prepare, execute and file, or cause to be filed, all reports, schedules, applications, statements, consents, certificates, undertakings, notices, documents and information required to be filed by the Company pursuant to such laws and to take any and all other actions necessary, appropriate or advisable to comply with such laws; and further

RESOLVED, that, without in any way limiting the authority hereby granted, the Authorized Persons be, and each of them hereby is, authorized, empowered and directed to take any and all actions and steps, to pay all such costs, fees, expenses and charges (including, without limitation, fees and expenses of the Company's advisors) incurred by the Company in connection with the Certificate of Formation, the LLC Agreement and any other documents, agreements, instruments, certificates or undertakings (including any amendments, extensions, supplements and waivers thereto) contemplated by the foregoing resolutions and the transactions contemplated thereby, and to prepare, execute, deliver and file all such notices, reports, schedules, statements, consents, receipts, certificates and such other documents, agreements, instruments, certificates or undertakings (including any amendments, extensions, supplements and waivers thereto) as may be necessary, advisable, convenient or proper in the name of the Company and on behalf of the Company as they shall determine to be necessary, appropriate or advisable to carry out the foregoing resolutions and the intent thereof and the transactions contemplated therein, such determination to be conclusively evidenced by the taking of such actions and steps or the execution and delivery of such notices, reports, schedules, statements, consents, receipts, certificates and such other documents, agreements, instruments, certificates or undertakings (including any amendments, extensions, supplements and waivers thereto); and further

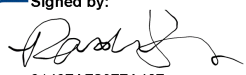
RESOLVED, that any person dealing with any Authorized Persons in connection with any of the foregoing matters shall be conclusively entitled to rely upon the authority of such Authorized Persons and by his or her execution of any notice, report, schedule, statement, consent, receipt, certificate and such other document, agreement, instrument, certificate or undertaking (including any amendments, extensions, supplements and waivers thereto) the same shall be a valid and binding obligation of the Company enforceable in accordance with its terms; and further

RESOLVED, that any and all actions previously taken in the name and on behalf of the Company by any manager, Authorized Persons, representative, agent or counsel of the Company in connection with or related to the matters set forth in or contemplated by the foregoing resolutions be, and they hereby are, adopted, authorized, ratified, confirmed and approved in all respects as the acts and deeds of the Company.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, being the Sole Member of the Company, has duly executed this Action by Written Consent as of the date first set forth above.

MERCER NODE HOLDINGS, LLC

Signed by:

By: 91407AF2877A407...

Name: Rachel Silverstein

Title: Authorized Signatory for and on behalf of Mercer Node Holdings, LLC, as Sole Member of the Company

[Signature Page to Action by Written Consent of the Sole Member of Mercer Node Property, LLC]

EXHIBIT A

Certificate of Formation

[See attached.]

Delaware

The First State

Page 1

*I, CHARUNI PATIBANDA-SANCHEZ, 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 "MERCER NODE
PROPERTY, LLC", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF
AUGUST, A.D. 2025, AT 5:47 O`CLOCK P.M.*



C. P. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

10315993 8100
SR# 20253837964

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

Authentication: 204631053
Date: 09-02-25

CERTIFICATE OF FORMATION

OF

MERCER NODE PROPERTY, LLC

1. The name of the limited liability company is Mercer Node Property, LLC.
2. The address of its registered office in the State of Delaware is 850 New Burton Road, Suite 201, Dover, Delaware 19904.
3. The name and address of its registered agent is Cogency Global Inc., 850 New Burton Road, Suite 201, Dover, Delaware 19904.
4. IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation this 29th day of August, 2025.

By: *Kevin M. Barnes*

Name: Kevin M. Barnes

Title: Authorized Person

EXHIBIT B

LLC Agreement

[See attached.]

LIMITED LIABILITY COMPANY AGREEMENT
OF
MERCER NODE PROPERTY, LLC

This LIMITED LIABILITY COMPANY AGREEMENT (as may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms hereof, this “Agreement”) of Mercer Node Property, LLC (the “Company”), effective as of August 29, 2025 (the “Effective Date”), is entered into by Mercer Node Holdings, LLC, as the sole member of the Company (the “Member”).

RECITAL

The Member formed the Company on the Effective Date as a limited liability company pursuant to the Delaware Limited Liability Company Act, as amended from time to time (the “Act”) and, in connection therewith, the Member is entering into this Agreement, which shall constitute the Company’s limited liability company agreement (as such term is defined and used in the Act) to govern the affairs of the Company and the conduct of its business from and after the Effective Date, until such time, if any, as this Agreement shall be amended, supplemented, restated or otherwise modified in accordance with the terms hereof.

ARTICLE 1

The Limited Liability Company

1.1 Formation. Effective as of the Effective Date, the Member has formed the Company as a limited liability company pursuant to the provisions of the Act by filing a Certificate of Formation (the “Certificate of Formation”) with the Secretary of State of the State of Delaware and entering into this Agreement, in each case, in conformity with the Act. The Certificate of Formation was filed by an “authorized person” for such purpose within the meaning of the Act, which filing is hereby authorized and ratified in all respects.

1.2 Name. The name of the Company shall be “Mercer Node Property, LLC” or such other name or names as may be determined by the Member from time to time in accordance with the Act, and the Company’s business shall be conducted in that name with such variations and changes as the Member shall determine or deem necessary to comply with the requirements of the jurisdictions in which the Company’s operations are conducted.

1.3 Business Purpose; Powers. The Company is formed for the purpose of engaging in any lawful business or activity for which a limited liability company may be formed under the Act. The Company shall have any and all powers that are necessary or desirable to carry out the purposes and business of the Company, to the extent the same may be legally exercised by limited liability companies under the Act.

1.4 Registered Office and Agent. The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate of Formation or such other office as the Member may designate in the manner provided by law. The registered agent of the Company in the State of Delaware shall be the initial registered agent named in the Certificate of Formation or such other Person or Persons as the Member may designate in the manner provided by law.

1.5 Term. The existence of the Company commenced on the Effective Date, and the term of existence of the Company shall be perpetual from and after the Effective date, unless the Company is dissolved and wound up in accordance with the provisions of this Agreement and the Act and a certificate of cancellation is filed with the Secretary of State of the State of Delaware in accordance with Section 8.3.

ARTICLE 2 **The Member**

2.1 The Member. The name and address of the Member are as follows:

Name	Address
Mercer Node Holdings, LLC	4 Dennison Road, Nesquehoning, PA 18240

2.2 Actions by the Member; Meetings. The Member may approve a matter or take any action at a meeting or without a meeting by the consent of the Member. Meetings of the Member may be called at any time by the Member.

2.3 Limitation on Liability of the Member. Except to the extent required by the Act, the debts, obligations, expenses, or liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, expenses, or liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation, expense, or liability of the Company, solely by reason of being a member of the Company. All Persons dealing with the Company shall have recourse solely to the assets of the Company for the payment of debts, obligations, expenses, or liabilities of the Company.

2.4 Power to Bind the Company. The Member (acting in its capacity as such) shall have the power and authority to bind the Company to any third party with respect to any matter.

2.5 Admission of Additional Members. A Person may be admitted as an additional Member of the Company only upon (a) the prior written approval of the Member and (b) receipt by the Company of a counterpart to this Agreement, executed by such Person, agreeing to be bound by the terms of this Agreement. Upon the admission of any such additional Member(s), this Agreement shall be amended to reflect such admission, on such terms as shall be determined by the Member.

ARTICLE 3

Management by the Member

3.1 Management of the Company. The management of the Company is fully vested and reserved to the Member, and the Company shall not have “managers,” as that term is used in the Act. The powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Member, who shall make all decisions and take all actions for the Company. In managing the business and affairs of the Company and exercising its powers, the Member may act through resolutions adopted in consents. Decisions or actions taken by the Member in accordance with this Agreement shall constitute decisions or action by the Company and shall be binding on the Company, and Persons dealing with the Company are entitled to rely conclusively upon the power and authority of the Member as set forth in this Agreement.

3.2 Officers and Related Persons. The Member shall have the power and authority to appoint and terminate officers of the Company and to retain and terminate employees, agents, and consultants of the Company from time to time and to delegate such duties to any such officers, employees, agents, and consultants as the Member deems appropriate, including the power, acting individually or jointly, to represent and bind the Company in any and all matters, in accordance with the scope of authority delegated to such person by the Member.

ARTICLE 4

Capital Structure and Contributions

4.1 Capital Structure. The capital structure of the Company shall consist of one class of common interests (the “Common Interests”). All Common Interests shall be identical with each other in every respect. The Member shall own all of the Common Interests issued and outstanding.

4.2 Capital Contributions. From time to time, the Member may determine that the Company requires capital and may make one or more capital contributions to the Company in such form and amount as is determined by the Member.

ARTICLE 5

Profits, Losses, and Distributions

5.1 Profits and Losses. For financial accounting and tax purposes, the Company’s net profits or net losses shall be determined on an annual basis in accordance with the manner determined by the Member. In each year, the Company’s profits and losses shall be allocated entirely to the Member.

5.2 Distributions. Distributions shall be declared and shall become payable only when, as and if determined by the Member, and any such distributions shall be paid entirely to the Member, but only to the extent of the Company’s assets legally available for payment of such distribution.

ARTICLE 6

Transfers of Common Interests

The Member shall have the right to sell, assign, transfer, convey, gift, exchange, pledge, hypothecate, or otherwise dispose of, directly or indirectly (“Transfer”), any or all of its Common Interests to any Person at any time and from time to time; provided, however, that such Person to whom such Common Interests are Transferred shall be an assignee and shall not be admitted as an additional member (and shall have no rights of a member, including the right to participate in the Company’s management, business and affairs), unless and until such Person shall be admitted as a member of the Company in accordance with the terms and conditions of Section 2.5; provided that no such Transfer of Common Interests shall be made (i) if such Transfer would violate any applicable law, and (ii) unless such Transfer is made pursuant to a valid exemption from registration under the Securities Act of 1933, as amended, and any applicable state securities law and in accordance with other applicable laws. Any attempted or purported Transfer of Common Interests other than in strict compliance with this Article 6 shall be null and void *ab initio* and of no force or effect.

ARTICLE 7

Exculpation and Indemnification

7.1 Exculpation. To the fullest extent permitted by the Act, none of the Member, any Affiliate of the Member, or any of their respective present or former officers, directors, stockholders, partners, members, managers, employees, trustees, beneficiaries, representatives, or agents, nor any of their respective successors or legal or personal representatives (each, a “Covered Person”) shall have any liability to the Company, the Member, or any other Person that is a party to this Agreement, for any breach of contract or breach of duties (including fiduciary duties) arising out of or relating to any act or omission performed or omitted to be performed by such Covered Person in its capacity as a Covered Person, or otherwise relating to this Agreement, the Company, or its business, assets, properties, subsidiaries, or liabilities; provided, however, that the foregoing shall not eliminate any liability to the extent arising out of or relating to (i) the fraud or willful misconduct of such Covered Person, (ii) a breach by such Covered Person of its obligations pursuant to the express provisions this Agreement, (iii) any intentional violation of law by such Covered Person, or (iv) a bad faith violation by such Covered Person of the implied contractual covenant of good faith and fair dealing.

7.2 Indemnification. To the fullest extent permitted by the Act, the Company shall indemnify and hold harmless each Covered Person from and against any and all Losses arising out of or relating to any act or omission performed or omitted to be performed by such Covered Person in its capacity as a Covered Person, or otherwise relating to this Agreement, the Company, or its business, assets, properties, subsidiaries, or liabilities; provided, however, that no Covered Person shall be entitled to indemnification under this Section 7.2 with respect to any Losses to the extent (a) arising out of or relating to (i) the fraud or willful misconduct of such Covered Person, (ii) a breach by such Covered Person of its obligations pursuant to the express provisions of this Agreement, (iii) any intentional violation of law by such Covered Person, or (iv) a bad faith breach by such Covered Person of the implied contractual covenant of good faith and fair dealing or (b) arising out of any Claim initiated by such Covered Person unless such

Claim (or part thereof) was (i) brought to enforce such Covered Person's rights to indemnification hereunder or (ii) authorized or consented to by the Member.

7.3 Expenses. Expenses incurred by a Covered Person in connection with any Claim (including in serving as a witness in connection with any Claim) shall be paid by or on behalf of the Company in advance of the final disposition of such Claim upon receipt by the Company of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be ultimately determined that such Covered Person is not entitled to be indemnified by the Company as authorized by Section 7.2.

7.4 Cumulative Rights; Successors. The right of any Covered Person to the indemnification and advancement of expenses provided herein (i) is cumulative of, and in addition to, any and all rights to indemnification or advancement to which such Covered Person may otherwise be entitled, whether by contract, as a matter of law or equity, or otherwise, and (ii) shall inure to the benefit of such Covered Person and any of such Covered Person's successors, heirs, and personal and legal representatives.

7.5 Certain Terms. As used herein, (i) "Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person, (ii) "control," with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement, or otherwise, and the terms "controlling," "controlled by," and "under common control with" have correlative meanings, (iii) "Claim" means any and all judgments, claims, actions, causes of action, demands, lawsuits, suits, proceedings, governmental investigations or audits, arbitrations, inquiries, of any nature, whether civil, criminal, administrative, regulatory, or otherwise, and whether at law or in equity, and (iv) "Losses" means any and all liabilities, damages, judgments, fines, penalties, amounts paid in settlement and reasonable, out-of-pocket expenses (together with all interest, penalties, assessments, and other charges paid or payable in connection with or in respect of any of the foregoing).

ARTICLE 8

Dissolution of the Company

8.1 Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of one of the following events (an "Event of Dissolution"):

- (a) The Member consents to such dissolution; or
- (b) A judicial dissolution of the Company pursuant to Section 18-802 of the Act.

No other event, including, without limitation, the death, retirement, resignation, expulsion, bankruptcy, or dissolution of the Member, shall cause the dissolution of the Company; provided, however, that in the event of any occurrence resulting in the termination of the continued membership of the last remaining member of the Company, the Company shall be dissolved unless, within ninety (90) days following such event, the personal representative of the

last remaining member of the Company agrees in writing to continue the Company and to the admission of such personal representative (or any other Person designated by such personal representative) as a member of the Company, effective upon the event resulting in the termination of the continued membership of the last remaining member of the Company.

8.2 Winding-Up.

(a) On the occurrence of an Event of Dissolution, the Member shall, or shall designate another Person to, serve as the Company's liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company in accordance with the Act (which may or may not include the liquidation of the Company's assets).

(b) In connection with the winding up of the Company, the Member shall (i) pay or make reasonable provision for the payment of, all debts, liabilities and expenses of the Company and (ii) make final liquidating distributions to the Members from the remaining net assets or proceeds, as provided herein and in the Act, and any such liquidating distribution may be paid in cash or in-kind. The costs of winding-up shall be borne as an expense of the Company.

8.3 Certificate of Cancellation. Upon completion of the Company's winding up, including payment of the liquidating distribution, if applicable, a certificate of cancellation shall be filed with the Secretary of State of the State of Delaware in accordance with the Act and the liquidator take such other actions as may be necessary to terminate the existence of the Company. Upon the filing of such certificate of cancellation, the existence of the Company shall terminate, except as may be otherwise provided by the Act or other applicable law.

ARTICLE 9 **Miscellaneous**

9.1 Tax Treatment. Unless otherwise determined by the Member, the Company shall be a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes), and the Member and the Company shall timely make any and all necessary elections and filings for the Company to be treated as a disregarded entity for U.S. federal income tax purposes (as well as for any analogous state or local tax purposes).

9.2 Amendments. Amendments to this Agreement and to the Certificate of Formation shall be effective only if approved in writing by the Member. An amendment shall become effective as of the date specified in the approval of the Member or if none is specified as of the date of such approval.

9.3 Severability. If any provision of this Agreement or the application thereof to the Member or circumstance is held invalid or unenforceable to any extent, then the remaining provisions of this Agreement will continue in full force without being impaired or invalidated in any way.

9.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereof.

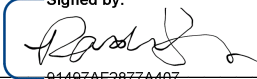
9.5 Entire Agreement. This Agreement constitutes the entire agreement of the Members and their Affiliates relating to the Company and the transactions contemplated hereby and supersedes all provisions and concepts contained in all prior agreements.

9.6 Interpretation. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, the feminine, or the neuter gender shall include the masculine, feminine, and neuter. The word “including” means including, without limitation.

[SIGNATURE PAGE FOLLOWS]

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

MERCER NODE HOLDINGS, LLC

By:  Signed by:
91497AF2077A407...
Name: Rachel Silverstein
Title: General Counsel