

**UNANIMOUS WRITTEN CONSENT RESOLUTIONS OF
THE BOARD OF MANAGERS AND THE MEMBERS OF
KINESICS LLC**

These Unanimous Written Consent Resolutions of the Board of Managers and the Members of Kinesics LLC are made effective as of December 1, 2021 (the “*Effective Date*”).

WHEREAS, Kinesics LLC (the “*Company*”), is a duly authorized and validly existing limited liability company organized under the laws of the State of Louisiana, governed by those certain Articles of Organization of Kinesics LLC (the “*Articles*”), filed with the Secretary of State of Louisiana on May 11, 2017;

WHEREAS, the Company is further governed by that certain Third Amended and Restated Operating Agreement of Kinesics LLC (the “*Original Operating Agreement*”), dated July 31, 2021;

WHEREAS, Gerald J. Drefahl, Richard R. Vath, M.D., and Daniel Brown are the sole and only members of the Board of Managers of the Company;

WHEREAS, as of the Effective Date, the Company has issued 98,368.96 Common Units, as shown on **Exhibit “A”** attached hereto;

WHEREAS, as of the Effective Date, the Company has issued 53,418.35 2018 Preferred Units, as shown on **Exhibit “A”** attached hereto;

WHEREAS, the Board of Managers and the Members of the Company believe that it is in the best interest of the Company to seek additional capital investment for the Company in the form of equity financing.

WHEREAS, the Board of Managers and the Members of the Company believe that it is in the best interest of the Company to authorize a new class of securities, the 2021 Preferred Units, for its next equity financing.

WHEREAS, in order to accomplish the authorization of the 2021 Preferred Units, the Board of Managers and the Members agree that the Original Operating Agreement must be amended;

NOW THEREFORE, IT IS HEREBY RESOLVED that the foregoing recitals are true and correct, are incorporated herein by reference, and are made a part hereof in their entirety.

IT IS FURTHER RESOLVED that as of the Effective Date, the Board of Managers and the Members, hereby agree that the Original Operating Agreement shall be amended and restated, in its entirety, as set forth in the redlined document attached hereto as **Exhibit “B”** (the “*Revised Operating Agreement*”).

IT IS FURTHER RESOLVED that as of the Effective Date, the Company, through its Board of Managers and its Members, hereby approves of and consents to the authorization of 2021 Preferred Units with all rights granted under the Revised Operating Agreement.

IT IS FURTHER RESOLVED that as of the Effective Date, the Company, through its Board of Managers and its Members, hereby approves of and consents to the issuance of 2021 Preferred Units to any new member (the “*New Member*”) via the 2021 Preferred Units Investment Agreement (the “*Investment Agreement*”) in substantially the form attached hereto as **Exhibit “C”**.

IT IS FURTHER RESOLVED that upon the New Member’s and the Board of Manager’s execution of the Investment Agreement and an addendum to the Revised Operating Agreement, whereby New Member agrees to be bound by the terms, provisions and conditions of the Articles and the Revised Operating Agreement, New Member shall be admitted as an additional Member of the Company with all rights, duties and obligations of a Member holding 2021 Preferred Units of the Company.

IT IS FURTHER RESOLVED that the authority granted herein is in addition to, and does not rescind or supersede, any previous authority granted by the Company.

IT IS FURTHER RESOLVED that these Unanimous Written Consent Resolutions may be executed in multiple counterparts, each of which shall be deemed an original, and all counterparts together shall constitute one and the same instrument.


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IN WITNESS WHEREOF, the undersigned Member has executed these Unanimous Written Consent Resolutions of Kinesics LLC, after due reading of the whole.

MEMBER:

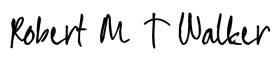
TIGER RV RENTALS, LLC
Owner of 3,131.62 Preferred Units

By:

DocuSigned by:

682F4E4E29EE40C
Ann Wynn David
President

IN WITNESS WHEREOF, the undersigned Member has executed these Unanimous Written Consent Resolutions of Kinesics LLC, after due reading of the whole.


MEMBER:

DocuSigned by:

9E4B72C8415146E...
Robert Walker
Owner of 1,916.67 Preferred Units

*Signature Page to
Unanimous Written Consent Resolutions
Kinesics LLC
Effective December 1, 2021*

IN WITNESS WHEREOF, the undersigned Member has executed these Unanimous Written Consent Resolutions of Kinesics LLC, after due reading of the whole.

MEMBER:

DocuSigned by:

CS743F2B95884BC...
Quita Cutrer
Owner of 1,597.22 Preferred Units

IN WITNESS WHEREOF, the undersigned Member has executed these Unanimous Written Consent Resolutions of Kinesics LLC, after due reading of the whole.

MEMBER:

DocuSigned by:

Matthew Adler

DF1750A2B08649D...

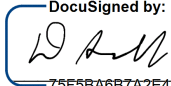
Matthew Adler

Owner of 3,833.33 Preferred Units

IN WITNESS WHEREOF, the undersigned Member has executed these Unanimous Written Consent Resolutions of Kinesics LLC, after due reading of the whole.

MEMBER:

MAPLE LEAF DISCOVERY I, L.P.
Owner of 3,121.80 Preferred Units

By:  _____
75F5BA6B7A2E43F...
Dane Andreeff
General Partner

IN WITNESS WHEREOF, the undersigned Member has executed these Unanimous Written Consent Resolutions of Kinesics LLC, after due reading of the whole.

MEMBER:

MAPLE LEAF PARTNERS, L.P.

Owner of 1,783.25 Preferred Units

By:

DocuSigned by:

75F5BA6B7A2E43F...
Dane Andreeff
General Partner


IN WITNESS WHEREOF, the undersigned Member has executed these Unanimous Written Consent Resolutions of Kinesics LLC, after due reading of the whole.

MEMBER:

2016 MACFARLAND FAMILY TRUST

Owner of 2,086.49 Preferred Units

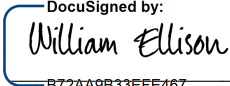
By:

DocuSigned by:

30C8C688F44D4A4
Chris W. MacFarland
Duly Authorized Trustee

IN WITNESS WHEREOF, the undersigned Member has executed these Unanimous Written Consent Resolutions of Kinesics LLC, after due reading of the whole.

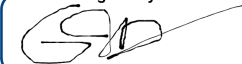
MEMBER:

THE CATALYST FUND INC.
Owner of 3,444.92 Preferred Units

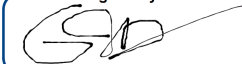
By: 
B72AA9B33EFE467...
William Ellison
Chief Executive Officer

IN WITNESS WHEREOF, the undersigned Member and Manager has executed these Unanimous Written Consent Resolutions of Kinesics LLC, after due reading of the whole.

MEMBER:

DocuSigned by:

9D87AFBEEFE0418...
Gerald J. Drefahl
Owner of 88,146.74 Common Units

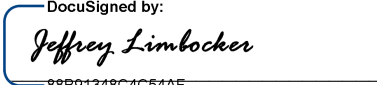
MANAGER:

DocuSigned by:

9D87AFBEEFE0418...
Gerald J. Drefahl

IN WITNESS WHEREOF, the undersigned Member has executed these Unanimous Written Consent Resolutions of Kinesics LLC, after due reading of the whole.

MEMBER:

FRANCISCAN MISSIONARIES OF OUR LADY HEALTH SYSTEM, INC.
Owner of 6,388.89 Preferred Units

By:  DocuSigned by:
Jeffrey Limbocker
88B91348C4C54AF...
Jeffery Limbocker
Executive Vice President
Chief Financial Officer

IN WITNESS WHEREOF, the undersigned Member has executed these Unanimous Written Consent Resolutions of Kinesics LLC, after due reading of the whole.

MEMBER:

DocuSigned by:

Erol Akdamar

58759DE59E1D47B...
Erol Akdamar

Owner of 3,129.73 Preferred Units

IN WITNESS WHEREOF, the undersigned Member has executed these Unanimous Written Consent Resolutions of Kinesics LLC, after due reading of the whole.

MEMBER:

DocuSigned by:


Donald Bohn

AE0393A6BC9241E...
Donald B. Bohn, Jr.

Owner of 5,226.46 Preferred Units

IN WITNESS WHEREOF, the undersigned Member and Manager has executed these Unanimous Written Consent Resolutions of Kinesics LLC, after due reading of the whole.

MEMBER:

DocuSigned by:

71216DD76F66413...
Daniel Brown
Owner of 7,666.67 Preferred Units
Owner of 3,833.33 Common Units

MANAGER:

DocuSigned by:

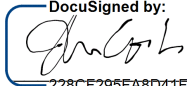
71216DD76F66413...
Daniel Brown

IN WITNESS WHEREOF, the undersigned Member has executed these Unanimous Written Consent Resolutions of Kinesics LLC, after due reading of the whole.

MEMBER:

BELLARD GROUP, LLC

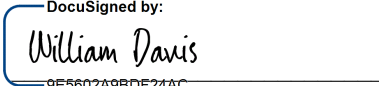
Owner of 2,071.37 Preferred Units

By:  _____
228CF295FA8D41F...
Jheri Corb
Duly Authorized Member

IN WITNESS WHEREOF, the undersigned Member has executed these Unanimous Written Consent Resolutions of Kinesics LLC, after due reading of the whole.

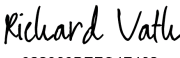
MEMBER:

APPLICA SCIENTIFIC, INC.
Owner of 8,019.92 Preferred Units

By: 
DocuSigned by:
William Davis
9E5602A9BDF24AC...
William Davis
Chief Executive Officer

IN WITNESS WHEREOF, the undersigned Manager has executed these Unanimous Written Consent Resolutions of Kinesics LLC, after due reading of the whole.

MANAGER:

DocuSigned by:

922909BEFC4F402
Richard R. Vath, M.D.

CERTIFICATE

I, Dr. Richard R. Vath, a Manager of, and a duly appointed Certifying Official of, Kinesics LLC (the “**Company**”), do hereby certify that: (a) the individuals and entities who have executed the foregoing resolutions as the Members are the sole and only Members of this Company; (b) the individuals who executed the foregoing resolutions as the Board of Managers of the Company are the sole and only Managers of the Company; (c) the above and foregoing resolutions were duly adopted by the unanimous written consent of the Board of Managers of the Company and the sole and only Members of the Company in accordance with the governing documents of the Company and Louisiana law; and (d) said resolutions remain good and valid resolutions of the Company and have not been amended or modified as of the date hereof.

This 7th day of December 2021.

DocuSigned by:



922908BFC4F402

Richard R. Vath, M.D.

Certifying Official Kinesics LLC

*Certificate to
Unanimous Written Consent Resolutions
Kinesics LLC
Effective December 1, 2021*

EXHIBIT A

KINESICS LLC OWNERSHIP

(See subsequent pages.)

*Exhibit to
Unanimous Written Consent Resolutions
Kinesics LLC
Effective December 1, 2021*

Kinesics LLC
Members Schedule / Cap Table
September 1, 2021

Member	Type	Capital Contribution	Equity Shares	% Equity	Fully Diluted Shares	% Fully Diluted	Fully Diluted Value
Erol Akdamar	Preferred	150,000.00	3,129.73	2.06%	3,129.73	1.88%	244,935.71
6042 Lakehurst Avenue							
Dallas, TX 75230							
eakdamar@gmail.com							
Bellard Group, LLC	Preferred	100,000.00	2,071.37	1.36%	2,071.37	1.24%	162,106.91
110 Hubbell Road West							
New Orleans, LA 70114							
leonce.bellard@gmail.com							
Maple Leaf Discovery I, L.P.	Preferred	181,369.54	3,121.80	2.06%	3,121.80	1.87%	244,314.84
140 E. St. Lucia Lane							
Santa Rosa Beach, FL 32459							
dane@mapleleafunds.com							
Maple Leaf Partners, L.P.	Preferred	139,559.02	1,783.25	1.17%	1,783.25	1.07%	139,559.07
140 E. St. Lucia Lane							
Santa Rosa Beach, FL 32459							
dane@mapleleafunds.com							
Tiger RV Rentals (Amy Wynn David, Principal)	Preferred	150,000.00	3,131.62	2.06%	3,131.62	1.88%	245,083.66
19421 N. Muirfield Circle							
Baton Rouge, LA 70810							
amywwdavid@gmail.com							
2016 MacFarland Family Trust (Chris W. MacFarland TTEE)	Preferred	100,000.00	2,086.49	1.37%	2,086.49	1.25%	163,290.47
5 Heather Glen Circle							
Trophy Club, TX 76262							
chris.macfarland@masergy.com							
Donald B. Bohn Jr.	Preferred	250,000.00	5,226.46	3.44%	5,226.46	3.13%	409,027.56
3400 N Causeway Blvd							
Metairie, LA 70002							
dbohn@bohnbro.com							
The Catalyst Fund Inc.	Preferred	175,000.00	3,444.92	2.27%	3,444.92	2.07%	269,602.84
7117 Florida Blvd							
Baton Rouge, LA 70806							
bill@innovationcatalyst.com							
Quita Cutrer	Preferred	125,000.00	1,597.22	1.05%	1,597.22	0.96%	125,000.05
19211 Links Court							
Baton Rouge, LA 70810							
quitacutrer@burnsandco.com							
Robert Walker	Preferred	150,000.00	1,916.67	1.26%	1,916.67	1.15%	150,000.06
1179 Echo Lake							
Franklin, TN 37069							
rwalker@chickasawcap.com							
Daniel Brown	Preferred	600,000.00	7,666.67	5.05%	7,666.67	4.60%	600,000.23
P O Box 800							
St. Francisville, LA 70775							
danbrown1957@yahoo.com							
Matthew Adler	Preferred	300,000.00	3,833.33	2.53%	3,833.33	2.30%	300,000.12
1673 Belmont Ave							
Baton Rouge, LA 70808							
matt.adler@kinesicsllc.com							
FMOL Health System	Preferred	-	6,388.89	4.21%	6,388.89	3.83%	500,000.28
4200 Essen Lane							
Baton Rouge, LA 70809							
jeffrey.linbocker@fmols.org							

Applica Scientific, Inc.	Preferred	-	8,019.92	5.28%	8,019.92	4.81%	627,646.16
8550 United Plaza Blvd, Suite 702							
Baton Rouge, LA 70809							
davis@applicascientific.com							
Gerald Drefahl	Common	-	88,146.74	58.07%	88,146.74	52.85%	6,898,443.20
11141 N Oak Hills Pkwy							
Baton Rouge, LA 70810							
gerald.drefahl@kinesicshms.com							
Daniel Brown	Common	-	3,833.33	2.53%	3,833.33	2.30%	300,000.12
P O Box 800							
St. Francisville, LA 70775							
danbrown1957@yahoo.com							
FMOL Health System	Common	-	6,388.89	4.21%	6,388.89	3.83%	500,000.28
4200 Essen Lane							
Baton Rouge, LA 70809							
jeffrey.limbocker@fmolhs.org							
Performance Unit Plan	PUP	-	-	-	15,000.00	8.99%	1,173,913.50
			151,787.31	100.00%	166,787.31	100.00%	13,052,925.07

EXHIBIT B
REVISED OPERATING AGREEMENT

(See subsequent pages.)

Exhibit to
Unanimous Written Consent Resolutions
Kinesics LLC
Effective December 1, 2021

~~THIRD~~**FOURTH** AMENDED AND RESTATED
OPERATING AGREEMENT
OF
KINESICS LLC

THIS ~~THIRD~~**FOURTH** AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement"), entered into as of ~~July-December 1, September~~ 2021, is hereby (i) duly adopted as the ~~Third~~**Fourth** Amended and Restated Operating Agreement of Kinesics LLC, a Louisiana limited liability company, by the Board, and (ii) ratified, confirmed, and approved as such by the Members listed on the Members Schedule.

WHEREAS, on May 11, 2017, the Company was formed;

WHEREAS, on May 25, 2017, Gerald J. Drefahl, founder and, at that time, sole member and manager of the Company, signed the Operating Agreement (the "Original Agreement") of the Company;

WHEREAS, on August 15, 2018, the Original Agreement was amended and restated in connection with the capital contribution by certain investors named therein (the "Amended and Restated Operating Agreement");

WHEREAS, on May 8, 2019, the Amended and Restated Operating Agreement was amended by the First Amendment, which amended and replaced Section 3.4 thereof to reflect a different capitalization of the Company;

WHEREAS, in connection with that certain Investment Agreement by and between the Company and Franciscan Missionaries of Our Lady Health System, Inc. ("FMOLHS") dated January 22, 2020, the Members, on January 10, 2020, entered into that certain Second Amended and Restated Operating Agreement to further amend and restate the relationship of the Members of the Company;~~and~~

WHEREAS, in connection with the admittance of an additional Preferred Holder and the issuance of additional Common Units, the Members, on July 31, 2021, entered into that certain Third Amended and Restated Operating Agreement to further amend and restate the relationship of the Members and the Company; and

WHEREAS, in connection with additional capital investments to be made to the Company, the Members wish to amend and entirely restate the written operating agreement of the Company;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and adequacy of which the Members hereby acknowledge, the Members hereby adopt this ~~Third~~**Fourth** Amended and Restated Operating Agreement to replace and supersede any previous written operating agreement of the Company, and each Member agrees to be bound by the terms, conditions and provisions of this Agreement, as follows:

1. DEFINITIONS

1.1 Definitions. As used in this Agreement, the following terms have the following meaning:

1.1.1 "2018 Preferred Holder" means each holder of 2018 Preferred Units or Common Units issued upon conversion of 2018 Preferred Units.

~~1.1.1~~1.1.2 "2018 Preferred Liquidation Preference" means an amount equal to \$78.2609 per Unit (as appropriately adjusted for Unit splits, Unit dividends, and similar recapitalization events).

~~1.1.2~~1.1.3 "2018 Preferred Units" means equal units of economic interest with each other and with the rights and liabilities, at any particular time, including, without limitation, rights to distributions (liquidating or otherwise), the 2018 Cumulative Dividends (as defined in Section 3.5.2), and the 2018 Preferred Liquidation Preference and rights to allocations, as provided in this Agreement.

~~1.1.4~~ 1.1.4 ~~Reserved~~ "2021 Preferred Holder" means each holder of 2021 Preferred Units or Common Units issued upon conversion of 2021 Preferred Units.

~~1.1.5~~ 1.1.5 "2021 Preferred Liquidation Preference" means an amount equal to ~~\$78.2609~~ per Unit (as appropriately adjusted for Unit splits, Unit dividends, and similar recapitalization events).

~~1.1.3~~~~1.1.6~~ 1.1.6 "2021 Preferred Units" means equal units of economic interest with each other and with the rights and liabilities, at any particular time, including, without limitation, rights to distributions (liquidating or otherwise), the 2021 Cumulative Dividends (as defined in Section 3.5.2) and the 2021 Preferred Liquidation Preference and rights to allocations, as provided in this Agreement.

~~1.1.4~~~~1.1.7~~ 1.1.7 "Company" means Kinesics LLC.

~~1.1.5~~~~1.1.8~~ 1.1.8 "Act" means the Limited Liability Company Law (La. R.S.12:1301 et seq.), as amended from time to time, and any successor statute as amended.

~~1.1.6~~~~1.1.9~~ 1.1.9 "Applicable Law" means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

~~1.1.7~~~~1.1.10~~ 1.1.10 "Book Depreciation" means, with respect to any Company asset for each Fiscal Year, the Company's depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Board in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g)(3).

~~1.1.8~~~~1.1.11~~ 1.1.11 "Book Value" means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

- (a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the asset's gross Fair Market Value as of the date contributed;
- (b) immediately prior to the distribution by the Company of any Company asset to a Member, the Book Value of the asset shall be adjusted to its gross Fair Market Value as of the date of distributed;
- (c) the Book Value of all Company assets may, in the Board's sole discretion, be adjusted to equal their respective gross Fair Market Values, as determined by the Board, as of the following times:
 - i. the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration for more than a de minimis Capital Contribution;

- ii. the distribution by the Company to a Member of more than a de minimis amount of property (other than cash) as consideration for all or a part of such Member's Membership Interest in the Company; and
 - iii. the Company's liquidation within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g);
- (d) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the asset's adjusted tax basis pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); provided, that Book Values shall not be adjusted pursuant to this paragraph 1.1.4.4 to the extent that an adjustment pursuant to paragraph 1.1.4.3 is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph 1.1.4.4; and
- (e) if the Book Value of a Company asset has been determined pursuant to paragraph 1.1.4.1 or adjusted pursuant to paragraphs 1.1.4.3 or 1.1.4.4 above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Net income and Net Losses.

~~1.1.9~~1.1.12 "Capital Account" has the meaning set forth in Section 3.75.

~~1.1.10~~1.1.13 "Capital Contribution" means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property and/or services contributed to the Company by that Member.

~~1.1.11~~1.1.14 "Code" means the Internal Revenue Code of 1986 and any successor statute as amended.

~~1.1.12~~1.1.15 "Common Units" means equal voting units of economic interest with each other and with the rights and liabilities, at any particular time, including, without limitation, rights to distributions (liquidating or otherwise) and rights to allocations, as provided in this Agreement.

~~1.1.13~~1.1.16 "Fiscal Year" means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

~~1.1.14~~ "Initial Capital Contribution" means, subject to adjustment as permitted by this Agreement, the amount specified as Initial Contribution or Capital on the Members Schedule.

~~1.1.15~~1.1.17 "Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

~~1.1.16~~1.1.18 "Liquidation Event" or "Deemed Liquidation Event" means (i) any liquidation, dissolution or winding-up of the Company's affairs, (ii) any sale, conveyance, or other disposition of all or substantially all of the assets, property, or business of the Company, or all or substantially all of the Company's intellectual property assets, (iii) merger or consolidation with or into any other entity, or (iv) transaction (or series of related transactions) that results in the holders of the Company's Units immediately prior to such

transaction owning (as a result of equity interests issued pursuant to such transaction) less than 50% of the voting power of the surviving entity in such transaction, in each case other than (1) a merger or consolidation with a wholly-owned subsidiary of the Company, or (2) a merger effected exclusively to change the domicile of the Company.

~~1.1.17~~1.1.19 "Manager" means each individual elected to serve as a manager of the Company from time to time in accordance with this Agreement and applicable law.

~~1.1.18~~1.1.20 "Member" means any person executing this Agreement as a Member or hereafter admitted to the Company as a Member as provided in this Agreement, but does not include any person who has ceased to be a member in the Company.

~~1.1.19~~1.1.21 "Membership Interest" means an interest in the Company owned by a Member, represented by Units, including the Member's right to (a) its distributive share of items of income, gain, loss and deduction of the Company; (b) its distributive share of the Company's assets; (c) vote on, consent to, or otherwise participate in any decision of the Members as provided in this Agreement; and (d) any and all other benefits to which the Member may be entitled as provided in this Agreement or the Act. Each Member's Membership Interest shall be expressed as a percentage interest.

~~1.1.20~~1.1.22 "Members Schedule" means Schedule 1 attached hereto.

~~1.1.21~~1.1.23 "Net Income " and "Net Loss" mean, for each Fiscal Year or other period specified in this Agreement, an amount equal to the Company's taxable income or taxable loss, or particular items thereof, determined in accordance with Code Section 703(a) (where, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(I) shall be included in taxable income or taxable loss), but with the following adjustments:

- (a) any income realized by the Company that is exempt from federal income taxation, as described in Code Section 705(a)(1)(B), shall be added to such taxable income or taxable loss, notwithstanding that such income is not includable in gross income;
- (b) any expenditures of the Company described in Code Section 705(a)(2)(B), including any items treated under Treasury Regulations Section 1.704-1(b)(2)(iv)(I) as items described in Code Section 705(a)(2)(B), shall be subtracted from such taxable income or taxable loss, notwithstanding that such expenditures are not deductible for federal income tax purposes;
- (c) any gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property so disposed, notwithstanding that the adjusted tax basis of such property differs from its Book Value;
- (d) any items of depreciation, amortization and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted tax basis shall be computed by reference to the property's Book Value (as adjusted for Book Depreciation) in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g);
- (e) if the Book Value of any Company property is adjusted as provided in the definition of Book Value, then the amount of such adjustment shall be treated as an item of gain or loss and included in the computation of such taxable income or taxable loss; and

- (f) to the extent an adjustment to the adjusted tax basis of any Company property pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis).

~~1.1.22~~1.1.24 "Qualified IPO" means a firm commitment underwritten initial public offering of the Company's Common stock or units pursuant to a Registration Statement under the Securities Act of 1933, as amended with proceeds of at least \$50,000,000 (net of underwriting discounts and commissions) at a public offering price of at least ~~\$280.492391~~304 per Unit (as appropriately adjusted for Unit splits, Unit dividends, and similar recapitalization events).

~~1.1.23~~1.1.25 "Permitted Issuance" means the issuance of equity securities of the Company pursuant to (i) splits, dividends, or similar transactions; (ii) currently outstanding options, warrants, convertible notes, or other rights to acquire securities of the Company; (iii) the issuance of up to 15,000 Common units (or options therefor) to employees, consultants, officers or directors of the Company pursuant to option plans or restricted unit plans or agreements approved by the Board; (iv) the issuance of common securities in a Qualified IPO; (v) the issuance of Common Units upon conversion of ~~2018~~ Preferred Units; and (vi) the issuance of Common Units in any other transaction in which exemption from the right of first offer provisions is approved by the affirmative vote of at least a majority of the then-outstanding ~~2018~~ Preferred Units.

~~1.1.24~~1.1.26 "Permitted Transfer" means (i) one or more transfers by the Founder of up to 5.0% of his Common Units in any 12-month period; (ii) (a) a transfer by a holder Units that is a partnership, limited liability company, corporation or venture capital fund to (A) a partner of such partnership, member of such limited liability company or stockholder of such corporation, (B) an affiliate of such partnership, limited liability company or corporation (including, any affiliated investment fund of such Holder), (C) a retired partner of such partnership or a retired member of such limited liability company, or (D) the estate of any such partner, member, or stockholder, or (b) for the transfer without additional consideration or at no greater than cost by gift, will, or intestate succession by any Holder to the Holder's spouse or lineal descendants or ancestors or any trust for any of the foregoing; provided that, in the case of clauses (a) and (b), the transferee agrees in writing to be subject to the terms and conditions of this Agreement to the same extent as if the transferee were an original party to this Agreement.

~~1.1.25~~1.1.27 "Person" has the meaning given that term in the Act.

1.1.28 "Preferred Holder" means any 2018 Preferred Holder and/or any 2021 Preferred Holder ~~each holder of 2018 Preferred Units or Common Units issued upon conversion of 2018 Preferred Units.~~

~~1.1.26~~1.1.29 "Preferred Units" means, collectively, the 2018 Preferred Units and the 2021 Preferred Units.

~~1.1.27~~1.1.30 "Transfer," or derivations thereof, of an Membership Interest means, as a noun, the transfer, sale, assignment, exchange, pledge, hypothecation, or other disposition of the Membership Interest, or any part thereof, directly or indirectly, and as a verb, to transfer, sell, assign, exchange, pledge, hypothecate, or otherwise dispose of a Membership Interest, or any part thereof, directly or indirectly.

~~1.1.28~~1.1.31 "Units" means any of (or, as the context requires, all of) the Common Units or the ~~2018~~ Preferred Units.

1.2 **Gender.** Whenever the context requires, the gender of all words used in these regulations includes the masculine, feminine, and neuter.

2. ORGANIZATION

2.1 **Formation.** The Company has been organized as a Louisiana limited liability company by the filing of Articles of Organization (the "Articles") under the Act and the issuance of a certificate by the Secretary of State of Louisiana.

2.2 **Registered Office; Registered Agent.** The Company shall maintain a registered office and a registered agent in the State of Louisiana. The Company's registered office shall be the office of the initial registered agent named in the Articles or such other office (which need not be a place of business of the Company) as the Board may designate from time to time in the manner provided by the Louisiana Act and Applicable Law. The Company's registered agent for service of process in the State of Louisiana shall be the initial registered agent named in the Articles or such other Person or Persons as the Board may designate from time to time in the manner provided by the Act and Applicable Law.

2.3 **Other Offices.** The Company may have, in addition to its registered office, offices and places of business at such places, both within and outside the State of Louisiana, as the Members may from time to time determine or the business of the Company may require.

2.4 **Purpose; Powers.**

2.4.1 The purposes of the Company are to engage in any lawful act or activity for which limited liability companies may be formed under the Louisiana Act and to engage in any and all activities necessary or incidental thereto.

2.4.2 The Company shall have all the powers necessary or convenient to carry out the purposes for which it is formed, including the powers granted by the Louisiana Act.

2.5 **Term.** The Company's term commenced on the date the Certificate of Formation was filed with the Secretary of State of the State of Louisiana and shall continue in existence perpetually until the Company is dissolved in accordance with this Agreement.

3. CAPITAL

3.1 **Initial Contribution.** Each Member has made an initial Capital Contribution and is deemed to own Membership Interests in the amounts set forth opposite such Member's name and address on the Members Schedule. The Board shall maintain and update the Members Schedule upon the issuance or Transfer of any Membership Interests to any new or existing Member in accordance with this Agreement.

3.2 **Additional Capital Contributions.** No Member shall be required to make any additional Capital Contributions to the Company. Any future Capital Contributions made by any Member shall only be made with the consent of the Board. To the extent that a Member makes an additional Capital Contribution to the Company, the Board shall revise the Members Schedule to reflect an increase in the Membership Interest of the contributing Member according to the Company and the Member's agreement.

3.3 **No Interest.** Except as otherwise provided herein with respect to any Cumulative Dividends (as defined in Section 3.5.2) on the 2018 Preferred Units, no interest shall be payable on any capital contribution made to the Company or on any Capital Account.

3.4 **Units.** The Company is authorized to issue up to ~~167,277.89~~178,257.96 Common Units, of which 53,889 are reserved for issuance upon the conversion of the 2018 Preferred Units and 26,000 ~~are reserved for issuance upon the conversion of the 2021 Preferred Units.~~

3.5 **2018-Preferred Units.**

3.5.1 **Authorization.** The Company is authorized to issue up to 53,889 2018 Preferred Units and 26,000 ~~2021 Preferred Units.~~

3.5.2 **Cumulative Dividends.** Each 2018 Preferred Unit will be entitled to a cumulative dividend (collectively, the “2018 Cumulative Dividends”), in preference to the holders of Common Units and the 2021 Preferred Units, at a rate of \$4.696 per Unit per year (as appropriately adjusted for Unit splits, Unit dividends, and similar recapitalization events) for any year in which such 2018 Preferred Unit is issued and outstanding- from legally available funds and when, as and if declared by the Board of Directors; provided, however, that the maximum aggregate amount payable to a holder of 2018 Preferred Units as a 2018 Cumulative Dividend shall be \$23.48 per Unit. Each 2021 Preferred Unit will be entitled to a cumulative dividend (collectively, the “2021 Cumulative Dividends”, together with the 2018 Cumulative Dividends, the “Cumulative Dividends”), in preference to the holders of Common Units, at a rate of \$4.696 ~~per Unit per year (as appropriately adjusted for Unit splits, Unit dividends, and similar recapitalization events) for any year in which such 2021 Preferred Unit is issued and outstanding- from legally available funds and when, as and if declared by the Board of Directors; provided, however, that the maximum aggregate amount payable to a holder of 2021 Preferred Units as a 2021 Cumulative Dividend shall be \$23.48~~ per Unit.

3.5.3 **Voting.** Except as specifically provided in this Agreement, the ~~2018-Preferred~~ Units shall vote together with the Common Units (on an as-if-converted basis) on all matters presented to the Members for their action or consideration (whether at a meeting or by written consent).

3.5.4 **Conversion to Common Units.** A Preferred Holder’s 2018 Preferred Units shall be automatically converted into Common Units, at the then-applicable conversion ratio, at the earliest to occur of the following: (a) the election of such 2018 Preferred Holder at any time, and in such 2018 Preferred Holder’s sole discretion; (b) the election of holders of a majority of the then-outstanding 2018 Preferred Units, voting together as a class, (c) the closing of a Qualified IPO; and (d) receipt by such Preferred Holder of the final distribution required to be made to such 2018 Preferred Holder under Section 4.3.2. The initial conversion ratio of the 2018 Preferred Units to Common Units shall be one-to-one with such conversion ratio being adjusted proportionally for Unit splits, Unit dividends, and similar recapitalization events affecting the Common Units. A Preferred Holder’s 2021 Preferred Units shall be automatically converted into Common Units, at the then-applicable conversion ratio, at the earliest to occur of the following: (a) the election of such 2021 Preferred Holder at any time, and in such 2021 Preferred Holder’s sole discretion; (b) the election of holders of a majority of the then-outstanding 2021 Preferred Units, voting together as a class. (c) the closing of a Qualified IPO; and (d) receipt by such Preferred Holder of the final distribution required to be made to such 2021 Preferred Holder under Section 4.3.4. The initial conversion ratio of the 2021 Preferred Units to Common Units shall be one-to-one with such conversion ratio being adjusted proportionally for Unit splits, Unit dividends, and similar recapitalization events affecting the Common Units.

3.5.5 **Information Rights.**

- (a) *Basic Financial Information.* The Company will furnish to each holder of ~~2018 Preferred~~ Units or the Common Units into which such ~~2018-Preferred~~ Units were

converted, when available (1) annual unaudited financial statements for each fiscal year of the Company, including an unaudited balance sheet as of the end of such fiscal year, an unaudited income statement and an unaudited statement of cash flows, all prepared in accordance with generally accepted accounting principles and practices; and (2) quarterly unaudited financial statements for each fiscal quarter of the Company (except the last quarter of the Company's fiscal year), including an unaudited balance sheet as of the end of such fiscal quarter, an unaudited income statement, and an unaudited statement of cash flows, all prepared in accordance with generally accepted accounting principles and practices, subject to changes resulting from normal year-end audit adjustments. If the Company has audited records of any of the foregoing, it will provide those in lieu of the unaudited versions.

- (b) *Confidentiality.* Anything in this Agreement to the contrary notwithstanding, no Preferred Holder by reason of this Agreement will have access to any trade secrets or confidential information of the Company. The Company will not be required to comply with any information rights of any Preferred Holder whom the Company reasonably determines to be a competitor or an officer, employee, director or holder of 5% or more of a competitor. For purposes of this Agreement, FMOLHS shall not be deemed a competitor of the Company. Each Preferred Holder will keep confidential and will not disclose, divulge or use for any purpose (other than to monitor its investment in the Company) any confidential information obtained from the Company pursuant to the terms and conditions of this Agreement other than to any of the Preferred Holder's attorneys, accountants, consultants and other professionals, to the extent necessary to obtain their services in connection with monitoring the Preferred Holder's investment in the Company.
- (c) *Inspection Rights.* The Company will permit each Preferred Holder to visit and inspect the Company's properties, to examine its books of account and records and to discuss the Company's affairs, finances and accounts with its officers, all at such reasonable times as may be requested by such Preferred Holder.
- (d) *Additional Rights and Obligations.* If the Company issues securities in its next equity financing after the date hereof (the "Next Financing") that (a) have rights, preferences or privileges that are more favorable than the terms of ~~the 2018~~any Preferred Units, such as price-based anti-dilution protection, or (b) provide all such future investors other contractual terms such as registration rights, the Company will provide substantially equivalent rights to the Preferred Holders with respect to the ~~2018~~Preferred Units (with appropriate adjustment for economic terms or other contractual rights), subject to such Preferred Holder's execution of any documents, including, if applicable, investor rights, co-sale, voting, and other agreements, executed by the investors purchasing securities in the Next Financing (such documents, the "Next Financing Documents"). Any Preferred Holder will constitute a "major investor" for all purposes in the Next Financing Documents to the extent such concept exists. The Company will pay the reasonable fees and expenses, not to exceed \$5,000 in the aggregate, of one counsel for the Preferred Holders in connection with the Preferred Holders' review, execution, and delivery of the Next Financing Documents. Notwithstanding anything in this Agreement to the contrary, subject to the provisions of Section 9.12 below, upon the execution and delivery of the Next Financing Documents by Preferred Holders holding a majority of the then-outstanding ~~2018~~Preferred Units held by all Preferred Holders, this Agreement (excluding any then-existing and outstanding obligations) will be amended and restated by and into such Next Financing Documents and will be terminated and of no further force or effect.

- (e) *Reservation of Common Units.* The Company will at all times reserve and keep available, solely for issuance and delivery upon the conversion of ~~2018~~ the Preferred Units, all Common Units issuable from time to time upon conversion of the authorized ~~2018~~ Preferred Units, regardless of whether or not all such ~~2018~~ Preferred Units have been issued at such time.
- (f) *Drag Along Right.* If a Deemed Liquidation Event is approved by each of (i) the holders of a majority of Common Units then-outstanding (other than those issued or issuable upon conversion of the ~~2018~~ Preferred Units), (ii) the holders of a majority of Common Units then issued or issuable upon conversion of the ~~2018~~ Preferred Units then-outstanding, and (iii) the Board of Managers, then each such holder will vote (in person, by proxy or by action by written consent, as applicable) all Units of membership interest of the Company now or hereafter directly or indirectly owned of record or beneficially by such holder ~~(collectively, the "Units")~~ in favor of, and adopt, such Deemed Liquidation Event and to execute and deliver all related documentation and take such other action in support of the Deemed Liquidation Event as may reasonably be requested by the Company to carry out the terms and provision of this Section 3.5. ~~5(f)1-8~~, including executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing, Unit certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances) and any similar or related documents. The obligation of any party to take the actions required by this Section 3.5. ~~5(f)1-8~~ will not apply to a Deemed Liquidation Event if the other party involved in such Deemed Liquidation Event is an affiliate or unitholder of the Company holding more than 10% of the voting power of the Company.
- (g) *Exceptions to Drag Along Right.* Notwithstanding the foregoing, a Preferred Holder need not comply with Section 3.5. ~~5(f)1-8~~ in connection with any proposed sale of the Company (the "Proposed Sale") unless:
- i. any representations and warranties to be made by the holder in connection with the Proposed Sale are limited to representations and warranties related to authority, ownership and the ability to convey title to such ~~Shares~~ Units, including representations and warranties that (A) the holder holds all right, title and interest in and to the ~~Shares~~ Units the holder purports to hold, free and clear of all liens and encumbrances, (B) the obligations of the holder in connection with the transaction have been duly authorized, if applicable, (C) the documents to be entered into by the holder have been duly executed by the holder and delivered to the acquirer and are enforceable against the holder in accordance with their respective terms and, (D) neither the execution and delivery of documents to be entered into in connection with the transaction, nor the performance of the holder's obligations thereunder, will cause a breach or violation of the terms of any agreement, law, or judgment, order, or decree of any court or governmental agency;
 - ii. the holder will not be liable for the inaccuracy of any representation or warranty made by any other Person in connection with the Proposed Sale, other than the Company (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties, and covenants of the Company as well as breach by any unitholder of any identical representations, warranties and covenants provided by all unitholders);
 - iii. the liability for indemnification, if any, of the holder in the Proposed Sale and for the inaccuracy of any representations and warranties made by the Company or its unitholders in connection with such Proposed Sale, is several and not joint

with any other Person (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any unitholder of any identical representations, warranties, and covenants provided by all unitholders), and except as required to satisfy the liquidation preference of ~~2018-the~~ Preferred Units, if any, is pro rata in proportion to, and does not exceed, the amount of consideration paid to such holder in connection with such Proposed Sale;

- iv. liability will be limited to the holder's applicable share (determined based on the respective proceeds payable to each holder in connection with the Proposed Sale in accordance with the provisions of the Restated Operating Agreement) of a negotiated aggregate indemnification amount that applies equally to all holders but that in no event exceeds the amount of consideration otherwise payable to the holder in connection with the Proposed Sale, except with respect to claims related to fraud by the holder, the liability for which need not be limited as to the holder;
 - v. no Preferred Holder shall be required to (A) enter into any non-competition or non-solicitation agreement or other agreement that directly or indirectly limits or restricts such holder's business or activities, (B) release any claims against the Company, other than those arising solely from such Preferred Holder's status as a member of the Company, or (C) amend, waive, or terminate any contractual or other relationship with the Company or any third party; and
 - vi. upon the consummation of the Proposed Sale, (A) each holder of each class or series of the Company's membership interest will receive the same form of consideration for such holder's Units of such class or series as is received by other holders in respect of their Units of such same class or series of membership interest unless the holders of a majority of such class or series (including the 2018 Preferred Units and/or the 2021 Preferred Units) then outstanding elect otherwise, (b) each Preferred Hholder of a class or series of 2018-Preferred Units (whether 2018 or 2021) will receive the same amount of consideration per Unit of such class or series of 2018-Preferred Units as is received by other holders in respect of their Units of such same class or series, (C) each holder of Common Units will receive the same amount of consideration per Unit of Common Units as is received by other holders in respect of their Units of Common Units, and (D) unless the holders of a majority of the ~~2018-Preferred Units~~ then outstanding elect to receive a lesser amount, the aggregate consideration receivable by all holders of Preferred ~~Stock-Units~~ and Common Units will be allocated among the holders of Preferred ~~Stock-Units~~ and Common Units on the basis of the relative liquidation preferences to which the holders of each respective series of Preferred ~~Stock-Units~~ and the holders of Common Units are entitled in a Deemed Liquidation Event (assuming for this purpose that the Proposed Sale is a Deemed Liquidation Event) in accordance with the Restated Operating Agreement in effect immediately prior to the Proposed Sale.
- (h) *Tag Along Right.* If the Founder sells any of his Common Units in a transaction that is not a Permitted Transfer (as that term is defined in the Amended and Restated Operating Agreement) (a "Tag Along Sale"), holders of Common Units then issued or issuable upon conversion of the ~~2018-Preferred Units~~ then-outstanding shall have the right to participate in the Tag Along Sale on a pro rata basis and on the same terms and conditions as govern the Tag Along Sale. In such instances, the Founder will give notice to each holder eligible to participate in the Tag Along Sale of his intention to sell Units (the "Notice"), and each eligible holder will have 10 days from the date of the Notice to elect to sell such holder's

pro rata share of Units for the price and upon the general terms specified in the Notice by giving written notice to the Founder and the Company and stating therein the quantity of Units to be sold, not to exceed such holder's pro rata share), and on the applicable sale date shall deliver such Units free and clear of any and all liens claims or encumbrances.

- (i) *Additional Members.* If, after the date hereof, the Company enters into an agreement with any Person to issue Units of membership interest of the Company to such Person, the Company will cause such Person, as a condition precedent to entering into such agreement, to become a party to this Agreement by executing a counterpart signature page to this Agreement or an adoption agreement in a form reasonably satisfactory to the Company, agreeing to be bound by and subject to the terms of this Agreement as a holder and thereafter such Person will be deemed a holder for all purposes under this Agreement.
- (j) *General.* Each Preferred Holder has the right of first refusal to purchase the Preferred Holder's Pro Rata Share of any New Securities (each as defined below) that the Company may from time to time issue after the date hereof; provided, however, the Preferred Holder will have no right to purchase any such New Securities if the Preferred Holder cannot demonstrate to the Company's reasonable satisfaction that such Preferred Holder is at the time of the proposed issuance of such New Securities an "accredited investor" as such term is defined in Regulation D of the Securities Act. A Preferred Holder's "Pro Rata Share" means the percentage of Common Units owned by such Preferred Holder on an as-if-converted basis.

(k) *New Securities.*

- i. "New Securities" means any Common Units or Preferred Units, whether now authorized or not, and rights, options or warrants to purchase Common Units or Preferred Units, and securities of any type whatsoever that are, or may become, convertible or exchangeable into Common Units or Preferred Units; provided, however, that "New Securities" does not include: ~~(A)~~ Common Units issued or issuable upon conversion of any outstanding ~~2018~~-Preferred Units; ~~(B)~~ Common Units or ~~2018~~-Preferred Units issuable upon exercise of any options, warrants, or rights to purchase any securities of the Company outstanding as of the date hereof and any securities issuable upon the conversion thereof; ~~(C)~~ Common Units or ~~2018~~-Preferred Units issued in connection with any Unit split, Unit dividend or recapitalization; ~~(D)~~ Common Units (or options, warrants or rights therefor) granted or issued after the date hereof to employees, officers, directors, contractors, consultants or advisers to, the Company or any subsidiary of the Company pursuant to incentive agreements, unit purchase or option plans, unit bonuses or awards, warrants, contracts or other arrangements that are approved by the Board; ~~(E)~~ any other Common Units or ~~2018~~-Preferred Units (and/or options or warrants therefor) issued or issuable primarily for other than equity financing purposes and approved by the Board; and ~~(F)~~ securities issued or issuable by the Company to the public pursuant to a registration statement filed under the Securities Act.
- ii. ~~Procedures.~~ If the Company proposes to undertake an issuance of New Securities, it will give notice to each Preferred Holder of its intention to issue New Securities (the "Notice"), describing the type of New Securities and the price and the general terms upon which the Company proposes to issue the New Securities. Each Preferred Holder will have 10 days from the date of the Notice, to agree in writing to purchase such Preferred Holder's Pro Rata Share of such New Securities for the price and upon the general terms specified in the Notice

by giving written notice to the Company and stating therein the quantity of New Securities to be purchased (not to exceed such Preferred Holder's Pro Rata Share).

- iii. ~~Failure to Exercise~~. If the Preferred Holders fail to exercise in full the right of first refusal within the 10-day period, then the Company will have 120 days thereafter to sell the New Securities with respect to which the Preferred Holders' rights of first refusal hereunder were not exercised, at a price and upon general terms not materially more favorable to the purchasers thereof than specified in the Notice to the Preferred Holders. If the Company has not issued and sold the New Securities within the 120-day period, then the Company will not thereafter issue or sell any New Securities without again first offering those New Securities to the Preferred Holders pursuant to ~~this~~ Section 3.5.5(k)(iii)4-11.

3.6 No Right to Return or Redemption. No Member has the right to require the return of all or any part of their capital or a distribution of any property from the Company prior to the Company's termination, and no holder of ~~2018~~ Preferred Units shall have the right to have the Company redeem any of its ~~2018~~ Preferred Units prior to a Liquidation Event.

3.7 Capital Accounts. The Company shall establish for each Member a separate capital account (a "Capital Account") on its books and records, and shall maintain each Capital Account in accordance with the following provisions:

3.7.1 Each Member's Capital Account shall be increased by the amount of:

- (a) such Member's Capital Contributions, including such Member's initial Capital Contribution and any additional Capital Contributions;
- (b) any Net Income or other item of income or gain allocated to such Member; and
- (c) any liabilities of the Company that are assumed by such Member or secured by any property distributed to such Member.

3.7.2 Each Member's Capital Account shall be decreased by:

- (a) the cash amount or Book Value of any property distributed to such Member;
- (b) the amount of any Net Loss or other item of loss or deduction allocated to such Member; and
- (c) the amount of any liabilities of such Member assumed by the Company or that are secured by any property contributed by such Member to the Company.

3.8 Succession Upon Transfer. Whenever any Membership Interests are transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred Membership Interests.

3.9 Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Agreement, and notwithstanding any, custom or rule of law to the contrary, to the extent that the deficit, if any, in the Capital Account of any Member results from or is attributable to deductions and losses of the Company (including non-cash items such as depreciation), or distributions of money pursuant to this Agreement, upon dissolution of the Company such deficit shall not be an asset of the Company and such Members shall not be obligated to contribute such amount to the Company to bring the balance of such Member's Capital Account to zero.

4. ALLOCATIONS AND DISTRIBUTIONS

4.1 **Allocations.**

- 4.1.1 Except as otherwise provided in this Agreement, Net Income and Net Loss and, to the extent necessary, individual items of income, gain, loss or deduction of the Company shall be allocated among the Members in a manner such that the Capital Account of each Member, immediately after making such allocation, is, as nearly as possible, equal (proportionately) to (i) the distributions that would be made to such Member pursuant to Section 4.3 hereof if the Company were dissolved, its affairs wound up, and its assets sold for cash equal to their fair market value, all Company liabilities were satisfied, and the net assets of the Company were distributed to the Members in accordance with Section 4.3 immediately after making such allocation, minus (ii) such Member's share of "minimum gain" and "partner minimum gain" (as those terms are defined in the federal income tax regulations), computed immediately prior to the hypothetical sale of assets. All allocations shall be determined in accordance with generally accepted accounting principles consistently applied and, where required, in accordance with Treasury Regulation 1.704-2 governing special allocations.
- 4.1.2 If any allocation for tax purposes called for under Section 4.1.1 is not permitted by the Code or other Applicable Law, the Company's subsequent income, gains, losses and deductions shall be allocated among the holders of the Units for tax purposes, to the extent permitted by the Code and other Applicable Law, so as to reflect as nearly as possible the allocation set forth in Section 4.1.1.
- 4.1.3 Items of Company taxable income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall be allocated among the holders of the Units in accordance with Code Section 704(c) and the traditional method with curative allocations of Treasury Regulations Section 1.704-3(c), so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its Book Value.
- 4.1.4 If the Book Value of any Company asset is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) as provided in clause (c) of the definition of Book Value, subsequent allocations of items of taxable income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c).
- 4.1.5 Allocations of tax credit, tax credit recapture and any items related thereto shall be allocated to the holders of the Units according to their interests in such items as determined in good faith by the Board taking into account the principles of Treasury Regulations Section 1.704-1(b)(4)(ii).
- 4.1.6 Allocations pursuant to Sections 4.1.3, 4.1.4, and 4.1.5 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Income, Net Losses, distributions or other items pursuant to any provisions of this Agreement.

4.2 **Allocations in Respect of Transferred Membership Interests.** Whenever during any Fiscal Year any Membership Interests are transferred in accordance with the terms of this Agreement, Net Income, Net Losses, and other items of income, gain, loss and deduction of the Company attributable to such Membership Interests for such Fiscal Year shall be determined using the interim closing of the books method.

4.3 **Distributions.** Distributions shall be made from time to time as may be determined by the Board, in their reasonable discretion (but in any event promptly following the occurrence of a Liquidation Event), pursuant to the following provisions and in the following order:

4.3.1 First, to the 2018 Preferred Holders until all accrued and unpaid 2018 Cumulative Dividends, if any, are satisfied. Distributions of accrued and unpaid 2018 Cumulative Dividends shall be made in accordance with the following provisions: (a) the Company shall treat 2018 Cumulative Dividends for any given year as a separate 2018 Cumulative Dividend; (b) the oldest accrued and unpaid 2018 Cumulative Dividends shall be paid first; (c) only those 2018 Preferred Holders who owned 2018 Preferred Units in any given year shall receive a distribution of the 2018 Cumulative Dividends for such year; and (d) with respect to a distribution of a 2018 Cumulative Dividend for any given year, the 2018 Preferred Holders who owned 2018 Preferred Units for such year shall share in such distribution of the 2018 Cumulative Dividend pro rata in proportion to such 2018 Preferred Holder's percentage ownership of the 2018 Preferred Units issued and outstanding in said year;

4.3.2 Second, after all accrued 2018 Cumulative Dividends have been satisfied, to the 2018 Preferred Holders, pro rata in proportion to their percentage ownership of the then-outstanding 2018 Preferred Units, until each 2018 Preferred Holder has received cumulative distributions equal to such 2018 Preferred Holder's 2018 Preferred Liquidation Preference, at which point, in accordance with Section 3.5.4, such 2018 Preferred Holder's 2018 Preferred Units shall convert, at the then-current conversion ratio, to Common Units;

4.3.3 Third, after all 2018 Preferred Liquidation Preferences have been satisfied, to the 2021 Preferred Holders until all accrued and unpaid 2021 Cumulative Dividends, if any, are satisfied. Distributions of accrued and unpaid 2021 Cumulative Dividends shall be made in accordance with the following provisions: (a) the Company shall treat 2021 Cumulative Dividends for any given year as a separate 2021 Cumulative Dividend; (b) the oldest accrued and unpaid 2021 Cumulative Dividends shall be paid first; (c) only those 2021 Preferred Holders who owned 2021 Preferred Units in any given year shall receive a distribution of the 2021 Cumulative Dividends for such year; and (d) with respect to a distribution of a 2021 Cumulative Dividend for any given year, the 2021 Preferred Holders who owned 2021 Preferred Units for such year shall share in such distribution of the 2021 Cumulative Dividend pro rata in proportion to such 2021 Preferred Holder's percentage ownership of the 2021 Preferred Units issued and outstanding in said year;

4.3.24.3.4 Fourth, after all accrued 2021 Cumulative Dividends have been satisfied, to the 2021 Preferred Holders, pro rata in proportion to their percentage ownership of the then-outstanding 2021 Preferred Units, until each 2021 Preferred Holder has received cumulative distributions equal to such 2021 Preferred Holder's 2021 Preferred Liquidation Preference, at which point, in accordance with Section 3.5.4, such 2021 Preferred Holder's 2021 Preferred Units shall convert, at the then-current conversion ratio, to Common Units;
~~and~~

4.3.34.3.5 ~~Third~~Fifth, to the Members in proportion to their percentage ownership of the then-outstanding Common Units (treating the ~~2018~~ Preferred Units on an as-if-converted basis).

4.4 Apportionment of Sale Proceeds. Upon a merger or consolidation of the Company with or into any other entity, or any other sale or disposition of all or substantially all of the Company's outstanding Units to another entity in one transaction or a series of related transactions, the Members will apportion the proceeds of such transaction(s) among themselves in the same order, manner, and proportions as such proceeds would have been distributed by the Company to the Members pursuant to Section 4.3 hereof.

4.5 Working Capital. Notwithstanding any provision of this Section 4, the Company shall at all times maintain a cash reserve in an amount as reasonably necessary for the working capital of the Company, as may be reasonably determined by the Board from time to time.

4.6 Tax Distributions. Notwithstanding anything to the contrary in this Agreement, subject to the availability of distributable cash (as determined by the Board), the Company shall distribute the cash of the Company to the Members as promptly as practicable, in proportion to the Net Income (and items thereof) and Net Loss (and items thereof) allocated to each Member, in an amount the Board deems sufficient to pay each Member's federal and state income tax liabilities related to the Net Income and Net Loss allocated to each Member for such period. Distributions made pursuant to this Section 4.6 shall not be considered distributions under Section 4.3.1 or Section 4.3.2.

5. MEMBERS

5.1 Admission of New Members.

5.1.1 New Members may be admitted by the Board from time to time (i) in connection with the issuance of Membership Interests by the Company and (ii) in connection with a transfer of Membership Interests permitted under this Agreement, and in either case, following compliance with the provisions of Section 5.1.2.

5.1.2 For any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or transfer of Membership Interests, such Person shall have executed and delivered to the Company a written undertaking to be bound by and perform its obligations under this Agreement.

5.2 No Personal Liability. Except as otherwise provided in the Act, by Applicable Law, or expressly in this Agreement, no Member will be obligated personally for any debt, obligation or liability of the Company or other Members, whether arising in contract, tort or otherwise, solely by reason of being a Member.

5.3 No Withdrawal. So long as a Member continues to hold any Membership Interests, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to hold any Membership Interests, such Person shall no longer be a Member.

5.4 Death. The death of any Member shall not cause the dissolution of the Company. In such event, the Company and its business shall be continued by the remaining Member or Members and Membership Interests owned by the deceased Member shall automatically be Transferred to such Member's heirs. Within a reasonable time after such Transfer, the applicable heirs shall execute and deliver to the Company a written undertaking to be bound by and perform their obligations under this Agreement.

5.5 Dissolution. If a Member is a legal entity and is dissolved or terminated, the Member's legal representative shall have the same rights, and only the same rights, as an assignee.

5.6 Meetings. Meetings of the Members shall be held at the office of the Company, or at such other place, either within or outside of the State of Louisiana, at a time and date as designated by the Board in the notice. Failure to hold an annual meeting shall not affect or vitiate the Company existence.

5.7 Notice of Meetings. Written notice of the time and place of the meeting of Members shall be given by the Board to all Members entitled to vote thereat at the Member's last known address, at least five (5) days and not more than sixty (60) days prior to the date fixed for said meeting.

5.8 Quorum. At any meeting of the Members, a quorum shall require the presence in person or by proxy of the Members holding a majority of the Common Units, on an as-converted basis, Subject to Section 5.12, no action at any meeting may be taken by the Members unless the appropriate quorum is present.

- 5.9 **Decisions By Majority of Membership Interests.** Except as otherwise provided in the Act, the Articles or this Agreement, and subject to Section 5.12, no action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of Members holding a majority of the Common Units, on an as-converted basis.
- 5.10 **Written Ballot.** On demand of any Member, the vote on any questions shall be by written ballot.
- 5.11 **Proxies.** Members may give other Members their proxy and such proxy may be granted in writing or as otherwise permitted by Applicable Law. All proxies shall be filed prior to or at the meeting for which they are given.
- 5.12 **Written Consent.** Any action of the Members may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by a Member or Members holding a majority of the outstanding Common Units, on an as-converted basis, and such consent shall have the same force and effect as a vote of the Members. A photostatic, facsimile, or similar reproduction of a writing, signed by a Member shall be regarded as an original for all purposes.
- 5.13 **Telephone Conference Calls.** A Member may participate in any meeting by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at the meeting.
- 5.14 **Company Records.** The Company shall keep a record of all meetings in a minute book.

5.15 Special Member Approval Rights.

~~5.14.1~~5.15.1 ~~Notwithst~~ Notwithst anding anything contained herein to the contrary, the Company shall not (whether by merger, consolidation, or otherwise) take any of the following actions without the approval of the holders of at least a majority of the ~~2018~~ Preferred Units:

(a) effect a Liquidation Event;

~~5.14.2~~ alter or change the rights, preferences or privileges of the 2018 Preferred Units so as to adversely affect such Units;

(b) increase or decrease the number of authorized ~~2018~~ Preferred Units of any class or series;

(c) issue or authorize the issuance of securities having a preference over or on a parity with the ~~2018~~ Preferred Units of any class or series;

(d) effect a subdivision of the outstanding Common Units or combine the outstanding Common Units; or

(e) cause the Common Units issuable upon the conversion of the 2018 Preferred Units to be changed into Units of different class of Units of the Company, whether by recapitalization, reclassification, or otherwise.

5.15.2 Notwithstanding anything contained herein to the contrary, the Company shall not (whether by merger, consolidation, or otherwise) alter or change the rights, preferences or privileges of the 2018 Preferred Units so as to adversely affect such Units without the approval of the holders of at least a majority of the 2018 Preferred Units.

5.15.3 Notwithstanding anything contained herein to the contrary, the Company shall not (whether by merger, consolidation, or otherwise) alter or change the rights, preferences or privileges

[of the 2021 Preferred Units so as to adversely affect such Units without the approval of the holders of at least a majority of the 2021 Preferred Units.](#)

6. MANAGERS

6.1 Board of Managers.

- 6.1.1 Subject to Section 5.15 above, the Company's business and affairs shall be managed, operated, and controlled by or under the direction of the Managers, acting collectively and not individually (the "Board"), which shall have full authority and discretion to conduct any and all business of and for the Company and to take such actions as the Board may deem necessary or advisable to carry out any and all of the objectives and purposes of the Company, including but not limited to the opening and maintaining bank accounts, negotiating and the execution of loan agreement, the acquisition, encumbrance of any movable or immovable property, the authorization and issuance of debt or convertible debt under such terms and conditions deemed advisable, the establishment of the initial number and classes of units of ownership in the Company. No Manager need be a Member of the Company.
- 6.1.2 The Board shall be composed of three (3) Managers. Managers shall hold office until their successors are elected and qualify. At each meeting called for the purpose of electing Managers of the Company or at any other time or times as they may agree, (1) Gerald J. Drefahl, (ii) FMOLHS and (iii) the holders set forth on **Exhibit B** attached hereto, as a group (collectively referred to as the "Seed Investors"), each have the right to designate or nominate a Manager (but only so long as at least one member of the nominating group is a holder of Membership Interests), and each Member will, and agrees to, vote or give a consent regarding all Membership Interests in favor of the election of all the individuals so nominated by the Designating Members. For purposes of this Section, Gerald J. Drefahl, FMOLHS and the Seed Investors are sometimes collectively referred to herein as the "Designating Members".
- 6.1.3 No Member may vote or give a consent regarding any Membership Interests in favor of the removal of a Manager nominated by any Designating Member; provided, however, that on the request of a Designating Member to remove a Manager nominated by the requesting Designating Member, each Member will, and agrees to, vote or give a consent regarding all Membership Interests in favor of the removal of that Manager.
- 6.1.4 If any vacancy occurs on the Board because of the death, disability, resignation, retirement or removal of a Manager nominated and elected in accordance with this Section, the Designating Member who nominated the individual creating the vacancy or, if the vacancy occurs because the Designating Member having the right to nominate a Manager failed to do so, the Designating Member who has the right to make the nomination will nominate a successor, and each Member will, and agrees to, vote or give a consent regarding all Membership Interests in favor of the election of the nominated successor to the Manager. Any vacancy that occurs is required to be filled as promptly as possible on the request of the Designating Member having the right to nominate an individual to fill the vacancy.
- 6.1.5 The Seed Investors may take any actions as a group under this Section as a Designating Member only by the affirmative vote or consent of the Seed Investors holding a majority of the 2018 Preferred Units held by such Seed Investors.
- 6.1.6 If the Company amends this Agreement or the Articles or repeals this Agreement or the Articles, and adopts a new operating agreement or articles of organization for the Company and the amendment or new operating agreement or articles of organization affects the size or composition of the Board in violation of this Agreement, each Member will use reasonable best efforts to cause the amendment or new operating agreement or articles of

organization to be further amended so as to be consistent with this Agreement, and each Member agrees to vote or give a consent regarding all Membership Interests accordingly.

- 6.1.7 No Member will vote or give a consent regarding any Membership Interests in favor of an amendment or repeal of this Agreement or the Company's articles of organization or for the adoption of a new operating agreement or articles of organization by the Company, without the consent of all the other Members, if the amendment or repeal of this Agreement, or the Company's articles of organization, or the new operating agreement or articles of organization would affect the size or composition of the Board in violation of this Agreement.

6.2 Board Meetings.

- 6.2.1 Regular meetings of the Board shall be held on such date and at any place as may be designated from time to time by the Board. Special meetings of the Board may be called at any time by any Manager by written notice to the other Managers. A special meeting of the Board shall be held on such date and at any place as may be designated from time to time by the Board. In the absence of designation, such meeting shall be held at such place as may be designated in the call.

- 6.2.2 The Company shall give notice to each Manager of each regular and special meeting of the Board. The notice shall state the time and place of the meeting. Notice is given to a Manager when it is delivered personally to him or her, left at his or her residence or usual place of business, or sent by telegraph, facsimile transmission or telephone, at least twenty-four (24) hours before the time of the meeting or, in the alternative by mail to his or her address as it shall appear on the records of the Company, at least seventy-two (72) hours before the time of the meeting. Unless a resolution of the Board provides otherwise, the notice need not state the business to be transacted at or the purposes of any regular or special meeting of the Board. No notice of any meeting of the Board need be given to any Manager who attends, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened, or to any Manager who, in a writing executed and filed with the records of the meeting either before or after the holding thereof, waives such notice. Any meeting of the Board, regular or special, may adjourn from time to time to reconvene at the same or some other place, and no notice need be given of any such adjourned meeting other than by announcement.

6.3 Action by Board.

- 6.3.1 A majority of the entire Board shall constitute a quorum for the transaction of business. The action of a majority of the Managers present at a meeting at which a quorum is present is action of the Board.
- 6.3.2 On any matter that is to be voted on by the Board, a Manager may vote in person or by proxy, and such proxy may be granted in writing or as otherwise permitted by Applicable Law. Every proxy shall be revocable in the discretion of the Manager executing it unless otherwise provided in such proxy; provided, that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation. A photostatic, facsimile, or similar reproduction of a writing, signed by a Manager shall be regarded as an original for all purposes.
- 6.3.3 Members of the Board may participate in a meeting by means of a conference telephone or similar communications equipment if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means constitutes presence in person at a meeting.

6.3.4 Any action of the Board may be taken without a meeting if a written consent signed by all Managers shall approve such action. Such consent shall have the same force and effect as a vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Louisiana.

6.4 Officers. The Board may appoint individuals as officers of the Company (the "Officers") as they deem necessary or desirable to carry on the business of the Company and the Board may delegate to such Officers such power and authority as the Board deem advisable. No Officer need be a Member of the Company. Any individual may hold two or more offices of the Company. Each Officer shall hold office until his successor is designated by the Board or until his earlier death, resignation or removal. Any Officer may resign at any time upon written notice to the Board. Any Officer may be removed by the Board with or without cause at any time. A vacancy in any office occurring because of death, resignation, removal or otherwise, may, but need not, be filled by the Board.

6.5 Other Activities of Managers, Business Opportunities. Managers shall devote so much time and attention to the business of the Company as they deem appropriate in their sole discretion. Nothing contained in this Agreement shall prevent any Manager from engaging in any other activities or businesses, regardless of whether those activities or businesses are similar to or competitive with the Company. None of the Managers shall be obligated to account to the Company or to the Members for any profits or income earned or derived from other such activities or businesses. None of the Managers shall be obligated to inform the Company or the Members of any business opportunity of any type or description.

6.6 Compensation and Reimbursement of Managers: No Employment.

6.6.1 The Managers shall not be compensated for their services as Managers, but the Company shall reimburse the Managers for all ordinary, necessary and direct expenses incurred by the Managers in performance of their duties as Managers. All reimbursements for expenses shall be reasonable in amount. Nothing contained in this Section 6.6.1 shall be construed to preclude any Manager from serving the Company in any other capacity and receiving compensation for such services, provided however, that any such compensation must be in an amount that is reasonable and customary for such services as they would be provided in an arm's length relationship.

6.6.2 This Agreement does not, and is not intended to, confer upon any Manager any rights with respect to continued employment by the Company, and nothing herein should be construed to have created any employment agreement with any Manager.

6.7 No Personal Liability. Except as otherwise provided in the Act, by Applicable Law or expressly in this Agreement, no Manager will be obligated personally for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Manager.

7. LIMITATION ON TRANSFER OF MEMBER INTEREST

7.1 Transfer Restriction. No Member may Transfer, or permit a Transfer of, all or any part of its Membership Interest unless (a) the Transfer (i) is approved by the Board or (ii) is a Permitted Transfer; (b) after giving effect thereto, the Transfer would not otherwise terminate the Company for the purposes of Code Section 708 or cause the Company to be classified as other than a partnership for U.S. federal income tax purposes; and (c) the Transfer would not result in a violation of applicable law, including U.S. federal or state securities laws, or any term or condition of this Agreement. Any purported Transfer by a Member or any Assignee that is not in compliance with this Agreement is hereby declared to be null and void and of no force or effect whatsoever.

- 7.2 **Substitute Member, Assignee.** A Permitted Transferee shall have the right to be admitted as a substitute Member only after it delivers such instruments and takes such action as the Board shall deem reasonably necessary or desirable to effect such substitution, including, without limitation, delivering (i) an appropriate agreement to adopt and be bound by the terms of this Agreement, (ii) an opinion of counsel satisfactory to the Board, and paying to the Company such amount of money as is sufficient to cover all expenses incurred by or on behalf of the Company in connection with its substitution. Unless an Assignee becomes a substitute Member, it shall not be entitled to any of the rights (including voting rights) granted to a Member hereunder or under the Act, other than the right to receive the share of distributions and any other items attributable to a Member's Units to which its assignor would otherwise be entitled.

8. DISPUTE RESOLUTION

- 8.1 **Agreement to Use Procedure.** The Members have formed the Company in good faith and in the belief that it is mutually advantageous to them. It is with that same spirit of cooperation that they pledge to attempt to resolve any dispute amicably without the necessity of litigation. Accordingly, they agree if any dispute arises between them relating to the Company (the "Dispute"), they will first utilize the procedures specified in this section (the "Procedure") prior to the commencement of any legal action.
- 8.2 **Initiation of Procedure.** The party seeking to initiate the Procedure (the "Initiating Party") shall give written notice to the other party, describing in general terms the nature of the Dispute, the Initiating Party's claim for relief and identifying one or more individuals with authority to settle the Dispute on such party's behalf. The party receiving such notice (the "Responding Party") shall have five (5) business days within which to designate by written notice to the Initiating Party, one or more individuals with authority to settle the Dispute on such party's behalf. (The individuals so designated shall be known as the "Authorized Individuals").
- 8.3 **Direct Negotiations.** The Authorized Individuals shall be entitled to make such investigation of the Dispute as they deem appropriate, but agree to promptly, and in no event later than thirty (30) days after the date of the Initiating Party's written notice, meet to discuss resolution of the Dispute. The Authorized Individuals shall meet at such times and places and with such frequency as they may agree. If the Dispute has not been resolved within thirty (30) days from the date of their initial meeting, the parties shall cease direct negotiations and shall submit the Dispute to mediation in accordance with the following procedure.
- 8.4 **Selection of Mediator.** The Authorized Individuals shall have five (5) business days from the date they cease direct negotiations to submit to each other a written list of acceptable qualified attorney-mediators not affiliated with any of the parties. Within five (5) days after the date of receipt of such list, the Authorized Individuals shall rank the mediators in numerical order of preference and exchange such rankings. If one or more names are on both lists, the highest ranking persons shall be designated as the mediator. If no mediator has been selected under this procedure, the parties agree jointly to request a State or Federal District Judge of their choosing to supply within ten (10) business days a list of potential qualified attorney-mediators. Within five (5) business days after receipt of the list, the parties shall again rank the proposed mediators in numerical order of preference and shall simultaneously exchange such list and shall select as the mediator the individual receiving the highest combined ranking. If such mediator is not available to serve, they shall proceed to contact the mediator who was next highest in ranking until they are able to select a mediator.
- 8.5 **Time and Place for Mediation.** In consultation with the mediator selected, the parties shall promptly designate a mutually convenient time and place for the mediation, and unless circumstances require otherwise, such time to be not later than forty-five (45) days after selection of the mediator.

- 8.6 Exchange of Information.** In the event any party of this Agreement has substantial need for information in the possession of another party to this Agreement in order to prepare for the mediation, all parties shall attempt in good faith to agree on procedures for the expeditious exchange of such information, with the help of the mediator, if required.
- 8.7 Summary of Views.** At least seven (7) days prior to the first scheduled session of the mediation, each party shall deliver to the mediator and to the other party a concise written summary of its views on the matter in Dispute, and such other matters required by the mediator, The mediator may also require that a confidential issue paper may be submitted by each party to him.
- 8.8 Parties to be Represented.** In the mediation, each party shall be represented by an Authorized Individual and may be represented by counsel. In addition, each party may, with permission of the mediator, bring such additional persons as needed to respond to questions, contribute information and participate in the negotiations.
- 8.9 Conduct to Mediation.** The mediator shall determine the format for the meetings, designated to assure that both the mediator and the Authorized Individual have an opportunity to hear an oral presentation of each party's views on the matter in dispute, and that the authorized parties attempt to negotiate a resolution of the matter in dispute, with or without the assistance of counsel or others, but with the assistance of the mediator. To this end, the mediator is authorized to conduct both meetings and separate private caucuses with the parties. The mediation session shall be private. The mediator will keep confidential all information learned in private caucus with any party unless specifically authorized by such party to make disclosures of the information to the other party, The parties agree to sign a document agreeing that the mediator shall be governed by such rules as the mediator shall prescribe. The parties commit to participate in the proceedings in good faith with the intention of resolving the Dispute, if at all possible.
- 8.10 Termination of Procedure.** The parties agree to participate in the mediation procedure to its conclusion. The mediation shall be determined (i) by the execution of a settlement agreement by the parties, (ii) by a declaration of the mediator that the mediation is terminated, or (iii) by a written declaration of a party to the effect that the mediation process is terminated at the conclusion of one full day's mediation session. Even if the mediation is terminated without a resolution of the Dispute, the parties agree not to terminate negotiations and not to commence any legal action or seek other remedies prior to the expiration of five (5) days following the mediation. Notwithstanding the foregoing, any party may commence litigation with such five (5) day period if litigation could be barred by an applicable statute of limitations or in order to request an injunction to prevent irreparable harm.
- 8.11 Fees of Mediator.** Disqualification. The fees and expenses of the mediator shall be shared equally by the parties. The mediator shall be disqualified as a witness, consultant, expert or counsel for any party with respect to the Dispute and any related matters.
- 8.12 Confidentiality.** Mediation is a compromise negotiation for purposes of the Federal and State Rules of Evidence and constitutes privileged communication under Louisiana law. The entire mediation process is a confidential, and no stenographic, visual or audio record shall be made. All conduct, statements, promises, offers, views and opinions, whether oral or written, made in the course of the mediation by any party, their agents, employees, representatives or other invitees and by the mediator are confidential and shall, in addition and where appropriate, be deemed to be privileged. Such conduct, statements, promises, offers, views and opinions shall not be discoverable or admissible for any purposes, including impeachment, in any litigation or other proceeding involving the parties, and shall not be disclosed to anyone not an agent, employee, expert witness, or representative of any of the parties; provided, however, that evidence otherwise discoverable or admissible is not excluded from discovery or admission as a result of its use in the mediation.

9. MISCELLANEOUS

9.1 Taxes.

- 9.1.1 Fiscal Year. The fiscal year of the Company shall begin on January 1st.
- 9.1.2 Tax Returns. The Board shall cause to be prepared and filed all necessary federal and state tax returns and make all elections necessary or appropriate.
- 9.1.3 Basis Adjustment. If a distribution of the Company property as described in Section 734 of the Code occurs or if a transfer of a Membership Interest as described in Section 743 of the Code occurs, on the written request of any Member, the Company shall elect to adjust the basis of Company properties pursuant to Code Section 754.
- 9.1.4 Partnership Taxation. Neither the Company, any Manager nor any Member may make an election for the Company to be excluded from the application of the provisions of Subchapter K (Partners & Partnership) of Chapter 1 (Normal Taxes and Surtaxes) of Subtitle A (Income Taxes) of the code or any similar provisions of applicable state law.
- 9.1.5 Partnership Representative. Matthew T. Adler shall serve as the "partnership representative" (as defined in Code Section 6223(a)) of the Company. The partnership representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including, without limitation, administrative and judicial proceedings (collectively, "Audits"), and to expend Company funds for professional services and costs associated therewith. The Members agree to cooperate with each other and to do or refrain from doing any and all things reasonably required to conduct such proceedings. The Company shall indemnify and hold harmless the partnership representative and its directors, officers, stockholders, employees, agents, managers, members, and partners, if any, from and against any loss, expense, damage or injury suffered or sustained by them by reason of any acts, omissions or alleged acts or omissions arising out of its activities on behalf of the Company as partnership representative, unless a court of competent jurisdiction finally determines (all appeals having been exhausted or waived) that such partnership representative's course of conduct constituted fraud, gross negligence or willful misconduct of such partnership representative. The Members specifically acknowledge that the partnership representative shall not be liable, responsible or accountable in damages or otherwise to the Company or any Member with respect to any action taken by the partnership representative with respect to an Audit.

- 9.2 Reports. On or before the 120th day following the end of each fiscal year during the term of the Company, the Board shall cause each Member to be furnished with a balance sheet, an income statement, and a statement of changes in the Members' capital of the Company for, or as of the end of, that year prepared by a firm of certified public accountants. These financial statements must be prepared in accordance with accounting principles generally employed for cash-basis records consistently applied (except as therein noted).

- 9.3 Accounts. The Board shall establish and maintain one or more separate bank and investment accounts and arrangements for Company funds in the Company name with financial institutions and firms that the Members determine. The Company's funds shall not be commingled with the funds of any Members.

- 9.4 No Certificates of Ownership. The Company will not issue certificates of ownership.

- 9.5 Dissolution.** At the time of termination, the Members may designate a Member or such other person or entity as they choose to conduct the winding up and dissolution of the Company in accordance with the Act. Upon termination, the Company affairs shall be wound up and a final accounting made. As expeditiously as possible, all debts and obligations of the Company shall be paid and discharged in accordance with the Act.
- 9.6 Indemnification.** Any person made a party to any civil or criminal action, suit or proceeding by reason of the fact that he, his testator or predecessor, is or was a Member, agent or officer of the Company, shall be indemnified by the Company against the reasonable expenses, including, without limitation attorneys' fees and amounts paid in satisfaction of judgment or in settlement, actually and reasonably incurred by him or imposed upon him in connection with, or resulting from the defense of, such civil or criminal action, suit or proceeding, or in connection with or resulting from any appeal therein, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The Company shall obtain and maintain from financially sound and reputable insurers directors and officers liability insurance in an amount, with a carrier, and on terms and conditions satisfactory to the Board.
- 9.7 Record Date.** For the purpose of determining Members entitled to notice of and to vote at a meeting, or to receive a distribution, or for any other proper purpose, shall if no other date is appropriate, for the purpose of determining Members (i) entitled to notice of and to vote at a meeting, the close of business on the day before the notice of the meeting is mailed, or if notice is waived, the close of business on the day before the meeting, shall be the record date for such purpose, or (ii) for any other purpose, the close of business on the day on which the resolution relating thereto shall be adopted.
- 9.8 Insurance.** No Manager or Member shall have any power or incident of ownership over any life insurance policy owned by the Company insuring their life. If life insurance is owned by the Company, any Member other than the Member whose life is insured may exercise all rights in connection therewith.
- 9.9 Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and shall be deemed to have been given if placed in the United States mail, certified, return receipt requested, postage prepaid, or if personally delivered, addressed as shown on the first page hereof. Each of the foregoing shall be entitled to specify a different address by giving written notice thereof as hereinabove provided.
- 9.10 Headings.** Section and paragraph headings are not to be considered part of this agreement, are included solely for convenience and are not intended to be full or accurate descriptions of the content thereof.
- 9.11 Further Assurances.** In connection with this Agreement, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement.
- 9.12 Amendment; Waiver.** No modification, amendment, or waiver of any provision of this Agreement or the Articles shall be effective unless such modification, amendment, or waiver is approved in writing by (i) the Board, (ii) the holders of a majority of the then-outstanding Common Units, and (iii) the holders of a majority of the then-outstanding ~~2018~~-Preferred Units; provided, however, that no such modification, amendment, or waiver shall adversely affect any Member in a manner different from the other Members without the prior written consent of the Member(s) so adversely affected. Notwithstanding any waiver of the provisions of Section 3.5 above, in the event any holder of ~~2018~~ Preferred Units actually purchases Membership Interests in connection with any Notice, then each of the other holders of ~~2018~~-Preferred Units shall be permitted to participate in such offering on a pro rata basis (based on the proportionate participation of the holder of ~~2018~~-Preferred Units purchasing the largest proportion of Membership Interests in such offering).

9.13 Waiver of Certain Rights. Each Member irrevocably waives any right it may have to maintain any action for dissolution of the Company or for partition of the property of the Company.

9.14 Exculpation.

9.14.1 No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's fraud, gross negligence, or willful misconduct.

9.14.2 A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

9.14.3 To the fullest extent permitted by law and notwithstanding any other provision of this Agreement or in any agreement contemplated herein or applicable provisions of law or equity or otherwise, whenever in this Agreement a Covered Person is permitted or required to make a decision (i) in its "discretion" or under a grant of similar authority or latitude, such Covered Person shall be entitled to consider only such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person or (ii) in its "good faith" or under another express standard, such Covered Person shall act under such express standard and shall not be subject to any other or different standard.

9.14.4 To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or any other Member, any Covered Person acting under this Agreement or otherwise shall not be liable to the Company or any Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed upon by the parties hereto to replace such other duties and liabilities of such Covered Person.

9.14.5 For purposes of this Agreement, "Covered Person" means each Member, each Manager, and their respective directors, officers, stockholders, managers, members, partners (whether general or limited), employees, agents, and affiliates.

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Schedule 1

Member	Type	Capital Contribution	Equity Shares/Units	% Equity	Fully Diluted	% Fully Diluted	Fully Diluted Value
Erol Akdamar	Preferred	150,000.00	3,129.73	2.06%	3,129.73	1.88%	244,935.71
6042 Lakehurst Avenue							
Dallas, TX 75230							
ekdamar@gmail.com							
Bellard Group, LLC	Preferred	100,000.00	2,071.37	1.36%	2,071.37	1.24%	162,106.91
110 Hubbell Road West							
New Orleans, LA 70114							
leonce.bellard@gmail.com							
Maple Leaf Discovery I, L.P.	Preferred	181,369.54	3,121.80	2.06%	3,121.80	1.87%	244,314.84
140 E. St. Lucia Lane							
Santa Rosa Beach, FL 32459							
dane@mapleleafaffunds.com							
Maple Leaf Partners, L.P.	Preferred	139,559.02	1,783.25	1.17%	1,783.25	1.07%	139,559.07
140 E. St. Lucia Lane							
Santa Rosa Beach, FL 32459							
dane@mapleleafaffunds.com							
Tiger RV Rentals (Amy Wynn David, Principal)	Preferred	150,000.00	3,131.62	2.06%	3,131.62	1.88%	245,083.66
19421 N. Muirfield Circle							
Baton Rouge, LA 70810							
amywwdavid@gmail.com							
2016 Macfarland Family Trust (Chris W. MacFarland TTEE)	Preferred	100,000.00	2,086.49	1.37%	2,086.49	1.25%	163,290.47
5 Heather Glen Circle							
Trophy Club, TX 76262							
chris.macfarland@masergy.com							
Donald B. Bohn Jr.	Preferred	250,000.00	5,226.46	3.44%	5,226.46	3.13%	409,027.56
3400 N Causeway Blvd							
Metairie, LA 70002							
dbohn@bohnbro.com							
The Catalyst Fund Inc.	Preferred	175,000.00	3,444.92	2.27%	3,444.92	2.07%	269,602.84
7117 Florida Blvd							
Baton Rouge, LA 70806							
bill@innovationcatalyst.com							
Quita Cutrer	Preferred	125,000.00	1,597.22	1.05%	1,597.22	0.96%	125,000.05
19211 Links Court							
Baton Rouge, LA 70810							
quitacutrer@burnsandco.com							
Robert Walker	Preferred	150,000.00	1,916.67	1.26%	1,916.67	1.15%	150,000.06
1179 Echo Lake							
Franklin, TN 37069							
rwalker@chickasawcap.com							
Daniel Brown	Preferred	600,000.00	7,666.67	5.05%	7,666.67	4.60%	600,000.23
P O Box 800							
St. Francisville, LA 70775							
danbrown1957@yahoo.com							
Matthew Adler	Preferred	300,000.00	3,833.33	2.53%	3,833.33	2.30%	300,000.12
1673 Belmont Ave							
Baton Rouge, LA 70808							
matt.adler@kinesicshms.com							
FMOL Health System	Preferred	-	6,388.89	4.21%	6,388.89	3.83%	500,000.28
4200 Essen Lane							
Baton Rouge, LA 70809							
jeffrey.limbocker@fmlhs.org							

Schedule 1

Third/Fourth Amended and Restated Operating Agreement
Kinesics

Applica Scientific, Inc.	Preferred	-	8,019.92	5.28%	8,019.92	4.81%	627,646.16
8550 United Plaza Blvd, Suite 702							
Baton Rouge, LA 70809							
davis@applicascientific.com							
Gerald Drefahl	Common	-	88,146.74	58.07%	88,146.74	52.85%	6,898,443.20
11141 N Oak Hills Pkwy							
Baton Rouge, LA 70810							
gerald.drefahl@kinesicshms.com							
Daniel Brown	Common	-	3,833.33	2.53%	3,833.33	2.30%	300,000.12
P O Box 800							
St. Francisville, LA 70775							
danbrown1957@yahoo.com							
FMOL Health System	Common		6,388.89	4.21%	6,388.89	3.83%	500,000.28
4200 Essen Lane							
Baton Rouge, LA 70809							
jeffrey.limbocker@fmolhs.org							
Performance Unit Plan	PUP	-	-	-	15,000.00	8.99%	1,173,913.50
			151,787.31	100.00%	166,787.31	100.00%	13,052,925.07

Exhibit B
Seed Investor List

Kinesics LLC
Seed Investors

Member	Authorized Agent	Address	Email	Shares/Unit	% Seed Investor
Erol Akdamar		6042 Lakehurst Avenue, Dallas, TX 75230	eakdamar@gmail.com	3,129.73	8.02%
Bellard Group, LLC	Jheri Corb, Member	110 Hubbell Road West, New Orleans, LA 70114	leonce.bellard@gmail.com	2,071.37	5.31%
Maple Leaf Discovery I, L.P.	Dane Andreeff, General Partner	140 E. St. Lucia Lane, Santa Rosa Beach, FL 32459	dane@mapleleafunds.com	3,121.80	8.00%
Maple Leaf Partners, L.P.	Dane Andreeff, General Partner	140 E. St. Lucia Lane, Santa Rosa Beach, FL 32459	dane@mapleleafunds.com	1,783.25	4.57%
Tiger RV Rentals, LLC	Amy Wynn David, President	19421 N. Muirfield Circle, Baton Rouge, LA 70810	amywwdavid@gmail.com	3,131.62	8.03%
2016 Macfarland Family Trust	Chris W. MacFarland, Trustee	5 Heather Glen Circle, Trophy Club, TX 76262	chris.macfarland@masergy.com	2,086.49	5.35%
Donald B. Bohn Jr.		3400 N Causeway Blvd, Metairie, LA 70002	dbohn@bohnbro.com	5,226.46	13.40%
The Catalyst Fund Inc.	Louis Freeman Jr, CEO	7117 Florida Blvd, Baton Rouge, LA 70806	bill@innovationcatalyst.com	3,444.92	8.83%
Quita Cutrer		19211 Links Court, Baton Rouge, LA 70810	quitacutrer@burnsandco.com	1,597.22	4.09%
Robert Walker		1179 Echo Lake, Franklin, TN 37069	rwalker@chickasawcap.com	1,916.67	4.91%
Daniel Brown		P O Box 800, St. Francisville, LA 70775	danbrown1957@yahoo.com	7,666.67	19.65%
Matthew Adler		1673 Belmont Ave, Baton Rouge, LA 70808	matt.adler@kinesicsllc.com	3,833.33	9.83%

39,009.54 100%

EXHIBIT C
INVESTMENT AGREEMENT

(See subsequent pages.)

Exhibit to
Unanimous Written Consent Resolutions
Kinesics LLC
Effective December 1, 2021



KINESICS LLC
2021 Preferred Units Investment Agreement

This **2021 Preferred Investment Agreement** (this "Agreement") is dated as of the Agreement Date and is between the Company and the Purchasers.

The parties agree as follows:

1. **DEFINITIONS.** Capitalized terms used and not otherwise defined in this Agreement or the Exhibits and Schedules to this Agreement have the meanings set forth in **Exhibit A**.
2. **INVESTMENT.** Subject to the terms and conditions of this Agreement, including the Agreement Terms set forth in **Exhibit B**, (i) each Purchaser will purchase at the applicable Closing and the Company will sell and issue to such Purchaser at such Closing that number of 2021 Preferred Units set forth opposite such Purchaser's name on **Schedule 1**, at a price per Unit equal to the Purchase Price (subject to any applicable discounts where all or a portion of such Purchase Price is being paid by conversion of convertible securities of the Company issued to such Purchaser) and (ii) each Purchaser, and the Company agree to be bound by the obligations set forth in this Agreement and to grant to the other parties to this Agreement the rights set forth in this Agreement.
3. **ENTIRE AGREEMENT.** This Agreement (including the Exhibits and Schedules to this Agreement) together with the Fourth Amended and Restated Operating Agreement of Kinesics LLC constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled.

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EXHIBIT A
DEFINITIONS

1. OVERVIEW DEFINITIONS.

- a. **"Agreement Date"** means _____.
- b. **"Company"** means Kinesics LLC.
- c. **"Governing Law"** means the laws of the State of Louisiana.
- d. **"Dispute Resolution Jurisdiction"** means the federal or state courts located in East Baton Rouge Parish, State of Louisiana.
- e. **"Person"** means any individual, corporation, partnership, trust, limited liability company, association, or other entity.
- f. **"State of Organization"** means Louisiana.
- g. **"Performance Unit Plan"** means the Kinesics LLC Performance Unit Plan.

2. TERM SHEET DEFINITIONS.

- a. **"Purchase Price"** means \$78.2609 per Unit (subject to any applicable discounts where all or a portion of such Purchase Price is being paid by cancellation or conversion of indebtedness or other convertible securities of the Company issued primarily for capital raising purposes to such Purchaser).
- b. **"Unawarded Post-Money Performance Unit Percent"** means 5.15%.
- c. **"Purchaser Counsel Reimbursement Amount"** means \$10,000.

3. RESULTING CAP TABLE DEFINITIONS.

- a. **"Common Units Issued and Outstanding Pre-Money"** means 151,787.31.
- b. **"Total Post-Money Units Reserved for Performance Unit Plan"** means 15,000.
- c. **"Number of Issued And Outstanding Performance Units"** means 6,415.94.
- d. **"Unawarded Post-Money Performance Units"** means 8,584.06.

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SCHEDULE 1
SCHEDULE OF PURCHASERS & FOUNDERS

Member	Type	Capital Contribution	Equity Shares	% Equity	Fully Diluted Shares	% Fully Diluted	Fully Diluted Value
Erol Akdamar	Preferred	150,000.00	3,129.73	2.06%	3,129.73	1.88%	244,935.71
6042 Lakehurst Avenue							
Dallas, TX 75230							
eakdamar@gmail.com							
Bellard Group, LLC	Preferred	100,000.00	2,071.37	1.36%	2,071.37	1.24%	162,106.91
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leonce.bellard@gmail.com							
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140 E. St. Lucia Lane							
Santa Rosa Beach, FL 32459							
dane@mapleleafunds.com							
Maple Leaf Partners, L.P.	Preferred	139,559.02	1,783.25	1.17%	1,783.25	1.07%	139,559.07
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Santa Rosa Beach, FL 32459							
dane@mapleleafunds.com							
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19421 N. Muirfield Circle							
Baton Rouge, LA 70810							
amywwdavid@gmail.com							
2016 MacFarland Family Trust (Chris W. MacFarland TTEE)	Preferred	100,000.00	2,086.49	1.37%	2,086.49	1.25%	163,290.47
5 Heather Glen Circle							
Trophy Club, TX 76262							
chris.macfarland@masergy.com							
Donald B. Bohn Jr.	Preferred	250,000.00	5,226.46	3.44%	5,226.46	3.13%	409,027.56
3400 N Causeway Blvd							
Metairie, LA 70002							
dbohn@bohnpros.com							
The Catalyst Fund Inc.	Preferred	175,000.00	3,444.92	2.27%	3,444.92	2.07%	269,602.84
7117 Florida Blvd							
Baton Rouge, LA 70806							
bill@innovationcatalyst.com							
Quita Cutrer	Preferred	125,000.00	1,597.22	1.05%	1,597.22	0.96%	125,000.05
19211 Links Court							
Baton Rouge, LA 70810							
quitacutrer@burnsandco.com							
Robert Walker	Preferred	150,000.00	1,916.67	1.26%	1,916.67	1.15%	150,000.06
1179 Echo Lake							
Franklin, TN 37069							
rwalker@chickasawcap.com							
Daniel Brown	Preferred	600,000.00	7,666.67	5.05%	7,666.67	4.60%	600,000.23
P O Box 800							
St. Francisville, LA 70775							
danbrown1957@yahoo.com							
Matthew Adler	Preferred	300,000.00	3,833.33	2.53%	3,833.33	2.30%	300,000.12
1673 Belmont Ave							
Baton Rouge, LA 70808							
matt.adler@kinesicshms.com							
FMOL Health System	Preferred	-	6,388.89	4.21%	6,388.89	3.83%	500,000.28
4200 Essen Lane							
Baton Rouge, LA 70809							
jeffrey.limbocker@fmols.org							

Applica Scientific, Inc.	Preferred	-	8,019.92	5.28%	8,019.92	4.81%	627,646.16
8550 United Plaza Blvd, Suite 702							
Baton Rouge, LA 70809							
davis@applicascientific.com							
Gerald Drefahl	Common	-	88,146.74	58.07%	88,146.74	52.85%	6,898,443.20
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Baton Rouge, LA 70810							
gerald.drefahl@kinesicshms.com							
Daniel Brown	Common	-	3,833.33	2.53%	3,833.33	2.30%	300,000.12
P O Box 800							
St. Francisville, LA 70775							
danbrown1957@yahoo.com							
FMOL Health System	Common	-	6,388.89	4.21%	6,388.89	3.83%	500,000.28
4200 Essen Lane							
Baton Rouge, LA 70809							
jeffrey.limbocker@fmolhs.org							
Performance Unit Plan	PUP	-	-	-	15,000.00	8.99%	1,173,913.50
			151,787.31	100.00%	166,787.31	100.00%	13,052,925.07

EXHIBIT B
AGREEMENT TERMS

1. PURCHASE AND SALE OF 2021 Preferred Units.

1.1. Sale and Issuance of 2021 Preferred Units.

- 1.1.1. On or before the Initial Closing, the Company will adopt the Fourth Amended and Restated Operating in substantially the form of **Exhibit C** attached to this Agreement (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Amended and Restated Operating Agreement").
- 1.1.2. Subject to the terms and conditions of this Agreement, each investor listed as a purchaser on **Schedule 1** (each, a "Purchaser") will purchase at the applicable Closing and the Company agrees to sell and issue to such Purchaser at such Closing that number of 2021 Preferred Units of the Company ("2021 Preferred Units") set forth opposite such Purchaser's name on **Schedule 1**, at a purchase price per Unit equal to the Purchase Price.

1.2. Closing; Delivery.

- 1.2.1. The initial purchase and sale of the 2021 Preferred Units hereunder will take place remotely via the exchange of documents and signatures on the Agreement Date or any subsequent date on which one or more Purchasers execute counterpart signature pages to this Agreement and deliver the aggregate Purchase Price to the Company (such date, the "Initial Closing").
- 1.2.2. At any time and from time to time during the 180-day period immediately following the Initial Closing, the Company may, at one or more additional closings (each an "Additional Closing" and together with the Initial Closing, each, a "Closing"), without obtaining the signature, consent or permission of any of the Purchasers in the Initial Closing or any prior Additional Closing, offer and sell to investors (the "New Purchasers"), at a per Unit purchase price equal to the Purchase Price, up to that number of 2021 Preferred Units that is equal to the quotient of (x) Total 2021 Preferred Investment Amount divided by (y) the Purchase Price, rounded up to the next whole Unit (the "Total Units Authorized for Sale"), less the number of 2021 Preferred Units actually issued and sold by the Company at the Initial Closing and any prior Additional Closings. New Purchasers may include Persons who are already Purchasers under this Agreement. Each of the New Purchasers purchasing 2021 Preferred Units at an Additional Closing will execute counterpart signature pages to this Agreement and each New Purchaser

will, upon delivery by such New Purchaser and acceptance by the Company of such New Purchaser's signature page and delivery of the aggregate Purchase Price by such New Purchaser to the Company, become a party to, and bound by, this Agreement to the same extent as if such New Purchaser had been a Purchaser at the Initial Closing. Each New Purchaser will be deemed to be a Purchaser for all purposes under this Agreement as of the date of the applicable Additional Closing.

2. **REPRESENTATIONS AND WARRANTIES OF THE COMPANY.** The Company represents and warrants to each Purchaser that, except as set forth on the Disclosure Schedule attached as **Exhibit D** to this Agreement (the "Disclosure Schedule"), if any, which exceptions are deemed to be part of the representations and warranties made in this Agreement, the following representations are true and complete as of the Agreement Date, except as otherwise indicated.

2.1. **Organization, Good Standing, Corporate Power and Qualification.** The Company is a limited liability company, validly existing under the laws of the State of Organization and has all corporate power and corporate authority required (a) to carry its business as presently conducted and as presently proposed to be conducted and (b) to execute, deliver and perform its obligations under this Agreement. The Company is duly qualified to transact business as a foreign entity and is in good standing under the laws of each jurisdiction in which the failure to so qualify or be in good standing would have a material adverse effect on the business, assets (including intangible assets), liabilities, financial condition, property, or results of operations of the Company.

2.2. **Capitalization.**

2.2.1. The authorized capital of the Company consists, immediately prior to the Initial Closing (unless otherwise noted), of the following:

- (a) Common Units of the Company ("Common Units"), of which (i) that number of Common Units equal to the Common Units Issued and Outstanding Pre-Money are issued and outstanding as of immediately prior to the Initial Closing, (ii) the number of Common Units that are issuable upon conversion of 2021 Preferred Units have been reserved for issuance upon conversion of 2021 Preferred Units, and (iii) the Total Post-Money Performance Units Reserved for Equity Compensation Pool have been reserved for issuance pursuant to the Performance Unit Plan, and of such Total Post-Money Performance Units Reserved for Performance Unit Plan, that number of Performance Units equal to the Number of Awarded Performance Units are currently awarded. The ratio determined by dividing (x) the Unawarded Post-Money Performance Units by (y) the Fully Diluted Unit Number (as defined below) is equal to the Unawarded Post-Money Performance Unit Percent. All of the outstanding

Common Units are duly authorized, validly issued, fully paid and nonassessable and were issued in material compliance with all applicable federal and state securities laws. The Performance Unit Plan has been duly adopted by the Board of Managers and approved by the Company's Members. The term "Fully Diluted Unit Number" means that number of Units of the Company's membership interest equal to the sum of (i) all Common Units of the Company's membership interest (on an as-converted basis) issued and outstanding, assuming exercise or conversion of all options, warrants and other convertible securities and (ii) all Performance Units available for future grant under the Performance Unit Plan.

- (b) The 2021 Preferred Units, none of which is issued and outstanding immediately prior to the Initial Closing.

2.2.2. Except as set forth in **Schedule 2** there are no outstanding preemptive rights, options, warrants, conversion privileges or rights (including rights of first refusal or similar rights), orally or in writing, to purchase or acquire any securities from the Company including, without limitation, any Common Units, Preferred Units or any securities convertible into or exchangeable or exercisable for Common Units or Preferred Units, except for (a) the conversion privileges of 2021 Preferred Units pursuant to the terms of the Restated Operating Agreement and (b) the securities and rights described in this Agreement.

2.3. Subsidiaries. The Company does not own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, limited liability company, association, or other business entity. The Company is not a participant in any joint venture, partnership, or similar arrangement.

2.4. Authorization. All company action has been taken, or will be taken before the applicable Closing, on the part of the Board of Managers and Members that is necessary for the authorization, execution and delivery of this Agreement by the Company and the performance by the Company of the obligations to be performed by the Company as of the Agreement Date. This Agreement, when executed and delivered by the Company, will constitute the valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms and conditions except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

2.5. Valid Issuance of Units.

2.5.1. The 2021 Preferred Units, when issued, sold and delivered in accordance

with the terms and conditions and for the consideration set forth in this Agreement, will be duly authorized, validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under this Agreement and the Amended Operating Agreement, applicable state and federal securities laws and liens or encumbrances created by or imposed by a Purchaser. Based in part on the accuracy of the representations of the Purchasers in Section 3 and subject to filings pursuant to Regulation D of the Securities Act of 1933, as amended (the "Securities Act"), and applicable state securities laws, the offer, sale and issuance of the 2021 Preferred Units to be issued pursuant to and in conformity with the terms and conditions of this Agreement and the issuance of Common Units, if any, to be issued upon conversion thereof for no additional consideration and pursuant to the Restated Operating Agreement, will comply with all applicable federal and state securities laws. Common Units issuable upon conversion of the 2021 Preferred Units have been duly reserved for issuance, and upon issuance in accordance with the terms of the Restated Operating Agreement, will be duly authorized, validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under this Agreement and the Amended Operating Agreement, applicable federal and state securities laws and liens or encumbrances created by or imposed by a Purchaser. Based in part upon the representations of the Purchasers in Section 3, and subject to filings pursuant to Regulation D of the Securities Act and applicable state securities laws, Common Units issuable upon conversion of the 2021 Preferred Units will be issued in compliance with all applicable federal and state securities laws

2.5.2. No "bad actor" disqualifying event described in Rule 506(d)(1)(i-viii) of the Securities Act (a "**Disqualification Event**") is applicable to the Company or, to the Company's knowledge, any Company Covered Person, except for a Disqualification Event as to which Rule 506(d)(2)(ii-iv) or (d)(3) of the Securities Act is applicable. "**Company Covered Person**" means, with respect to the Company as an "issuer" for purposes of Rule 506 of the Securities Act, any Person listed in the first paragraph of Rule 506(d)(1) of the Securities Act.

2.6. **Litigation**. There is no action, suit, proceeding, arbitration, mediation, complaint, claim, charge or investigation before any court, arbitrator, mediator or governmental body pending or, to the Company's knowledge, currently threatened in writing (a) against the Company or (b) against any consultant, officer, director or key employee of the Company arising out of such Person's consulting, employment or Board relationship with the Company or that could otherwise materially impact the Company.

2.7. **Intellectual Property**. The Company owns or possesses sufficient legal rights to all Intellectual Property (as defined below) that is necessary to the conduct of the

Company's business as now conducted and as presently proposed to be conducted (the "**Company Intellectual Property**") without any violation or infringement (or in the case of third-party patents, patent applications, trademarks, trademark applications, service marks, or service mark applications, without any violation or infringement known(the Company) of the rights of others. No product or service marketed or sold (or proposed to be marketed or sold) by the Company violates or will violate any license or infringes or will infringe any rights to any patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, trade secrets, licenses, domain names, mask works, information and proprietary rights and processes (collectively, "**Intellectual Property**") of any other party, except that with respect to third-party patents, patent applications, trademarks, trademark applications, service marks, or service mark applications the foregoing representation is made to the Company's knowledge only. Other than with respect to commercially available software products under standard end-user object code license agreements, there is no outstanding option, license, agreement, claim, encumbrance, or shared ownership interest of any kind relating to the Company Intellectual Property, nor is the Company bound by or a party to any options, licenses, or agreements of any kind with respect to the Intellectual Property of any other Person. The Company has not received any written communications alleging that the Company has violated or, by conducting its business, would violate any of the Intellectual Property of any other Person.

- 2.8. **Compliance with Other Instruments.** The Company is not in violation or default (a) of any provisions of the Fourth Amended and Restated Operating Agreement, (b) of any judgment, order, writ or decree of any court or governmental entity, (c) under any agreement, instrument, contract, lease, note, indenture, mortgage or purchase order to which it is a party that is required to be listed on the Disclosure Schedule, or (d) to its knowledge, of any provision of federal or state statute, rule or regulation materially applicable to the Company. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in any such violation or default, or constitute, with or without the passage of time or giving of notice, either (i) a default under any such judgment, order, writ, decree, agreement, instrument, contract, lease, note, indenture, mortgage or purchase order or (ii) an event that results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, forfeiture, or nonrenewal of any material permit or license applicable to the Company.
- 2.9. **Title to Property and Assets.** The Company owns its properties and assets free and clear of all mortgages, deeds of trust, liens, encumbrances, and security interests except for statutory liens for the payment of current taxes that are not yet delinquent and liens, encumbrances and security interests which arise in the ordinary course of business and that do not affect material properties and assets of the Company. With respect to any property and assets it leases, the Company is in material compliance with each such lease.

2.10. Agreements. Each agreement, understanding, instrument, contract or proposed transaction to which the Company is a party that involves (a) obligations (contingent or otherwise) of, or payments to, the Company in excess of \$100,000, (b) the license of any Intellectual Property to or from the Company other than licenses with respect to commercially available software products under standard end-user object code license agreements or standard customer terms of service and privacy policies for Internet sites, (c) the grant of rights to manufacture, produce, assemble, license, market, or sell its products to any other Person, or that limit the Company's exclusive right to develop, manufacture, assemble, distribute, market or sell its products, or (d) indemnification by the Company with respect to infringements of proprietary rights other than standard customer or channel agreements, is referred to in this Agreement as "**Material Agreement.**" The Company is not in material breach of any Material Agreement. Each Material Agreement is in full force and effect and is enforceable by the Company in accordance with its respective terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (ii) the effect of rules of law governing the availability of equitable remedies.

3. REPRESENTATIONS AND WARRANTIES AND COVENANTS OF THE PURCHASERS. Each Purchaser hereby represents and warrants to the Company, severally and not jointly, as follows.

3.1. Authorization. The Purchaser has full power and authority to enter into this Agreement. This Agreement, when executed and delivered by the Purchaser, will constitute a valid and legally binding obligation of the Purchaser, enforceable in accordance with its terms and conditions, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other laws of general application relating to or affecting the enforcement of creditors' rights generally or as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

3.2. Purchase Entirely for Own Account. The Purchaser is acquiring the 2021 Preferred Units for investment for the Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof. The Purchaser has no present intention of selling, granting any participation in, or otherwise distributing any 2021 Preferred Units. The Purchaser further represents that the Purchaser does not presently have any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect to any of the 2021 Preferred Units. The Purchaser has not been formed for the specific purpose of acquiring the 2021 Preferred Units.

3.3. Disclosure of Information. The Purchaser has had an opportunity to discuss the Company's business, management, financial affairs and the terms and conditions of the offering of the 2021 Preferred Units with the Company's management. Nothing in this Section 3, including the foregoing sentence, limits or modifies the

representations and warranties of the Company in Section 2 or the right of the Purchasers to rely thereon.

- 3.4. Restricted Securities.** The Purchaser understands that the 2021 Preferred Units have not been, and will not be, registered under the Securities Act, by reason of a specific exemption from the registration provisions of the Securities Act that depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed in this Agreement. The Purchaser understands that the 2021 Preferred Units are "restricted securities" under applicable United States federal and state securities laws and that, pursuant to these laws, the Purchaser must hold the 2021 Preferred Units indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities or an exemption from such registration and qualification requirements is available. The Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale and the holding period for the 2021 Preferred Units, and on requirements relating to the Company that are outside of the Purchaser's control, and that the Company is under no obligation and may not be able to satisfy.
- 3.5. No Public Market.** The Purchaser understands that no public market now exists for the 2021 Preferred Units. The Company has made no assurances that a public market will ever exist for the 2021 Preferred Units.
- 3.6. Legends.** The Purchaser understands that the 2021 Preferred Units and any securities issued in respect of or exchange for the 2021 Preferred Units, may bear any one or more of the following legends: (a) any legend set forth in, or required by, this Agreement; (b) any legend required by the securities laws of any state to the extent such laws are applicable to the 2021 Preferred Units represented by the certificate so legended; and (c) the following legend:
- "THE UNITS OF MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933, AS AMENDED."
- 3.7. Accredited and Sophisticated Purchaser.** The Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D of the Securities Act. The Purchaser is an investor in securities of companies in the development stage. The Purchaser is able to fend for itself, can bear the economic risk of its investment,

and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the 2021 Preferred Units. If other than an individual, the Purchaser also represents it has not been organized for the purpose of acquiring the 2021 Preferred Units.

- 3.8. No General Solicitation.** Neither the Purchaser nor any of its officers, directors, employees, agents, unitholders, or partners has either directly or indirectly, including through a broker or finder (a) engaged in any general solicitation with respect to the offer and sale of the 2021 Preferred Units, or (b) published any advertisement in connection with the offer and sale of the 2021 Preferred Units.
- 3.9. Exculpation among Purchasers.** The Purchaser is not relying upon any Person, other than the Company and its officers and directors, in making its investment or decision to invest in the Company. The Purchaser agrees that neither any Purchaser nor the respective controlling Persons, officers, directors, partners, agents, or employees of any Purchaser be liable to any other Purchaser for any action heretofore taken or omitted to be taken by any of them in connection with the purchase of the 2021 Preferred Units.
- 3.10. Residence.** If the Purchaser is an individual, then the Purchaser resides in the state identified in the address of the Purchaser set forth on Schedule 1; if the Purchaser is other than an individual, then the office or offices of the Purchaser in which its principal place of business is identified in the address or addresses of the Purchaser set forth on Schedule 1. If the Purchaser is not a resident of the United States, the Purchaser will make such additional representations and warranties relating to such Purchaser's status as a non-United States resident as may reasonably be requested by the Company and will execute and deliver such documents or agreements as may reasonably be requested by the Company relating thereto as a condition to the purchase and sale of any 2021 Preferred Units by such Purchaser.
- 3.11. No "Bad Actor" Designees.** If the Purchaser has the right to designate or participate in the designation of a Manager, the Purchaser represents and warrants to the Company that, to the Purchaser's knowledge, no Disqualification Event is applicable to the Purchaser's initial designee named above except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii-iv) or (d)(3) of the Securities Act is applicable. Any Manager designee to whom any Disqualification Event is applicable, except for a Disqualification Event as to which Rule 506(d)(2)(ii-iv) or (d)(3) of the Securities Act is applicable, is hereinafter referred to as a "Disqualified Designee". The Purchaser with the right to designate or participate in the designation of a Manager covenants and agrees (A) not to designate or participate in the designation of any designee who, to the Purchaser's knowledge, is a Disqualified Designee and (B) that in the event the Purchaser becomes aware that any individual previously designated by the Purchaser is or has become a Disqualified Designee, the Purchaser will as promptly as practicable take such actions as are necessary to remove such Disqualified Designee as a Manager and designate a replacement Manager Designee who is not a

Disqualified Designee.

4. COVENANTS.

4.1. Information Rights.

4.1.1. Basic Financial Information. The Company will furnish to each holder of 2021 Preferred Units or the Common Units into which such 2021 Preferred Units were converted, when available (1) annual unaudited financial statements for each fiscal year of the Company, including an unaudited balance sheet as of the end of such fiscal year, an unaudited income statement and an unaudited statement of cash flows, all prepared in accordance with generally accepted accounting principles and practices; and (2) quarterly unaudited financial statements for each fiscal quarter of the Company (except the last quarter of the Company's fiscal year), including an unaudited balance sheet as of the end of such fiscal quarter, an unaudited income statement, and an unaudited statement of cash flows, all prepared in accordance with generally accepted accounting principles and practices, subject to changes resulting from normal year-end audit adjustments. If the Company has audited records of any of the foregoing, it will provide those in lieu of the unaudited versions.

4.1.2. Confidentiality. Anything in this Agreement to the contrary notwithstanding, no Purchaser by reason of this Agreement will have access to any trade secrets or confidential information of the Company. The Company will not be required to comply with any information rights of any Purchaser whom the Company reasonably determines to be a competitor or an officer, employee, director, or holder of 5% or more of a competitor. For purposes of this Agreement, Franciscan Missionaries of Our Lady Health System ("FMOLHS") shall not be deemed a competitor of the Company. Each Purchaser will keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor its investment in the Company) any confidential information obtained from the Company pursuant to the terms and conditions of this Agreement other than to any of the Purchaser's attorneys, accountants, consultants, and other professionals, to the extent necessary to obtain their services in connection with monitoring the Purchaser's investment in the Company.

4.1.3. Inspection Rights. The Company will permit each Purchaser to visit and inspect the Company's properties, to examine its books of account and records and to discuss the Company's affairs, finances, and accounts with its officers, all at such reasonable times as may be requested by such Purchaser.

4.2. Additional Rights and Obligations. If the Company issues securities in its next

equity financing after the date hereof (the "Next Financing") that (a) have rights, preferences or privileges that are more favorable than the terms of the 2021 Preferred Units, such as price-based anti-dilution protection, or (b) provide all such future investors other contractual terms such as registration rights, the Company will provide substantially equivalent rights to the Purchasers with respect to the 2021 Preferred Units (with appropriate adjustment for economic terms or other contractual rights), subject to such Purchaser's execution of any documents, including, if applicable, investor rights, co-sale, voting, and other agreements, executed by the investors purchasing securities in the Next Financing (such documents, the "Next Financing Documents"). Any Purchaser will remain a Purchaser for all purposes in the Next Financing Documents to the extent such concept exists. The Company will pay the reasonable fees and expenses, not to exceed \$5,000 in the aggregate, of one counsel for the Purchasers in connection with the Purchasers' review, execution, and delivery of the Next Financing Documents. Notwithstanding anything in this Agreement to the contrary, subject to the provisions of Section 8.11, upon the execution and delivery of the Next Financing Documents by Purchasers holding a majority of the then-outstanding 2021 Preferred Units held by all Purchasers, this Agreement (excluding any then-existing and outstanding obligations) will be amended and restated by and into such Next Financing Documents and will be terminated and of no further force or effect.

- 4.3. **Reservation of Common Units.** The Company will at all times reserve and keep available, solely for issuance and delivery upon the conversion of 2021 Preferred Units, all Common Units issuable from time to time until conversion of that number of 2021 Preferred Units equal to the Total Units Authorized for Sale, regardless of whether or not all such Units have been issued at such time.

5. DRAG ALONG; TAG ALONG

- 5.1. **Drag Along Right.** If a Deemed Liquidation Event (as defined in the Restated Operating Agreement) is approved by each of (i) the holders of a majority of Common Units then-outstanding (other than those issued or issuable upon conversion of the 2021 Preferred Units), (ii) the holders of a majority of Common Units then issued or issuable upon conversion of the 2021 Preferred Units then-outstanding, and (iii) the Board of Managers, then each such holder will vote (in person, by proxy or by action by written consent, as applicable) all Units of membership interest of the Company now or hereafter directly or indirectly owned of record or beneficially by such holder (collectively, the "Units") in favor of, and adopt, such Deemed Liquidation Event and to execute and deliver all related documentation and take such other action in support of the Deemed Liquidation Event as may reasonably be requested by the Company to carry out the terms and provision of this Section 5.1, including executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing, Unit certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances) and any similar or related

documents. The obligation of any party to take the actions required by this Section 5.1 will not apply to a Deemed Liquidation Event if the other party involved in such Deemed Liquidation Event is an affiliate or unitholder of the Company holding more than 10% of the voting power of the Company.

5.2. Exceptions to Drag Along Right. Notwithstanding the foregoing, a Member need not comply with Section 5.1 in connection with any proposed sale of the Company (the "Proposed Sale") unless:

- 5.2.1. any representations and warranties to be made by the Member in connection with the Proposed Sale are limited to representations and warranties related to authority, ownership and the ability to convey title to such Units, including representations and warranties that (i) the Member holds all right, title and interest in and to the Units the Member purports to hold, free and clear of all liens and encumbrances, (ii) the obligations of the Member in connection with the transaction have been duly authorized, if applicable, (iii) the documents to be entered into by the Member have been duly executed by the Member and delivered to the acquirer and are enforceable against the Member in accordance with their respective terms and, (iv) neither the execution and delivery of documents to be entered into in connection with the transaction, nor the performance of the Member's obligations thereunder, will cause a breach or violation of the terms of any agreement, law, or judgment, order, or decree of any court or governmental agency;
- 5.2.2. the Member will not be liable for the inaccuracy of any representation or warranty made by any other Person in connection with the Proposed Sale, other than the Company (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties, and covenants of the Company as well as breach by any unitholder of any identical representations, warranties and covenants provided by all unitholders);
- 5.2.3. the liability for indemnification, if any, of the Member in the Proposed Sale and for the inaccuracy of any representations and warranties made by the Company or its unitholders in connection with such Proposed Sale, is several and not joint with any other Person (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Company as well as breach by any unitholder of any identical representations, warranties, and covenants provided by all unitholders), and except as required to satisfy the liquidation preference of 2021 Preferred Units, if any, is pro rata in proportion to, and does not exceed, the amount of consideration paid to such Member in connection with such Proposed Sale;
- 5.2.4. liability will be limited to the Member's applicable share (determined based on the respective proceeds payable to each Member in connection

with the Proposed Sale in accordance with the provisions of the Restated Operating Agreement) of a negotiated aggregate indemnification amount that applies equally to all Members but that in no event exceeds the amount of consideration otherwise payable to the Member in connection with the Proposed Sale, except with respect to claims related to fraud by the Member, the liability for which need not be limited as to the Member;

- 5.2.5. upon the consummation of the Proposed Sale, (i) each holder of each class or series of the Company's membership interest will receive the same form of consideration for such holder's Units of such class or series as is received by other holders in respect of their Units of such same class or series of membership interest unless the holders of a majority of the 2021 Preferred Units then outstanding elect otherwise, (ii) each holder of a series of 2021 Preferred Units will receive the same amount of consideration per Unit of such series of 2021 Preferred Units as is received by other holders in respect of their Units of such same series, (iii) each holder of Common Units will receive the same amount of consideration per Unit of Common Units as is received by other holders in respect of their Units of Common Units, and (iv) unless the holders of a majority of the 2021 Preferred Units then outstanding elect to receive a lesser amount, the aggregate consideration receivable by all holders of Preferred Stock and Common Units will be allocated among the holders of Preferred Stock and Common Units on the basis of the relative liquidation preferences to which the holders of each respective series of Preferred Stock and the holders of Common Units are entitled in a Deemed Liquidation Event (assuming for this purpose that the Proposed Sale is a Deemed Liquidation Event) in accordance with the Restated Operating Agreement in effect immediately prior to the Proposed Sale.

5.3. **Tag Along Right.** If the Founder sells any of his Common Units in a transaction that is not a Permitted Transfer (as that term is defined in the Amended and Restated Operating Agreement) (a "Tag Along Sale"), holders of Common Units then issued or issuable upon conversion of the 2021 Preferred Units then-outstanding shall have the right to participate in the Tag Along Sale on a pro rata basis and on the same terms and conditions as govern the Tag Along Sale. In such instances, the Founder will give notice to each holder eligible to participate in the Tag Along Sale of his intention to sell Units (the "Notice"), and each eligible holder will have 10 days from the date of the Notice to elect to sell such holder's pro rata share of Units for the price and upon the general terms specified in the Notice by giving written notice to the Founder and the Company and stating therein the quantity of Units to be sold, not to exceed such holder's pro rata share), and on the applicable sale date shall deliver such Units free and clear of any and all liens claims or encumbrances.

5.4. **Additional Members.** If, after the Agreement Date, the Company enters into an agreement with any Person to issue Units of membership interest of the Company

to such Person, the Company will cause such Person, as a condition precedent to entering into such agreement, to become a party to this Agreement by executing a counterpart signature page to this Agreement or an adoption agreement in a form reasonably satisfactory to the Company, agreeing to be bound by and subject to the terms of this Agreement as a Member and thereafter such Person will be deemed a Member for all purposes under this Agreement.

6. PARTICIPATION RIGHT.

- 6.1. **General.** Each Purchaser has the right of first refusal to purchase the Purchaser's Pro Rata Share of any New Securities (each as defined below) that the Company may from time to time issue after the Agreement Date; provided, however, the Purchaser will have no right to purchase any such New Securities if the Purchaser cannot demonstrate to the Company's reasonable satisfaction that such Purchaser is at the time of the proposed issuance of such New Securities an "accredited investor" as such term is defined in Regulation D of the Securities Act. A Purchaser's "**Pro Rata Share**" means the ratio of (a) the number of Common Units issued or issuable upon conversion of the 2021 Preferred Units owned by such Purchaser, to (b) the Fully Diluted Share Number.
- 6.2. **New Securities.** "**New Securities**" means any Common Units or Preferred Units, whether now authorized or not, and rights, options or warrants to purchase Common Units or Preferred Units, and securities of any type whatsoever that are, or may become, convertible or exchangeable into Common Units or Preferred Units; provided, however, that "New Securities" does not include: (a) Units of Common Units issued or issuable upon conversion of any outstanding Preferred Units; (b) Common Units or Preferred Units issuable upon exercise of any options, warrants, or rights to purchase any securities of the Company outstanding as of the Agreement Date and any securities issuable upon the conversion thereof; (c) Common Units or Preferred Units issued in connection with any Unit split, Unit dividend or recapitalization; (d) Common Units (or options, warrants or rights therefor) granted or issued after the Agreement Date to employees, officers, directors, contractors, consultants or advisers to, the Company or any subsidiary of the Company pursuant to incentive agreements, unit purchase or option plans, unit bonuses or awards, warrants, contracts or other arrangements that are approved by the Board; (e) 2021 Preferred Units issued pursuant to this Agreement; (f) any other Common Units or Preferred Units (and/or options or warrants therefor) issued or issuable primarily for other than equity financing purposes and approved by the Manager; and (g) securities issued or issuable by the Company to the public pursuant to a registration statement filed under the Securities Act.
- 6.3. **Procedures.** If the Company proposes to undertake an issuance of New Securities, it will give notice to each Purchaser of its intention to issue New Securities (the "Notice"), describing the type of New Securities and the price and the general terms upon which the Company proposes to issue the New Securities. Each Purchaser will have 10 days from the date of the Notice, to agree in writing

to purchase such Purchaser's Pro Rata Share of such New Securities for the price and upon the general terms specified in the Notice by giving written notice to the Company and stating therein the quantity of New Securities to be purchased (not to exceed such Purchaser's Pro Rata Share).

- 6.4. **Failure to Exercise.** If the Purchasers fail to exercise in full the right of first refusal within the 10-day period, then the Company will have 120 days thereafter to sell the New Securities with respect to which the Purchasers' rights of first refusal hereunder were not exercised, at a price and upon general terms not materially more favorable to the purchasers thereof than specified in the Notice to the Purchasers. If the Company has not issued and sold the New Securities within the 120-day period, then the Company will not thereafter issue or sell any New Securities without again first offering those New Securities to the Purchasers pursuant to this Section 5.4.

7. GENERAL PROVISIONS.

- 7.1. **Successors and Assigns.** The terms and conditions of this Agreement will inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties to this Agreement or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. A Member will not transfer Units unless each transferee has agreed, to the reasonable satisfaction of the Company, to be bound by the terms and conditions of this Agreement.
- 7.2. **Governing Law.** This Agreement is governed by the Governing Law, regardless of the laws that might otherwise govern under applicable principles of choice of law.
- 7.3. **Counterparts; Manner of Delivery.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- 7.4. **Titles and Subtitles.** The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. References to sections or subsections within this **Exhibit B** will be deemed to be references to the sections contained in this **Exhibit B**, unless otherwise specifically stated in this Agreement.
- 7.5. **Notices.** All notices and other communications given or made pursuant to this Agreement must be in writing and will be deemed to have been given upon the

earlier of actual receipt or: (a) personal delivery to the party to be notified, (b) when sent, if sent by facsimile or electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications must be sent to the respective parties at their address as set forth on the signature page or Schedule 1, or to such address, facsimile number or electronic mail address as subsequently modified by written notice given in accordance with this Section 7.5.

- 7.6. **No Finder's Fees.** Each party severally represents to the other parties that it neither is nor will be obligated for any finder's fee or commission in connection with this transaction. Each Purchaser will indemnify, defend, and hold harmless the Company from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which the Purchaser or any of its officers, employees, or representatives is responsible. The Company will indemnify, defend, and hold harmless each Purchaser from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of this transaction (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.
- 7.7. **Attorneys' Fees.** If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which the party may be entitled. Each party will pay all costs and expenses that it incurs with respect to the negotiation, execution, delivery, and performance of this Agreement; provided, however, that the Company will, at the Closing, reimburse the fees and expenses of one counsel for Purchasers, for a flat fee equal to the Purchaser Counsel Reimbursement Amount.
- 7.8. **Amendments and Waivers.** Except as specified in Section 1.2.2, any term of this Agreement may be amended, terminated, or waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Company and the Purchasers holding a majority of the then-outstanding 2021 Preferred Units (or Common Units issued on conversion thereof). Notwithstanding the foregoing, the addition of a party to this Agreement in accordance with Section 5.4 or Section 7.1 will not require any further consent. Any amendment or waiver effected in accordance with this Section 7.8 will be binding upon the Purchasers, the Founders, each transferee of the 2021 Preferred Units (or Common Units issuable upon conversion thereof) or Common Units from a Purchaser or Founder, as applicable, and each future holder of all such securities, and the Company. It is specifically intended that entering into the Next Financing Documents in a form substantially similar to the form agreements set as

forth as Model Legal Documents on <http://www.nvca.org> will be considered an amendment to this Agreement provided that it is done in accordance with this Section 7.8.

- 7.9. **Severability**. The invalidity or unenforceability of any provision of this Agreement will in no way affect the validity or enforceability of any other provision.
- 7.10. **Delays or Omissions**. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, will impair any such right, power or remedy of such non-breaching or non-defaulting party nor will it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring. No waiver of any single breach or default will be deemed a waiver of any other breach or default regardless of whether the other breach or default occurred before or after the waiver. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any terms or conditions of this Agreement, must be in writing and will be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, are cumulative and not alternative.
- 7.11. **Termination**. Unless terminated earlier pursuant to the terms of this Agreement, (x) the rights, duties and obligations under Section 4 and Section 6 will terminate immediately prior to the closing of the IPO, (y) notwithstanding anything to the contrary in this Agreement, this Agreement (excluding any then-existing obligations) will terminate upon the closing of a Deemed Liquidation Event (as defined in the Restated Operating Agreement) and (z) notwithstanding anything to the contrary in this Agreement, Section 1, Section 2, Section 3, Section 4.1.2 and this Section 7 will survive any termination of this Agreement.
- 7.12. **Dispute Resolution**. Each party (a) hereby irrevocably and unconditionally submits to the personal jurisdiction of the Dispute Resolution Jurisdiction for the purpose of any suit, action, or other proceeding arising out of or based upon this Agreement; (b) will not commence any suit, action or other proceeding arising out of or based upon this Agreement except in the Dispute Resolution Jurisdiction; and (c) hereby waives, and will not assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject to the personal jurisdiction of the Dispute Resolution Jurisdiction, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement, or the subject matter hereof and thereof may not be enforced in or by the Dispute Resolution Jurisdiction.

The parties to this Agreement have executed this Agreement as of the Agreement Date.

COMPANY
KINESICS LLC BOARD OF MANAGERS:

By: _____

Name: **Gerald Drefahl**
Title: Manager, Board of Managers

By: _____

Name: **Richard Vath**
Title: Manager, Board of Managers

By: _____

Name: **Daniel Brown**
Title: Manager, Board of Managers

The parties to this Agreement have executed this Agreement as of the Agreement Date.

PURCHASER (if an entity):

Name of Purchaser: _____

By: _____

Name: _____

Title: _____

Email: _____

Address: _____

PURCHASER (if an individual):

Name of Purchaser: _____

Signature: _____

Email: _____

Address: _____

EXHIBIT C

**FOURTH RESTAED AND AMENDED
OPERATING AGREEMENT
OF
KINESICS LLC**

(DOCUMENT IS INCLUDED WITH THIS AGREEMENT)

*Exhibit to
2021 Preferred Units Investment Agreement
Kinesics LLC*

EXHIBIT D

DISCLOSURE SCHEDULE

1. General Investment Risk Factors
 - a. Any Small Business Investment, including an investment in Kinesics, is considered risky and highly speculative. An investor should understand the risk of losing their entire investment.
 - b. Neither the SEC, nor any other governmental agency, will pass upon the merits of this investment. Shares issued by Kinesics are privately issued shares not registered with the SEC.
 - c. No Public Market exists for these securities, now, and there is no plan in the future. An investment in Kinesics is highly illiquid.
 - d. Kinesics may require additional financing, and future financing may not be easily and readily available.
 - e. The return of invested capital and profitability are both uncertain.
 - f. Uncontrollable changes to the marketplace that can negatively impact investments include but are not limited to the following.
 - i. Inflation
 - ii. COVID-19 or another pandemic
 - iii. Changes to tax law
 - iv. Changes to governmental rules and regulations
 - v. Disaster and Acts of God
2. Company Specific Risk Factors
 - a. Revenue Sources
 - i. Current revenue is sourced by few customers. Today, a large majority of revenue in Enterprise business comes from one customer. The customer must want a continued business relationship with Kinesics for the company to survive.
 - ii. The primary source of income is a preferred shareholder with a voice on the board of managers. To date, there have been no significant arms-length transactions. The first \$1MM revenue from the primary revenue source was exchanged for equity.
 - b. Board of Managers
 - i. The board of managers, consisting of 3 individuals, controls most of the decisions and day-to-day operations of the company.
 - c. Share Classes with Superior Rights
 - i. When the board of managers authorizes an issuance of distributions, 2018 Preferred Shareholders will be distributed dividends and other distributions in preference to the class for this issuance.
 - d. Company Valuation
 - i. There has been no third-party evaluation of the company's value to help determine the marketable price for the securities.

- ii. The price for this issuance may be based upon the company's capital needs. Assumptions may be based upon projected, not guaranteed, earnings potential.
- e. Intellectual Property Infringement
 - i. Kinesics' software, applications, and methods have no patents or pending patents.
- f. Competition
 - i. Musculoskeletal Health is currently a highly invested market. Competitors exist in the market for range of motion and human movement data collection. Competitors exist that offer enterprise wellness and population health solutions.
- g. Current Regulations
 - i. Kinesics' software and technologies are currently unregistered and unregulated. Kinesics may need to have its technology devices approved by the FDA as medical devices. This endeavor may be expensive and time consuming.
- h. Future Regulations
 - i. Kinesics' success may be dependent on any regulations that affects how its devices and technology are used within patient populations. Kinesics' success may be dependent on how Musculoskeletal evaluations and data are classified with insurers.
- i. International Regulations
 - i. Kinesics expects its software and technology to be used in a global capacity. The sale and operation of Kinesics' products may be vulnerable to international business regulations that management has not previously addressed.
- j. Privacy/Security Issues
 - i. A risk exists for hackers and computer criminals to access Kinesics' servers and technologies without consent.
 - ii. Kinesics is a holder of personal health data.
 - iii. Kinesics may take on the health data of professional athletes and military personnel.
 - iv. Kinesics may need to expand security of its data which can be expensive and time consuming.
 - v. Kinesics may need to expand the security of its user data which can be expensive and time consuming.
- k. Internet
 - i. The daily operations of Kinesics and its customers may be affected by any breakage or outage due to disruptions caused by internet failure.

SCHEUDLE 2

SCHEUDLE OF PREEMPTIVE RIGHTS

1. Rights of Franciscan Missionaries of Our Lady Health System.

- a. From and after January 1, 2023, Franciscan Missionaries of Our Lady Health System ("FMOLHS") shall have the right (but not the obligation) (the "Purchase Right") upon FMOLHS' election to purchase additional 2018 Preferred Units of Company (the "Purchase Right Units") at a per-Unit purchase price (the "Purchase Right Price") equal to eighty percent (80%) of the then-current Common Unit fair market value. If FMOLHS desires to exercise the Purchase Right, then FMOLHS shall so notify Company in writing (each a "Purchase Right Notice").
- b. The closing of each exercise of the Purchase Right shall be held at Company's principal office within ten (10) days after the determination of the applicable Purchase Right Price. At such closing, (i) Company shall issue and deliver to FMOLHS the applicable Purchase Right Units, (ii) FMOLHS shall deliver to Company the aggregate Purchaser Right Price for such Purchase Right Units by wire transfer of immediately available funds, and (iii) the LLC Agreement shall be amended as necessary to reflect the issuance of such Purchase Right Units to FMOLHS.
- c. Company shall pay all costs, expenses, and fees of a Valuation Firm.
- d. If, from time to time after the date hereof, Company shall change, by reclassification of securities or otherwise, the 2018 Preferred Units into securities of any other class or classes, then the Purchase Right shall thereafter represent the right to acquire such kind of securities that are issuable as a result of such change with respect to the 2018 Preferred Units.
- e. If, on or after the date hereof, Company grants to any person any rights, privileges, or terms pertaining to the 2018 Preferred Units (whether contractual, embodied in the terms of any equity or equity-linked security, or otherwise) that are superior to or more favorable than the rights, privileges, and terms granted to FMOLHS in connection with its 2018 Preferred Units (excluding purely economic rights or preferences), then such superior or more favorable rights, privileges, or terms immediately and automatically shall be deemed to have been granted to FMOLHS with regard to its 2018 Preferred Rights, and Company shall promptly prepare, execute, and deliver such agreements, documents, instruments, and certificates, and take such further actions, as may be necessary or appropriate to reflect and provide FMOLHS with the benefit of such superior or more favorable rights, preferences, privileges, or terms.