

**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 November 15, 2023 (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 Fourth Amended and Restated Operating Agreement of Kinesics LLC (the “**Original Operating Agreement**”), dated December 1, 2021;

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

WHEREAS, the Board of Managers and the Members of the Company believe that it is in the best interest of the Company to change the composition of the Board of Managers from three (3) Managers to seven (7) Managers.

WHEREAS, the Company recognizes the intrinsic value and strategic importance of aligning its goals with its partners and collaborators for the future growth and potential divestiture of its business;

WHEREAS, Howard Goldsmith, Kenneth Morency, and Gregory Holness desire to organize a Florida Limited Liability company called Kinesics Marketing, LLC (“**KML**”) to provide exclusive sales and marketing services (the “**KML Services**”) for the Company under terms approved by the Board of Managers.

WHEREAS, KML shall be established to provide exclusive sales and marketing services to further the interests and growth of the Company, both entities sharing a common objective of enhancing the value and desirability of the Company in the marketplace;

WHEREAS, both the Company and KML have a mutual desire and purpose to collaborate and work closely together, with the ultimate aim of realizing a successful exit or acquisition of the Company in the foreseeable future;

WHEREAS, the Company agrees and acknowledges that for KML’s involvement, KML shall receive the right to appoint one (1) Manager to the Board of Managers of the Company;

WHEREAS, in order to accomplish a change in composition of the Board of Managers, 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 “A”** (the “**Revised Operating Agreement**”).

IT IS FURTHER RESOLVED that as of the Effective Date, the composition of the Board of Managers of the Company shall be changed from three (3) Managers to seven (7) Managers effective immediately. The additional members of the Board of Managers shall be appointed in accordance with the procedures set forth in the Original Operating Agreement, the amendments thereto, or as otherwise agreed upon by the current Managers and Members of the Company.

IT IS FURTHER RESOLVED that as of the Effective Date, the Company acknowledges the formation of KML and approves its primary role of providing exclusive sales and marketing services to the Company.

IT IS FURTHER RESOLVED that as of the Effective Date, the right of KML to appoint one (1) Manager to the Board of Managers of the Company, as a part of their involvement, is hereby recognized and approved.

IT IS FURTHER RESOLVED that Matthew Adler (“*Agent*”), in his capacity as the Chief Executive Officer of the Company, be and he is hereby authorized and directed, for, in the name of, and on behalf of, the Company, to sign any and all such documents, as he shall deem necessary and appropriate to carry out and implement the purpose and intent of these resolutions, including, but not limited to, future agreements with KML and any and all addenda to the Revised Operating Agreement to reflect the then current ownership of the Company.

IT IS FURTHER RESOLVED that all acts, transactions, or agreements undertaken for, in the name of, and on behalf of, the Company, by Agent, prior to the adoption of these resolutions in connection with these transactions, are hereby unanimously ratified, confirmed and adopted by the Company, the Board of Managers and the Members.


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:

DocuSigned by:

58750DE59E1D47B...
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:

BELLARD GROUP, LLC

Owner of 2,071.37 Preferred Units

By:

DocuSigned by:

228CF495FA8D41F...
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:

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

By:

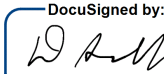
DocuSigned by:

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:

MAPLE LEAF PARTNERS, L.P.
Owner of 1,783.25 Preferred Units

By:  _____
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:

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

By:

DocuSigned by:


682E4EDE29EE40C...
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.

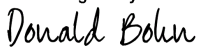
MEMBER:

2016 MACFARLAND FAMILY TRUST
Owner of 2,086.49 Preferred Units

By: 
DocuSigned by:
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:

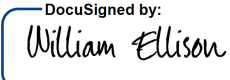
DocuSigned by:

AED333A6BC924TE

Donald B. Bohn, Jr.
Owner of 5,226.46 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:

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

By: 
B72AA9B33EFE467...
William Ellison
Chief Executive Officer

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

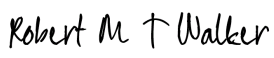
MEMBER:

DocuSigned by:

C5743F2B95884BC...

Quita Cutrer
Owner of 1,597.22 Preferred Units

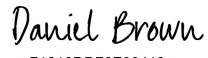
IN WITNESS WHEREOF, the undersigned Member has executed these Unanimous Written Consent Resolutions of Kinesics LLC, after due reading of the whole.

MEMBER:

DocuSigned by:

9E4B72C8415146E...
Robert Walker
Owner of 1,916.67 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 8,305.56 Preferred Units
Owner of 3,833.33 Common Units

MANAGER:

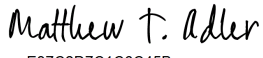
DocuSigned by:

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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:

DocuSigned by:

E37C2D7C1C6C45B...
Matthew Adler
Owner of 5,111.11 Preferred Units

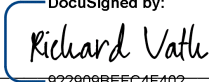
IN WITNESS WHEREOF, the undersigned Member has executed these Unanimous Written Consent Resolutions of Kinesics LLC, after due reading of the whole.

MEMBER:

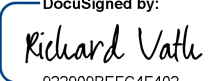
FRANCISCAN MISSIONARIES OF OUR LADY HEALTH SYSTEM, INC.

Owner of 6,388.89 Preferred Units

Owner of 6,388.89 Common Units

By: 
Richard R. Vath, M.D.
Chief Executive Officer

MANAGER:

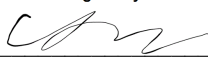
By: 
Richard R. Vath, M.D.
Chief Executive Officer

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 8,019.92 Preferred Units

DocuSigned by:


William D. Apple

Chief Executive 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:



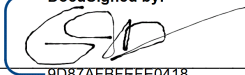
BB9957D2B8ED4EC...

Andrew Smith

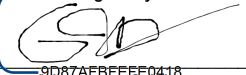
Owner of 638.89 Preferred Units

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:

9D87AEBFEFE0418...
Gerald J. Drefahl
Owner of 1,277.78 Preferred Units
Owner of 88,146.74 Common Units

MANAGER:

DocuSigned by:

9D87AEBFEFE0418...
Gerald J. Drefahl

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 15th day of November 2023.

DocuSigned by:

Richard Vath

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Richard R. Vath, M.D.
Certifying Official Kinesics LLC

*Exhibit to
Unanimous Written Consent Resolutions
Kinesics LLC
Effective November 15, 2023*

EXHIBIT A
REVISED OPERATING AGREEMENT

(See subsequent pages.)

Exhibit to
Unanimous Written Consent Resolutions
Kinesics LLC
Effective November 15, 2023

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

THIS FIFTH ~~FOURTH~~ AMENDED AND RESTATED OPERATING AGREEMENT (this "Agreement"), entered into as of ~~December~~ November ~~15~~, 2023~~4~~, is hereby (i) duly adopted as the Fifth~~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;

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, on December 1, 2021, entered into that certain Fourth Amended and Restated Operating Agreement to further amend and restate the relationship of the Members and the Company; and wish to amend and entirely restate the written operating agreement of the Company;

WHEREAS, in connection with a change to the composition of the Board of Managers of 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 Fifth~~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.
- 1.1.2 "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).
- 1.1.3 "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 "2021 Preferred Holder" means each holder of 2021 Preferred Units or Common Units issued upon conversion of 2021 Preferred Units.
- 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).
- 1.1.6 "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.
- 1.1.7 "Company" means Kinesics LLC.
- 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.
- 1.1.9 "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.
- 1.1.10 "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).
- 1.1.11 "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.
- 1.1.12 "Capital Account" has the meaning set forth in Section 3.7.
- 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.
- 1.1.14 "Code" means the Internal Revenue Code of 1986 and any successor statute as amended.
- 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.
- 1.1.16 "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.
- 1.1.17 "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.
- 1.1.18 "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.

- 1.1.19 "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.
- 1.1.20 "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.
- 1.1.21 "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.
- 1.1.22 "Members Schedule" means Schedule 1 attached hereto.
- 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)(1) 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).
- 1.1.24 "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 \$280.492 per Unit (as appropriately adjusted for Unit splits, Unit dividends, and similar recapitalization events).
 - 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 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 Preferred Units.
 - 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.
 - 1.1.27 "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.
 - 1.1.29 "Preferred Units" means, collectively, the 2018 Preferred Units and the 2021 Preferred Units.
 - 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.
 - 1.1.31 "Units" means any of (or, as the context requires, all of) the Common Units or the 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), 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 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 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 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 Preferred Units or the Common Units into which such 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 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 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 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 the Preferred Units, all Common Units issuable from time to time upon conversion of the

authorized Preferred Units, regardless of whether or not all such 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 Preferred Units), (ii) the holders of a majority of Common Units then issued or issuable upon conversion of the 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 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), 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) 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) 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 Units, including representations and warranties that (A) the holder holds all right, title and interest in and to the 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 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 Holder of a class or series of Preferred Units (whether 2018 or 2021) will receive the same amount of consideration per Unit of such class or series of 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 Preferred Units then outstanding elect to receive a lesser amount, the aggregate consideration receivable by all holders of Preferred Units and Common Units will be allocated among the holders of Preferred Units and Common Units on the basis of the relative liquidation preferences to which the holders of each respective series of Preferred 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 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 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 date hereof 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 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 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. 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. 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 Section 3.5.5(k)(iii).

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 Preferred Units shall have the right to have the Company redeem any of its 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;
- 4.3.4 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
- 4.3.5 Fifth, to the Members in proportion to their percentage ownership of the then-outstanding Common Units (treating the 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.**
- 5.15.1 Notwithstanding 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 Preferred Units:
- (a) effect a Liquidation Event;
 - (b) increase or decrease the number of authorized 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 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 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-seven~~ (37) 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, (4) Gerald J. Drefahl, (ii) FMOLHS, (iii) Kinesics Marketing, LLC, (iv) three (3) Managers designated by nomination and by vote of the holders of majority of Common Units then issued or issuable upon conversion of the Preferred Units then-outstanding and (iii) the holders set forth on **Exhibit A** attached hereto, as a group (collectively referred to as the "Seed Investors"), each have the right to designate or nominate ~~a-one~~ (1) 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 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 Preferred Units actually purchases Membership Interests in connection with any Notice, then each of the other holders of Preferred Units shall be permitted to participate in such offering on a pro rata basis (based on the proportionate participation of the holder of 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	% Equity	Fully Diluted Shares	% Fully Diluted	Fully Diluted Value
Erol Akdamar	2018 Preferred	150,000.00	3,129.73	2.01%	3,129.73	1.83%	244,935.71
6042 Lakehurst Avenue							
Dallas, TX 75230							
eakdamar@gmail.com							
Bellard Group, LLC	2018 Preferred	100,000.00	2,071.37	1.33%	2,071.37	1.21%	162,106.91
110 Hubbell Road West							
New Orleans, LA 70114							
leonce.bellard@gmail.com							
Maple Leaf Discovery I, L.P.	2018 Preferred	181,369.54	3,121.80	2.01%	3,121.80	1.83%	244,314.84
140 E. St. Lucia Lane							
Santa Rosa Beach, FL 32459							
dane@mapleleafunds.com							
Maple Leaf Partners, L.P.	2018 Preferred	139,559.02	1,783.25	1.15%	1,783.25	1.05%	139,559.07
140 E. St. Lucia Lane							
Santa Rosa Beach, FL 32459							
dane@mapleleafunds.com							
Tiger RV Rentals (Amy Wynn David, Principal)	2018 Preferred	150,000.00	3,131.62	2.01%	3,131.62	1.84%	245,083.66
19421 N. Muirfield Circle							
Baton Rouge, LA 70810							
amywwdavid@gmail.com							
2016 Macfarland Family Trust (Chris W. MacFarland TTEE)	2018 Preferred	100,000.00	2,086.49	1.34%	2,086.49	1.22%	163,290.47
5 Heather Glen Circle							
Trophy Club, TX 76262							
chris.macfarland@masergy.com							
Donald B. Bohn Jr.	2018 Preferred	250,000.00	5,226.46	3.36%	5,226.46	3.06%	409,027.56
3400 N Causeway Blvd							
Metairie, LA 70002							
dbohn@bohnbro.com							
The Catalyst Fund Inc.	2018 Preferred	175,000.00	3,444.92	2.21%	3,444.92	2.02%	269,602.84
7117 Florida Blvd							
Baton Rouge, LA 70806							
bill@innovationcatalyst.com							
Quita Cutrer	2018 Preferred	125,000.00	1,597.22	1.03%	1,597.22	0.94%	125,000.05
19211 Links Court							
Baton Rouge, LA 70810							
quitacutrer@burnsandco.com							
Robert Walker	2018 Preferred	150,000.00	1,916.67	1.23%	1,916.67	1.12%	150,000.06
1179 Echo Lake							
Franklin, TN 37069							
rwalker@chickasawcap.com							
Daniel Brown	2018 Preferred	600,000.00	7,666.67	4.93%	7,666.67	4.49%	600,000.23
P O Box 800							
St. Francisville, LA 70775							
danbrown1957@yahoo.com							
Matthew Adler	2018 Preferred	300,000.00	3,833.33	2.46%	3,833.33	2.25%	300,000.12
1673 Belmont Ave							
Baton Rouge, LA 70808							
matt.adler@kinesicshms.com							
FMOL Health System	2018 Preferred	-	6,388.89	4.11%	6,388.89	3.74%	500,000.28
4200 Essen Lane							
Baton Rouge, LA 70809							
jeffrey.limbocker@fmols.org							

Applica Scientific, Inc.	2018 Preferred	-	8,019.92	5.15%	8,019.92	4.70%	627,646.16
8550 United Plaza Blvd, Suite 702							
Baton Rouge, LA 70809							
davis@applicascientific.com							
Matthew Adler	2021 Preferred	100,000.00	1,277.78	0.82%	1,277.78	0.75%	100,000.00
1673 Belmont Ave							
Baton Rouge, LA 70808							
matt.adler@kinesicslms.com							
Gerald Drefahl	2021 Preferred	100,000.00	1,277.78	0.82%	1,277.78	0.75%	100,000.00
11141 N Oak Hills Pkwy							
Baton Rouge, LA 70810							
gerald.drefahl@kinesicslms.com							
Andrew Smith	2021 Preferred	50,000.00	638.89	0.41%	638.89	0.37%	50,000.00
392 South Lakeshore Drive							
Baton Rouge, LA 70808							
drandrew71@gmail.com							
Daniel Brown	2021 Preferred	50,000.00	638.89	0.41%	638.89	0.37%	50,000.00
P O Box 800							
St. Francisville, LA 70775							
danbrown1957@yahoo.com							
Gerald Drefahl	Common	-	88,146.74	56.64%	88,146.74	51.66%	6,898,443.20
11141 N Oak Hills Pkwy							
Baton Rouge, LA 70810							
gerald.drefahl@kinesicslms.com							
Daniel Brown	Common	-	3,833.33	2.46%	3,833.33	2.25%	300,000.12
P O Box 800							
St. Francisville, LA 70775							
danbrown1957@yahoo.com							
FMOL Health System	Common	-	6,388.89	4.11%	6,388.89	3.74%	500,000.28
4200 Essen Lane							
Baton Rouge, LA 70809							
jeffrey.limbocker@fmolhs.org							
Performance Unit Plan	PUP	-	-	-	15,000.00	8.79%	1,173,913.50
			155,620.64	100.00%	170,620.64	100.00%	13,352,925.07

Exhibit A
Seed Investor List

Kinesics LLC
Seed Investors

Member	Authorized Agent	Address	Email	Units	% 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%