

**OPERATING AGREEMENT  
OF  
1117 PINE LLC**

This OPERATING AGREEMENT (this “Agreement”) of 1117 PINE LLC (the “Company”) is made and entered into as of September 21, 2022.

W I T N E S S E T H:

WHEREAS, the Company was formed pursuant to Articles of Organization which was filed for recordation in the office of the Secretary of State of the State of Delaware on September 21, 2022 (the “Articles of Organization”).

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

FIRST: The name of the Company is 1117 PINE LLC.

SECOND: The purpose of the Company is to engage in any lawful business or activity that may be engaged in by a limited liability company organized under the laws of the State of Delaware, as such business and activities may be determined by the members from time to time, and the Company is authorized to exercise and shall enjoy all powers, rights and privileges conferred upon limited liability companies by the laws of the State of Delaware as in force from time to time including, without limitation, all powers necessary or appropriate to carry out all those acts and activities in which it may lawfully engage.

THIRD: The principal place of business of the Company will initially be 190 Sperry Road, Bethany, CT 06524.

FOURTH: The Company shall be managed by Robert Abelson and Austin Brooks (each, a “Manager” and together, the “Managers”). The Managers may hire one or more employees having such titles and duties as may be specified in writing from time to time by the Managers. The Managers of the Company are empowered to act and make all decisions on behalf of the Company. Each Manager shall be deemed to be an authorized signatory on behalf of the Company, including without limitation, with respect to Company bank accounts.

FIFTH: The name, business address, percentage interest and initial capital contribution of each member (collectively, the “Members” and, each, a “Member”) of the Company are as follows:

<u>Member Names</u>	<u>Address</u>	<u>Percentage Interest(1)</u>
AMICUS II INVESTMENT HOLDINGS LLC		100%

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SIXTH: The Company shall continue until such time as it shall be terminated by action of the Managers and a vote of the majority of the percentage interests of the Members.

Withdrawal events:

(I) Death- The LLC or remaining Members will have the right to purchase the interest of the deceased Member to a point in order retain control of the company at fair market value.

(II) Disability - Member who becomes temporarily disabled be entitled to continue to receive salary/compensation for 1 year. If a Member becomes permanently disabled, or if a disability continues for some extended period (3 years) –the interest of the disabled Member can be bought out by the LLC or the other Members in order to retain control at fair market value.

(III) Retirement - The LLC or remaining Members will have the right to purchase the interest of the deceased Member to a point in order retain control of the company at fair market value.

SEVENTH: Any additional capital contributions of the Members shall be in such amounts as may be agreed upon by the Members.

EIGHTH: Subject to footnote (1) in ARTICLE FIFTH above, the profits and losses of the Company in each year shall be divided among the Members in proportion to the respective amounts of the capital contributions made or agreed to be made by them.

NINTH: No Member shall have the right to assign its interest in the Company without the approval of the Manager.

TENTH: One or more new members may be admitted to the Company upon the approval of the Members.

ELEVENTH: The right to continue the business on the withdrawal of a Member for any reason is given to the remaining Members.

TWELTH: This Agreement may be amended by agreement among the Members.

THIRTEENTH: The Managers shall be designated as an authorized person within the meaning of the Act and may deliver and file any and all amendments to and restatements of the Articles of Organization, subject to the limitations contained in this Agreement.

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SIGNATURE PAGE FOLLOWS

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

1117 PINE LLC

**By: Robert Abelson, Manager:**



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Robert Abelson

**By: Austin Brooks, Manager:**



\_\_\_\_\_  
Austin Brooks

**SOLE MEMBER:**

AMICUS II INVESTMENT HOLDINGS LLC

**By and through its Manager, Amicus II Manager LLC:**



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By: Robert Abelson