

**FIRST AMENDED AND RESTATED OPERATING AGREEMENT
OF
CASTIGLIONE PROPERTY, L.L.C.**

The undersigned, Christopher P. Bazin and Patricia M. Bazin, being the sole members of **Castiglione Property, LLC**, pursuant to paragraph 28 of the Operating Agreement entered on September 14, 2009, and by virtue of a Resolution passed unanimously at a meeting of the sole member, Christopher P. Bazin, on June 23, 2021, does hereby certify that the Operating Agreement of the Company was amended by unanimous agreement, as follows:

The Operating Agreement is hereby amended and restated as follows:

This First Amended and Restated Operating Agreement of CASTIGLIONE PROPERTY, L.L.C. is entered into and shall be effective as of June 23, 2021, by and among:

CHRISTOPHER P. BAZIN, whose address is 44-131 Nanamoana Street, Kaneohe, HI 96744; and

PATRICIA M. BAZIN, whose address is 44-131 Nanamoana Street, Kaneohe, HI 96744, pursuant to the provisions of the Louisiana Limited Liability Company Law, LSA-R.S. 12:1301, *et seq.*, and on the following terms and conditions:

1. Formation. A limited liability company (hereinafter referred to as the "Company") has been formed pursuant to the provisions of the Louisiana Limited Liability Company Law, LSA-R.S. 12:1301, *et seq.*, and shall be governed in accordance with the terms and conditions set forth in this First Amended and Restated Operating Agreement (this "Agreement").

2. Name. The name of the Company is CASTIGLIONE PROPERTY, L.L.C.

3. Members. The name and municipal address of each of the members (the "Members") of the Company are as follows:

<u>Name</u>	<u>Municipal Address</u>
CHRISTOPHER P. BAZIN	44-131 Nanamoana Street Kaneohe, HI 96744
PATRICIA M. BAZIN	44-131 Nanamoana Street Kaneohe, HI 96744

4. Principal Place of Business. The principal place of business of the Company shall be located at 3501 N. Causeway Boulevard, Suite 500, Metairie, Louisiana 70002, or such other location as selected from time to time by the Manager of the Company (the "Manager").

5. Business and Purpose. The business and purpose of the Company shall be to engage in any other activity for which limited liability companies may be formed under Louisiana law.

6. Term. The existence of the Company shall commence on the effective date of this Agreement and shall be perpetual unless sooner terminated by the occurrence any of the following events:

(a) The execution of a written agreement of termination setting forth the effective date thereof by Members having Membership Percentage Interests aggregating more than 50% (a "Majority in Interest" shall hereinafter refer to greater than 50% of the Membership Percentage Interests); or

(b) Upon the entry of a decree of judicial dissolution.

7. Capital Contributions.

(a) Initial. Upon the request of the Manager, the Members respectively have contributed cash, bonds, notes, securities, or other property of equivalent value to the capital of the Company as follows:

<u>Member</u>	<u>Amount</u>
Christopher P. Bazin	\$35,000.00
Patricia M. Bazin	\$35,000.00
TOTAL:	\$70,000.00

(b) Limitation. No Member shall be required to make any contribution to the capital of the Company other than as set forth in Paragraph 7(a) above, unless mutually agreed upon by all Members or as may be required by the Manager in the best interest of the Company.

8. Profits and Losses.

(a) Determination. The profits and losses of the Company shall be determined under accounting principles consistently applied and the method of accounting used in maintaining the Company's books and records, as hereinafter set forth.

(b) Allocation. Except as specifically provided herein, the annual net profits and losses (and all items of income, deduction and credit) of the Company shall be allocated among the Members as set forth in this paragraph 8(b) and in accordance with their Membership percentage Interests, which shall be as follows:

<u>Member</u>	<u>Membership Percentage Interest</u>
Christopher P. Bazin	Fifty (50%) Percent
Patricia M. Bazin	Fifty (50%) Percent
TOTAL:	100%

9. Non-Liquidating Distributions.

- (a) Distribution to Pay Taxes. Within a reasonable time following the close of the Company's annual accounting period and prior to April 15 of the following accounting period, the Company shall distribute to each Member an amount equal to the profit (adjusted to reflect a federal taxable income equivalent) allocated to each such Member pursuant to paragraph 8(b) multiplied by the lesser of (i) a percentage equal to the highest federal individual income tax rate plus one-half of the highest Louisiana individual income tax rate; or (ii) a percentage agreed upon by a Majority in Interest of the Members.
- (b) Distribution of Net operating profit.
 - (i) Net operating profit. "Net Operating Profit" means the gross cash proceeds from Company operations, less the cost of goods or services sold and the portion of such cash proceeds used to pay or establish reserves for all Company expenses, debt payments, capital improvements, replacements, and contingencies, all as reasonably determined by the Manager. "Net Operating Profit" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, and shall be increased by any reductions of reserves previously established.
 - (ii) Distribution of Net Operating Profit. Within a reasonable time following the close of the Company's annual accounting period, and at such other times as the Manager shall determine, the Manager may distribute out of Net Operating Profit, reduced by distributions under Paragraph 9(a) above, an amount which the Manager deem appropriate, to the Members in accordance with their Membership Percentage Interests.
- (c) Other Non-Liquidating Distributions. Non-liquidating distributions, other than to pay taxes and/or out of Net Operating Profit, may be made by the Manager with the approval of a Majority in Interest of the Members.

10. Company Actions and Decisions.

- (a) Except to the extent otherwise provided herein, all decisions and actions affecting the management or operation of the Company shall be made and taken by the Manager.
 - (i) Without limiting the aforesaid management authority, the Manager are specifically authorized to make all decisions and take all actions, except as

hereinafter specifically provided, on behalf of the Company with respect to immovable or real property, including but not limited to the acquisition, alienation, lease or encumbrance thereof and the execution of acts of purchase, sale or exchange, leases, mortgages (and confessions of judgment therein), pledges, security agreements and all other agreements and documents relating thereto.

- (ii) The initial Manager shall be Christopher P. Bazin.
 - (iii) A Manager shall continue to serve as the Manager until said person's dissolution, death, bankruptcy, resignation, or complete termination of interest in the Company.
 - (iv) A vacancy in the position of Manager may be filled by any Member with the approval in writing of a Majority in Interest of the Members.
 - (v) Subject to the restrictions set forth in subparagraph (b) below, the Manager may receive a salary or other compensation for managing the affairs of the Company, and shall be reimbursed for reasonable expenses and/or costs incurred in connection with such person's service as the Manager.
- (b) Notwithstanding the provisions of subparagraph (a) of this paragraph, the salary or other compensation of the Manager and of any other Member (or person related to a Member) shall be approved by a Majority in Interest of the Members.
- (c) The Manager shall devote such time to the affairs of the Company as is reasonably required for the efficient operation of the Company's business.
- (d) Notwithstanding any provision herein to the contrary, third parties may rely upon a certificate of the Manager to establish the membership of any Member, the authenticity of any records of the Company, or the authority of any person to act on behalf of the Company, including but not limited to the authority to take the actions referred to in La. R.S. 12:1318(B).

11. Annual Reports and Tax Information. Within a reasonable time after the close of each Company accounting year, the Company shall furnish to each Member an annual report containing a balance sheet as of the close of such accounting year, statements of income, Members' Capital Accounts and cash flow and necessary tax information. Although the Company shall not be obligated to cause any of its financial statements to be audited, any Member may request that said financial statements for a particular year be audited and the costs of such audit shall be borne by the requesting Member.

12. Tax Matters Member and Tax Elections. The Manager is designated the "Partnership Representative" as defined in Internal Revenue Code and shall perform all duties imposed thereunder. The Manager is further authorized, in his sole discretion, to make or revoke any company tax election as provided for in the Internal Revenue Code.

13. Books and Records. The Company shall at all times keep and maintain a true and accurate set of books and records at the Company's principal place of business and in accordance

with accounting principles consistently applied and the provisions of this First Amended and Restated Operating Agreement.

14. Accounting Year and Method. For purposes of maintaining the Company's books and records, the Company's accounting year shall be a calendar year, and the Company shall employ the cash method of accounting, provided, however, that the Company shall employ the accrual method of accounting, if, and only if, the Company is required to report its federal income tax on such basis.

15. Book Carrying Value of Assets. The Company's assets shall be carried on the Company's books and records at each asset's "Book Carrying Value," which shall mean the asset's adjusted basis for federal income tax purposes, except as follows:

- (a) The initial Book Carrying Value of any asset, other than cash, contributed by a Member to the Company shall be such asset's fair market value, as agreed to by the contributing Member and the Company.
- (b) The Book Carrying Value of all Company assets (including assets distributed in accordance with (ii) below) shall be adjusted to reflect their then current fair market value, as determined by the Manager, upon the happening of any of the following events:
 - (i) Contributions to the Company, other than pro-rata contributions by the then current Members,
 - (ii) Distributions to the Members of property other than money or pro-rata distributions of undivided interests in the distributed property, or
 - (iii) Termination of the Company as a partnership for federal income tax purposes pursuant to the Internal Revenue Code.
- (c) Depreciation to Company assets shall be determined in accordance with the regulations of the Internal Revenue Code.

16. Capital Accounts.

- (a) Individual capital accounts ("Capital Accounts") shall be maintained for each Member and shall consist of such Member's initial capital contribution to the Company, if any, increased by (I) any additional capital contributions to the Company by such Member and (II) such Member's distributive share of Company profits and decreased by (A) distributions to such Member, as a member, pursuant to this Agreement and (B) such Member's distributive share of Company losses.
- (b) If the Book Carrying Value of Company assets is adjusted pursuant to paragraph 15(b) hereof, the Capital Accounts of all Members shall be simultaneously adjusted to reflect the aggregate net adjustments to said Book Carrying Value of Company assets, as if the Company recognized a profit or loss equal to the amount of such aggregate net adjustment.

- (c) The transferee of any interest in the Company transferred in accordance with the provisions of this Agreement shall succeed to the Capital Account of the transferor to the extent that it relates to the transferred interest.
- (d) No Member shall be entitled to interest on the balance in such Member's Capital Account nor shall any Member be entitled to a distribution with respect to such Member's Capital Account, except as specifically provided in this Agreement.

17. Indemnity and Hold Harmless. In the event any claim, demand or lawsuit is brought, or expense, cost or liability incurred on the account of acts or omissions of any Member, then such Member shall, and does hereby agree to, defend, indemnify and hold harmless the Company and/or other Members who did not cause or contribute to such claim, demand, lawsuit, expense, cost or liability.

18. Transfer of Membership Interest. Except as provided in this Agreement, no Member or any transferee or successor of a Member may transfer, sell, give, donate, assign, alienate or otherwise dispose of any of his interest in the Company.

19. Transfers as Security. Any Member may transfer all or any part of his interest in the Company by way of security, and the provisions of paragraph 18 shall not apply so long as the Member remains the legal and voting owner of the interest so given as security. However, the interest cannot be transferred or sold to satisfy the debt for which it was given as security.

20. Bankruptcy of a Member.

- (a) Unless otherwise provided herein, the bankruptcy of a Member shall terminate that Member's interest in the Company. The bankrupt Member shall be treated as an unadmitted transferee with respect to such interest and the remaining Members shall have the right, but not the obligation, to purchase the interest of the bankrupt Member at a price equal to the value of his interest in the Company as of the end of the first month of his bankruptcy as hereinafter calculated.
- (b) Upon the termination of a Member's interest in the Company as provided in subparagraph (a) hereof, Member Capital Accounts shall be posted as of the end of the month in which the terminating event occurred. The value of the bankrupt Member's interest in the Company shall be the sum of his Capital Account as posted and any debts due and owing to him by the Company less any amounts due and owing by him to the Company.
- (c) If the remaining Members exercise their right of purchase, they shall pay the purchase price of the interest of the Member terminating hereunder at the valuation determined under subparagraph (b) hereof, as follows:
 - (i) On half within three months after the end of the month in which the terminating event occurred, and

- (ii) the balance within six months after the end of the month in which the terminating even occurred.

The remaining Members shall have the right to purchase the interest of the terminating Member in proportion to their respective Membership percentage Interests; provided, however, that if one Member fails to pay his share of the purchase price, the remaining Member or Members may pay the balance and their respective Membership Percentage Interests shall be increased thereby.

21. Seizure of Interest of Member.

- (a) In the event of the seizure of the interest in the Company of any Member by a creditor of the Member, the Company shall have the right and option to either
 - (i) bond out the seizure, or
 - (ii) satisfy the debt on account of which the seizure was made, or
 - (iii) take no action.
- (b) If the Company shall elect to bond out the seizure, the Member whose interest was seized shall be indebted to the Company for the premiums and other expenditures of the Company incurred by reason of the bonding out of the seizure.
- (c) If the Company shall satisfy the debt on account of which the seizure was made, the Company shall automatically be subrogated to all of the rights of the seizing creditor against the Member whose Company interest was seized with respect to the debt so satisfied by the Company.

22. Death, Disability, Interdiction, or Dissolution of a Member. If a Member who is an individual dies, becomes totally disabled, or a court of competent jurisdiction adjudges him to be incompetent to manage her person or his property, the Member's membership ceases and the Member's executor, administrator, guardian, curator, conservator, or other legal representative shall be treated as an assignee of such Member's interest in the Company. If a Member is a corporation, trust, or other entity and is dissolved or terminated, the Member's membership ceases and the Member's legal representative or trustee or successor shall be treated as an assignee of such Member's interest in the Company. In the event the Members hereof have entered a Buy-Sell Agreement, then such Agreement shall supersede all provisions of this First Amended and Restated Operating Agreement (to the extent of any inconsistency therewith) and shall be determinative of the disposition of the terminated Member's interest herein.

23. Withdrawal of Member. A Member cannot withdraw without the written consent of a Majority in Interest of the Members.

24. Liquidation.

- (a) Upon termination of the Company as provided in Paragraph 6, the Manager (or the Members jointly if there are no Manager) acting as liquidators, shall proceed to wind up the affairs of the Company and to liquidate the Company in an orderly manner. The liquidator of the Company shall collect all revenues and liquidate the assets, to the extent he deems necessary and advisable, and shall distribute (or establish appropriate reserves therefor) the proceeds and the unliquidated assets, if any, in accordance with the following priorities:
 - (i) First, payment and discharge of debts and liabilities of the Company;
 - (ii) Second, liquidation of Members' Capital Accounts; and
 - (iii) Third, if any proceeds or unliquidated assets remain after satisfaction of the above priorities (1) and (2), such remaining proceeds and unliquidated assets shall be distributed to the Members in accordance with their Membership Percentage Interests.
- (b) Any gain or loss on disposition of the assets of the Company in liquidation shall be credited or charged to the Members in proportion to their Membership Percentage Interests
- (c) Any property distributed in kind shall be valued by an independent appraisal at its fair market value and then treated as though the property were sold at such fair market value as of the time of such distribution (with a resulting allocation of profits and losses) and the cash proceeds were distributed. In-kind distributions shall be made at the discretion of the liquidator and, if made, shall to the extent possible be made on the basis of particular properties being distributed to particular Members in full ownership.

25. Applicable Law. The relations of the Members with each other and with third persons shall be governed by the laws of the State of Louisiana.

26. Notices. Notices required or permitted by this Agreement shall be given (a) to each Member (and to spouses, succession representatives heirs, legatees, legal representatives and successors) at the Member's permanent mailing address as hereinabove set forth and (b) to the Company at its principal place of business, with copies to each Member at their said permanent mailing address. The Company or any Member may change the address for the giving of notices to it or him by giving the Company and all other Members a notice of the new address. All notices shall be deemed given when received, unless otherwise provided.

27. Amendments. Except as otherwise provided herein, this Agreement may be amended only by an instrument in writing signed by all Members.

28. Separability of Provisions. If for any reason, any provision hereof is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

This First Amended and Restated Operating Agreement may be executed in any number of multiple originals or counterparts, each of which shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns, jointly, severally and in solido.

IN WITNESS WHEREOF, the parties hereto have executed this First Amended and Restated Operating Agreement effective as of the date first hereinabove set forth.


CHRISTOPHER P. BAZIN


PATRICIA M. BAZIN