CONFIDENTIAL AND PROPRIETARY COMMUNICATIONS
NOT FOR DISTRIBUTION

SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

BASIS MEDICAL, LLC

Dated Effective as of November 4, 2023

THE LIMITED LIABILITY COMPANY SHARES REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES ACTS OR LAWS OF ANY STATE OR TERRITORY IN RELIANCE UPON EXEMPTIONS FROM REGISTRATION UNDER THOSE ACTS. BY ACQUIRING SHARES REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT, EACH SHAREHOLDER REPRESENTS THAT IT WILL NOT SELL OR OTHERWISE DISPOSE OF ITS SHARES WITHOUT COMPLIANCE WITH THE PROVISIONS OF THIS LIMITED LIABILITY COMPANY AGREEMENT AND REGISTRATION OR OTHER COMPLIANCE WITH THE AFORESAID ACTS AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER.

This Amended and Restated Limited Liability Company Agreement (the **"**Company Agreement**"**) of Basis Medical, LLC, a Delaware limited liability company, is entered into among, the undersigned members (the **"**Shareholders**"**) and the managers ("Managers") as of April 10, 2018. Each Shareholder and Manager acknowledges and agrees that it shall be bound to the provisions of this Company Agreement.

ARTICLE 1
DEFINITIONS

The following capitalized terms are used in this Company Agreement with the meanings thereafter ascribed (but certain other capitalized terms are defined in the Section in which they are used as they are better understood in that context):

"**Act**" means the Delaware Limited Liability Company Act, 6 Del. C. §18-101 *et seq.*

"**Affiliate**" means (a) in the case of an individual, any relative of such Person, (b) any officer, director, trustee, partner, manager, employee or holder of ten percent (10%) or more of any class of the voting securities of or equity interest in such Person; (c) any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with such Person; or (d) any officer, director, trustee, partner, manager, employee or holder of ten percent (10%) or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with such Person.

"Avisé" means Avisé Partners, LLC, a Georgia limited liability company.

"Avisé Appointee" has the meaning set forth in Section 5.2 herein.

"**Business**" with respect to the Company means the development and manufacture of medical devices used in vein procedures, and activities related thereto.

"**Capital Account**" means a capital account maintained in accordance with the rules contained in Treas. Reg. §1.704-1(b)(2)(iv) as maintained in accordance with applicable rules under the Code and as set forth in Treas. Reg. §1-704-1 (b)(2)(4) as amended from time to time.

"**Capital Contribution**" means any contribution to the capital of the Company in cash or property by a Shareholder whenever made.

"**Certificate of Formation**" means the Certificate of Formation of Basis Medical, LLC as filed with the Secretary of State of Delaware as the same may be amended from time to time.

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time.

"Commission" means the Securities and Exchange Commission or any other federal agency then administering the Securities Act, the Exchange Act, and other federal securities laws.

"**Company**" means Basis Medical, LLC, a Delaware limited liability company.

"**Company Agreement**" means this Company Agreement as originally executed and as amended from time to time.

"**Company Representative"** has the meaning set forth in Section 17.13 herein.

"**Customers**" means any purchaser or lessee of the Company's products or services.

"**Distributable Cash**" means all cash, revenues, and funds received by the Company from Company operations, plus amounts released from previously established Reserves, less the sum of the following to the extent paid or set aside by the Company: (a) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (b) all cash expenditures incurred incident to the normal operation of the Company's Business; (c) such Reserves as the Board of Managers deems reasonably necessary to the proper operation of the Company's Business.

"**Economic Interest**" means a Shareholder's share of the Company's Net Profits and Net Losses and distributions of the Company's assets pursuant to this Company Agreement which share shall be equal to such Shareholder's Percentage Interest.

"**Entity**" means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, or association or any foreign trust or foreign business organization.

"**Event of Dissociation**" has the meaning set forth in Section 8.6 of this Company Agreement.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Fair Market Value**" at any time and from time to time means, when used with reference to Shares in the Company, the fair market value of such Shares as determined by an independent appraiser experienced in the valuation of companies similar to the Company as selected by the Board of Managers. In determining Fair Market Value, the independent appraiser may take into account factors which may be relevant to such valuation, including, without limitation the event requiring the determination of Fair Market Value, the absence of a trading market for the Shares, the minority status of the Shares, and such other facts and circumstances as may be material. The cost of determining Fair Market Value shall be borne by the Company.

"**Fiscal Year**" means the Company's fiscal year, which shall be the calendar year.

"Incentive Plan" means any plan approved by the Board of Managers and by Majority Vote providing for the grant to employees of the Company either Shares or options to acquire Shares, provided that any Incentive Plan shall not authorize the issuance of equity interests constituting more than forty percent (40%) of the fully-diluted equity interests of the Company. Any Shares and options to acquire Shares in each case granted pursuant to an Incentive Plan shall be for Non-Voting Shares.

"**Initial Capital Contribution**" means the initial contribution to the capital of the Company made by a Shareholder pursuant to this Company Agreement.

"Initial Public Offering" means a sale of the Company's equity securities on Form S-1 (or any equivalent general registration form) under the Securities Act.

"**Majority Vote**" means the vote or consent of Shareholders holding a majority of all Shares eligible to vote.

"**Manager**" means one or more Persons designated or elected to the Board of Managers pursuant to this Company Agreement.

"**Net Losses**" has the meaning set forth in Schedule II.

"**Net Profits**" has the meaning set forth in Schedule II.

"Non-Voting Shares" means Shares issued pursuant to an Incentive Plan approved by the Board of Managers, which do not have any voting rights.

"**Officer**" means one or more persons appointed by the Board of Managers pursuant to Article 6 hereof.

"**Percentage Interest**" means with respect to a Shareholder, a Shareholder's interest in the Company, the numerator of which shall be the number of Shares owned by the Shareholder, and the denominator of which shall be the number of Shares owned by all Shareholders, expressed as a percentage.

"**Person**" means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

"**Prime Rate**" means the "prime rate" as announced from time to time by Wells Fargo Bank, National Association, or its successor in interest thereto.

"**Related Party Transactions"** means a transaction between the Company and any Manager, Officer, Shareholder or Affiliate thereof.

"**Reserves**" means with respect to any fiscal period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Board of Managers for working capital and to pay taxes, insurance, debt service, or other costs or expenses incident to the ownership or operation of the Company's Business.

"Securities Act" means the Securities Act of 1933, as amended.

"**Shareholder**" means each of the parties who executes a counterpart of this Company Agreement as a Shareholder (and a member of the Company within the meaning of the Act) and each of the parties who may hereafter become a Shareholder (and a member of the Company within the meaning of the Act) pursuant to this Company Agreement. If a Person is a Shareholder immediately prior to the purchase or other acquisition by such Person of Shares from another Shareholder, such Person shall have all the rights of a Shareholder with respect to such purchased or otherwise acquired Shares.

"Shares" are the basis for determining a Shareholder's share of the Company's Net Profits and Net Losses, distributions of the Company's assets pursuant to this Company Agreement, and the voting rights of Shareholders. Shares may be (but shall not be required to be) evidenced by certificates in the form approved by the Board of Managers. Except for the Non-Voting Shares issued pursuant to an Incentive Plan, each Share held of record by a Shareholder shall entitle the Shareholder to one vote on all matters which require or which are submitted for Shareholder approval.

"Supermajority Vote" means the vote or consent of Shareholders holding 60% or more of the Shares eligible to vote.

"**Transfer**" means a sale, assignment, pledge, hypothecation or other transfer for consideration or gratuitously all or any portion of the Shares held of record by such Shareholder.

"**Treasury Regulations**" or "**Regulations**" means the Federal Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

ARTICLE 2
FORMATION OF COMPANY

Section 2.1 Formation.

The Company was organized on January 23, 2017, by the filing of the Certificate of Formation.

Section 2.2 Name.

The name of the Company is Basis Medical, LLC. The Shareholders, acting in accordance with this Company Agreement, may change the name of the Company and may conduct Business under one or more other names at any time or times and from time to time.

Section 2.3 Principal Place of Business.

The principal office and place of Business of the Company is located at 1136 Lullwater Road, Atlanta, Georgia 30307. The Company may locate its places of business and registered office at any other place or places within or outside the State of Georgia as the Board of Managers may from time to time deem advisable. The Company shall keep at its principal office the records required to be maintained at such location pursuant to the Act.

Section 2.4 Registered Office and Registered Agent.

The registered office of the Company in the State of Delaware is located at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, and the registered agent for service of process on the Company at such address is The Corporation Trust Company. The registered agent and registered office of the Company may be changed at any time or times and from time to time by the Board of Managers.

Section 2.5 Term.

The term of the Company commenced on the date the Certificate of Formation was filed with the Secretary of State of Delaware and shall continue until dissolved in accordance with the provisions of this Company Agreement.

ARTICLE 3
CONDUCT OF BUSINESS

The purpose of the Company shall be to conduct the Business. The Company shall have all powers necessary for the conduct of, and reasonably connected with, the Company's Business which may be legally exercised by a limited liability company under the Act or which are necessary, customary, convenient, or incident to the realization of its purpose.

ARTICLE 4
NAMES AND ADDRESSES OF SHAREHOLDERS

The names and addresses of the Shareholders are set out on Schedule I hereto under the caption **"**Shareholder's Name and Address.**"**

ARTICLE 5
RIGHTS AND DUTIES OF MANAGERS

Section 5.1 Management.

The full and entire management of the business and affairs of the Company shall be vested in the Board of Managers which shall have and may exercise all of the powers that may be exercised or performed by the Company. Except for situations in which the approval of the Shareholders is required by this Company Agreement or by non-waivable provisions of applicable law, the Board of Managers shall have full and complete authority, power, and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's Business.

Section 5.2 Number, Tenure, and Qualifications.

The Board of Managers shall initially consist of at least seven (7) individuals as set forth on Schedule III; provided, however, that the number of Managers may be increased up to nine (9) by Majority Vote of the Shareholders. Managers shall be elected at each annual meeting of the Shareholders until the first to occur of the death, resignation or removal of such Manager or until a successor to such Manager shall be elected and qualified as provided herein. Notwithstanding the forgoing, so long as Avisé is a Shareholder of the Company, and is not otherwise in default under this Company Agreement, or any other agreement between it and the Company, Avisé shall have the right to appoint one (1) individual to the Board of Managers (the "Avisé Appointee"). Each Manager shall be required to sign a joinder to this Agreement in his or her capacity as a Manager, in the form designated by the Board of Managers.

Section 5.3 Manner of Action, Quorum.

A majority of the Board of Managers must be present to constitute a quorum for the transaction of business at any meeting. Except as expressly provided otherwise in this Company Agreement, all resolutions adopted and all business transacted by the Board of Managers shall require the affirmative vote of the majority of the Managers. Managers need not be Shareholders of the Company.

Section 5.4 Vacancies.

The Shareholders by Majority Vote, subject to the provisions of Section 5.2 above, may fill the place of any Manager which may become vacant prior to the expiration of such Manager's term, with such appointment to continue until the expiration of the term of the Manager whose place has become vacant and until the election or designation of such Manager's successor as provided herein.

Section 5.5 Meetings.

The Managers shall meet (i) annually, without notice, following the annual meeting of the Shareholders; and (ii) at least once per quarter. The Board of Managers may change the number of regular meetings by resolution. No notice need be given for any annual or regular meeting of the Board of Managers. Special meetings of the Managers may be called at any time by the President or by any two (2) Managers, on five (5) days' prior written notice to each Manager, which notice shall specify the time and place of the meeting. Notice of any such meeting may be waived by an instrument in writing executed before or after the meeting. Managers may attend and participate in meetings either in person or by means of conference telephones or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting by means of such communication equipment shall constitute presence in person at such meeting. Attendance in person at such meeting shall constitute a waiver of notice thereof.

Section 5.6 Action in Lieu of Meeting.

Any action to be taken at a meeting of the Managers, or any action that may be taken at a meeting of the Managers, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed, or otherwise indicated in writing, by at least the number of Managers whose vote is required for action under this Company Agreement.

Section 5.7 Removal.

The Avisé Appointee may be removed at any time with or without cause by Avisé; provided, however, that (a) the Avisé Appointee shall be removed automatically without further action by the Board of Managers or Shareholders in the event Avisé is no longer a Shareholder; and (b) the other Managers may remove the Avisé Appointee by Majority Vote in the event such Avisé Appointee breaches his or her obligations under this Company Agreement. The other Managers may be removed at any time with or without cause by a Majority Vote.

Section 5.8 Certain Powers of the Board of Managers.

Except as otherwise set forth in this Company Agreement, the Board of Managers shall have plenary power and authority to conduct the Business of the Company. Without limiting the generality of the preceding sentence or the powers described in Section 5.1 hereof, the Board of Managers shall have full power and authority to authorize the Company:

(a) To acquire property from any Person as the Board of Managers may determine. Provided that the requisite consents and approvals are obtained pursuant to this Company Agreement, the fact that a Manager or a Shareholder is directly or indirectly affiliated or connected with any such Person shall not prohibit the Board of Managers from dealing with that Person; provided, however, that all Related Party Transactions shall be based on arms' length negotiations.

(b) To borrow money for the Company from banks, other lending institutions, one or more Managers, Shareholders, or Affiliates of a Manager or Shareholder on such terms as the Managers deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Board of Managers, or to the extent permitted under the Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Board of Managers.

(c) To purchase liability and other insurance to protect the Company's property and Business.

(d) To invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments.

(e) To execute on behalf of the Company all instruments and documents, including, without limitation, checks, drafts, notes and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments, bills of sale, leases, partnership agreements, operating agreements of other limited liability companies, and any other instruments or documents necessary, in the opinion of the Board of Managers, to the Business of the Company.

(f) To employ accountants, legal counsel, managing agents, or other experts to perform services for the Company and to compensate them from Company funds.

(g) To enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Board of Managers may approve.

(h) To create offices and to delegate executive responsibility to them, and to appoint individuals, who need not be Managers, to serve as such officers at the pleasure of the Board of Managers.

(i) To pursue an Initial Public Offering;

(j) Subject to the terms of this Company Agreement, to issue Shares to Persons on such terms and for such consideration as determined from time to time.

(k) Subject to the terms of this Company Agreement, to do and perform all other acts as may be necessary or appropriate to the conduct of the Company's Business.

Unless authorized by the Board of Managers, no attorney-in-fact, employee, or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable pecuniary for any purpose. No Shareholder shall have any power or authority to bind the Company unless the Shareholder has been authorized by the Board of Managers to act as an agent of the Company in accordance with the previous sentence.

Section 5.9 Liability for Certain Acts/Restrictions on Transactions with the Company.

(a) No Manager shall be liable to the Company or to any Shareholder for any loss or damage sustained by the Company or any Shareholder except loss or damage resulting from (a) intentional misconduct, (b) knowing violation of law, or (c) a transaction from which such Manager received an improper personal benefit in violation or breach of the provisions of this Company Agreement. The Managers shall be entitled to rely in good faith on information, opinions, reports, or statements, including, but not limited to, financial statements or other financial data, prepared or presented by those Officers or other third persons employed by an Officer who, in the reasonable business judgment of such Manager, had sufficient expertise and experience in the area to which such information, opinions, reports, statements, or data relate.

(b) Any Manager proposing to enter into a Related Party Transaction must first receive the written consent of a majority of the remaining Managers. Any transaction described in this Section 5.9(b) which is not approved by such remaining Managers shall be null and void.

Section 5.10 Indemnity of the Managers, Officers and Company Representative.

To the fullest extent permitted by the Act, the Company shall indemnify the Managers, Officers, and Company Representative, from and against all costs of defense (including reasonable fees), judgments, fines, and amounts paid in settlement suffered by a Manager, Officer or Company Representative because such individual was made a party to an action because such individual is or was a Manager, Officer or Company Representative, and make advances for expenses to such Manager, Officer or Company Representative with respect to such matters to the maximum extent permitted under applicable law.

Section 5.11 Resignation.

Any Manager of the Company may resign at any time by giving written notice to the Shareholders of the Company. The resignation of any Manager as a Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Shareholder shall not affect the Manager's rights as a Shareholder.

Section 5.12 Officer's and Manager's Compensation.

Managers shall be entitled to receive compensation from the Company solely for serving as a Manager. All salaries and other compensation of the Manager and Officers shall be fixed by the Board of Managers, and no Officer or Manager shall be prevented from receiving such salary by reason of the fact that he is also a Shareholder of the Company. Further, the Company shall reimburse the Managers for their reasonable costs and expenses incurred by such Manager in connection with such Manager's personal attendance at any meeting of the Board of Managers.

Section 5.13 Proxies.

At all meetings of the Board of Managers, a Manager may vote in person or by proxy executed in writing by the Manager or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Board of Managers of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 5.14 Restrictive Covenants.

(a) No Manager shall, while such individual is a Manager, for or on behalf of himself or herself or any other Person, be involved in any manner, directly or indirectly, in a business that is competitive with the Business of the Company.

(b) No Manager shall, while such individual is a Manager and for a period of one (1) year from the date thereafter for whatever reason, directly or by assisting others, solicit, or attempt to solicit any business from any of the Company's Customers, including actively sought Customers, for the purpose of competing with the Company.

(c) All Company property, including, but not limited to, equipment, devices, records, correspondence, documents, files, reports, studies, manuals, compilations, drawings, blueprints, sketches, videos, memoranda, computer software and programs, data or any other information, including Confidential Information as defined herein (whether originals, copies or extracts), whether prepared or developed by a Manager or otherwise coming into his or her possession, whether maintained by him or her in the facilities of the Company, at his or her home, or at any other location, is, and shall remain, the exclusive property of the Company and shall be promptly delivered to the Company, with no copies or reproductions retained by a Manager, in the event of his or her resignation, removal or other termination for any reason, or at any other time or times the Company may request.

(d) Each Manager shall comply with the provisions of Section 17.3 applicable to Shareholders with respect to Confidential Information.

Section 5.15 Matters Reserved to Shareholders.

In addition to other provisions of this Agreement which require Shareholder action, a Majority Vote shall be required for any action relating to:

(a) A sale of all or substantially all of the assets of the Company or a merger or joint venture between the Company and any other Person;

(b) A Related Party Transaction;

(c) Any loan by a Manager or Shareholder to the Company in excess of $100,000;

(d) A guaranty by the Company or any Shareholder for any obligation of the Company; and

(e) Any change to the Business purpose of the Company.

ARTICLE 6
OFFICERS

Section 6.1 General Provisions.

The Officers of the Company shall consist of Chief Executive Officer, Chief Operating Officer, Chief Commercialization Officer, Chief Financial Officer, Chief Medical Officer, Chief Marketing Officer, Chief Intellectual Property Officer, President, Secretary, and Treasurer, each who shall be elected by the Board of Managers or appointed as provided in this Company Agreement. Each Officer shall be elected or appointed for a term of office running until the meeting of the Board of Managers following the next annual meeting of the Shareholders, or such other term as provided by resolution of the Board of Managers, by the appointment to office, or by a written contract between the Company and such Officer. Each Officer shall serve for the term of office for which he or she is elected or appointed and until his or her successor has been elected or appointed and has qualified or his or her earlier resignation, removal from office, or death. Any two or more offices may be held by the same person, except that the President and the Secretary shall not be the same person.

Section 6.2 Chief Executive Officer

The Chief Executive Officer shall be the senior executive officer of the Company and shall have general and active management of the operation of the Company. The Chief Executive Officer shall be responsible for the administration of the Company, including general supervision of the policies of the Company and general and active management of the financial affairs of the Company, and each may execute bonds, mortgages, or other contracts in the name and on behalf of the Company.

Section 6.3 Chief Operating Officer.

The Company shall have one Chief Operating Officer, elected by the Board of Managers or appointed by the Chief Executive Officer, who shall perform such duties and have such powers as may be delegated by the Chief Executive Officer or the Board of Managers.

Section 6.4 Chief Commercialization Officer.

The Company shall have one Chief Commercialization Officer, elected by the Board of Managers or appointed by the Chief Executive Officer, who shall perform such duties and have such powers as may be delegated by the Chief Executive Officer or the Board of Managers.

Section 6.5 Chief Financial Officer.

The Company shall have one Chief Financial Officer, elected by the Board of Managers or appointed by the Chief Executive Officer, who shall perform such duties and have such powers as may be delegated by the Chief Executive Officer or the Board of Managers.

Section 6.6 Chief Medical Officer.

The Company shall have one Chief Medical Officer, elected by the Board of Managers or appointed by the Chief Executive Officer, who shall perform such duties and have such powers as may be delegated by the Chief Executive Officer or the Board of Managers.

Section 6.7 Chief Marketing Officer.

The Company shall have one Chief Marketing Officer, elected by the Board of Managers or appointed by the Chief Executive Officer, who shall perform such duties and have such powers as may be delegated by the Chief Executive Officer or the Board of Managers.

Section 6.8 Chief Intellectual Property Officer

The Company shall have one Chief Intellectual Property Officer, elected by the Board of Managers or appointed by the Chief Executive Officer, who shall perform such duties and have such powers as may be delegated by the Chief Executive Officer or the Board of Managers.

Section 6.9 President.

The Company shall have one President, elected by the Board of Managers or appointed by the Chief Executive Officer, who shall perform such duties and have such powers as may be delegated by the Chief Executive Officer or the Board of Managers.

Section 6.10 Vice Presidents.

The Company may have one or more Vice Presidents, elected by the Board of Managers or appointed by the Chief Executive Officer, who shall perform such duties and have such powers as may be delegated by the President or the Board of Managers.

Section 6.11 Secretary.

The Secretary shall keep minutes of all meetings of the Shareholders and the Board of Managers and have charge of the minute books and shall perform such other duties and have such other powers as may from time to time be delegated to him or her by the Chief Executive Officers or the Board of Managers.

Section 6.12 Treasurer.

The Treasurer shall be charged with the management of the financial affairs of the Company, shall have the power to recommend action concerning the Company's affairs to the President, and shall perform such other duties and have such other powers as may from time to time be delegated to him or her by the Chief Executive Officer or the Board of Managers.

Section 6.13 Assistant Secretaries and Treasurers.

Vice Presidents, Assistants to the Secretary and Treasurer and such other officers as may be designated from time to time may be appointed by the Chief Executive Officer or elected by the Board of Managers and shall perform such duties and have such powers as shall be delegated to them by the President or the Board of Managers.

Section 6.14 Restrictive Covenant; Non-Disclosure.

Each Officer shall be required, as a condition of accepting such Officer's appointment, to execute a Restrictive Covenant and Non-Disclosure Agreement in form and substance satisfactory to the Board of Managers.

ARTICLE 7
RIGHTS AND OBLIGATIONS OF SHAREHOLDERS

Section 7.1 Limitation on Liability; Rights.

Each Shareholder's liability shall be limited as provided in the Act. Shareholders shall have only such rights as are set forth in this Company Agreement and the Act, to the extent such rights under the Act are not inconsistent with the terms of this Company Agreement.

Section 7.2 No Liability for Company Obligations.

No Shareholder will have any personal liability for any debts or losses of the Company beyond such Shareholder's Capital Contributions, except as provided by law.

Section 7.3 List of Shareholders.

Upon written request of any Shareholder, the President shall provide a list showing the names, addresses, and the number of Shares owned of record by all Shareholders and the other information required by the Act.

Section 7.4 Priority and Return of Capital.

Except as may be expressly provided in Articles 10, 11, or 15, no Shareholder shall have priority over any other Shareholder, either as to the return of Capital Contributions or as to Net Profits, Net Losses, or distributions. This Section 7.4 shall not apply to loans (as distinguished from Capital Contributions) which a Shareholder has made to the Company.

Section 7.5 Status of Shares Purchased by Company.

Any Shares purchased by the Company from time to time shall be redeemed and cancelled by the Company and shall not be deemed to be owned by a Shareholder.

Section 7.6 No Pledge of Shares.

No Shareholder shall pledge or otherwise encumber any, or any portion of, such Shareholder's Shares.

ARTICLE 8

RESTRICTIONS ON TRANSFER; RIGHT OF FIRST REFUSAL; REPURCHASE

Section 8.1 Restrictions on Transfer.

(a) A Shareholder may not Transfer all or any part of the Shares held by such Shareholder except pursuant to a Permitted Transfer (as defined in Section 8.8 below) without complying with Sections 8.1(b), 8.2, 8.3 and 8.4 below. Any Transfer which does not so comply shall be null and void and confer no rights on the transferee as against the Company or as against the Shareholder. In addition, before a transferee in a Permitted Transfer shall be admitted to the Company as a substitute or additional Shareholder, the conditions set forth in Section 8.4 must be satisfied. Until admitted as a Shareholder in accordance with this Company Agreement and law, a Permitted Transferee shall have an Economic Interest only.

(b) Any Transfer of Shares shall be made in full compliance with (i) all applicable statutes, law, ordinances, rules and regulations of all federal, state and local government bodies, agencies and subdivisions having jurisdiction over the Company, and (ii) the contracts, deeds of trust, mortgages, certificates, insurance policies, service agreements and any other agreements affecting the Company's Business so that the business operation of the Company may continue without interruption and without violation of any applicable law or any such instruments.

Section 8.2 Notice of Sale. If any Shareholder (for purposes of this Section, a "Selling Shareholder") wishes to Transfer all or any part of the Shares owned by such Selling Shareholder (whether now or hereafter acquired) at any time to a proposed purchaser (the "Proposed Purchaser") and such transfer is not a Permitted Transfer, then such Selling Shareholder shall promptly deliver a notice of intention to sell (a "Sale Notice") to the Company and each existing Shareholder describing in reasonable detail the number of Shares to be sold (the "Subject Shares"), the identity of the Proposed Purchaser, and the proposed purchase price and terms of sale (including a copy of any written offer or indication of interest).

Section 8.3 Right of First Refusal.

(a) Upon receipt of a Sale Notice from any Selling Shareholder, the Company shall have the right and option to elect to purchase, at the price and on the terms stated in the Sale Notice, the Subject Shares (the "Right of First Refusal") exercisable by written notice (a "Notice

of Election") to the Selling Shareholder within thirty (30) days (the "Company Option Period") after the Sale Notice has been given to the Company. In the event that the Company does not exercise its Right of First Refusal to purchase all, but not less than all, of the Subject Shares within the Company Option Period, then the Company's Right of First Refusal shall terminate and each of the other Shareholders (collectively, the "Offerees") shall have a Right of First Refusal with respect to its pro rata portion of the Subject Shares exercisable by a Notice of Election to the Selling Shareholder within fifteen (15) days after the expiration of the Company Option Period (the "Shareholder Option Period"). In the event that a Shareholder does not exercise its Right of First Refusal within the Shareholder Option Period, then such Shareholder's Right of First Refusal shall terminate.

(b) In the event that not all of the Offerees elect to purchase their pro rata portion of the Subject Shares within the Shareholder Option Period, then all Offerees who have elected to exercise their Right of First Refusal (collectively, the "Participating Offerees") shall have the right to accept the offer to purchase, on a pro rata basis with all Participating Offerees, based on such Participating Offeree's Percentage Interest relative to the Percentage Interest of all other Participating Offerees, any portion not purchased by the other Offerees. The Selling Shareholder shall promptly give written notice ("Subsequent Offer Notice") to each of the Participating Offerees, which shall set forth the portion of the Subject Interest not purchased by the other Offerees, and shall offer such Participating Offerees the right to acquire such unpurchased portion of the Subject Interest. Each of the Participating Offerees shall have an additional five (5) business days after the Subsequent Offer Notice has been given to such Participating Offeree to notify the Selling Shareholder of his, her or its election to purchase his, her or its pro rata share of the unpurchased portion of the Subject Shares on the same terms and conditions as set forth in the Offer Notice. The Participating Offerees' second notice to the Selling Shareholder shall indicate the maximum portion of the Subject Shares which that Participating Offeree is willing to purchase.

(c) Unless all (and not less than all) of the Subject Shares is purchased by the Company, Offerees and/or Participating Offerees, the Selling Shareholder may Transfer to the Proposed Purchaser all (and not less than all) of the Subject Shares at the purchase price and on the other terms set forth in the Offer Notice at any time within the ninety (90) day period following the expiration of the Shareholder Option Period, provided that prior to such Transfer, the Proposed Purchaser shall deliver to the Company (x) an executed Joinder Agreement (as defined in Section 8.4(a)), and (y) an opinion of counsel, in form and substance satisfactory to the Company, to the effect that the Joinder Agreement is a legal, valid and binding obligation of the Proposed Purchaser, enforceable against such Proposed Purchaser in accordance with its terms and that the Transfer, if consummated, will be accordance with, or pursuant to an exemption from, any applicable state and federal securities laws. In the event the Selling Shareholder does not Transfer to the Proposed Purchaser within such ninety (90) days period, the right of such Selling Shareholder to transfer the Subject Shares shall terminate and the obligations of this Section 8.3 shall be reinstated with respect to the Subject Shares.

(d) The closing of any sale subject to this Section 8.3 shall take place at the offices of counsel for the Company no later than, (i) in the event of a sale pursuant to Sections 8.3(a) or 8.3(b), thirty (30) days following the expiration of the Company Option Period (if a sale

to the Company) or the Shareholder Option Period (if a sale to Participating Offerees), or (ii) in the event of a sale pursuant to Section 8.3(c), ninety (90) days following the expiration of the Option Period. At such closing, the Selling Shareholder shall deliver the certificates and duly executed instruments of Transfer of the Subject Shares, against receipt of the purchase price therefore by certified or official bank check or wire transfer or immediately available funds or as otherwise specified in the Offer.

Section 8.4 Substitute Shareholder.

(a) A Person shall only be admitted as a substitute Shareholder under this Agreement upon compliance with the following: (i) true copies of instruments of Transfer have been executed and delivered pursuant to or in connection with such Transfer shall have been delivered to the Company; (ii) the transferee shall have delivered to the Company an executed Joinder Agreement substantially in the form of Exhibit 8.4(a) hereto (a "Joinder Agreement"); (iii) any other requirements in the Company Agreement shall have been satisfied; (iv) the transferee shall have executed, acknowledge and delivered any instruments required under the Act to effect such transfer; and (v) the transferee shall have paid the Company for any costs (including reasonable attorneys' fees) it incurred in connection with such Transfer. A Permitted Transferee who has not complied with the foregoing requirements shall hold an Economic Interest only.

(b) In the event Shares are transferred in accordance with the terms of this Company Agreement, unless otherwise required by the Code: (i) the effective date of the admission of the transferee as a Shareholder in the Company shall be the date that the requirements set forth in Section 8.4(a) are deemed satisfied by the Board of Managers; and (ii) the Company and the Shareholder shall be entitled to treat the transferor Shareholder as the absolute owner of the Shares in all respects and shall incur no liability for distributions or allocations made pursuant to the Company Agreement in good faith to such transferor until the requirements set forth in Section 8.4(a) are deemed satisfied by the Board of Managers.

(c) The costs incurred by the Company associated with the admission of a substitute or additional Shareholder contemplated by this Company Agreement (including reasonable attorneys' fees) shall be borne by the transferee.

Section 8.5 Purchase of Shares in Case of Death or Dissociation.

(a) Upon the death of a Shareholder or the Dissociation of a Shareholder (each such occurrence, a "Repurchase Event"), the Company first, and then the other Shareholders may, but shall not be required to purchase the Shares owned by such Shareholder at the time of the Repurchase Event pursuant to reasonably comparable procedures set forth in Section 8.3 with respect to a Right of First Refusal. The trigger for the timing requirements shall be the date the Company becomes aware of the Repurchase Event. For purposes of determining the price of the Shares, the date of the Repurchase Event shall be used as the valuation date.

(b) The purchase price for any Shares purchased as a result of (i) the death of a Shareholder, shall be its Fair Market Value; and (ii) the Dissociation of a Shareholder, shall be fifty percent (50%) of its Fair Market Value. The purchase price for any Shares purchased as the

result of the death of a Shareholder shall, pursuant to a promissory note, be payable to the deceased Shareholder's estate in four (4) equal quarterly installments over a twelve-month period after the closing of the purchase with interest at the Prime Rate, or earlier as may be determined by the Board of Managers or the purchasing Shareholders, as applicable. The purchase price for any Shares purchased as a result of a Dissociation shall, subject to the limitations provided in Section 8.5(c) below if purchased by the Company, be payable in sixteen (16) equal quarterly installments, without interest, commencing one hundred twenty (120) days after the closing on the purchase pursuant to a promissory note to be issued by the purchasing parties.

(c) Any promissory note issued by the Company for the purchase of Shares in the event of a Dissociation shall be subject to a cap on the annual amount to be paid pursuant to such promissory note equal to twenty-five percent (25%) of the annual Net Cash Flow (the "Payment Cap"). In the event payments in any year under any such promissory note exceed such Payment Cap; the Company may elect to defer payments in excess of such Payment Cap to the next year and if necessary, the promissory note shall be extended for one (1) year periods to accommodate payment; provided, however, that in no event shall the maturity date of the promissory note be extended beyond five (5) years. At all times that any sums may remain due and owing pursuant to any such promissory note, the Shareholder to whom the promissory note is payable shall be entitled to access to and review of all financial and documents of the Company as though such Shareholder was still a Shareholder of the Company.

Section 8.6 Dissociation. A Dissociation of a Shareholder shall be deemed to occur upon any one or more of the following events:

(a) making an assignment for the benefit of creditors or filing of a voluntary petition in bankruptcy;

(b) filing of a petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation (a "Dissolution Proceeding"), if such Dissolution Proceeding is not dismissed within 120 days from the date of filing;

(c) ninety (90) days after the appointment, without the Shareholder's consent or acquiescence, of a bankruptcy trustee, receiver or liquidator of the Shareholder or of all or any substantial part of the Shareholder's properties or assets, if within such 90-day period the appointment is not vacated or stayed, or ninety (90) days after the expiration of any stay of such appointment, the appointment is not vacated;

(d) a Shareholder shall pledge or otherwise encumber his, her or its Shares without the prior written consent of the Board of Managers; or

(e) the material breach by a Shareholder of any of his, her or its duties, obligations, or covenants under this Company Agreement.

Section 8.7 Termination of Shareholder's Interest in Company. The death of Shareholder or the termination of a Shareholder's interest (whether or not in contravention of this Agreement), shall not cause a dissolution of the Company. Furthermore, such Shareholder's legal

representative shall join the transferee thereof in satisfying the conditions precedent to such transferee becoming a substitute Shareholder which are set forth in this Company Agreement.

Section 8.8 Permitted Transfers. The rights conveyed under Sections 8.1 through 8.3 shall not apply in the event of the following Transfers by a Shareholder of all or any portion of the Shares held by such Shareholder (whether now or hereafter acquired) (each a "Permitted Transfer"):

(a) any Transfer by any Shareholder to any of such Shareholder's immediate family members or an entity controlled by, or under common control with, such Shareholder, provided that any such transferee shall have delivered to the Company an executed Joinder Agreement; and

(b) any Transfer by a Shareholder to another Shareholder.

Section 8.9 Admission of New Shareholders

The Shareholders hereby authorize the Board of Managers to amend Schedule I hereto from time to time to add new Shareholders who appropriately become Shareholders under the terms and conditions of this Company Agreement. No additional Shareholders shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Board of Managers may, at the time a Shareholder is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income, and expense deductions to a new Shareholder for that portion of the Company's tax year in which a Shareholder was admitted in accordance with the provisions of Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

ARTICLE 9
DRAG ALONG; TAG ALONG

Section 9.1 Drag Along.

If at any time the Company shall receive a bona fide written offer (a **"**Buy-Out Offer**"**) from any unrelated Person (the **"**Buyer**"**) to purchase 100% of the outstanding Shares in the Company, in the form of a cash purchase, a securities-for-securities exchange, a merger, a consolidation or any combination of the foregoing (a **"**Buy-Out**"**), the Company shall deliver copies of the Buy-Out Offer to all of the Shareholders. If Shareholders owning at least 60% or more of the Shares eligible to vote desire to accept such Buy-Out Offer, then each other Shareholder shall be obligated, which obligation shall be enforceable by the Company and the other Shareholders, to sell all of such Shareholder's Shares and participate in the Buy-Out, vote his, her or its Shares in favor of the Buy-Out if such vote is required, and otherwise to take all necessary action to consummate such Buy-Out; provided, that all of the Shareholders receive the

same Buy-Out consideration for their Shares. The approval of such Buy-Out may be rescinded by a Supermajority Vote prior to the execution of a binding agreement with the Buyer. The Drag-Along provisions set forth in this Section 9.1 shall also apply to an Initial Public Offering.

Section 9.2 Tag Along.

If at any time the Company shall receive a Buy-Out Offer from a Buyer to purchase less than 100% of the Shares in a Buy-Out but more than seventy-five percent (75%) of the Shares (excluding a cash purchase of Shares by a Buyer(s) for investment purposes), and if Shareholders owning 60% of the Shares (the "Accepting Shareholders") desires to accept such Buy-Out Offer, then the Company shall deliver copies of the Buy-Out Offer to all Shareholders. Each Shareholder shall have the right to sell to the Buyer, at the same Buy-Out consideration and the same terms and conditions, such number of Shares owned by such Shareholder equal to the number of Shares being purchased by the Buyer, multiplied by a fraction, (i) the numerator of which is the number of Shares owned by such Shareholder, and (ii) the denominator of which is the total number of Shares held by all Shareholders desiring to sell. The approval of such Buy-Out may be rescinded by the Accepting Shareholders prior to the execution of a binding agreement with the Buyer.

ARTICLE 10
MEETINGS OF SHAREHOLDERS

Section 10.1 Annual Meeting.

A meeting of Shareholders shall be held annually, within four (4) months of the end of the Fiscal Year of the Company. The annual meeting shall be held at such time and on such date as the Board of Managers shall determine from time to time and as shall be specified in the notice of the meeting. Failure to hold the annual meeting of Shareholders as provided above shall not invalidate any actions taken by the Company after the failure to hold the annual meeting as provided above.

Section 10.2. Special Meetings.

Special meetings of Shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by any Manager, and shall be called by any Manager upon the written request of a Shareholder or Shareholders holding at least 25% of the Shares eligible to vote. Special meetings of Shareholders shall be held at such time and on such date as shall be specified in the notice of the meeting.

Section 10.3 Notice of Meetings.

Written notice of annual or special meetings of Shareholders stating the place, day, and hour of the meeting shall be given not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the Board of Managers or person calling the meeting, to each Shareholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given two (2) calendar days after being deposited in the United States mail addressed to each Shareholder at the address of each Shareholder as it appears on the books of the Company, with postage thereon prepaid. Notice of a meeting may be waived by an instrument in writing executed before or after the meeting. The waiver need not specify the

purpose of the meeting or the business transacted. Attendance at such meeting in person or by proxy shall constitute a waiver of notice thereof. Notice of any special meeting of Shareholders shall state the purpose or purposes for which the meeting is called.

Section 10.4 Location of Meetings.

Shareholder meetings shall be held in the Metropolitan Atlanta area at a place designed by the Board of Managers in the meeting notice, unless by Supermajority Vote, the Shareholders shall consent in writing in advance to holding the meeting in another location.

Section 10.5 Record Date.

For the purpose of determining Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or Shareholders entitled to receive payment of any distribution, or in order to make a determination of Shareholders for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Shareholders. When a determination of Shareholders entitled to vote at any meeting of Shareholders has been made as provided in this Section 10.5, such determination shall apply to any adjournment thereof

Section 10.6 Quorum.

At all meetings of Shareholders, Shareholders holding a majority of the Shares represented at the meeting in person or by proxy, shall constitute a quorum for the transaction of business. In the absence of a quorum at any such meeting, a majority of the Shares so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if at the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Shares whose absence would cause less than a quorum to be present.

Section 10.7 Manner of Acting.

If a quorum is present, the affirmative vote of Shareholders holding a majority of the Shares represented at the meeting, in person or by proxy and entitled to vote shall be the act of the Shareholders, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, by the Certificate of Formation, or by this Company Agreement. Unless otherwise expressly provided herein or required under applicable law, Shareholders who have an interest (economic or otherwise) in the outcome of any particular matter upon which the Shareholders vote or consent may vote or consent upon any such matter and their vote or consent, as the case may be, shall be counted in the determination of whether the requisite matter was approved by the Shareholders, subject to compliance with requirements of Related Party Transactions, as applicable.

Section 10.8 Proxies.

At all meetings of Shareholders, a Shareholder may vote in person or by proxy executed in writing by the Shareholder or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Board of Managers of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

Section 10.9 Action by Shareholders Without a Meeting

Action required or permitted to be taken at a meeting of Shareholders may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed, or otherwise indicated in writing, by at least the number of Shareholders whose vote would otherwise be required for action under this Company Agreement.

Section 10.10 Waiver of Notice

When any notice is required to be given to any Shareholder, a waiver thereof in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

Section 10.11 Meeting by Telephone.

Shareholders may also meet by conference telephone call if all Shareholders can hear one another on such call and the requisite notice is given or waived.

ARTICLE 11
SALE OF SHARES, CAPITAL CONTRIBUTIONS, AND LOANS

Section 11.1 Sale of Shares.

The Shareholders, by Supermajority Vote from time to time, shall have the authority to cause the Company to sell Shares for such consideration as the Shareholders deem appropriate.

Section 11.2 Share Certificates.

Shares shall be evidenced by a numbered certificate in such form as shall be approved by the Board of Managers, signed by the President and the Secretary. Any such Share certificates shall be issued in consecutive order therefrom. The name of the Person owning the Shares, the number of Shares, and the date of purchase shall be entered on the stub of each certificate. Share certificates exchanged or returned shall be canceled by the Secretary and returned to their original place in the Share book.

Section 11.3 Transfer of Shares.

Subject to the terms of this Company Agreement, a transferee of Shares shall succeed to the transferor's Capital Contributions and Capital Account to the extent related to the Economic Interest therein transferred.

Section 11.4 Capital Contributions.

Except as otherwise provided in an Incentive Plan, each Person who purchases Shares from the Company shall make a Capital Contribution in exchange for such Shares in an amount consistent with the purchase price of such Shares.

Section 11.5 Additional Contributions.

No Shareholder shall be required to make any additional Capital Contributions or loans to the Company.

Section 11.6 Withdrawal or Reduction of Contributions to Capital.

(a) A Shareholder shall not receive out of the Company's property any part of such Shareholder's Capital Contribution until all liabilities of the Company, except liabilities to Shareholder on account of their Capital Contributions, have been paid or there remains property of the Company sufficient to pay them.

(b) A Shareholder, irrespective of the nature of such Shareholder's Capital Contribution, has only the right to demand and receive cash in return for such Capital Contribution, subject to all other restrictions and distributions to the Shareholders as set forth elsewhere in this Company Agreement.

ARTICLE 12
DISTRIBUTIONS

Section 12.1 Distributions.

At such times and from time to time as the Board of Managers shall determine, the Company may make distributions of Distributable Cash to the Shareholders in accordance with their Percentage Interests, not otherwise reasonably necessary for the operation of the Company, provided that such distribution is not otherwise in violation of the Act. The Board of Managers shall make a good faith effort to make distributions to the Shareholders sufficient to allow the Shareholders to satisfy any income or tax liabilities arising from allocations of Net Profits and Net Losses of the Company, but all such distributions shall be made to Shareholders in accordance with their Percentage Interests. In calculating these tax liabilities and the amount the distributions, the Board of Managers will take into account the cumulative tax implications of prior allocations of Net Profits and Net Losses and all prior distributions in an effort to make cumulative distributions sufficient to cover the cumulative tax expense of the Shareholders. The Board of Managers shall not be required to consider the personal circumstances of Shareholders in making a determination of the estimated combined federal and state income tax liability of the Shareholders, and may make an assumption as to the "tax bracket" applicable to Shareholders as a group. In no event shall the Board of Managers cause the Company to borrow money to be able to make these tax distributions.

Section 12.2 Limitation Upon Distributions.

No distribution shall be made to Shareholders if the distribution is prohibited by the Act.

Section 12.3 Interest On and Return of Capital Contributions.

No Shareholder shall be entitled to interest on its Capital Contribution or to the return of its Capital Contribution, except as otherwise specifically provided for herein.

Section 12.4 Loans to Company.

Nothing in this Company Agreement shall prevent any Shareholder from making secured or unsecured loans to the Company by agreement with the Company.

Section 12.5 Tax Withholding.

Unless treated as a Tax Payment Loan (as hereinafter defined), any amount paid by the Company for or with respect to any Shareholder on account of any withholding tax or other tax payable with respect to the income, profits or distributions of the Company pursuant to the Code, the Treasury Regulations, or any state or local statute, regulation or ordinance requiring such payment (a **"**Withholding Tax Act**"**) shall be treated as a distribution to such Shareholder for all purposes of this Company Agreement consistent with the character or source of the income, profits or cash which gave rise to the payment or withholding obligation. To the extent that the amount required to be remitted by the Company under the Withholding Tax Act exceeds the amount then otherwise distributable to such Shareholder, the excess shall constitute a loan from the Company to such Shareholder (a **"**Tax Payment Loan**"**) which shall be payable upon demand and shall bear interest, from the date that the Company makes the payment to the relevant taxing authority, at the rate of 12% per annum, compounded monthly. So long as any Tax Payment Loan or the interest thereon remains unpaid, the Company shall make future distributions due to such Shareholder under this Agreement by applying the amount of any such distribution first to the payment of any unpaid interest on all Tax Payment Loans of such Shareholder and then to the repayment of the principal of all Tax Payment Loans of such Shareholder. The Board of Managers shall have the authority to take all actions necessary to enable the Company to comply with the provisions of any Withholding Tax Act applicable to the Company and to carry out the provisions of this Section.

ARTICLE 13
ALLOCATIONS

The allocation of Net Profits and Net Losses shall be governed by the provisions of Schedule II, which is incorporated herein as a part of this Company Agreement.

ARTICLE 14
BOOKS AND RECORDS

Section 14.1 Accounting Period.

The Company's accounting period shall be the calendar year.

Section 14.2 Records, Audits and Reports.

The Company shall maintain records and accounts of all operations and expenditures of the Company. The Company shall keep at its principal place of business the following records:

(a) A current list of the full name and last known address of each Shareholder and Manager;

(b) Copies of records to enable a Shareholder to determine the relative voting rights of each Shareholder, if any;

(c) A copy of the Certificate of Formation of the Company and all amendments thereto;

(d) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years;

(e) Copies of this Company Agreement, together with any amendments thereto;

(f) Copies of any financial statements of the Company for the three most recent years.

Section 14.3 Tax Returns.

The Board of Managers shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Shareholders within a reasonable time after the end of the Company's Fiscal Year.

Section 14.4 Financial Statements, Reports, Etc.

The Company shall use its best efforts to furnish to each Shareholder within one hundred twenty (120) days after the end of each Fiscal Year of the Company, a balance sheet of the Company, as of the end of such Fiscal Year and the related statements of income, Shareholders' equity, and changes in cash flows for such Fiscal Year, prepared in accordance with the method of accounting adopted by the Board of Managers.

ARTICLE 15
INSURANCE

The Company may purchase such insurance on the life of any Shareholder, Manager or Officer for key-man purposes as may be determined from time to time by the Board of Managers; provided, however, that the proceeds of such life insurance policy shall belong to the Company to be used by the Company as deemed appropriate by the Board of Managers.

ARTICLE 16

DISSOLUTION; WINDING UP AND TERMINATION

Section 16.1 Dissolution.

The Company shall be dissolved only upon a Supermajority Vote.

Section 16.2 Winding Up, Liquidation and Distribution of Assets.

(a) Upon dissolution of the Company, the Company will immediately proceed to wind up its affairs and liquidate (a "Liquidation"). The Liquidation of the Company will be accomplished in a businesslike manner by the Board of Managers. A reasonable time will be allowed for the orderly Liquidation of the Company and the discharge of liabilities to creditors so as to enable the Company to minimize any losses attendant upon Liquidation. Any gain or loss on disposition of any Company assets in Liquidation will be allocated among the Shareholders and credited or charged to Capital Accounts in accordance with the provisions of this Agreement. Without affecting the liability of Shareholders and without imposing liability on the liquidating trustee or the Board of Managers, the Board of Managers may settle and close the Company's Business, prosecute and defend suits, dispose of its property, discharge or make provision for its liabilities, and make distributions in accordance with Section 11.1.

(b) The assets of the Company will be distributed in Liquidation in the following order:

(i) To creditors, including Shareholders who are creditors, by the payment or provision for payment of the debts and liabilities of the Company and the expenses of Liquidation;

(ii) To the setting up of any reserves that the Board of Managers determines are reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company; and

(iii) After determining that all known debts and liabilities of the Company in the process of winding up, including debts and liabilities to Shareholders who are creditors of the Company, have been paid or adequately provided for, the remaining assets shall be distributed to the Shareholders in accordance with Section 11.1; provided, that any distributions pursuant to Section 11.1 shall be adjusted by the Board of Managers as necessary to be consistent with any federal income tax treatment applied with respect to certain Shares sold by the Company for services under any Incentive Plan and/or to which the subject matter contained in Section 202(e) of Schedule II is applied. Such liquidating distributions shall be made by the end of the Company's calendar year in which the Company is liquidated, or, if later, within ninety (90) days after the date of such Liquidation.

(c) A report will be submitted with each liquidating distribution to the Shareholders, showing the collections, disbursements and distributions during the period which is subsequent to any previous report. A final report, showing cumulative collections, disbursements and distributions, will be submitted upon completion of the liquidation process.

ARTICLE 17
MISCELLANEOUS PROVISIONS

Section 17.1 Application of Delaware Law.

This Company Agreement, and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Delaware, and specifically the Act.

Section 17.2 No Action for Partition.

No Shareholder has any right to maintain any action for partition with respect to the property of the Company.

Section 17.3 Confidentiality Information

Subject to law, each Shareholder agrees not to use or disclose in any manner, until five (5) years after the termination of his, her or its investment relationship with the Company, for any reason, any Confidential Information, except as necessary to perform duties, as may be applicable, while an investor in the Company, as applicable. "Confidential Information" means (i) the terms and conditions of this Company Agreement (including the overall structure of the Company and its Shareholders); (ii) data and information relating to the Company's Business, regardless of whether the data or information constitutes a trade secret as that term is defined in the Act; (iii) data and information disclosed to a Shareholder or of which a Shareholder became aware as a consequence of such Shareholder's relationship with the Company; (iv) data and information having value to the Company; (v) data and information not generally known to the competitors of the Company; and (vi) data and information which includes trade secrets, methods of operations, names of customers, technical information, business and marketing plans in strategic plans, methods of operations, policies and procedures, financial information and projections, personnel data and similar information. Each Shareholder acknowledges that the Confidential Information is secret, confidential and proprietary to the Company and has been disclosed to and/or obtained by such Shareholder in confidence and trust for the sole purpose of using the same for the sole benefit of the Company, which is or has been disclosed to him, her or it or of which the Shareholder became aware as a consequence of or through his, her or its relationship with the Company and which has value to the Company and is not generally known to its competitors or to the public. Confidential Information shall not include any data or information that has been voluntarily disclosed to the public by the Company (except where such public disclosure has been made by the Shareholder without authorization) or that has been independently developed and disclosed by others, or that otherwise enters the public domain through lawful means. The restriction on nondisclosure for Confidential Information which constitutes a trade secret under applicable law shall be in perpetuity.

Section 17.4 Execution of Additional Instruments.

Each Shareholder hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

Section 17.5 Construction.

Whenever the singular number is used in this Company Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

Section 17.6 Headings.

The headings in this Company Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Company Agreement or any provision hereof.

Section 17.7 Waivers.

The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Company Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

Section 17.8 Rights and Remedies Cumulative.

The rights and remedies provided by this Company Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right not use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Section 17.9 Severability.

If any provision of this Company Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Company Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

Section 17.10 Heirs, Successors and Assigns.

Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Company Agreement, their respective heirs, legal representatives, successors, and assigns.

Section 17.11 Creditors.

None of the provisions of this Company Agreement shall be for the benefit of or enforceable by any creditor of the Company.

Section 17.12 Counterparts.

This Company Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Section 17.13 Federal Income Tax Elections; Partnership Representative.

The Shareholders hereby designate David Martin as the "partnership representative" (within the meaning of Section 6223 of the Code) (the "Company Representative"). The Company Representative shall act in accordance with the requirements of Sections 6221 through 6233 of the Code. The Company Representative shall be the exclusive spokesperson of the Company in the course of any tax audit or any litigation involving the Company as a party. The Company Representative shall not (i) make an election under Section 6226(a)(1) of the Code, (ii) extend the period of limitations for any tax year for federal, state, local or foreign income tax purposes, (iii) enter into any settlement agreement that is binding upon the Shareholders with respect to the determination of Company items of income, gain, loss, or deduction at the Company level, (iv) file a petition under Section 6226(a) of the Code for the readjustment of those Company items, or (v) appeal any judicial decision with respect to any Company item, in each case without the consent of a Majority Vote. The provisions on indemnification in Section 5.10 shall be fully applicable to the Company Representative in his or her capacity as such. The Company Representative can be removed from such position by a Supermajority Vote. The Company Representative may resign at any time by giving written notice to the Company and each of the other Shareholders. Upon the resignation, death or removal of the Company Representative, a new Company Representative shall be elected by a Majority Vote.

Section 17.14 Certification of Non-Foreign Status.

In order to comply with §1445 of the Code and the applicable Treasury Regulations thereunder, in the event of the disposition by the Company of a United States real property interest as defined in the Code and Treasury Regulations, each Shareholder shall provide to the Company, an affidavit stating, under penalties of perjury, (a) the Shareholder's address, (b) United States taxpayer identification number, and (c) that the Shareholder is not a foreign person as that term is defined in the Code and Treasury Regulations. Failure by any Shareholder to provide such affidavit by the date of such disposition shall authorize the Board of Managers to withhold ten percent (10%) (or such higher amount as may be applicable under the Code or the Treasury Regulations) of each such Shareholder's rights to distribution of proceeds realized by the Company on the disposition.

Section 17.15 Notices.

Any and all notices, offers, demands, or elections required or permitted to be made under this Company Agreement (**"**Notices**"**) shall be in writing, signed by the party giving such Notice, and shall be deemed given and effective (a) when hand-delivered (either in person by the party giving such notice, or by its designated agent, or by commercial courier) or (b) on the third (3rd) business day (which term means a day when the United States Postal Service, or its legal successor (**"**Postal Service**"**) is making regular deliveries of mail on all of its regularly appointed week-day rounds in Atlanta, Georgia) following the day (as evidenced by proof of mailing) upon which such notice is deposited, postage pre-paid, certified mail, return receipt requested, with the Postal Service, and

(a) if to the Company:

David Martin
1136 Lullwater Road
Atlanta, Georgia 30307

(b) if to a Shareholder, to the Shareholder's address as reflected in the Share ownership records of the Company or as the Shareholders shall designate to the Company in writing.

Section 17.16 Amendments.

Any amendment to this Company Agreement shall be made in writing and approved by a Supermajority Vote, and any such amendment shall be binding or on all of the Shareholders. Notwithstanding the forgoing, no amendment which has been agreed to by a Supermajority Vote shall be effective to the extent that such amendment has a Material Adverse Effect upon one or more Shareholders who did not agree in writing to such amendment. For purposes of this Section 17.16, "Material Adverse Effect" shall mean any modification of the relative rights to distributions by the Company. Without limiting the generality of the foregoing, an amendment which has a proportionate effect on all Shareholders with respect to their rights to distributions shall be deemed to not have a Material Adverse Effect on Shareholders who do not agree in writing to such amendment.

Section 17.17 Banking.

All funds of the Company shall be deposited in its name in an account or accounts as shall be designated from time to time by the Board of Managers. All funds of the Company shall be used solely for the Business of the Company. All withdrawals from the Company bank accounts shall be made only upon check signed by Officers or by such other persons as the Board of Managers may designate from time to time.

Section 17.18 Arbitration.

Any dispute, controversy, or claim arising out of or in connection with, or relating to, this Company Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the City of Atlanta, State of Georgia, pursuant to the commercial arbitration rules then in effect of the American Arbitration Association (or at any time or at any other place or under any other form of arbitration mutually acceptable to the parties so involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and counsel's fees, except that in the discretion of the arbitrator, any award may include the cost of a party's counsel if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic.

Section 17.19 Determination of Matters Not Provided For In This Company Agreement.

The Board of Managers shall decide any questions arising with respect to the Company and this Company Agreement which are not specifically or expressly provided for in this Company Agreement.

Section 17.20 Further Assurances.

Each Shareholder agrees to cooperate, and to execute and deliver in a timely fashion any and all additional documents necessary to effectuate the purposes of the Company and this Company Agreement.

Section 17.21 Legends.

In the event that certificates evidencing Shares are issued by the Company, any certificate shall bear the following legends:

On the face of the certificate:

"THE SHARES EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO THE REVERSE OF THIS CERTIFICATE.**"**

On the reverse:

"SHARES EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO THAT CERTAIN LIMITED LIABILITY COMPANY AGREEMENT OF BASIS MEDICAL, LLC DATED AS OF APRIL 10, 2018. A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY IN ATLANTA, GEORGIA.

"THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED BY THE HOLDER FOR INVESTMENT PURPOSES ONLY AND NOT FOR RESALE, TRANSFER OR DISTRIBUTION, HAVE BEEN ISSUED PURSUANT TO EXEMPTIONS FROM THE REGISTRATION REQUIREMENT'S OF APPLICABLE STATE AND FEDERAL SECURITIES LAWS, AND MAY NOT BE OFFERED FOR SALE, SOLD OR TRANSFERRED OTHER THAN PURSUANT TO EFFECTIVE REGISTRATION UNDER SUCH LAWS, OR IN TRANSACTIONS OTHERWISE IN COMPLIANCE WITH SUCH LAWS, AND UPON EVIDENCE SATISFACTORY TO THE COMPANY OF COMPLIANCE WITH SUCH LAWS, AS TO WHICH THE COMPANY MAY RELY UPON AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY.**"**

Each Shareholder shall promptly surrender the certificates representing Shares (if any) to the Company so that the Company may affix the foregoing legends thereto. A copy of this Company Agreement shall be kept on file in the principal office of the Company in Atlanta, Georgia. Upon termination of all applicable restrictions set forth herein and upon tender to the Company of the appropriate Share certificates, the Company shall reissue to the holder of such certificates new certificates which shall contain only the second paragraph of the restrictive legend

set forth above. This legend may be modified from time to time by the Board of Managers of the Company to conform to such statutes or to this Company Agreement.

Section 17.22 Investment Representations.

In addition to the restrictions on transfer set forth above, each Shareholder understands that Shareholder must bear the economic risk of this investment for an indefinite period of time because the Shares are not registered under the Securities Act or the securities laws of any state or other jurisdiction. Each Shareholder has been advised that there is no public market for the Shares and that the Shares are not being registered under the Securities Act upon the basis that the transactions involving their sale are exempt from such registration requirements, and that reliance by the Company on such exemption is predicated in part on the Shareholder's representations set forth in this Company Agreement. Each Shareholder acknowledges that no representations of any kind concerning the future intent or ability to offer or sell the Shares in a public offering or otherwise have been made to the Shareholder by the Company or any other person or entity. The Shareholder understands that the Company makes no covenant, representation or warranty with respect to the registration of securities under the Securities Exchange Act of 1934, as amended, or its dissemination to the public of any current financial or other information concerning the Company. Accordingly, the Shareholder acknowledges that there is no assurance that there will ever by any public market for the Shares, and that the Shareholder may not be able to publicly offer or sell any thereof.

Each Shareholder represents and warrants that the Shareholder is able to bear the economic risk of losing Shareholder's entire investment in the Company, which investment is not disproportionate to Shareholder's net worth, and that the Shareholder has adequate means of providing for Shareholder's current needs and personal contingencies without regard to the investment in the Company. The Shareholder acknowledges that an investment in the Company involves a high degree of risk. The Shareholder acknowledges that Shareholder and Shareholder's advisors have had an opportunity to ask questions of and to receive answers from the officers of the Company and to obtain additional information in writing to the extent that the Company possesses such information or could acquire it without unreasonable effort or expense: (i) relative to the Company and the Shares; and (ii) necessary to verify the accuracy of any information, documents, books and records furnished. Each Shareholder represents, warrants and covenants to the Transferor and the Company that the Shareholder is a resident of the state shown on Schedule 1 hereto and will be the sole party in interest as to the Shares acquired hereunder and is acquiring the Shares for the Shareholder's own account, for investment only, and not with a view toward the resale or distribution thereof.

Each Shareholder agrees that the Shareholder will not attempt to pledge, transfer, convey or otherwise dispose of the Shares except in a transaction that is the subject of either (i) an effective registration statement under the Securities Act and any applicable state securities laws, or (ii) an opinion of counsel, which opinion of counsel shall be satisfactory to the Company, to the effect that such registration is not required. The Company may rely on such an opinion of Shareholder's counsel in making such determination. Each Shareholder consents to the placement of legends on any certificates or documents representing any of the Shares stating that the Shares have not been registered under the Securities Act or any applicable state securities laws and setting forth or referring to the restrictions on transferability and sale thereof. Each Shareholder is aware that the

Company will make a notation in its appropriate records, and notify its transfer agent, with respect to the restrictions on the transferability of the Shares.

Each Shareholder represents that the Shareholder has consulted with the Shareholder's attorneys, financial advisors and other regarding all financial, securities and tax aspects of the proposed investment in the Company and that such advisors have reviewed this Company Agreement and all documents relating to this Company Agreement on Shareholder's behalf Shareholder and the Shareholder's advisors have sufficient knowledge and experience in business and financial matters to evaluate the Company, to evaluate the risks and merits of an investment in the Company, to make an informed investment decision with respect to investment in the Company, and to protect the investors' interest in connection with the investor's acquisition of shares in the Company without the need for additional informed which would be required to be included in a complete registration statement effective under the Securities Act.

17.23 Tax Treatment. The Shareholders intend for the Company to be treated as a partnership for income tax purposes but do not intend to form a partnership for any other purposes under the laws of the state of Delaware or other applicable law.

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Schedule I
to
Amended and Restated Limited Liability Company Agreement
of
Basis Medical, LLC

First Name	Last Name	Shares
David	Martin	583,700
Tim	Sharkey	50,000
Peter	McColgan	20,000
Kenneth	Harper	10,000
Larry	Eichler	0
Phillips	Jones	5,000
Elizabeth	Sterchi	10,000
Miles	Gravier	10,000
Childrens 401(k)	Calk	40,000
Mark	Bergeson	10,000
Jonathan	Batley	5,000
Stephen	Forte	10,000
Michael	Gutt	10,000
Jason	Brady	5,000
Randy	Alligood	40,000
Amy	Jarrell	10,000
Stanley	Finnerty	5,000
Driebe IRA		10,000
Susan	Boyd	5,000
Ken	Smith	31,500
Avise	Partners	2
Darrell	Caudill	10,000
Tightwad	II	20,000
Norris	Broyles	5,000
Jeff	Miller	20,000
Thomas	Filteau	10,000
Donnie	Hodge	10,000
Mel	Wilcox	10,000
George	Ippolito	5,000
Mary Ann	Zegers	4,000
Tom	Eichler	4,000
Mark	Bosley	2,500
Chris	Schroder	10,000

Chuck	Bagwell	150,599
Larry	Tedesco	150,599
Rob	Crawford	109,310
Thomas	Murphy	5,000
Chris	Murphy	5,000
Charles	Driebe	5,000
David	Kennedy	4,000
Monica	Umpierrez	5,000
Gabriela	Crawford	21,000
Truck & Equipment Sales		8,000
Carlos	Franco	20,000
Juan Luis	Pimentel	10,000
Lisa	Eichler	25,000
Todd	Eichler	25,000
Eric	Wellons	4,000
JR	Wegman	20,000
Tom	Calk	20,000
Sherpa LLC		5,000
Betlev LLC		129,000
Total		**1,702,210**

SCHEDULE II

TO

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

BASIS MEDICAL, LLC

This Schedule II to the Amended and Restated Limited Liability Company Agreement (the "Company Agreement") of Basis Medical, LLC (this "Schedule II") sets forth the provisions applicable to establishment and maintenance of Capital Accounts and the allocation of Net Profits and Net Losses. Capitalized terms not defined in this Schedule II shall have the meaning ascribed to such terms in the Company Agreement.

ARTICLE 1
DEFINITIONS

"Adjusted Capital Account Deficit" means, with respect to any Shareholder, the deficit balance, if any, in such Shareholder's Capital Account as of the end of the relevant Allocation Period, after giving effect to the following adjustments:

(i.) credit to such Capital Account any amounts which such Shareholder is obligated to restore or is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(ii.) debit to such Capital Account the items described in Regulations Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6).

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

"Allocation Period" means (i) the period commencing on the date of this Company Agreement and ending on December 31, 2009, (ii) any subsequent period commencing on January 1 and ending on the following December 31, or (iii) any portion of the period described in clauses (i) or (ii) for which the Company is required to allocate Net Profits, Net Losses and other items of income, gain, loss or deduction pursuant to this Schedule II.

"Capital Account" means the account maintained for each of the Shareholders in accordance with the following:

(i.) To each Shareholder's Capital Account there shall be credited such Person's Capital Contributions, such Shareholder's distributive share of Net Profits and any items in the nature of income or gain which are specially allocated pursuant to Sections 2.1(b), 2.2(a) or 2.2(b)

of this Schedule II, and the amount of any Company liabilities assumed by such Shareholder or which are secured by any property distributed to such Shareholder.

(ii.) To each Shareholder's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any property distributed to such Shareholder pursuant to any provision of this Agreement, such Shareholder's distributive share of Net Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Sections 2.1(b), 2.2(a) or 2.2(b) of this Schedule II, and the amount of any liabilities of such Shareholder assumed by the Company or which are secured by any property contributed by such Shareholder to the Company.

(iii.) In the event all or a portion of an interest in the Company is transferred in accordance with the terms of the Company Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

(iv.) In determining the amount of any liability for purposes of subparagraphs (i) and (ii), there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the Board of Managers shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities which are secured by contributions or distributed property or which are assumed by the Company or the Shareholders), are computed in order to comply with such Regulations, the Board of Managers may make such modification, provided that it is not likely to have a material adverse effect on the amounts distributed to any Shareholder upon the dissolution of the Company. The Board of Managers also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Shareholders and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Regulations Section 1.704-1(b)(2)(iv)(q), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause the Company Agreement not to comply with Regulations Section 1.704-1(b), provided that, to the extent that any such adjustment is inconsistent with other provisions of this Agreement and would have a material adverse effect on any Shareholder, such adjustment shall require the consent of such Shareholder.

"Capital Contribution" means the amount of money and the initial Gross Asset Value of any tangible or intangible property (other than money) contributed to the Company by such Shareholder (or its predecessors in interest) with respect to the interest in the Company held by such Shareholder. The principal amount of a promissory note which is not readily traded on an established securities market and which is contributed to the Company by the maker of the note (or related to the maker of the note within the meaning of Regulations Section 1.704-1(b)(2)(ii)(c)) shall not be included in the Capital Account of any Shareholder until the Company makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Regulations Section 1.704-1(b)(2)(iv)(d)(2).

"Depreciation" means, for each Allocation Period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such Allocation Period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Allocation Period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such Allocation Period bears to such beginning adjusted tax basis; provided, however, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Allocation Period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board of Managers.

"Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(i.) The initial Gross Asset Value of any asset contributed by a Shareholder to the Company shall be the gross fair market value of such asset, as reasonably determined by the Board of Managers;

(ii.) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Board of Managers, as of the following times: (a) the acquisition of an additional interest in the Company (other than in connection with the initial capitalization of the Company) by any new or existing Shareholder in exchange for more than a de minimis Capital Contribution; (b) the grant of an interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company by an existing Shareholder acting in a Shareholder capacity, or by a new Shareholder acting in a Shareholder capacity or in anticipation of being a Shareholder, (c) the distribution by the Company to a Shareholder of more than a de minimis amount of property as consideration for an interest in the Company; and (d) the liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g); provided, however that the adjustment pursuant to clauses (a), (b) and (c) above shall be made only if the Board of Managers reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interest of the Shareholders in the Company;

(iii.) The Gross Asset Value of the Company asset distributed to any Shareholder will be adjusted to equal the gross fair market value of such asset on the date of distribution; and

(iv.) The Gross Asset Values of the Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Sections 734(b) or 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and subsection (vi) of the definition of Net Profits and Net Losses; provided, however, that Gross Asset Values shall not be adjusted pursuant to this section to the extent that the Board of Managers reasonably determine that an adjustment pursuant to subsection (ii) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment to this subsection (iv).

If Gross Asset Value of an asset has been determined or adjusted pursuant to subsection (i), (ii) or (iv) hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

"Nonrecourse Deductions" has the meaning set forth in Regulations Sections 1.704-2(b)(1) and 1.704-2(c).

"Nonrecourse Liability" has the meaning set forth in Regulations Section 1.704-2(b)(3).

"Partner Nonrecourse Debt" has the meaning set forth in Regulations Section 1.704-2(b)(4).

"Partner Nonrecourse Debt Minimum Gain" means an amount, with respect to each Partner Nonrecourse Debt, equal to the Partnership Minimum Gain that would result if such Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulations Section 1.704-2(i)(2).

"Partner Nonrecourse Deductions" has the meaning set forth in Regulations Sections 1.704-2(i)(1) and 1.704-2(i)(2).

"Partnership Minimum Gain" has the meaning set forth in Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

"Net Profits" and **"**Net Losses**"** means, for each Allocation Period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (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 loss), with the following adjustments:

(i.) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Profits and Net Losses pursuant hereto shall be added to such taxable income or loss;

(ii.) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Net Profits or Net Losses pursuant hereto shall be subtracted from such taxable income or loss;

(iii.) In the event the Gross Asset Value of any Company asset is adjusted pursuant to Sections (ii) or (iii) of the definition of Gross Asset Value above, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profits and Net Losses;

(iv.) Gain or loss resulting from any disposition of Company asset with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the asset disposed of, notwithstanding that the adjusted tax basis of

such asset differs from its Gross Asset Value;

(v.) In lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Allocation Period or other period, computed in accordance with the definition of Depreciation above;

(vi.) To the extent an adjustment to the adjusted tax basis of any asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Shareholder's Shares in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Net Profits or Net Losses; and

(vii.) Notwithstanding any other provision of this Section, any items which are specially allocated pursuant to Section 2.2(a) or 2.2(b) of this Schedule II shall not be taken into account in computing Net Profits or Net Losses. The amounts of the items of Company income, gain, loss, or deduction available to be specially allocated pursuant to Section 2.2(a) or 2.2(b) of this Schedule II shall be determined by applying rules analogous to those in subsections (i) through (vi) above.

"Regulatory Allocations" shall have the meaning ascribed to such term in Section 2.2(b) of this Schedule II.

"Safe Harbor" shall have the meaning ascribed to such term in Section 2.2(e) of this Schedule II.

ARTICLE 2
ALLOCATIONS

2.1 **Allocations of Profit and Loss.**

(a) Generally. For purposes of determining the amount of Net Profits or Net Losses to be allocated for any Allocation Period pursuant to this Section 2.1, after giving effect to any adjustments to Capital Accounts necessary to reflect Gross Asset Values and subject to the provisions of Section 2.1(b) and 2.2 of this Schedule II, Net Profits and Net Losses (and, to the extent necessary, individual items of income, gain, loss, deduction or credit) of the Company shall be allocated among the Shareholders in such manner and amount as shall cause the Capital Account of each Shareholder, as nearly as possible, to equal the amount of cash that would be distributed to such Shareholder if (a) the Company sold all of its assets for an amount of cash equal to their Gross Asset Values, (b) the Company satisfied all of its liabilities (with such satisfaction limited, with respect to each nonrecourse liability, to the Gross Asset Value of the assets securing such liability), and (c) the amount remaining thereafter were distributed in accordance with Sections 11.1 of the Company Agreement to the Shareholders.

(b) Limitation on Net Losses. The Net Losses allocated pursuant to Section 2.1(a) shall not exceed the maximum amount of Net Losses that can be so allocated without causing any Shareholder to have an Adjusted Capital Account Deficit at the end of any taxable year. In the event some but not all of the Shareholders would have Adjusted Capital Account Deficits as a consequence of an allocation of Net Losses pursuant to Section 2.1(a) of this Schedule II, the limitation set forth in this Section 2.1(b) shall be applied on a Shareholder by Shareholder basis so as to allocate the maximum permissible Net Losses to each Shareholder under Regulations Section 1.704-1(b)(2)(ii)(d).

2.2 **Special and Other Allocations.** The following special allocations shall be made in the following order:

(a) Special Allocations.

(i.) Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(f) of the Treasury Regulations, notwithstanding any other provision of this Article II of Schedule II, if there is a net decrease in Partnership Minimum Gain during any Allocation Period, each Shareholder shall be specially allocated items of Company income and gain for such Allocation Period (and, if necessary, subsequent Allocation Periods) in an amount equal to such Shareholder's share of the net decrease in Partnership Minimum Gain, determined in accordance with Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Shareholder pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This subsection is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(ii.) Partner Minimum Gain Chargeback. Except as otherwise provided in Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Article II of Schedule II, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt during any Allocation Period, each Shareholder who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such Allocation Period (and, if necessary, subsequent Allocation Periods) in an amount equal to such Shareholder's share of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Shareholder pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This subsection is intended to comply with the minimum gain chargeback requirement in Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(iii.) Qualified Income Offset. In the event any Shareholder unexpectedly receives any adjustments, allocations, or distributions described in Regulations Section 1.704-1(b)(2)(ii)(d)(4), Regulations Section 1.704-1(b)(2)(ii)(d)(5) or Regulations Section 1.704-1(b)(2)(ii)(d)(6), items of income and gain shall be specially allocated to each such Shareholder in

an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of such Shareholder as quickly as possible, provided that an allocation pursuant to this subsection shall be made only if and to the extent that such Shareholder would have an Adjusted Capital Account Deficit after all other allocations provided for in this Article II of Schedule II have been tentatively made as if this subsection were not in Schedule II or the Company Agreement.

(iv.) Gross Income Allocation. In the event any Shareholder has a deficit Capital Account at the end of any Allocation Period which is in excess of the sum of (i) the amount such Shareholder is obligated to restore pursuant to any provision of this Schedule II or the Company Agreement, and (ii) the amount such Shareholder is deemed to be obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Shareholder shall be specially allocated items of income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this subsection shall be made only if and to the extent that such Shareholder would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article II have been made as if Section 2.2(a)(iii) of this Schedule II and this subsection were not in Schedule II or the Company Agreement.

(v.) Nonrecourse Deductions. Nonrecourse Deductions for any Allocation Period shall be allocated in accordance with each Shareholder's Economic Interest.

(vi.) Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any Allocation Period shall be specially allocated to the Shareholder who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(vii.) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to (x) Code Section 734(b) as a result of a distribution of property to a Shareholder or a substantial basis reduction, subject to the terms of Code Section 755(c), or (y) Code Section 743(b) as a result of a transfer of any Shares or the Company having a substantial built-in loss immediately after such transfer, is required, pursuant to the terms of such Code Sections or §1.704-1(b)(2)(iv)(m) of the Regulations, to be take 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) and such gain or loss shall be specially allocated to the Shareholders in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such referenced sections.

(b) Curative Allocations. The allocations set forth in Section 2.2(a) of this Schedule II (hereinafter referred to as the **"**Regulatory Allocations**"**) are intended to comply with certain requirements of the Regulations. It is the intent of the Shareholders that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of Net Profits or Net Losses pursuant to this Section 2.2(b). Therefore, notwithstanding any other provision of the Company Agreement (other than the Regulatory Allocations), the Board of Managers shall make such offsetting special allocations of income, gain, loss or deduction in whatever manner the Board of Managers determines appropriate so that, after such offsetting allocations are made, each Shareholder's Capital Account balance is, to the extent possible, equal

to the Capital Account balance such Shareholder would have had if the Regulatory Allocations were not part of this Schedule II or the Company Agreement and all such items were allocated in accordance with Section 2.1(a) of this Schedule II. In exercising its discretion under this Section 2.2(b), the Board of Managers shall take into account future Regulatory Allocations under Sections 2.2(a)(i) and 2.2(a)(ii) of this Schedule II that, although not yet made, are likely to offset other Regulatory Allocations previously made under Sections 2.2(a)(v) and 2.2(a)(vi) of this Schedule II.

(c) Other Allocation Rules.

(i.) For purposes of determining the Net Profits, Net Losses, or any other items allocable to any period, Net Profits, Net Losses, and any such other items shall be determined on a daily, monthly, or other basis using any permissible method under Code Section 706 and the Regulations thereunder.

(ii.) The Shareholders are aware of the income tax consequences of the allocations made by this Article II of Schedule II and hereby agree to be bound by the provisions of this Article II in reporting their shares of income and loss for income tax purposes, except to the extent otherwise required by law.

(d) Built-In Gain or Loss/Section 704(c) Tax Allocations.

(i.) In the event that the Capital Account of any Shareholder is credited with or adjusted to reflect the Gross Asset Value of a property or properties, the Shareholders' distributive shares of depreciation, depletion, amortization, and income, gain, loss or deduction, as computed for tax purposes, with respect to such property, shall be determined pursuant to Section 704(c) of the Code and the Regulations thereunder, 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 initial Gross Asset Value. Any deductions, income, gain or loss specially allocated pursuant to this Section shall not be taken into account for purposes of determining Net Profits or Net Losses or for purposes of adjusting a Shareholder's Capital Account. Allocations pursuant to Code Section 704(c) may be made using any permissible method under the Code and Regulations.

(ii.) Except as otherwise provided herein, all items of taxable income, gain, loss, deduction, and any other allocations not otherwise provided for shall be allocated among the Shareholders in the same proportion as such Shareholder's share of Net Profits or Net Losses, as the case may be, for the Fiscal Year.

(iii.) The Board of Managers shall make such mandatory adjustments to the basis of property as is required under the Code and Regulations.

(e) Section 83 Safe Harbor. Proposed Regulations § 1.83-3(l) (and Notice 2005-43, I.R.B. 2005-24 (May 20, 2005)) provides that, subject to such additional conditions, rules, and procedures that the Commissioner of Internal Revenue may prescribe in regulations, revenue rulings, notices, or other guidance published in the Internal Revenue Bulletin, a partnership and all of its partners may elect a safe harbor ("Safe Harbor") under which the fair market value of a

partnership interest that is transferred in connection with the performance of services is treated as being equal to the liquidation value of that interest for transfers on or after the date final regulations are published in the Federal Register if certain conditions are satisfied. In furtherance thereof the Shareholders, intending to be legally bound hereby, (i) authorize and direct the Company to elect the Safe Harbor (if and when proposed Regulations Section 1.83-3(l) or any successor or similar regulatory provision or administrative pronouncement becomes final), and (ii) the Company and each of its Shareholders (including any person to whom Shares in the Company are transferred in connection with the performance of services) agrees to comply with all requirements of the Safe Harbor with respect to all Shares transferred in connection with the performance of services while the election remains effective. If there is not a Safe Harbor when Shares are transferred to a service provider, the Company and each of its Shareholders will treat each Share transferred in connection with the performance of services as having a fair market value equal to the liquidation value (as that term is defined in Notice 2005-43) of that Share.

Schedule III

Managers

Shareholder Appointees

David Martin
Chuck Bagwell
Mauro Levinton
Ken Smith
Carlos Franco
Jim Elsey

Avisé Appointee

Larry Tedesco

Exhibit 8.4(a)

Joinder Agreement

(copy attached)