

**LIMITED LIABILITY COMPANY AGREEMENT
OF
SOPRANO MERGER SUB II, LLC**

This Limited Liability Company Agreement (this “**Agreement**”) of Soprano Merger Sub II, LLC (the “**Company**”) is executed as of February 25, 2025 pursuant to the Delaware Limited Liability Company Act, 6 Del. C. §18-101 *et seq.* (the “**Act**”), by and between the Company and Paulus Holdings Limited, an Irish limited company (the “**Sole Member**”).

1. Formation. The Company has been formed by the filing of a Certificate of Formation on February 25, 2025, pursuant to the Act, as amended (6 Del. C. § 18-101, *et seq.*).

2. Name. The name of the Company is “Soprano Merger Sub II, LLC.” The business of the Company may be conducted under that name, or such other name or names as the Sole Member deems appropriate.

3. Date of Dissolution. The Company has perpetual existence, except as provided in § 18-801 of the Act.

4. Business of the Company. The purpose and business of the Company shall be any business which may lawfully be conducted by a limited liability company formed pursuant to the Act. The business and purposes of the Company shall not be limited to its initial principal business activity and it shall have authority to engage in any other lawful business, purpose or activity permitted by the Act, and it shall possess and may exercise all of the powers and privileges granted by the Act or which may be exercised by any person, together with any powers incidental thereto, so far as such powers or privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

5. Offices. The principal office of the Company is located at 2300 Windy Ridge Pkwy SE STE 850S, Atlanta, GA 30339 or such other place or places as the Sole Member may from time to time designate.

6. Capital; Percentage Interest. The percentage of limited liability company interests held by the Sole Member is set forth on Exhibit A attached hereto and incorporated herein by this reference. The Sole Member may contribute capital to the LLC in such amounts and at such times as the Sole Member may deem appropriate in their sole discretion. The initial capital contribution and any additional capital contribution of the Sole Member shall be set forth in the Company’s books and records.

7. Management by Manager; Officers. Management of the Company shall be vested in a Manager or Managers elected by the Sole Member, who have the authority to exercise all of the powers and privileges granted by the Act or any other law; **provided, however**, that the Manager may designate one or more officers who shall have the authority to bind the Company. The initial Managers of the Company shall be: (i) Larry Renfro and (ii) Ronan Ryan. The initial officers of the Company shall be: (i) Larry Renfro as Chief Executive Officer and President and (ii) Ronan Ryan as Secretary and Treasurer.

The Managers shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by managers of a limited liability company under the laws of the State of Delaware. Notwithstanding any other provisions of this Agreement, the Managers are authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person.

8. Fiscal Year. The Company's taxable year shall be the year required by the Internal Revenue Code of 1986, as amended, or any successor federal revenue law.

9. Distributions. Distributions of cash or other assets of the Company will be made at such times and in such amounts as the Sole Member may determine.

10. No Separate Entity for Tax Purposes. The Company shall not be treated as a separate entity for federal income tax purposes and, to the extent permitted by law, for state and local tax purposes. The Company shall prepare and file all tax returns and other tax statements in a manner consistent herewith.

11. Limitation on Liability. Except as specifically required by the Act, the Sole Member of the Company shall not be obligated personally for any debt, obligation or liability of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Member of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for making the Sole Member responsible for the liabilities of the Company.

12. Exculpation and Indemnification of the Manager and Authorized Persons. The Company shall indemnify and hold harmless the Managers and any other authorized persons acting on behalf of the Managers or the Company, against any and all claims and demands whatsoever to the fullest extent permitted by the Act.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware. In the event of any conflict between any provision of this Agreement and any non-mandatory provision of the Act, the provision of this Agreement shall control.

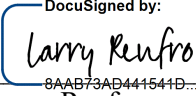
14. Amendment. Any provision of this Agreement may be amended or waived by the written consent of the Sole Member.

[Signature Page Follows]

IN WITNESS WHEREOF, the Sole Member has caused this Agreement to be duly executed as of the day and year first above written.

COMPANY:

Soprano Merger Sub II, LLC

By:  8AAB73AD441541D...
Name: Larry Renfro
Title: President

IN WITNESS WHEREOF, the Sole Member has caused this Agreement to be duly executed as of the day and year first above written.

SOLE MEMBER:

Paulus Holdings Limited

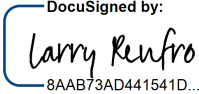
By:  8AAB73AD441541D...
Name: Larry Renfro
Title: Chief Executive Officer

EXHIBIT A

<u>Member Name</u>	<u>Mailing Address</u>	<u>Percentage of LLC Membership Interests</u>
Paulus Holdings Limited	Unit 3, Adelphi House, George's Street Upper Dun Laoghaire, Co. Dublin, A96 NY82, Ireland	100%