
MERIDIAN TOPCO LLC

LIMITED LIABILITY COMPANY AGREEMENT

Dated as of March 28, 2024

This Limited Liability Company Agreement (this “Agreement”) of Meridian TopCo LLC, a Delaware limited liability company (the “Company”), is entered into by the sole member set forth on Schedule A (the “Member”).

The Member hereby acknowledges the formation of the Company as a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-201, *et seq.*) (as the same may be amended from time to time, and any successor thereto, the “Act”) as of March 28, 2024, and hereby agrees as follows:

1. Name. The name of the Company is “Meridian TopCo LLC” or such other name as may be determined from time to time by Member. The Certificate of Formation of the Company was filed in the office of the Secretary of State of the State of Delaware on March 28, 2024.
2. Purpose. The nature of the business or purposes to be conducted or promoted by the Company is to engage in any lawful act or activity for which limited liability companies may be organized under the Act or the laws of any jurisdiction in which the Company may do business. The Company may engage in any and all activities necessary, desirable or incidental to the accomplishment of the foregoing. Notwithstanding anything herein to the contrary, nothing set forth herein shall be construed as authorizing the Company to possess any purpose or power, or to do any act or thing, forbidden by law to a limited liability company organized pursuant to the Act or the laws of any jurisdiction in which the Company may do business.
3. Registered Agent and Office. The registered office of the Company in the State of Delaware is 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle. The name of the Company’s registered agent for service of process at such address is National Registered Agents, Inc. The registered office and/or registered agent of the Company may be changed from time to time at the discretion of the Member.
4. Member; Units. The name and address of, and the number of Units held by, the Member are set forth on Schedule A hereto, as the same may be amended from time to time. For purposes of this Agreement, “Units” shall mean interests in the Company representing the holder’s fractional interest in the income, gains, losses, deductions and expenses of the Company. Units issued shall not be certificated.

5. Management.

- (i) *Generally.* Subject to Sections 5(ii) and (iii), the business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein including all powers, statutory or otherwise under the laws of the State of Delaware.
- (ii) *Delegation; Generally.* The Member may, from time to time, delegate to one or more Officers (as defined below) such authority and duties as the Member may deem advisable.
- (iii) *Officers.* The management of the business and affairs of the Company by the Officers and the exercise of their powers shall be conducted under the supervision of and subject to the approval of the Member.

6. Officers.

- (i) *Designation and Appointment.* The Member may (but need not) from time to time designate and appoint one or more persons as officers of the Company (each, an “Officer”; collectively, the “Officers”). No Officer need be a resident of the State of Delaware. Any Officers so designated shall have such authority and perform such duties as the Member may from time to time delegate to them. The Member may assign titles to particular Officers. Unless the Member otherwise decides, if the title is one commonly used for officers of a business corporation formed, the assignment of such title shall constitute the delegation to such Officer of the authority and duties that are normally associated with that office, subject to any specific delegation of authority and duties made to such Officer by the Member pursuant to the terms hereunder. Each Officer shall hold office until such Officer’s successor shall be duly designated and shall qualify or until such Officer’s death or until such Officer shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the Officers and agents of the Company shall be fixed from time to time by the Member. Sujit Banerjee shall be the initial President, and Henry Wang shall be the initial Secretary, constituting all of the Officers.
- (ii) *Resignation; Removal; Vacancies.* Any Officer (subject to any contract rights available to the Company, if applicable) may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Member. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Any Officer may be removed as such, either with or without cause, by the Member in its discretion at any time; provided, however, that such removal shall be without prejudice to the contract rights, if any, of the individual so removed. Designation of an Officer shall not of

itself create contract rights. Any vacancy occurring in any office of the Company may be filled by the Member and shall remain vacant until so filled.

- (iii) *Limitation of Liability.* Except as otherwise provided herein or in any agreement entered into by such person and the Company, and to the extent permitted by the Act, no present or former Member or Officer of the Company shall be liable to the Company or to the Member or any other Officer. The Member and each Officer shall be entitled to rely upon the advice of legal counsel, independent public accountants and other experts, including financial advisors, and any act of or failure to act by the Member or such Officer, as applicable, in good faith reliance on such advice shall in no event subject the Member or such Officer, as applicable, to liability to the Company or the Member. The Member and each Officer of the Company may manage the business of the Company as permitted hereunder in his, her or its sole discretion.
7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member, (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act or (c) at any time there are no members of the Company, unless the Company is continued in accordance with the Act.
8. Capital Contributions. The Member shall contribute capital to the Company in such amounts and at such times as the Member may deem appropriate in its sole discretion. The Member is not required to make any additional capital contribution to the Company.
9. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.
10. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.
11. Assignments. The Member may assign in whole or in part its limited liability company interest in the Company.
12. Resignation. The Member may not resign from the Company unless a substitute member is simultaneously admitted as a member of the Company.
13. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the consent of the Member, and Schedule A of this Agreement shall be amended at such time to reflect such admission.
14. Liability of Member. The Member shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.
15. Indemnification. The Company shall, to the fullest extent authorized by the Act, indemnify and hold harmless the Member or any Officer or employee of the Company (each, an "Indemnified Person") from and against any and all claims and demands arising by reason of the fact that such person is, or was, a Member, an Officer or an employee of

the Company. Except as otherwise determined by the Member in the specific circumstance, expenses, including attorneys' fees and expenses, incurred by any such Indemnified Person in defending a proceeding shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking, in form and substance reasonably acceptable to the Member, by or on behalf of such Indemnified Person to repay such amount if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company. In the event that any Indemnified Person is entitled to indemnification under this Section 15 for which such person is also entitled to indemnification from Beecken Petty O'Keefe & Company, LLC or any of its affiliates, as the case may (any of the foregoing, an "BPOC Indemnitor"), the Company hereby agrees that its duties to indemnify such Indemnified Person, whether pursuant to this Agreement or otherwise, shall be primary to those of the applicable BPOC Indemnitor(s), and to the extent any BPOC Indemnitor actually indemnifies any such Indemnified Person, such BPOC Indemnitor shall be subrogated to the rights of such Indemnified Person against the Company for indemnification hereunder. The Company hereby acknowledges the subrogation rights of the BPOC Indemnitors under such circumstances and agrees to execute and deliver such further documents and/or instruments as any of them may reasonably request in order to evidence any such subrogation rights, whether before or after any of them makes any such indemnification payment. The Company shall pay any amounts due under this Section 15, in cash, promptly following written demand from the applicable BPOC Indemnitor. The Company hereby waives any right against the BPOC Indemnitors to indemnification, subrogation or contribution. Furthermore, the Company expressly agrees that each BPOC Indemnitor is an intended third party beneficiary as to the indemnification provisions of this Agreement and shall be entitled to bring suit against the Company to enforce said provisions.

16. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.
17. Amendments. This Agreement may be amended only by a written instrument executed by the Member.
18. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Member with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such matters.

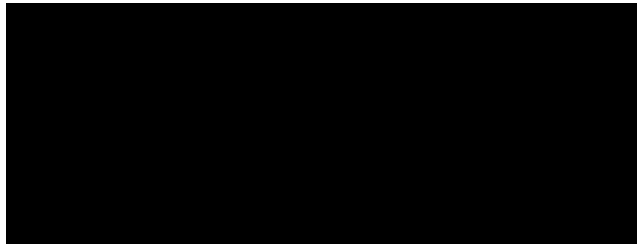
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IN WITNESS WHEREOF, the undersigned has caused this Limited Liability Company Agreement to be signed as of the date first written above.

K5 PRIVATE INVESTORS, L.P.

By: K5 Capital Advisors, L.P.
Its: General Partner

By: K1 Investment Management, LLC
Its: General Partner



SCHEDULE A

Name and Address

Number of Units

K5 Private Investors, L.P.
875 Manhattan Beach Blvd
Manhattan Beach, CA 90266

1,000