

EXHIBIT 1

Execution Version

**AMENDED AND RESTATED
LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF
FORUM CAPITAL MANAGEMENT, LLC**

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY OPERATING AGREEMENT of Forum Capital Management, LLC, a Delaware limited liability company (the “Company”), dated as of July 31, 2017, is by and among the individuals set forth on Schedule A attached hereto (each a “Member” and, collectively, the “Members”).

WHEREAS, the Company was formed on behalf of the Members on November 17, 2016 by the filing of the Certificate (as defined below) with the Secretary of State of Delaware pursuant to the terms of the Act (as defined below);

WHEREAS, the Members entered into the Company’s initial Limited Liability Company Operating Agreement, dated as of November 17, 2016 (the “Initial Agreement”); and

WHEREAS, the Members now desire to amend and restate the Initial Agreement and to enter into this Agreement in order to govern the business and affairs of the Company;

NOW, THEREFORE, in consideration of the premises set forth above, which are incorporated as part of this Agreement as if set forth below, and the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**ARTICLE I
DEFINITIONS**

In addition to the capitalized terms defined elsewhere in this Agreement, the following capitalized terms used in this Agreement have the respective meanings ascribed to them in this Article I.

“Act” means the Delaware Limited Liability Company Act, 6 Del. Code § 18-101 et seq. as in effect on the date hereof and as from time to time amended and in effect.

“Action” means any claim, demand, charge, action, suit, litigation, audit, complaint, stipulation, assessment or arbitration, or any inquiry, hearing, proceeding or investigation, by or before any court or other governmental authority.

“Affiliate” means, with respect to any specified Person or entity, any Person or entity that directly or indirectly controls, is controlled by, or is under common control with such specified Person and, with respect to a specified Person that is an individual, such Person’s Immediate Family Members. For purposes of this definition, “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise; *provided, however*, that the Company and its Subsidiaries, including the Sponsor and FMC, do not constitute portfolio companies of the Members or Managers or any of its respective Affiliates for purposes of this Agreement.

“Agreement” means this Amended and Restated Limited Liability Company Operating Agreement as it may be amended, supplemented, or restated from time to time.

“Business Combination” means FMC’s initial business combination as described in its IPO prospectus, as it may be amended.

“Business Day” means any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of New York or is a day on which commercial banking institutions located in the State of New York are authorized or required by law or other governmental action to close.

“Capital Account” means a separate account maintained for each Member and adjusted in accordance with Treasury Regulations under Section 704 of the Code.

“Capital Contribution” means any contribution by a Member to the capital of the Company.

“Carrying Value” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes; provided, however, that (i) the initial Carrying Value of any asset contributed to the Company shall be adjusted to equal its gross fair market value (determined by the Managers) at the time of its contribution and (ii) the Carrying Values of all assets held by the Company shall be adjusted to equal their respective gross fair market values (taking Code Section 7701(g) into account) upon an election by the Company to revalue its property in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(f). The Carrying Value of any asset whose Carrying Value was adjusted pursuant to the preceding sentence thereafter shall be adjusted in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

“Certificate” means the Certificate of Formation creating the Company, filed with the Office of the Secretary of State of the State of Delaware on November 17, 2016, as it may, from time to time, be amended or amended and restated in accordance with the Act.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Fiscal Year” shall mean the year ending on December 31.

“FMC” means Forum Merger Corporation, a Delaware corporation and special purpose acquisition company (or any successor entity).

“Founder Shares” means (i) the shares of Class F common stock of FMC, par value \$0.0001 per share, purchased by the Sponsor on or prior to the date hereof, (ii) any additional shares of Class F common stock of FMC, par value \$0.0001 per share, that may be purchased by the Sponsor after the date hereof which all Managers agree in writing are to be included as “Founder Shares” hereunder, and (iii) any successor equity securities issued in conversion of or exchange for such shares described in clauses (i) and (ii).

“Immediate Family Member” means with respect to any Member, his or her spouse, children, grandchildren, parents, siblings, any lineal descendant of the specified Person or any

trust or other entity created for the benefit of any of the foregoing Persons or otherwise directly or indirectly owned by the foregoing Persons.

“Indebtedness” of any specified Person means: (i) any liability of any such Person (A) for borrowed money (including the current portion thereof), (B) under any reimbursement obligation relating to a letter of credit, bankers’ acceptance or note purchase facility, (C) evidenced by a bond, note, debenture or similar instrument (including a purchase money obligation), (D) for the payment of money relating to leases that are required to be classified as capitalized lease obligations in accordance with U.S. generally accepted accounting principles, (E) for all or any part of the deferred purchase price of property or services (other than trade payables), or (F) under interest rate swap, hedging or similar agreements, and (ii) any liability of others described in the preceding clause (i) that such Person has guaranteed, that is recourse to such Person or any of its assets or that is otherwise its legal liability or that is secured in whole or in part by the assets of such Person.

“IPO” means the initial public offering of FMC’s securities as a special purpose acquisition company.

“Lien” means any mortgage, deed of trust, collateral assignment, security interest, lien, pledge, hypothecation or other encumbrance, but excluding (i) Liens for taxes or assessments and similar governmental charges or levies, which either are not delinquent or being contested in good faith and by appropriate proceedings (and adequate reserves have been established with respect thereto), (ii) Liens imposed by applicable law, such as carrier’s, warehousemen’s and mechanic’s liens and other similar liens, which arise in the ordinary course of business with respect to obligations not yet due, (iii) Liens imposed by applicable securities laws, and (iv) Liens in the nature of easements, rights-of-way, restrictions and other similar charges or encumbrances that do not interfere with the value or use of the applicable property.

“Liquidator” means any Manager liquidating the assets of the Company pursuant to ARTICLE XI.

“Lockup Period” means such period(s) of time that the Founder Shares are subject to the following escrow restrictions. With respect to 50% of the Founder Shares, such shares shall be escrowed for a period ending on the earlier of (i) the one-year anniversary of the closing of the Business Combination and (ii) the date on which the closing price of FMC’s common stock exceeds \$12.50 for any 20 trading day period within a 30 trading day period following the closing of the Business Combination. With respect to the remaining 50% of the Founder’s Shares, such shares shall be escrowed for a period ending on the one-year anniversary of the closing of the Business Combination.

“Majority of the Managers” means the affirmative vote of a majority of the Managers then serving, excluding for such purposes any Manager that is directly affected by such matter (except as otherwise expressly set forth in this Agreement).

“Member” means the Persons set forth on Schedule A and any Person or entity who becomes an additional or substitute Member as permitted by this Agreement, in such Person’s or

entity's capacity as a Member of the Company. "Members" shall refer collectively to all such Persons or entities in their capacities as Members.

"Membership Interest" means any interest of a Member in the Company, including the rights, if any, to receive distributions, whether in cash or in kind, and which has the corresponding percentage indicated with respect to such Member as set forth on Schedule A hereto. In the event that any portion (but not all) of a Membership Interest is Transferred in accordance with this Agreement, such Transfer shall include a proportionate portion of such Member's then percentage.

"Net Profits" and "Net Losses" mean the taxable income or loss, as the case may be, for a period as determined in accordance with Code Section 703(a) computed with the following adjustments:

(i) Items of gain, loss, and deduction shall be computed based upon the Carrying Values of the Company's assets (in accordance with Treasury Regulation Sections 1.704(b)(2)(iv)(g) and/or 1.704-3(d)) rather than upon the assets' adjusted bases for federal income tax purposes;

(ii) Any tax-exempt income received by the Company shall be included as an item of gross income;

(iii) The amount of any adjustments to the Carrying Values of any assets of the Company pursuant to Code Section 743 shall not be taken into account except to the extent provided in Treasury Regulation Section 1.704-1(b)(2)(iv)(m);

(iv) Any expenditure of the Company described in Code Section 705(a)(2)(B) (including any expenditures treated as being described in Code Section 705(a)(2)(B) pursuant to Treasury Regulations under Code Section 704(b)) shall be treated as a deductible expense;

(v) The amount of items of income, gain, loss or deduction specially allocated to any Member pursuant to Section 5.02 shall not be included in the computation;

(vi) The amount of any unrealized gain or unrealized loss attributable to an asset at the time it is distributed in-kind to a Member shall be included in the computation as an item of income or loss, respectively; and

(vii) The amount of any unrealized gain or unrealized loss with respect to the assets of the Company that is reflected in an adjustment to the Carrying Values of the Company's assets pursuant to clause (ii) of the definition of "Carrying Value" shall be included in the computation as items of income or loss, respectively.

"Order" means any order, decree, ruling, judgment, injunction, writ, determination, binding decision, verdict, judicial award or other action that is or has been made, entered, rendered, or otherwise put into effect by or under the authority of any court or other governmental authority.

"Person" means any individual, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company

(including any limited liability company or joint stock company), firm or other enterprise, association, organization, entity or governmental entity.

“Private Placement Units” shall have the meaning set forth in the Sponsor’s operating agreement, as it may be amended.

“Representative” means, with respect to any Person, each of such Person’s Affiliates and each of such Person’s and its Affiliates’ respective directors (or members of equivalent governing body), officers, employees, equity holders, attorneys, accountants, advisors, agents and other representatives.

“Securities Act” means the Securities Act of 1933, as amended.

“Sponsor” means Forum Investors I, LLC a Delaware limited liability company, and the sponsor entity for FMC.

“Subsidiary” means, with respect to a Person, any corporation, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (irrespective of whether, at the time, stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a partnership, association or other business entity, a majority of either (A) the partnership or other similar ownership interest thereof or (B) the stock or equity interest of such partnership, association or other business entity’s general partner, board of managers or other similar controlling Person, is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of that Person or a combination thereof. Unless otherwise specified, any reference in this Agreement to a Subsidiary will mean to a Subsidiary of the Company. For purposes of this definition, each of FMC and Sponsor will be a Subsidiary of the Company.

“Transfer” and any grammatical variation thereof, as to any Membership Interest, shall refer to any sale, exchange, issuance, redemption, assignment, distribution, encumbrance, hypothecation, gift, pledge, retirement, resignation, transfer or other withdrawal, disposition or alienation in any way (whether voluntarily, involuntarily or by operation of law) thereof.

ARTICLE II

GENERAL PROVISIONS

2.01 Name of the Limited Liability Company. The name of the Company is Forum Capital Management, LLC. The name of the Company may be changed at any time or from time to time by the Managers.

2.02 Registered Agent for Service of Process; Registered Office. The name of the resident agent for service of process for the Company and the address of the registered office of the Company in the State of Delaware shall be as set forth in the Certificate. The Managers may establish places of business of the Company within and without the State of Delaware, as and

when required by the Company's business and in furtherance of its purposes set forth in Section 2.04 hereof, and may appoint (or cause the appointment of) agents for service of process in all jurisdictions in which the Company shall conduct business. The Managers may change from time to time the resident agent for service of process, or the location of the Company's registered office in Delaware.

2.03 Certain Filings; Organization. The Managers are each hereby designated as an "authorized person" within the meaning of the Act. The Managers shall cause to be filed such certificates and documents as may be necessary or appropriate to comply with the Act and any other applicable requirements for the formation, continuation and operation of a limited liability company in accordance with the laws of the State of Delaware and any other jurisdictions in which the Company may conduct business, and shall continue to do so for so long as the Company conducts business therein.

2.04 Purposes; Powers. The Company may (i) directly or indirectly own interests in, manage and operate Sponsor (as contemplated by the Sponsor's operating agreement, as amended), which will act as the sponsor of FMC (the "Initial Purpose"), and (ii) engage in any other business or activity in which a limited liability company organized under the laws of the State of Delaware may lawfully engage, and shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act (including the borrowing of money and the issuance of guarantees of indebtedness of other Persons).

2.05 Members.

(a) The name, Capital Contribution and Membership Interests of each Member of the Company are set forth on Schedule A hereto.

(b) Additional Members may only be admitted to the Company in accordance with Section 10.03.

(c) Except as expressly set forth in this Agreement, no Member shall have the right to vote, under the Act or otherwise, on any matter regarding the conduct or management of the business of the Company.

2.06 Designation of Manager. Each of the Persons designated as such on Schedule A hereto is hereby designated as a "Manager" of the Company. A Manager may withdraw or be removed as a Manager of the Company only in the manner specified in Section 10.02.

2.07 Manager as Member. A Manager may hold a pecuniary interest in the Company as a Member.

2.08 Liability of Member and Manager. Except as otherwise expressly provided by non-waivable provisions of the Act or other applicable law, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and neither the Members or the Managers shall be obligated personally for any such debt, obligation or liability of the Company by reason of being a Member or Manager of the Company. Without limiting the foregoing, (i) no Member, in his, her or its capacity as a Member, shall have any liability to restore any negative balance in his, her or its

Capital Account, (ii) the failure of the Company to observe any formalities or requirements relating to exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or Managers for the debts, obligations or liabilities of the Company and (iii) under applicable law, the Members may, under certain circumstances, be liable to the Company to the extent of previous distributions made to them in the event that the Company does not have sufficient assets to discharge its liabilities.

2.09 No Partnership. The Company is not intended to be a general partnership, limited partnership or joint venture, and no Member shall be considered to be a partner or joint venturer of any other Member, for any purposes other than income tax purposes, and this Agreement shall not be construed to suggest otherwise.

2.10 Title to Company Property. All property owned by the Company, whether real or personal, tangible or intangible, shall be deemed to be owned by the Company as an entity, and no Member, individually, shall have any ownership of such property. The Company may hold any of its assets in its own name or in the name of its nominee, which nominee may be one or more trusts. Any property held by a nominee trust for the benefit of the Company shall, for purposes of this Agreement, be treated as if such property were directly owned by the Company.

2.11 Nature of Member's Interest. The interests of all of the Members in the Company are personal property and shall not, under any circumstances, be considered real property.

ARTICLE III CAPITAL CONTRIBUTIONS

3.01 Capital Contributions; Loans. On or prior to the date of this Agreement, each Member has contributed the Capital Contributions to the capital of the Company as set forth in Schedule A. Other than such Capital Contributions, the Members shall not have any obligation to make any other Capital Contributions to the Company and any other Capital Contributions to the Company shall be made by the Members on a voluntary basis. No Member shall be obligated to make any loan to the Company. In the event that any Member does make additional Capital Contributions to the Company in accordance with the terms of this Agreement, then Schedule A shall be amended to reflect such additional Capital Contributions.

3.02 No Interest on Capital Contributions. No interest shall accrue on any Capital Contribution to the Company, and no Member shall have the right to withdraw or to be repaid any Capital Contribution made by him, her or it or to receive any other payment in respect of his, her or its Membership Interests in the Company, including, without limitation, as a result of the withdrawal or resignation of such Member from the Company (including any payment contemplated by Section 18-604 of the Act, and this Section 3.02 shall expressly constitute "provision otherwise" for the purposes of Section 18-604 of the Act), except as specifically provided in this Agreement.

ARTICLE IV DISTRIBUTIONS

4.01 Distributions. Except as otherwise provided in this Agreement (including Sections 4.02 and 11.02), distributable assets of the Company shall be distributed to the Members at such

times prior to the dissolution and liquidation of the Company as shall be determined by the Managers. Any such distributions (including a distribution in kind of any Founder Shares held by the Company at such time) shall be made pro rata to each Member in accordance with his or its Membership Interest. Notwithstanding the foregoing, upon a distribution of the Founder Shares, 7,828 of the Founder Shares otherwise allocable to each of David Boris and Marshall Kiev (and/or their respective Affiliate receiving Founder Shares at such time) pursuant to the foregoing sentence (or other proceeds attributable thereto or securities into which such number of Founder Shares have been exchanged or otherwise converted) shall instead be reallocated to Stephen Vogel and/or his Affiliates, such that he or such Affiliates shall receive the 15,656 Founder Shares (or other proceeds attributable thereto or securities into which such number of Founder Shares have been exchanged or otherwise converted) so reallocated.

The Company shall distribute any Founder Shares received by it from Sponsor (or any successor to or Affiliate thereof) no later than 10 days following the receipt by the Company thereof, in each case subject to the terms of the applicable Lockup Period and provided that the Members execute any required documentation including a lockup agreement.

4.02 Withholding and Other Taxes. If the Managers determine in good faith that there is a material possibility that the Company may be obligated to pay (or collect and pay over) the amount of any tax with respect to any Member's share of any income or distributions from the Company, then at the Managers' election, (i) the Company shall pay (or collect and pay over) the amount of such tax to the appropriate taxing authority or (ii) if there is no adequate source of cash at the Company level to pay any such tax (determined in good faith by the Managers), then the Managers may require any such Member to pay an amount equal to such taxes to the Company on or prior to the date any such taxes are due. Any amounts so paid pursuant to the foregoing clause (i) shall be treated as having been distributed to the relevant Member(s) in respect of which such tax is due and shall reduce future distributions by such amount to such Member(s) accordingly.

4.03 Distribution of Assets in Kind. Prior to dissolution of the Company, if any assets of the Company are distributed in kind, such assets shall be distributed on the basis of their fair market value on the date of distribution as determined by the Managers. Any Member entitled to any interest in such assets shall, unless otherwise determined by the Managers, receive separate assets of the Company and not an interest as a tenant-in-common or other undivided interest with other Members so entitled in any asset being distributed, notwithstanding anything to the contrary in Section 18-605 of the Act. Each Member acknowledges that any securities of FMC it receives may be subject to the Lockup Period.

4.04 Limitations on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make any distribution to a Member if such distribution would violate Section 18-607 or Section 18-804 of the Act.

ARTICLE V ALLOCATION OF NET PROFITS AND NET LOSSES

5.01 Basic Allocations. Except as provided in Section 5.02 below (which shall be applied first), Net Profits and Net Losses of the Company for any relevant period shall be allocated among the Members in such a manner as to cause the Capital Account balances of each

Member to equal as nearly as possible the amounts distributed or distributable to each Member pursuant to Section 4.01.

5.02 Regulatory Allocations. Notwithstanding the provisions of Section 5.01 above, any allocation required to be made under Treasury Regulation Section 1.704 (including, but not limited to, allocations relating to “minimum gain chargeback”, “nonrecourse deductions”, “qualified income offset”) and Code Section 704(c) shall be made prior to the allocation set forth in Section 5.01.

5.03 Timing of Allocations. Allocations of Net Profits, Net Losses and other items of income, gain, loss and deduction pursuant to this Article V shall be made for each Fiscal Year of the Company as of the end of such Fiscal Year; provided, however, that if the Carrying Value of the assets of the Company are adjusted in accordance with clause (ii) of the definition of “Carrying Value,” the date of such adjustment shall be considered to be the end of a fiscal year for purposes of computing and allocating such Net Profits, Net Losses and other items of income, gain, loss and deduction.

ARTICLE VI MANAGEMENT

6.01 Management of the Company.

(a) Subject to the provisions of this Agreement and the Act, the management and control of the business and affairs of the Company shall be vested in the Managers who shall be deemed to be and shall have all of the rights, powers, duties and responsibilities of a “manager” within the meaning of the Act. Except as otherwise specifically provided herein, the Managers shall have full, exclusive and complete discretion to manage the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company and to take such actions as the Managers deem necessary or appropriate to accomplish the purpose of the Company as set forth herein.

(b) All management and other responsibilities not specifically reserved to the Members in this Agreement shall be vested in the Managers, and the Members shall have no voting rights hereunder or under the Act except as specifically provided in this Agreement. Except as may be expressly provided otherwise elsewhere in this Agreement, no Member (other than a Member who is also a Manager) shall have any right, power or authority to act for or on behalf of the Company, to do any act that would be binding on the Company, or to incur any expenditures on behalf of the Company. Each Member agrees to defend, indemnify and hold harmless the Company, the Managers and the other Members and their respective officers, directors, stockholders, employees, general and limited partners, member, managers, trustees, agents and Affiliates against any claim, loss, damage, liability, cost or expense of any nature, arising out of, or resulting or relating to, any action taken by such Member in violation of the provisions of this Section 6.01(b). Decisions or actions taken by the Managers in accordance with this Agreement shall constitute decisions or actions of the Company and shall be binding on each Member, and officer and employee, if any, of the Company.

(c) Specifically, but not by way of limitation, but subject to all other provisions of this Agreement, including Section 6.02, the Managers shall be authorized in the name of and on behalf of the Company to do all things necessary or appropriate, to carry on the business and purposes of the Company, including, pay any and all fees and to make any and all expenditures which the Managers deem necessary or appropriate in connection with the formation of the Company, general and administrative expenses of the Company, the management of the affairs of the Company, and the carrying out of their obligations and responsibilities under this Agreement or any other agreement to which the Company is a party, including, without limitation, fees, reimbursements and expenditures payable to any Member or Manager or their respective Affiliates.

6.02 Actions By the Managers.

(a) Except as otherwise provided by this Section 6.02, each Manager shall be authorized to take lawful actions on behalf of the Company (and its Subsidiaries through the Company) in the ordinary course of business of the Company and its Subsidiaries to manage the ordinary course day-to-day management of the Company (and its Subsidiaries through the Company).

(b) Notwithstanding anything to the contrary herein, the Company will not take or agree or otherwise commit to take, nor cause or authorize any of its Subsidiaries to take or agree or otherwise commit to take, any of the following actions without the affirmative vote at a meeting or prior written consent of at least a Majority of the Managers:

(i) make any expenditures or incur any expenses, liabilities or obligations in excess of \$500;

(ii) hire or terminate, or pay compensation to (or amend any existing compensation terms with respect to), any employees, independent contractors, consultants or other service providers of the Company or its Subsidiaries;

(iii) cause the Sponsor to vote its shares to approve the adoption of an equity incentive plan for FMC or to approve any equity incentive grants by FMC to any senior executive or entity involved with the management of FMC (to the extent the Sponsor is required to approve any such grants);

(iv) engage, or terminate the engagement of, any investment bankers, underwriters, lawyers, accountants or other professional service providers for the Company or its Subsidiaries;

(v) terminate, replace or appoint a new independent auditor for the Company and its Subsidiaries;

(vi) offer or issue additional equity securities of FMC or any of its Subsidiaries (or any options, warrants or other rights to acquire, or securities convertible into such equity securities) in connection with a Business Combination;

(vii) redeem, repurchase or otherwise acquire any equity securities of FMC or any of its Subsidiaries (or any options, warrants or other rights to acquire, or securities convertible into such equity securities) in connection with a Business Combination;

(viii) adopt or amend any business plans or budgets for the Company or its Subsidiaries;

(ix) enter into or consummate the Business Combination;

(x) permit or cause the Company or any of its Subsidiaries to consolidate or merge with or into any Person or enter into any other similar business combination transaction;

(xi) sell, assign, exclusively license or otherwise dispose of or transfer, in one transaction or a combination or series of related transactions, (A) all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, or (B) a majority of the equity interests of any Subsidiary of the Company;

(xii) making any public announcements or issuing any press releases on behalf of the Company or its Subsidiaries;

(xiii) incur, create, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to any Indebtedness of the Company or its Subsidiaries;

(xiv) waive any rights of the Company or its Subsidiaries under any Indebtedness of third parties owed to the Company or its Subsidiaries;

(xv) subject any material asset or property of the Company or its Subsidiaries to any Liens;

(xvi) purchase, acquire, exclusively license or otherwise obtain any business or assets (outside of the ordinary course of business) of another Person, or any equity interests or other proprietary interest, directly or indirectly, in any other entity;

(xvii) entering into, terminating, materially amending, or waive or assign any material right under, any material contract of the Company or its Subsidiaries; or

(xviii) taking any action, the approval of which, would normally require the approval of a board of directors of a Delaware corporation under the Delaware General Corporation Law and other applicable Delaware law;

(xix) appoint, remove or replace any Person as an independent director of FMC or a Subsidiary of FMC (other than a Manager also serving in such role, to the extent applicable, which shall be governed by Section 6.02(c)(iii));

(xx) incur any investment banking, broker or finders' fees;

(xxi) create any new Subsidiary;

(xxii) purchase, lease or otherwise acquire or becoming liable for any interests in real property;

(xxiii) commence or settle any Action; or

(xxiv) take any other action or enter into any other transaction that is outside of the ordinary course of business and not otherwise described in Section 6.02(c).

(c) Notwithstanding anything to the contrary herein, the Company will not take or agree or otherwise commit to take, nor cause or permit any of its Subsidiaries to take or agree or otherwise commit to take, any of the following actions without the unanimous affirmative vote at a meeting or prior written consent of all of the Managers:

(i) pay any compensation to any Members, Managers or their respective Affiliates or Immediate Family Members;

(ii) forfeit any Founder Shares or any indirect interest in them (such indirect interest to include any membership interest in the Sponsor);

(iii) appoint, remove or replace any Person as a director of FMC or a Subsidiary of FMC other than an independent director that is not also a Manager;

(iv) amend, or waive any rights of the Company under, the Certificate or this Agreement;

(v) change the business of the Company from the Initial Purpose or any subsequent business of the Company, including entering into any new line of business or exiting any line of business;

(vi) enter into or be a party to any transactions or agreements (including employment, consulting or similar agreements) with, or terminate, not renew or amend, modify or waive the terms of any existing arrangement with, any Member or Manager or any of their respective Affiliates (except for transactions made in the ordinary course of business pursuant to the reasonable requirements of the business of the Company and its Subsidiaries which are upon fair and reasonable terms that are approved by a Majority of the Managers);

(vii) enter into or commit to enter into or make any investment in any other Person or establish any non-wholly-owned Subsidiary or form any joint venture or partnership outside of the ordinary course of business;

(viii) hire, appoint terminate or remove any executive officers (or equivalent persons) of the Company or its Subsidiaries or amend the compensation terms or agreements of such persons;

(ix) adopt, implement, amend, modify or terminate any equity incentive compensation plan of the Company or any of its Subsidiaries, including increasing the number of awards available for grants or issuances thereunder;

(x) voluntarily liquidate, dissolve, wind up or terminate the affairs of the Company or any of its Subsidiaries;

(xi) institute proceedings to adjudicate the Company or any of its Subsidiaries as bankrupt, or consent to the filing of a bankruptcy proceeding against the Company or any of its Subsidiaries, or file a petition or answer or consent seeking reorganization of the Company or any of its Subsidiaries under the United States Bankruptcy Code or any other similar applicable federal, state or foreign Law, or consent to the filing of any such petition against the Company or any of its Subsidiaries, or consent to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of the Company or any of its Subsidiaries, or make an assignment for the benefit of creditors of the Company or any of its Subsidiaries or admit in writing the inability of the Company or any of its Subsidiaries to pay its debts generally as they become due;

(xii) offer or issue additional Membership Interests or other equity securities of the Company or any of its Subsidiaries (or any options, warrants or other rights to acquire, or securities convertible into Membership Interests or other equity securities of the Company or any of its Subsidiaries, or any equity appreciation rights, phantom equity or profit sharing rights with respect to the Company or its Subsidiaries), or admit additional Members to the Company, excluding any issuances by FMC or its Subsidiaries in connection with the Business Combination, which shall instead require the consent of a Majority of the Managers under Section 6.02(b)(vi); or

(xiii) redeem, repurchase or otherwise acquire any outstanding Membership Interests or other equity securities of the Company or any of its Subsidiaries (or any options, warrants or other rights to acquire, or securities convertible into Membership Interests or other equity securities of the Company or any of its Subsidiaries, or any equity appreciation rights, phantom equity or profit sharing rights with respect to the Company or its Subsidiaries), other than as otherwise required pursuant to this Agreement or the agreements under which they were issued by the Company or its Subsidiary, and excluding any acquisitions by FMC or its Subsidiaries in connection with the Business Combination, which shall instead require the consent of a Majority of the Managers under Section 6.02(b)(vii).

(d) For the avoidance of doubt, and notwithstanding anything to the contrary contained in this Agreement, (i) nothing in this Section 6.02 will give any Manager or Member the right or obligation to take any action as a director, officer or employee of FMC or its Subsidiaries, and (ii) to the extent that any Manager or Member serves as a director, officer or employee of FMC or its Subsidiaries, this Section 6.02 will not govern their actions in such capacities, and nothing herein will be deemed to prevent them from fulfilling their fiduciary duties on behalf of FMC or its Subsidiaries.

6.03 Efforts. Except as otherwise approved by all Managers, until the Business Combination is consummated, each Manager shall devote substantially all of his or her full business time to the Company and its Subsidiaries; provided, that the foregoing will not prohibit any Manager from spending time in connection with passive personal investments or providing services to nonprofit or civic associations, so long as none of the foregoing impairs such Manager's ability to perform his, her or its obligations on behalf of the Company and its Subsidiaries.

6.04 Compensation of Manager and Members. No payment shall be made by the Company to a Manager or Member for such Manager's or Member's services as a Manager or Member, as the case may be, except as may otherwise be specifically provided in this Agreement. In addition, no Manager nor any of its Affiliates shall receive from FMC any financial, advisory or similar fees or any compensation of any kind in connection with the Business Combination or any financing conducted in connection therewith; provided however, that a Manager and/or its Affiliates may receive compensation under an employment agreement, consulting agreement, services agreement or other agreement with FMC and/or any Affiliate of FMC to provide ongoing services to FMC and/or such Affiliate for any period beginning on or after the date of the Business Combination. Each Manager shall be entitled to reimbursement from the Company for all out of pocket expenses incurred by him, her or it in managing and conducting the business and affairs of the Company, to the extent approved in accordance with the requirements of Section 6.02. Notwithstanding the foregoing, any independent Manager appointed in accordance with Section 10.02(b) shall be permitted to receive reasonable compensation as determined by all other Managers then serving.

ARTICLE VII COVENANTS

7.01 Confidentiality.

(a) Each Member and Manager agrees that the information relating to the business and operations of the Company and/or its Subsidiaries, including, without limitation, reports, financial information, trade secrets, research information, finances and financial projections, current or future business plans and models and other business or operational information (the "Company Confidential Information"), regardless of whether such information is designated as "confidential information" at the time of its disclosure, is confidential and proprietary. Each Member and Manager agrees not to (a) use the Company Confidential Information except in overseeing or managing their investment in the Company or to the extent on behalf of the Company or its Subsidiaries in furtherance of their authorized duties on behalf of the Company or its Subsidiaries (the "Approved Purpose") or (b) disclose the Company Confidential Information, except (i) to its Representatives having a "need-to-know" such Company Confidential Information in connection with the Approved Purpose, and who have undertaken an obligation (pursuant to a services agreement or otherwise) or agreed to maintain the confidentiality of the Company Confidential Information or (ii) to the extent such Company Confidential Information is otherwise publicly available without any violation of this Section 7.01(a) by such Member or Manager or any of their Representatives. Each Member and Manager agrees to take all steps reasonably necessary to protect the secrecy of the Company Confidential Information, and to prevent the Company Confidential Information from falling into the public domain or into

the possession of unauthorized Persons. In the event that a Member or Manager or its Representatives becomes legally compelled to disclose any Company Confidential Information, such Member or Manager will provide the Company with prompt written notice of such requirement so that the Company may seek a protective order or other remedy or waive compliance with this Section 7.01(a), and such Member or Manager will, and will cause its Representatives to, reasonably cooperate with any efforts by the Company to seek a protective order or other remedy. In the event that such protective order or other remedy is not obtained, or the Company waives compliance with this Section 7.01(a), the Member or Manager or its Representatives may, without violating this Section 7.01(a), provide such Company Confidential Information so long as they furnish only that portion of such Company Confidential Information which is legally required to be provided as advised in writing by outside counsel and use their commercially reasonable efforts to obtain assurances that confidential treatment will be accorded such Company Confidential Information.

(b) The Company and each Member and Manager may, in connection with the business of the Company and its Subsidiaries, receive certain confidential or proprietary information of a Member or Manager or their Affiliates or Immediately Family Members, including financial condition, tax information and contact lists (“Member/Manager Confidential Information”), regardless of whether such information is designated as “confidential information” at the time of its disclosure, which information shall remain the confidential and proprietary information of the disclosing Member or Manager (the “Disclosing Person”). The Company and each other Member and Manager agree not to (a) use the Member/Manager Confidential Information of another Member or Manager except to the extent reasonably necessary or appropriate in furtherance of the business of the Company and its Subsidiaries and their authorized duties on behalf of the Company or its Subsidiaries or (b) disclose the Member/Manager Confidential Information of another Member or Manager except (i) to its Representatives having a “need-to-know” such Member/Manager Confidential Information to the extent reasonably necessary or appropriate in furtherance of the business of the Company and its Subsidiaries and their authorized duties on behalf of the Company or its Subsidiaries, and who have undertaken an obligation (pursuant to a services agreement or otherwise) or agreed to maintain the confidentiality of the Member/Manager Confidential Information or (ii) to the extent such Member/Manager Confidential Information is otherwise publicly available without any violation of this Section 7.01(b) by the Company or such Member or Manager or any of their Representatives. The Company and each Member and Manager agrees to take all steps reasonably necessary to protect the secrecy of the Member/Manager Confidential Information of another Member or Manager, and to prevent the Member/Manager Confidential Information of another Member or Manager from falling into the public domain or into the possession of unauthorized Persons. In the event that the Company or a Member or Manager or its Representatives becomes legally compelled to disclose any Member/Manager Confidential Information of another Member or Manager, the Company or such Member or Manager, as applicable, will provide the Disclosing Person with prompt written notice of such requirement so that such Disclosing Person may seek a protective order or other remedy or waive compliance with this Section 7.01(b), and the Company or such Member or Manager, as applicable, will, and will cause its Representatives to, reasonably cooperate with any efforts by the Disclosing Person to seek a protective order or other remedy. In the event that such protective order or other remedy is not obtained, or the Disclosing Person waives compliance with this Section 7.01(b), the Company or such Member or Manager or its Representatives, as applicable, may, without violating this Section 7.01(b), provide such Member/Manager

Confidential Information so long as they furnish only that portion of such Member/Manager Confidential Information which is legally required to be provided as advised in writing by outside counsel and use their commercially reasonable efforts to obtain assurances that confidential treatment will be accorded such Member/Manager Confidential Information.

7.02 Business Opportunities; Limitation on Other Activities.

(a) During the period from the date hereof until the earlier of the dissolution and liquidation of FMC or the closing of the Business Combination, each Member and Manager must present any business opportunities that become available to such Member or Manager or its Affiliate that could reasonably be considered appropriate for FMC for the Business Combination, and such Member or Manager or Affiliate thereof may only pursue such business opportunity other than on behalf of the Company and its Subsidiaries (including on behalf of any other Person) if approved by a Majority of the Managers (except that if any of Manager other than the presenting Manager is also participating in such opportunity, such approval shall be the unanimous approval of the Managers). The foregoing will not limit any fiduciary duties that a Member or Manager, or Affiliate thereof, may have to FMC or its Subsidiaries as a director, officer or employee of FMC or its Subsidiaries, and in the event of any conflict between such fiduciary duties to FMC or its Subsidiaries and this Section 7.02(a), compliance by such Member or Manager or Affiliate with such fiduciary duties to FMC or its Subsidiaries will prevail, and such Member or Manager or Affiliate shall not be deemed to have violated this Section 7.02(a) as a result of complying with such fiduciary duties.

(b) Without limiting Section 6.03, except as otherwise approved by all Managers, other than FMC and its Subsidiaries, no Manager or Member may, directly or indirectly, (i) perform any services on behalf of any other special purpose acquisition company, other than Pacific Special Acquisition Corp. or related entities or (ii) invest in any other special purpose acquisition company or public shell company other than as a passive investor.

7.03 Non-Solicitation of Contacts. Notwithstanding Section 7.02, each Manager and Member shall continue to own the rights to their investment contacts that they bring to the Company or its Subsidiaries, including those that may invest in the Company or its Subsidiaries, including the Sponsor or FMC. In furtherance of the foregoing, each Manager and Member agrees that during the period from the date hereof until two years after the earlier of (i) the dissolution and liquidation of FMC or (ii) the end of the Lock-Up Period (such period, the “Restricted Period”), such Manager or Member and its Affiliates will not, without the prior written consent of the owning Manager or Member (which may be withheld in its sole discretion), individually or on behalf of any other Person (other than, if applicable, the Company or its Subsidiaries in the performance of its duties on behalf of the Company or its Subsidiaries), directly or indirectly: (a) solicit or attempt to solicit any investment contact of another Member or Manager for any reason; or (b) in any way interfere with or disrupt, or attempt to interfere with or disrupt, the relationship between any other Manager or Member and its investment contacts.

7.04 Non-Disparagement. Each Member and Manager agrees that during the Restricted Period, such Member or Manager and its Affiliates will not, directly or indirectly engage in any conduct that involves the making or publishing (including through electronic mail distribution or online social media) of any public written or oral statements or remarks (including the repetition

or distribution of derogatory rumors, allegations, negative reports or comments) that are disparaging, deleterious or damaging to the integrity, reputation or good will of one or more of the Company or any of its Subsidiaries, Members or Managers. Notwithstanding the foregoing, subject to Section 7.01 above, the provisions of this Section 7.04 shall not restrict any Member or Manager or Affiliate thereof from providing truthful testimony or information in response to a subpoena or investigation by a governmental authority or in connection with any legal action by the Manager or Member or Affiliate thereof against the Company or any of its Subsidiaries, Members or Managers under this Agreement that is asserted in good faith.

7.05 Litigation. Each Member and Manager hereby represents and warrants to the Company and each other Member and Manager that as of the date of this Agreement there are no pending or, to its actual present knowledge as of the date of this Agreement, threatened Actions or Orders outstanding, in any case, against such Member or Manager or its Affiliate that could reasonably be expected to have an adverse effect on the Company or its Subsidiaries, such Member or Manager's interest in the Company or the ability of such Member or Manager to fulfill its obligations under this Agreement. Each Member and Manager agrees that during the Restricted Period, it will promptly (but in any event within five (5) Business Days) notify the Company and each other Manager upon becoming aware of any such Action or Order being brought or threatened against such Member or Manager or its Affiliate.

ARTICLE VIII LIABILITY AND INDEMNIFICATION

8.01 Exculpation. No Indemnified Person (as defined below) shall have any liability to the Company or to any Member or Manager for any loss suffered by the Company which arises out of any action or inaction by such Indemnified Person with respect to the Company (i) if such Indemnified Person so acted or omitted to act (A) in the good faith and reasonable belief that such course of conduct was in, or was not opposed to, the best interests of the Company, or (B) in reliance on the provisions of this Agreement, and (ii) such course of conduct did not constitute gross negligence, fraud, willful malfeasance or material breach of this Agreement by such Indemnified Person, nor shall any Indemnified Person be liable to the Company or any Member or Manager for losses due to such mistakes, action, or inaction or to the negligence, dishonesty or bad faith of any broker or other agent of the Company, provided that they shall have been selected in good faith. The Manager may consult with counsel and accountants in respect of Company affairs and be fully protected and justified in any reasonable action or inaction that is taken in accordance with the advice or opinion of such counsel or accountants, provided that they shall have been selected in good faith.

8.02 Indemnification. The Company shall indemnify, out of the assets of the Company only (including cash and the proceeds from liability insurance, if any), and hold harmless each Indemnified Person, to the fullest extent permitted by applicable law, from and in respect of all (a) reasonable fees, judgments, fines, costs, and expenses (including reasonable attorneys' fees) paid in connection with or resulting from any Action, and any appeal therefrom, relating to this Agreement or the activities of the Company against any Indemnified Person, its properties, business, or affairs, (b) losses or damages resulting from such Actions, and any appeal therefrom, including amounts paid in settlement or compromise (if recommended by attorneys for the Company) of any such Action, and any appeal therefrom, and (c) losses or damages (including

reasonable attorneys' fees and costs) resulting from Actions arising from or relating to the acts of the Indemnified Person in connection with the Initial Purpose or any other activities relating to such Indemnified Person's responsibilities to the Company or its Subsidiaries; provided, however, that this indemnity shall not extend to the Indemnified Person if (i) the Indemnified Person acted with (A) willful misconduct or gross negligence, or (B) with respect to any criminal action or proceeding, the Indemnified Person had reasonable cause to believe such Indemnified Person's conduct was unlawful. The term "Indemnified Person" shall mean: (a) each Person that is or was, or has agreed to become, a Manager or Member, or is or was serving, or has agreed to serve, at the request of the Company, as a director, officer, manager or trustee of, or in a similar capacity with, another corporation, partnership, limited liability company, joint venture, trust or other enterprise; and (b) the Liquidator, if any. To the fullest extent permitted by applicable law, the reasonable, out-of-pocket expenses (including reasonable attorneys' fees, disbursements, fines and amounts paid in settlement) incurred by an Indemnified Person in defending any Action relating to or arising out of such Indemnified Person's performance of its duties on behalf of the Company or its Subsidiaries will, from time to time, be advanced by the Company prior to the final disposition of such Action upon receipt by the Company of an undertaking by or on behalf of such Indemnified Person to repay such amount if it is ultimately determined by a court of competent jurisdiction that such Indemnified Person is not entitled to be indemnified as authorized in this Section 8.02. The provisions of this ARTICLE VIII are contract rights between the Company and each Indemnified Person at any time while this ARTICLE VIII and the relevant provisions of the Act or other applicable law are in effect, and any repeal, amendment or modification of this ARTICLE VIII or any such law shall not affect any rights or obligations then existing with respect to any state of facts or proceeding then existing. The rights of an Indemnified Person under this ARTICLE VIII are in addition to, and not in limitation of, any other rights to exculpation or indemnification from the Company or any of its Subsidiaries under any other contract between the Company or its Subsidiaries and such Indemnified Person. To the fullest extent permitted by applicable law, if any portion of this ARTICLE VIII is invalidated on any ground by any court of competent jurisdiction, then the Company will nevertheless indemnify each Indemnified Person as to costs, charges and expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement with respect to any Action, whether civil, criminal, administrative or investigative, including an Action by or in the right of the Company or any of its Subsidiaries, to the fullest extent permitted by any applicable portion of this ARTICLE VIII that has not been invalidated.

ARTICLE IX BOOKS AND RECORDS; FISCAL MATTERS

9.01 Books and Records. The Managers shall keep or cause to be kept complete and accurate books and records with respect to the operations of the Company in accordance with generally accepted accounting principles consistently applied. Such books and records shall be maintained and be available, in addition to any documents and information required to be made available to a Member under the Act, at the principal office of the Company or in such other location as the Managers may designate, for examination and copying during ordinary business hours upon reasonable notice to the Company by any Member, or his, her or its duly authorized representative, at such Member's reasonable request and at such Member's own expense, as applicable, for any purpose reasonably related to such Member's interest in the Company.

9.02 Tax Matters Member. The Manager designated as such on Schedule A shall be the “tax matters partner” of the Company for the purposes of Code Section 6231 and the “partnership representative” pursuant to Section 6223(a) of the Code (in each such capacity, the “Tax Matters Member”). The Tax Matters Member shall cause the Company’s accountant to prepare, and timely file, all Company tax returns, and shall timely make all other filings required by any governmental authority having jurisdiction to require such filing, the cost of which shall be borne by the Company. The Tax Matters Member shall also cause to be delivered to the Members, within ninety (90) days after the expiration of each tax year of the Company, such information relating to the Company as the Managers determines are necessary for the Members to complete their federal, state and/or local income tax returns that include such tax year. Without the consent of all Managers, no election shall be made by the Company or any Member to be excluded from the application of the provisions of subchapter K of the Code or from any similar provision of state tax laws.

9.03 Bank Accounts. The Managers may cause the Company to open and maintain one or more accounts with such financial institutions as the Managers may determine to be necessary or advisable. The Managers are authorized to execute checks and other documents on behalf of the Company with respect to such accounts. To the extent deemed necessary or advisable by the Managers, the Company shall adopt resolutions more specifically effectuating the foregoing provisions of this Section 9.03.

ARTICLE X TRANSFERS OF INTERESTS

10.01 Restrictions on Transfer of Members Interests by Members.

(a) A Member may not Transfer all or any portion of its Membership Interests without the unanimous prior approval of the Managers.

(b) Notwithstanding Section 10.01(a), a Member may, with notice to the Company, Transfer all or any portion of its Membership Interests to an Immediate Family Member or Affiliate of such Member so long as (x) the recipient of such Transfer agrees in writing to be bound by the terms of this Agreement and (y) the Transferring Member retains all voting control and other management rights with respect to such Membership Interests.

(c) Any actual or purported Transfer in contravention of any of the provisions of this Agreement shall be null and void ab initio and ineffective to Transfer any Member’s Membership Interest, or any portion thereof, and shall not bind, or be recognized by, or on the books of, the Company, and any purported transferee in such transaction shall not be or be treated as or deemed to be a Member (or an assignee within the meaning of Section 18-702 of the Act) for any purpose. In the event that after a Transfer permitted by the Section 10.01(b), the recipient of such Transfer is no longer an Immediate Family Member or Affiliate of the Transferring Member or the Transferring Member no longer retains all voting control and other management rights with respect to such Membership Interests, then the Membership Interests that were previously Transferred shall automatically, without any action on the part of the Company, Transferring Member or the recipient of the Transfer, revert back to the Transferring Member.

(d) Without limiting the foregoing, no Member may transfer its Membership Interests or its direct or indirect interests in the Sponsor or FMC, including the Founder Shares, in violation of any transfer restrictions (including the Lockup Periods) contained in any agreements among the Members, the Company, its Subsidiaries and/or the underwriters of the IPO, as the case may be.

10.02 Withdrawal, Termination or Death of a Manager.

(a) A Manager may voluntarily resign, withdraw or retire as Manager from the Company.

(b) In the event that a Manager (x) becomes disabled for any 90 days out of a 120 day period, such that it cannot reasonably perform his or her obligations as Manager under this Agreement, even with reasonable accommodations, as reasonably determined in good faith by a Majority of Managers (excluding such disabled Manager) after receiving a supporting opinion from a physician mutually acceptable to the disabled Manager (or his or her legal representative) and at least one other Manager, (y) dies or (z) is adjudicated by a court of competent jurisdiction to be incompetent to manage his or her Person or his or her property, such Manager shall be removed. In the event of any removal of a Manager pursuant to this Section 10.02(b), the remaining Managers will appoint an individual, mutually agreeable to such remaining Managers, to serve as an independent Manager under this Agreement; provided, that in the event that the remaining cannot agree upon an independent Manager within thirty (30) days after the removal of the Manager under this Section 10.02(b), unless otherwise agreed by both Managers, each Manager shall select pick their preference for a person to serve as an independent Manager of the Company, and such two selected persons shall together choose an individual to serve as the independent Manager promptly after their selection.

(c) Except as otherwise set forth in this Section 10.02, a Manager may not be removed without Cause. A Manager may be removed for Cause, but only if (i) the requirements set forth in the definition of "Cause" in this Agreement are first complied with and (ii) such removal is also approved by a Majority of the Managers (excluding the Manager at issue).

(d) If prior to the Business Combination:

(i) a Triggering Event (as defined in clause (e), below) has occurred with respect to a particular Manager, except if such Triggering Event is the voluntary resignation by a Manager, then such Manager, if a Member, together with any of such Manager's Affiliates and Immediate Family Members that are Members (collectively with such Manager, the "Affected Member Group"), will forfeit that amount of Membership Interests (or any such Membership Interests underlying any derivative instruments related thereto, such as options or "profits interests") that are equal to the amount of Membership Interests that are transferred to any service provider to the Company, FMC or any Affiliate of the foregoing subsequent to the date of the Triggering Event whose expected duties are comparable to the duties previously performed by the applicable removed Manager; provided, however, that the amount of such forfeited Membership Interests shall not

exceed 25% of the Membership Interests held by the Affected Member Group immediately prior to the date of the Triggering Event; and

(ii) a Manager voluntary resigns, then such Affected Member Group will forfeit 25% of the Membership Interests owned by them, which such forfeited Membership Interests shall be distributed pro rata to each remaining Member in accordance with his or its Membership Interest.

(iii) In addition, the remaining Membership Interests held by the Affected Member Group, in respect of clauses (i) and (ii) above, shall lose all voting and management rights with respect to the Company and/or such Membership Interests, and the Affected Member Group shall only have economic rights with respect to such Membership Interests as if each such Person was an assignee of such Membership Interests that was not admitted as a Member under the Act.

(e) For purposes of this Agreement, the terms (i) "Cause" means a Manager having been convicted of a felony involving fraud or a securities law violation that would preclude such Manager from serving on the board of a public company listed on Nasdaq; and (ii) "Triggering Event" with respect to any particular Manager means such Manager's (A) death or Permanent Disability, (B) voluntary resignation or (C) termination for Cause. In addition, the term "Permanent Disability" means with respect to a Manager his inability, due to physical or mental incapacity, to perform the essential functions of his position with the Company, with reasonable accommodation, for one hundred eighty (180) consecutive days. Any question as to the existence of a Manager's Permanent Disability as to which such Manager, on the one hand, and the other Managers, on the other hand, cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to such Manager and the other Managers. The determination of Permanent Disability made by such independent physician in writing to such Manager, the Company and the other Managers shall be final and conclusive for all purposes herein. If a Manager voluntarily resigns, withdraws, retires or is removed in accordance with this Section 10.02, then it may be replaced by a successor appointed by a Majority of the Managers then serving.

10.03 Additional Members. Subject to Transfers under Section 10.01(b), additional Members may be admitted to the Company only with the prior approval of all Managers. In connection with any such admission, this Agreement (including Schedule A) shall be amended to reflect the additional Member, his, her or its Capital Contribution, if any, his, her or its Membership Interests and any other rights and obligations of the additional Member. Each additional Member must agree to be bound by the provisions of this Agreement and/or any Lockup Periods, transfer restrictions, voting arrangements and forfeiture requirements that are then applicable to the Founder Shares, or that otherwise may be imposed by the Sponsor's operating agreement or with respect to any other securities of FMC. Each Member, and each Person or entity who is hereinafter admitted to the Company as a Member, hereby: (i) consents to the admission of any such third party admitted in compliance with this Agreement, and to any amendment to this Agreement which may be necessary or appropriate to reflect such admission, and (ii) acknowledges that, in connection with any admission of any such Person, such Member's interest in allocations of Net Profits and Net Losses, distributions and net proceeds upon

liquidation of the Company, may be diluted or otherwise altered (subject to the provisions of this Section 10.03.

ARTICLE XI DISSOLUTION AND TERMINATION

11.01 Events Causing Dissolution. The Company shall be dissolved and its affairs wound up upon:

- (a) At any time there are no Members of the Company, unless the Company is continued without dissolution in a manner permitted by the Act;
- (b) The sale, disposition or distribution of all securities and assets held by the Company;
- (c) The liquidation of the Sponsor unless agreed in writing by all Managers; or
- (d) The election to dissolve the Company made in writing by all the Members.

11.02 Distributions Upon Liquidation.

(a) Upon dissolution of the Company, a Majority of the Managers then serving shall appoint a Liquidator from among the Managers. The Liquidator shall satisfy liabilities owing to creditors whether by payment or the making of reasonable provision for payment thereof (including creating such reserves as may be required by non-waivable provisions of Section 18-804(b) of the Act or as the Liquidator otherwise deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company).

(b) After paying such liabilities and providing for such reserves, and to the extent the following have not been previously distributed, the Liquidator shall cause the remaining net assets of the Company (if any) to be distributed among the Members in accordance with Section 4.01 (after taking into account any distributions previously made pursuant to such Section 4.01).

ARTICLE XII MISCELLANEOUS

12.01 Notices. Any and all notices, requests, elections, consents or demands permitted or required to be made under this Agreement shall be given in writing, signed as required, and shall be delivered personally, or sent by registered or certified mail, or by overnight mail, Federal Express or other similar commercial overnight courier and shall be effective (a) on the fourth Business Day after being sent by registered or certified mail, return receipt requested, postage prepaid, (b) on the first Business Day after being sent by express mail, receipt confirmed or reputable commercial overnight delivery service providing a receipt for delivery, (c) on the date of actual hand delivery or (d) on the date of actual delivery if sent by any other method. In order to be effective, all such notices shall be addressed, if to the Company, at its principal place of business, and if to a Member or a Manager, at the address set forth on Schedule A hereto or the last address on the Company's books.

12.02 Word Meanings. The words such as “herein,” “hereinafter,” “hereof,” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. In this Agreement, unless the context otherwise requires, the word “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding or succeeding such term and shall be deemed in each case to be followed by the words “without limitation”. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. In this Agreement, unless the context otherwise requires: (i) reference to any statute includes any rules and regulations promulgated thereunder; and (ii) any agreement, instrument or law defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or law as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes, regulations, rules or orders) by succession of comparable successor statutes, regulations, rules or orders and references to all attachments thereto and instruments incorporated therein.

12.03 Binding Provisions. Subject to the restrictions on Transfers set forth herein, the covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the parties hereto, their respective successors, successors-in-title, heirs and assigns, and each and every successor-in-interest to any Member or Manager, whether such successor acquires such interest by way of gift, purchase, foreclosure, or by any other method, shall hold such interest subject to all of the terms and provisions of this Agreement.

12.04 Applicable Law; Jurisdiction. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Delaware, including the Act, as interpreted by the courts of the State of Delaware, notwithstanding any rules regarding choice of law to the contrary. For purposes of any Action arising out of or in connection with this Agreement or any transaction contemplated hereby, each party hereto (a) irrevocably submits to the exclusive jurisdiction and venue of any state or federal court located within New York County, State of New York, (b) agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth in Section 12.01 shall be effective service of process for any Action with respect to any matters to which it has submitted to jurisdiction in this Section 12.04, and (c) waives and covenants not to assert or plead, by way of motion, as a defense or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of such court, that the Action is brought in an inconvenient forum, that the venue of the Action is improper or that this Agreement, or the subject matter hereof may not be enforced in or by such court, and hereby agrees not to challenge such jurisdiction or venue by reason of any offsets or counterclaims in any such Action.

12.05 WAIVER OF JURY TRIAL. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

12.06 Injunctive Relief. The Membership Interests cannot readily be purchased or sold in the open market, and for that reason, among others, the Company, the Members and the Managers

will be irreparably damaged in the event this Agreement is not specifically enforced. Each of the Company, the Members and Managers therefore agrees that, in the event of a breach or threatened breach of any provision of this Agreement, including those set forth in ARTICLE VII hereof, the aggrieved party may elect to institute and prosecute proceedings in a court permitted by Section 12.04 to enforce specific performance or to enjoin the continuing breach of this Agreement without the requirement to post a bond or other security or to prove that monetary damages are inadequate. Such remedies will, however, be cumulative and not exclusive, and will be in addition to any other remedy which the Company or any Member or Manager may have.

12.07 Legal Fees. In the event that any dispute among the parties to this Agreement should result in an Action, the prevailing party in such Action will be entitled to recover from the losing party its reasonable fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement and the transactions contemplated hereby, including such reasonable fees and expenses of attorneys and accountants, which will include all reasonable fees, costs and expenses of appeals.

12.08 Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. Each party to this Agreement may execute and deliver this Agreement by an executed signature page transmitted by facsimile or electronic mail.

12.09 Severability. Each provision of this Agreement shall be considered separable. To the extent that any provision of this Agreement is prohibited or ineffective under the Act or other applicable law, this Agreement shall be considered amended to the minimum extent possible in order to make the Agreement effective under the Act or such other applicable law (and, if the Act or such other applicable law is subsequently amended or interpreted in such manner as to make effective any provision of this Agreement that was formerly rendered invalid, such provision shall automatically be considered to be valid from the effective date of such amendment or interpretation).

12.10 Section Titles; Schedules. Article and Section titles are included herein for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text. All references herein to Articles, Sections and Schedules will be deemed to be references to Articles and Sections of, and Schedules to, this Agreement unless the context requires otherwise. All Schedules attached hereto will be deemed incorporated herein as if set forth in their entirety herein and, unless otherwise defined therein, all terms used in any Schedule will have the meaning ascribed to such term in this Agreement.

12.11 Amendments; Waivers. Except as otherwise specifically set forth in this Agreement, this Agreement may not be amended (including by way of merger), modified or supplemented except by a written instrument signed by all Members and approved by the Managers in accordance with Section 6.02. The provisions of this Agreement may only be waived in a writing signed by the party against whom enforcement of such waiver is sought (along with any approval of the Managers required by Section 6.02). Waiver by any party hereto of any breach or default by any other party of any of the terms of this Agreement will not operate as a waiver of any other breach or default, whether similar to or different from the breach or default waived. No waiver of any provision of this Agreement will be implied from any course of dealing

between the parties hereto or from any failure by any party to assert its or his or her rights hereunder on any occasion or series of occasions.

12.12 Third Party Beneficiaries. The provisions of this Agreement are not intended to be for the benefit of any creditor (other than a Member or Manager, in his, her or its capacity as such, who is a creditor) or other Person (other than a Member or Manager in his, her or its capacity as such) to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the Company or any Member or Manager.

12.13 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

12.14 Waiver of Partition. Each Member agrees that irreparable damage would be done to the Company if any Member brought an action in court to partition the Company or any of its assets. Accordingly, each Member agrees that he, she or it shall not, either directly or indirectly, take any action to require partition or appraisal of the Company or of any of the assets or properties of the Company, and notwithstanding any provisions of this Agreement to the contrary, each Member (and his, her or its successors and assigns) accepts the provisions of the Agreement as his, her or its sole entitlement on termination, dissolution and/or liquidation of the Company and hereby irrevocably waives any and all right to file a complaint, institute or maintain any action or proceeding at law or in equity for partition or to compel any sale or other liquidation with respect to his, her or its Membership Interest, in or with respect to, any assets or properties of the Company.

12.15 Joint Participation. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

12.16 Further Actions. Each Member and Manager will execute and deliver such other certificates, agreements and documents, and take such other actions, as may reasonably be requested by the Company in connection with the continuation of the Company and the achievement of its purposes, including (a) any documents that the Company deems necessary or appropriate to continue the Company as a limited liability company in all jurisdictions in which the Company conducts or plans to conduct business and (b) all such agreements, certificates, tax statements and other documents as may be required to be filed in respect of the Company.


{Remainder of page intentionally left blank; signatures on the next page}

IN WITNESS WHEREOF, the Members have executed this Agreement as of the date first above written.



David Boris

The Danielle Boris 2010 Trust

By: 

Name: David Boris

Title:

The Jaime Boris 2010 Trust

By: 

Name: David Boris

Title:

MK 2016 Trust

By: _____

Name:

Title:

APJM, LLC

By: _____

Name:

Title:

Stephen Vogel

IN WITNESS WHEREOF, the Members have executed this Agreement as of the date first above written.

David Boris


The Danielle Boris 2010 Trust

By: _____
Name:
Title:


The Jaime Boris 2010 Trust

By: _____
Name:
Title:

MK 2016 Trust

By:  _____
Name: *Marshall Kiev*
Title: *Trustee*

APJM, LLC

By:  _____
Name: *Marshall Kiev*
Title: *Managing Member*

Stephen Vogel

IN WITNESS WHEREOF, the Members have executed this Agreement as of the date first above written.

David Boris

The Danielle Boris 2010 Trust

By: _____
Name:
Title:

The Jaime Boris 2010 Trust

By: _____
Name:
Title:

MK 2016 Trust

By: _____
Name:
Title:

APJM, LLC

By: _____
Name:
Title:



Stephen Vogel

IN WITNESS WHEREOF, the undersigned hereby acknowledge and accept their designation as Managers of the Company in accordance with the terms and conditions of the Agreement, as of the date first set forth above.



David Boris

Marshall Kiev

Stephen Vogel

IN WITNESS WHEREOF, the undersigned hereby acknowledge and accept their designation as Managers of the Company in accordance with the terms and conditions of the Agreement, as of the date first set forth above.

David Boris



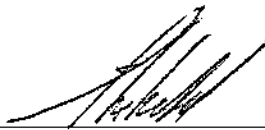
Marshall Kiev

Stephen Vogel

IN WITNESS WHEREOF, the undersigned hereby acknowledge and accept their designation as Managers of the Company in accordance with the terms and conditions of the Agreement, as of the date first set forth above.

David Boris

Marshall Kiev



Stephen Vogel

SCHEDULE A**Members and Managers****Members:**

Member Name	Address for Notice	Capital Contribution	Membership Interest
David Boris*		\$7,499.99	29.9999%
The Danielle Boris 2010 Trust		\$416.67	1.6667%
The Jaime Boris 2010 Trust		\$416.67	1.6667%
MK 2016 Trust		\$1,666.67	6.6667%
APJM, LLC		\$6,666.67	26.6667%
Stephen Vogel		\$8,333.33	33.3333%
TOTAL		\$25,000.00	100.0000%

* Tax Matters Member

Managers:

1. David Boris
2. Marshall Kiev (an Affiliate of MK 2016 Trust and APJM, LLC)
3. Stephen Vogel