

EXHIBIT C

FIRST AMENDMENT TO THE OPERATING AGREEMENT OF GRENELLE LLC

This First Amendment to the Operating Agreement of Grenelle LLC (this “**Amendment**”) is made and entered into as of February 23, 2021, by and among the undersigned members of Grenelle LLC, a Delaware limited liability company (the “**Company**”). Capitalized terms not defined herein shall have the meanings ascribed to them in the Operating Agreement (as defined below).

RECITALS

WHEREAS, the Company is currently governed by the Operating Agreement of Grenelle LLC dated as of October 31, 2006 (the “**Operating Agreement**”);

WHEREAS, pursuant to Section 9.4 thereof, the Operating Agreement may be amended by a writing signed by all of the Members; and

WHEREAS, the undersigned, constituting all of the Members, desire to amend the Operating Agreement according to this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

1. Section 1.1 of the Operating Agreement (“**Certain Definitions**”) is hereby amended to add the following definition, in alphabetical order, following the definition of “Managing Director”:

“Minority Members” shall mean: (i) Gonzalve Marie Leon Bich, (ii) Charles Marie Pierre Bich, and (iii) Guillaume Marie Panthaleon Bich, while they are living and competent and, upon the death or adjudication of incompetency of any of them, the successor(s) or other Person(s) authorized to act on his behalf.

2. Section 3.1(f) of the Operating Agreement is hereby amended and restated in its entirety to read as follows:

Upon the written consent of at least two of the Minority Members (and without the need for approval by any other Person), the Minority Members may at any time (i) remove any Person serving as Managing Director or nominated to serve as Managing Director or successor Managing Director, (ii) appoint any Person to succeed any Managing Director serving hereunder or nominated to serve hereunder, or (iii) select any Person to replace any Managing Director whom the Minority Members have removed or who has ceased to act for any reason; provided, however, that the Minority Members may not select themselves or any one of them, or any Person who is related or subordinate to them within the meaning of Section 672(c) of the Code, as Managing Director. For purposes of this Section 3.1(f), each Minority Member will be entitled to one vote.

3. **Effect of Amendment.** The parties hereby agree and acknowledge that except as provided in this Amendment, the Operating Agreement remains in full force and effect and has not been modified or amended in any other respect. The Operating Agreement and this Amendment are to be read as one and the same.

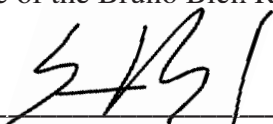
4. **Electronic Signature; Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Amendment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

5. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, the Members have caused this Amendment to be executed as of the date first written above.

MEMBERS:

Bruno Bich
Individually and as
Trustee of the Bruno Bich Revocable Trust



Gonzalve Marie Leon Bich

Charles Bich

Charles Marie Pierre Bich

Guillame Marie Panthaleon Bich

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