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Case No. 2025-0290-

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

10X HEALTH VENTURES, LLC and CARDONE VENTURES, LLC,	)	
Plaintiffs,	)	
v.	)	C.A. No.
IJS PRESENTATIONS, LLC and TURNING POINT HOLDINGS, LLC,	)	
Defendants.	)	

VERIFIED COMPLAINT

Plaintiffs 10X Health Ventures, LLC ("10X Health") and Cardone Ventures, LLC ("Cardone Ventures"), by and through their undersigned counsel, for their Complaint against Defendants IJS Presentations, LLC ("IJS") and Turning Point Holdings, LLC ("Turning Point"), allege upon knowledge with respect to their acts and upon information and belief as to other matters, as follows:

1. This is an action for damages, declaratory judgment and injunctive relief arising out of Defendants' breaches of the terms of the Limited Liability Company Agreement of 10X Health Ventures, LLC, dated September 16, 2021 ("Operating Agreement") and the Amended and Restated Limited Liability Company Agreement of 10X Health Ventures, LLC, dated November 22, 2024 ("Amended Operating Agreement"), copies of which are attached hereto as Exhibits A and B, respectively.

2. Defendants are members of 10X Health that have breached the Operating Agreement and Amended Operating Agreement by actively competing with 10X Health and by publicly disparaging 10X Health and its products. As a result, and for the reasons described in greater detail herein, Plaintiffs are entitled to declaratory relief and injunctive relief, as well as money damages.

THE PARTIES

3. Plaintiff 10X Health is a limited liability company organized under Delaware law with its principal place of business located in Miami-Dade County, Florida.

4. Plaintiff Cardone Ventures is a limited liability company organized under Delaware law with its principal place of business located in Miami-Dade County, Florida. Cardone Ventures is the majority member and manager of 10X Health.

5. Defendant IJS is a limited liability company organized under Delaware law and a member of 10X Health, with its principal place of business located in Naples, Florida.

6. Defendant Turning Point is a limited liability company organized under Florida law and a member of 10X Health, with its principal place of business located in Naples, Florida.

JURISDICTION AND VENUE

7. This Court has jurisdiction over the subject matter of this dispute because it seeks, among other relief, equitable remedies under the Operating Agreements for a Delaware limited liability company that contains a Delaware choice-of-law provision and a mandatory forum selection clause.

8. This Court has personal jurisdiction over Defendants under the Delaware long arm statute 10 *Del. C.* § 3104, 6 *Del. C.* § 18-109, and the due process clause of the Constitution of the United States because Defendants, by becoming members of a Delaware Limited Liability Company and entering into Operating Agreements governed by Delaware law and containing a Delaware forum selection clause, have transacted business in the State of Delaware and consented to its jurisdiction.

9. Specifically, the Operating Agreement and Amended Operating Agreement both provide as follows:

> **Section 13.01 Governing Law.** This Agreement 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 jurisdiction).
>
> **Section 13.02 Submission to Jurisdiction.** The parties hereby agree that any suit, action, or proceeding based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, shall be brought in the federal courts of the United States of America or the courts of the State of Delaware, in each case located in the State of

> Delaware. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding.

Exs. A, B §§ 13.01-13.02.

10. Venue is proper because this matter concerns breach of the Operating Agreements of a Delaware limited liability company, and the parties to those agreements agreed to venue in the Delaware courts.

BACKGROUND

11. 10X Health is a company dedicated to revolutionizing the health and wellness industry and which provides cutting-edge solutions and personalized health plans designed to empower individuals to achieve and maintain peak physical and mental performance. Combining the latest advances in medical science, nutrition, fitness, and technology, the company offers a suite of services that include state-of-the-art diagnostic testing, individualized treatment protocols, and ongoing support from a team of world-class health professionals.

12. Cardone Ventures is a business consultancy and investment management firm specializing in helping small and medium-sized businesses scale to achieve exponential growth.

13. Healthcare is one of its many "verticals" in which Cardone Ventures actively invests. Businesses in which Cardone Ventures have invested, including 10X Health, provide customized nutrient intravenous drip therapy; genetic testing;

hormone optimization; blood testing; anti-aging aesthetic procedures (like redlight therapy and non-surgical cosmetic procedures); cold plunge pools; amino acid supplements; custom and precision supplements; nutraceuticals; cellular restoration; and other related services and products. These products are available at wellness centers, through licensees, and via e-commerce and popular platforms like Amazon.

THE OPERATING AGREEMENTS

14. In 2021, Cardone Ventures partnered with Gary Brecka ("Brecka") and his wife Cicely Sage Workinger ("Workinger"), through their respective LLCs. Specifically, on September 16, 2021, Cardone Ventures and Brecka, as sole member of IJS, and Workinger, as sole member of Turning Point, entered into the 10X Health Ventures, LLC Operating Agreement, which granted an 82% interest to Cardone Ventures, an 11% interest to IJS and a 7% interest to Turning Point. Ex. A, Schedule 1.

15. The Operating Agreement required the parties to dedicate their efforts to the sale of 10X Health's products and services and expressly provides that "The Manager, the Members, and their Affiliates are prohibited from pursuing or engaging in any Competitive Opportunities." Ex. A § 9.04.

16. Pursuant to the Operating Agreement, the term "Competitive Opportunities" is defined as "any opportunities to invest in or own any business,

other than the Company, that provides antiaging therapy, growth hormone releasing peptides, IV nutrient therapy (including Exosomes), nutraceutical imbalance therapies, and methylation therapy as its primary services **('Competitive Services'),** that derives at least 70% of its revenue from Competitive Services, and that provides, or plans to provide, directly or through Affiliates, Competitive Services in multiple states in the United States." *Id*.

17. Section 12.01 of the Operating Agreement defines "Affiliate" "Affiliates" to include any "individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity" that a Member "directly or indirectly, controls, is controlled by, or is under common control with." Exs. A, B §§ 12.01(a), 12.01(q).

18. Pursuant to the Operating Agreement, Brecka and Workinger are subject to the restrictions on "Competitive Opportunities" set forth in Section 9.04 as the sole members and "Affiliates" of IJS and Turning Point, respectively.

19. Following Defendants' default on certain loan agreements with 10X Health, the Operating Agreement was amended on November 22, 2024. *See* Ex. B.

20. The Amended Operating Agreement preserved the restrictive covenants under Section 9.04 but amended the definition of Competitive

Opportunities to include those involving "genetic testing, precision supplementation and nutrition" in the United States and other countries in which 10X Health offered or was actively planning to offer such products and services, providing in pertinent part:

> **"Competitive Opportunities"** means any opportunities to invest in or own any business, other than the Company, that provides genetic testing, precision supplementation and nutrition, antiaging therapy, growth hormone releasing peptides, IV nutrient therapy (including Exosomes), nutraceutical imbalance therapies, and methylation therapy as its primary services **("Competitive Services"),** that derives at least 70% of its revenue from Competitive Services, and that provides, or plans to provide, directly or through Affiliates, Competitive Services in multiple states in the United States or in any country outside of the United States in which the Company has engaged in offering, or is pursuing opportunities to offer, or is actively planning to offer, Competitive Services in such country.

Ex. B § 9.04.

21. The Amended Operating Agreement likewise preserved the definition of "Affiliate" to include Brecka and Workinger as the sole members of IJS and Turning Point, respectively, both of whom remained subject to the prohibition against engagement in "Competitive Opportunities" under Section 9.04. Ex. B § 12.01.

22. Notwithstanding the amendment to the Operating Agreement and the mandatory forum selection clause in Section 13.01 of both the Operating Agreement and Amended Operating Agreement requiring that "any suit, action, or

proceeding based on any matter arising out of or in connection with" these agreements be brought in Delaware state or federal court, in December 2024, Defendants improperly sued Plaintiffs and Brandon Dawson for breach of the Operating Agreement in Florida state court.

23. That case, bearing the caption *Gary Brecka, et al. v. Brandon Dawson, et al.*, Case No. 2024-024460-CA-01 ("Florida Action"), remains pending in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida

24. Plaintiffs here have sought dismissal of the claims asserted in the Florida Action for alleged breach of the Operating Agreement on the grounds of improper forum.

THE DEFENDANTS' WRONGFUL ACTIONS IN VIOLATION OF AND IN BREACH OF THE OPERATING AGREEMENTS

25. Upon information and belief, in or around August 2023, Ultimate Human, LLC was formed. A true and correct copy of a printout from the Delaware Secretary of State's website showing the status of Ultimate Human, LLC is attached hereto as Exhibit C.

26. Ultimate Human, LLC is also an "Affiliate" of IJS and Turning Point pursuant to Section 12.01 of the Operating Agreement and Amended Operating Agreement.

27. Upon information and belief, Brecka and Workinger used 10X Health staff and other resources to form Ultimate Human, LLC and to launch and promote the brand, The Ultimate Human.

28. Brecka describes The Ultimate Human as follows, using similar language that 10X Health uses to describe its business:

> At The Ultimate Human, we're dedicated to empowering individuals on their journey to peak health and wellness. Our brand stands at the intersection of science and well-being, offering insights and products that are grounded in rigorous research yet tailored for your everyday life. From innovative health tools to educational resources, we're committed to providing you with the knowledge and products you need to unlock your full potential.

https://www.theultimatehuman.com/about (accessed March 9, 2025).

29. The Ultimate Human website also contains a Shop in which Ultimate Human merch (merchandise), mouth tape, protein bars, and strength training products are sold. The Shop further contains recommendations to additional products and links to partners which sell a wide range of wellness products, including in the field of anti-aging.

30. Upon information and belief, from August 2023 through the present, during which period they were subject to the terms of the Operating Agreement and the Amended Operating Agreement as Affiliates of IJS and Turning Point, Brecka, Workinger and Ultimate Human, LLC breached the restrictive covenants imposed under Section 9.04 of those agreements by selling and promoting

competitive products including vitamins and supplements, and by promoting competitive businesses such as BodyHealth, Cold Life Plunge Pool, and Echo Water.

31. Upon information and belief, Brecka, Workinger and Ultimate Human, LLC have further used 10X Health customer data, insights, and intellectual property without authorization or attribution for their own benefit.

COUNT I
(Declaratory Judgment)

32. Plaintiffs reallege and incorporate by reference all of the preceding paragraphs as though fully set forth herein.

33. Under 10 *Del. C.* § 6501, this Court is authorized to declare the rights, status and legal relations of the parties hereto, including declarations that are both positive and negative in form. Any such declarations thereunder have the force and effect of a final judgment or decree.

34. Under 10 *Del. C.* § 6502, this Court is authorized to construe the Operating Agreement and Amended Operating Agreement because they are written contracts. Under 10 *Del. C.* § 6503, a contract may be construed either before or after there has been a breach thereof.

35. The Operating Agreement and Amended Operating Agreement are valid and enforceable contracts.

36. A dispute exists between the parties as to the obligations of Defendants under the Operating Agreement and Amended Operating Agreement. As a result of that dispute, Plaintiffs have made a formal demand upon Defendants to cure their breach of these agreements and to continue to perform thereunder. Defendants have refused this demand.

37. Pursuant to Section 9.04 of the Operating Agreement and Amended Operating Agreement, the "Manager, the Members, and their Affiliates are prohibited from pursuing or engaging in any Competitive Opportunities." Exs. A, B § 9.04.

38. Defendants are Members of 10X Health.

39. "Affiliates" is defined in the Operating Agreement and Amended Operating Agreement to include any "individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity" that a Member "directly or indirectly, controls, is controlled by, or is under common control with." Exs. A, B §§ 12.01(a), 12.01(q).

40. Brecka, Workinger and Ultimate Human, LLC are Affiliates of Defendants pursuant to Section 12.01 of the Operating Agreement and Amended Operating Agreement.

41. As a result, IJS and Turning Point, as well as their Affiliates, Brecka, Workinger and Ultimate Human, LLC, are subject to the terms and conditions of the Operating Agreement and Amended Operating Agreement, specifically including the restrictive covenants imposed on Competitive Opportunities under Section 9.04 of those agreements.

42. Defendants and their Affiliates breached their obligations to 10X Health and Cardone Ventures by selling and promoting competitive products including vitamins and supplements, and by promoting competitive businesses such as BodyHealth, Cold Life Plunge Pool, and Echo Water.

43. Upon information and belief, Defendants and their Affiliates have further breached these obligations by using Plaintiffs' customer data, insights, and intellectual property without authorization or attribution for their own benefit.

44. Plaintiffs therefore respectfully request that the Court issue an Order declaring (a) that Plaintiffs are not in breach of the Operating Agreement; (b) that Defendants and their Affiliates Brecka, Workinger and Ultimate Human, LLC are bound by the express terms of the Operating Agreement and Amended Operating Agreement; and (c) that the actions of Defendants and their Affiliates constitute a breach of Section 9.04 of the Operating Agreement and Amended Operating Agreement.

COUNT II
(Breach of the Operating Agreement)

45. Plaintiffs reallege and incorporate by reference all of the preceding paragraphs as though fully set forth herein.

46. At all relevant times, the Operating Agreement is and has been an enforceable agreement between the parties.

47. As Members of 10X Health and as signatories to the Operating Agreement, Defendants are contractually obligated to comply with the terms and conditions thereof.

48. Defendants' Affiliates, specifically including Brecka, Workinger and Ultimate Human, LLC, are likewise bound by the terms of the Operating Agreement pursuant to Section 12.01 thereof.

49. From August 2023 through November 2024, Defendants and their Affiliates breached the Operating Agreement by selling and promoting competitive products including vitamins and supplements, and by promoting competitive businesses such as BodyHealth, Cold Life Plunge Pool, and Echo Water in direction violation of Section 9.04.

50. Upon information and belief, Defendants and their Affiliates further breached Section 9.04 of the Operating Agreement during this period by using Plaintiffs' customer data, insights, and intellectual property without authorization or attribution for their own benefit.

51. Plaintiffs have fully performed under the Operating Agreement.

52. As a result of Defendants' breach of the Operating Agreement, Plaintiffs have suffered, and will continue to suffer harm, and are entitled to recovery of the same from Defendants.

COUNT III
(Breach of the Amended Operating Agreement)

53. Plaintiffs reallege and incorporate by reference all of the preceding paragraphs as though fully set forth herein.

54. At all relevant times, the Amended Operating Agreement is and has been an enforceable agreement between the parties.

55. As Members of 10X Health and as signatories to the Amended Operating Agreement, Defendants are contractually obligated to comply with the terms and conditions thereof.

56. Defendants' Affiliates, specifically including Brecka, Workinger and Ultimate Human, LLC, are likewise bound by the terms of the Amended Operating Agreement pursuant to Section 12.01 thereof.

57. From November 2024 through the present, Defendants and their Affiliates breached the Amended Operating Agreement by selling and promoting competitive products including vitamins and supplements, and by promoting competitive businesses such as BodyHealth, Cold Life Plunge Pool, and Echo Water in direction violation of Section 9.04.

58. Upon information and belief, Defendants and their Affiliates further breached Section 9.04 of the Amended Operating Agreement during this period by using Plaintiffs' customer data, insights, and intellectual property without authorization or attribution for their own benefit.

59. Plaintiffs have fully performed under the Amended Operating Agreement.

60. As a result of Defendants' breach of the Amended Operating Agreement, Plaintiffs have suffered, and will continue to suffer harm, and are entitled to recovery of the same from Defendants.

COUNT IV
(Permanent Injunction)

61. Plaintiffs reallege and incorporate by reference all of the preceding paragraphs as though fully set forth herein.

62. The Operating Agreement and Amended Operating Agreement both provide, in pertinent part, that "[i]n the event of any actual or prospective breach or default by any party, the other parties shall be entitled to equitable relief, including remedies in the nature of injunction and specific performance," and that "the parties acknowledge and agree that they will be irreparably damaged in the event this Agreement is not specifically enforced." Exs. A, B § 13.07.

63. Plaintiffs therefore respectfully request that the Court issue an Order permanently enjoining Defendants and their Affiliates as follows:

a. Defendants and their Affiliates Gary Brecka, Cicely Sage Workinger and Ultimate Human, LLC shall make no further efforts to sell, market or promote vitamins, supplements, or other products or services in competition with those offered by 10X Health Ventures, LLC and are further precluded from promoting competitive business, specifically including BodyHealth, Cold Life Plunge Pool, and Echo Water; and

b. Defendants and their Affiliates Gary Brecka, Cicely Sage Workinger and Ultimate Human, LLC shall make no further attempt to obtain or use Plaintiffs' customer data, insights or intellectual property in competition with Plaintiffs.

COUNT V
(Attorneys' Fees)

64. Plaintiffs reallege and incorporate by reference all of the preceding paragraphs as though fully set forth herein.

65. Section 13.03 of the Operating Agreement and Amended Operating Agreement provides:

> **Section 13.03 Attorneys' Fees.** If any party commences an Action against any other party to enforce this Agreement or to obtain any other remedy in respect of any breach of this Agreement, the prevailing party in the Action shall be entitled to receive, in addition to all other damages and relief to which it may be entitled, the costs incurred by such party in the Action and all appeals therefrom, including reasonable attorneys' fees

and expenses and court costs. Notwithstanding the foregoing, each party will pay up to $10,000 of its own attorneys' fees per Action without reimbursement or payment from any other party.

66. A grant of the declaratory or injunctive relief sought herein, or a judgment in Plaintiffs' favor on any of the other claims asserted, would render Plaintiffs the prevailing party in this action, thus entitling Plaintiffs to all expenses and costs incurred in connection with enforcing their rights under the Operating Agreement and Amended Operating Agreement, including, but not limited to reasonable attorneys' fees.

PRAYERS FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment in favor of Plaintiffs and against Defendants, and pray the Court as follows:

a. For an Order awarding Plaintiffs declaratory relief by declaring that Plaintiffs are not in breach of the Operating Agreement, that Defendants and their Affiliates are bound by the Operating Agreement and the Amended Operating Agreement, and that Defendants and their Affiliates are further in violation of Section 9.04 of those agreements;

b. For an Order awarding Plaintiffs injunctive relief by enjoining Defendants and their Affiliates from further engagement in prohibited Competitive Opportunities in breach

of Section 9.04 of the Operating Agreement and Amended Operating Agreement;

c. For an Order awarding Plaintiffs monetary damages caused by Defendants' and their Affiliates' breach of the Operating Agreement and Amended Operating Agreement;

d. For an award of Plaintiffs' attorneys' fees and costs incurred as a result of this action, as such may be allowed by contract, law or statute;

e. That the costs of this action be taxed against Defendants; and

f. That the Court grant Plaintiffs such other and further relief as the Court deems just and proper.

BUCHANAN INGERSOLL & ROONEY PC

/s/ Geoffrey G. Grivner

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EXHIBIT A

10X Health Ventures, LLC,

a Delaware Limited Liability Company

LIMITED LIABILITY COMPANY AGREEMENT

Dated as of September 16, 2021

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH INTERESTS MAY NOT BE OFFERED, SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

OPERATING AGREEMENT
OF
10X HEALTH VENTURES, LLC

This Operating Agreement (this "**Agreement**") of 10X Health Ventures, LLC, a Delaware limited liability company (the "**Company**"), is effective as of September 16, 2021 and is by and among the Company and any other Person who, after the date hereof, becomes a Member in accordance with the terms of this Agreement (collectively, the "**Members**"). Unless otherwise noted or defined elsewhere in this Agreement, capitalized terms used in this Agreement have the meanings ascribed herein, as more fully set forth in ARTICLE XII.

ARTICLE I
Organizational Matters

Section 1.01 Formation. The Company was formed on June 1, 2021, pursuant to the provisions of the Delaware Act, upon the filing of the Certificate of Formation with the Secretary of State of the State of Delaware.

Section 1.02 Name. The name of the Company is 10X Health Ventures, LLC.

Section 1.03 Principal Office. The principal office of the Company is located at 893 Vanderbilt Beach Rd, Naples, FL 34108, or such other location as may from time to time be determined by the Manager. The Manager shall give prompt notice of any such change to each of the Members.

Section 1.04 Registered Office; Registered Agent.

(a) The registered office of the Company and the registered agent for service of process on the Company in the State of Delaware shall be that office and Person named in the Certificate of Formation or such other office (which need not be a place of business of the Company) or such other Person or Persons as the Manager may designate from time to time in the manner provided by Applicable Law.

(b) The registered agent of the Company in all other jurisdictions where it is required to have a registered agent shall be determined by the Manager, and the Manager may designate from time to time a different Person to serve as the Company's registered agent in any such jurisdiction in the manner provided by Applicable Law.

Section 1.05 Purpose; Powers.

(a) The purposes of the Company are to engage in any lawful act or activity for which limited liability companies may be formed under the Delaware Act and to engage in any and all activities necessary or incidental thereto.

(b) The Company shall have all the powers convenient to carry out the purposes for which it is formed, including the powers granted by the Delaware Act.

Section 1.06 Term. The term of the Company commenced on the date it was formed and shall continue perpetually or until any earlier date when the Company is terminated in accordance with the provisions of this Agreement or as provided by law.

ARTICLE II
Units

Section 2.01 Units Generally. The Membership Interests of the Members shall be represented by issued and outstanding Units. There shall be three classes of Units—Class A Units, Class B Units, and Incentive Units, and the Units shall have the privileges, preferences, duties, liabilities, obligations, and rights set forth in this Agreement. The Manager shall maintain a schedule of all Members, their respective mailing addresses, and the amount of Units held by them (the "**Members Schedule**") and shall update the Members Schedule upon the issuance or Transfer of any Units to any new or existing Member. A copy of the Members Schedule as of the date hereof is attached hereto as Schedule I.

Section 2.02 Authorization and Issuance of Units; Characteristics. The Company is hereby authorized to issue up to 18,000 Class A Units, 72,000 Class B Units, and 10,000 Incentive Units. Subject to compliance with Section 8.02(b), the Company may authorize additional Units of any class for issuance. As of the date hereof, 18,000 Class A Units, 69,500 Class B Units, and 0 Incentive Units are issued and outstanding to the Members in the amounts set forth on the Members Schedule opposite each Member's name.

(a) As of the date hereof, the 18,000 Class A Units represent 18% of the Membership Interests. The repurchase, redemption, forfeiture, or reduction of any amount of Class A Units shall result in a corresponding reduction in the percentage of the Membership Interests represented by the Class A Units. The scale of any reduction shall be 1% for every 1,000 Class A Units. Any reduction in the Membership Interests represented by the Class A Units shall result in proportionate increases in the Membership Interests represented by the Class B Units and Incentive Units so that the total Membership Interests are 100%. A Member holding Class A Units is entitled to vote the percentage of Membership Interests that its Class A Units represent.

(b) As of the date hereof, the 69,500 Class B Units represent 82% of the Membership Interests. For all purposes under this Agreement except for voting, the issuance of any combination of Class B Units and Incentive Units up to a total amount of 12,500 Class B Units or Incentive Units shall not change the percentage of the Membership Interests represented by all issued and outstanding Class B Units and Incentive Units, which shall remain 82% of the Membership Interests, subject to adjustment for any reduction of Class A Units under Section 2.02(a), and the repurchase, redemption, forfeiture, or reduction of any amount of Class B Units or Incentive Units shall not change the percentage of the Membership Interests represented by the total amount of issued and outstanding Class B Units and Incentive Units. With respect to the foregoing, issued and outstanding Class B Units and Incentive Units shall represent Membership Interests in proportion to their respective amounts. For purposes of voting only, the issued and outstanding Class B Units shall represent 82% of the Membership Interests, subject to adjustment for any reduction of Class A Units under Section 2.02(a),

and any and all issued and outstanding Incentive Units shall be disregarded. A Member holding Class B Units is entitled to vote the percentage of Membership Interests that its Class B Units represent at the time the vote is cast. The Manager, in its sole and absolute discretion, may cause the Company to issue up to 2,500 Class B Units to the NFL Alumni Association ("**NFLAA**") or any Affiliate of NFLAA.

(c) Pursuant to Section 2.03, the Manager, in its sole and absolute discretion, may cause the Company to issue Incentive Units to Service Providers (as defined below). Any issued Incentive Units shall represent a percentage of Membership Interests that is calculated pursuant to Section 2.02(b). Incentive Units are not entitled to any votes under this Agreement.

Section 2.03 Incentive Units.

(a) The Company is hereby authorized to issue Incentive Units to Officers, employees, consultants, or other service providers of the Company or any Company Subsidiary (collectively, "**Service Providers**"). The Manager is hereby authorized to adopt a written plan pursuant to which all Incentive Units shall be granted in compliance 17 C.F.R. § 230.701 or another applicable exemption (such plan as in effect from time to time, the "**Incentive Plan**"). Pursuant to the Incentive Plan, the Manager is authorized to negotiate and execute, on behalf of the Company, award agreements by which Service Providers shall be granted Incentive Units (such agreements, "**Award Agreements**"). Each Award Agreement shall include such terms, conditions, rights, and obligations as may be determined by the Manager, in its sole and absolute discretion, subject to this Agreement and the Incentive Plan.

(b) The Manager shall establish such vesting criteria for the Incentive Units as it determines in its discretion and shall include such vesting criteria in the Incentive Plan and/or the applicable Award Agreement for any grant of Incentive Units. As used in this Agreement:

(i) any Incentive Units that have not vested pursuant to the terms of the Incentive Plan and any associated Award Agreement are referred to as "**Restricted Incentive Units**"; and

(ii) any Incentive Units that have vested pursuant to the terms of the Incentive Plan and any associated Award Agreement are referred to as "**Unrestricted Incentive Units.**"

(c) The Company and each Member hereby acknowledge and agree that, with respect to any Service Provider, such Service Provider's Incentive Units constitute a "profits interest" in the Company within the meaning of Rev. Proc. 93-27 (a "**Profits Interest**"), and that any and all Incentive Units received by a Service Provider are received in exchange for the provision of services by the Service Provider to or for the benefit of the Company in a Service Provider capacity or in anticipation of becoming a Service Provider. The Company and each Service Provider who receives Incentive Units hereby agree to comply with the provisions of Rev. Proc. 2001-43, and neither the

Company nor any Service Provider who receives Incentive Units shall perform any act or take any position inconsistent with the application of Rev. Proc. 2001-43 or any future Internal Revenue Service guidance or other Governmental Authority that supplements or supersedes the foregoing Revenue Procedures.

(d) Incentive Units shall receive the following tax treatment:

(i) the Company and each Service Provider who receives Incentive Units shall treat such Service Provider as the owner of such Incentive Units from the date of their receipt, and the Service Provider receiving such Incentive Units shall take into account the allocable share of income, gains, losses, and deductions associated with the Incentive Units in computing such Service Provider's income tax liability for the entire period during which such Service Provider holds the Incentive Units.

(ii) each Service Provider that receives Incentive Units shall make a timely and effective election under Code Section 83(b) with respect to such Incentive Units if the Manager, in consultation with the Company's accountants, determines that such an election would be prudent under Rev. Proc. 93-27 and Rev. Proc. 2001-43 and so notifies the Service Provider in the Incentive Plan, Award Agreement, or separate written notice. If an election under Section 83(b) is made, the Service Provider shall promptly provide a copy to the Company. Except as otherwise determined by the Manager, both the Company and all Members shall (A) treat such Incentive Units as outstanding for tax purposes, (B) treat such Service Provider as a partner for tax purposes with respect to such Incentive Units, and (C) file all tax returns and reports consistently with the foregoing. Neither the Company nor any of its Members shall deduct any amount (as wages, compensation, or otherwise) with respect to the receipt of such Incentive Units for federal income tax purposes.

(iii) To the extent provided for in Treasury Regulations, revenue rulings, revenue procedures, and other IRS guidance as they have or may be issued ("**Safe Harbor Rules**"), each Member, by executing this Agreement, authorizes and directs the Company to elect a safe harbor under which the fair market value of any Incentive Units issued after the effective date of such Safe Harbor Rules will be treated as equal to or less than the liquidation value (within the meaning of the Safe Harbor Rules) of the Incentive Units as of the date of issuance of such Incentive Units. In the event that the Company makes a safe harbor election as described in the preceding sentence, each Member hereby agrees to comply with all safe harbor requirements with respect to Transfers of Units while the safe harbor election remains effective.

Section 2.04 Certification of Units.

(a) The Manager in its sole discretion may, but shall not be required to, issue certificates to the Members representing the Units held by such Member.

(b) In the event that the Manager shall issue certificates representing Units in accordance with Section 2.04(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Units shall bear a legend substantially in the following form:

> THE UNITS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AN OPERATING AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION, OR OTHER DISPOSITION OF THE UNITS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH OPERATING AGREEMENT.
>
> THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED EXCEPT (i) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (ii) PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER.

ARTICLE III
Members

Section 3.01 Admission of Additional Members.

(a) Additional Members may be admitted from time to time in connection with (i) the issuance of Incentive Units by the Company pursuant to the Incentive Plan, (ii) the issuance of Class A Units or Class B by the Company, subject to compliance with the provisions of Section 8.02(b) to the extent they apply, or (iii) a Transfer of Units, subject to compliance with the provisions of ARTICLE VII, and in any case, following compliance with the provisions of Section 3.01(b).

(b) In order for any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or a Transfer (including a Permitted Transfer) of Units, such Person shall have executed and delivered to the Company a written undertaking substantially in the form of the Joinder Agreement attached as Exhibit A (a "**Joinder Agreement**"). Upon the amendment of the Members Schedule by the Manager and the satisfaction of any other applicable conditions, including, if a condition, the receipt by the Company of payment for the issuance of the applicable Units, such Person shall be admitted as a Member, shall be a party hereto, shall be deemed listed as such on the books and records of the Company, and thereupon shall be issued its Units. The Manager shall also adjust the Capital Accounts of the Members as necessary in accordance with Section 4.01.

Section 3.02 Representations and Warranties of Members. By execution and delivery of this Agreement or a Joinder Agreement, as applicable, each of the Members, whether admitted as of the date hereof or pursuant to Section 3.01, represents and warrants to the Company and acknowledges that:

(a) The Units have not been registered under the Securities Act or the securities laws of any other jurisdiction, are issued in reliance upon federal and state exemptions for transactions not involving a public offering, and cannot be disposed of unless (i) they are subsequently registered or exempted from registration under the Securities Act and other Applicable Law, and (ii) the provisions of this Agreement have been complied with;

(b) Such Member's Units are being acquired for its own account solely for investment and not with a view to resale or distribution thereof;

(c) The execution, delivery, and performance of this Agreement have been duly authorized by such Member and do not require such Member to obtain any consent or approval that has not been obtained and do not contravene or result in a default in any material respect under any provision of any law or regulation applicable to such Member or other governing documents or any agreement or instrument to which such Member is a party or by which such Member is bound;

(d) This Agreement is valid, binding, and enforceable against such Member in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws of general applicability relating to or affecting creditors' rights or general equity principles (regardless of whether considered at law or in equity); and

(e) Neither the issuance of any Units to any Member nor any provision contained herein will entitle the Member to remain in the employment of the Company or any Company Subsidiary or affect the right of the Company or any Company Subsidiary to terminate the Member's employment at any time for any reason, other than as otherwise provided in such Member's employment agreement or other similar agreement with the Company or Company Subsidiary, if applicable.

Section 3.03 No Withdrawal; Death of Member.

(a) So long as a Member continues to hold any Units, such Member shall not have the ability to withdraw as a Member prior to the dissolution and winding up of the Company and any such withdrawal or attempted withdrawal by a Member prior to the dissolution and winding up of the Company shall be null and void. As soon as any Member ceases to hold any Units, such Person shall no longer be a Member. A Member shall not cease to be a Member as a result of the bankruptcy of such Member or as a result of any other events specified in Section 18-304 of the Delaware Act.

(b) The death of any Member shall not cause the dissolution of the Company. In such event, the Company and its business shall be continued by the remaining Member or Members and the Units owned by the deceased Member shall be automatically

Transferred to Permitted Transferees pursuant to Section 7.02; *provided*, that any such Permitted Transferee shall be admitted as a Member only upon compliance with the provisions of Section 3.01(b).

Section 3.04 Voting. Except as otherwise provided by this Agreement or as otherwise required by Applicable Law, each Member holding Class A Units or Class B Units shall be entitled to vote the percentage of the Membership Interests represented by the Member's Class A Units and Class B Units, respectively, on all matters upon which the Members have the right to vote under this Agreement.

Section 3.05 Meetings.

(a) Meetings of the Members may be called by (i) the Manager or (ii) a Member or group of Members holding more than 67% of the Membership Interests. All Members shall have the right to attend meetings of the Members.

(b) Written notice stating the place, date, and time of the meeting and, in the case of a meeting of the Members not regularly scheduled, describing the purposes for which the meeting is called, shall be delivered not fewer than 10 days and not more than 60 days before the date of the meeting to each Member, by or at the direction of the Manager or the Member(s) calling the meeting, as the case may be. The Members may hold meetings at the Company's principal office or at such other place, as the Manager or the Member(s) calling the meeting may designate in the notice for such meeting.

(c) Any Member may participate in a meeting of the Members by means of which all Persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(d) On any matter that is to be voted on by the Members, a Member may vote in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission, or as otherwise permitted by Applicable Law. Every proxy shall be revocable in the discretion of the Member executing it unless otherwise provided in such proxy; *provided*, that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation.

(e) The business to be conducted at such meeting need not be limited to the purpose described in the notice and can include other business to be conducted by the Members; *provided*, that all the Members shall have been notified of the meeting in accordance with Section 3.05(b). Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(f) A quorum of any meeting of the Members shall require the presence, whether in person or by proxy, of Members holding more than 50% of the Membership Interests. Subject to Section 3.06, no action may be taken by the Members unless the appropriate quorum is present at a meeting.

(g) Subject to Section 3.06, no action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of the Members holding more than 50% of the Membership Interests.

Section 3.06 Action Without Meeting. Notwithstanding the provisions of Section 3.05, any matter that is to be voted on, consented to, or approved by the Members may be taken without a meeting, with prior notice, and without a vote if the matter is consented to or approved, in writing or by Electronic Transmission, by a Member or Members holding not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which each Member entitled to vote on the action is present and votes. A record shall be maintained by the Manager of each such action taken by written consent of a Member or Members.

Section 3.07 No Interest in Company Property. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

ARTICLE IV
Capital Contributions; Capital Accounts

Section 4.01 Capital Contributions; Capital Accounts; No Withdrawals.

(a) The Members have committed to contribute to the Company the amounts, in the form of cash, property, services, or a promissory note or other obligation (as such amounts may be amended herein from time to time, the "**Capital Contributions**") set out in the Members Schedule. No Member is required to make additional Capital Contributions to the Company. No Member shall be required to lend any funds to the Company, and no Member shall have any personal liability for the payment or repayment of any Capital Contribution by or to any other Member.

(b) The Company shall establish and maintain for each Member a separate capital account (a "**Capital Account**") on its books and records in accordance with the provisions of Section 704(b) of the Code and Treasury Regulations Section 1.704-1(b)(2)(iv). Each Capital Account shall be (i) credited by such Member's Capital Contributions to the Company and any profits allocated to such Member in accordance with Section 5.01 and (ii) debited by any Distributions to such Member pursuant to Section 6.01(a) and any losses allocated to such Member in accordance with Section 5.01. For purposes of maintaining the Members' Capital Accounts, profits and losses shall be determined in accordance with Treasury Regulation Section 1.704-1(b). The Capital Accounts shall be adjusted by the Manager upon the occurrence of an event described in Treasury Regulations Section 1.704-1(b)(2)(iv)(f)(5) in the manner described in Treasury Regulations Section 1.704-1(b)(2)(iv)(f)(5) and (g) if the Manager determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members. In the event of a Transfer of any Units in accordance with the terms of this

Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the transferred Units.

(c) No Member shall be entitled to withdraw any part of its Capital Account or to receive any Distribution from the Company, except as otherwise provided in this Agreement.

Section 4.02 Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account.

Section 4.03 The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Manager determines it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed to comply with such Treasury Regulations, the Manager may authorize such modifications.

ARTICLE V
Allocations

Section 5.01 Allocation of Profits and Losses.

(a) The Company's profits and losses (and, to the extent necessary, individual items of income, gain, loss, or deduction) for each Fiscal Year will be allocated among the Members pro rata in accordance with their Membership Interests.

(b) Notwithstanding any other provision of this Agreement, (i) "partner nonrecourse deductions" (as defined in Treasury Regulations Section 1.704-2(i)), if any, of the Company shall be allocated for each Fiscal Year to the Member that bears the economic risk of loss within the meaning of Treasury Regulations Section 1.704-2(i); and (ii) "nonrecourse deductions" (as defined in Treasury Regulations Section 1.704-2(b)) and "excess nonrecourse liabilities" (as defined in Treasury Regulations Section 1.752-3(a)), if any, shall be allocated among the Members pro rata pursuant to their Membership Interests.

(c) This Agreement shall be deemed to include "qualified income offset," "minimum gain chargeback," and "partner nonrecourse debt minimum gain chargeback" provisions within the meaning of Treasury Regulations under Section 704(b) of the Code.

(d) If, during a Fiscal Year there is (i) a Transfer of a Member's Units or (ii) the admission of a Member, then profits, losses, each item thereof, and all other tax items of the Company for such Fiscal Year will be divided and allocated among the Members by taking into account their varying Membership Interests during such Fiscal Year in accordance with Code Section 706(d) and the Treasury Regulations promulgated thereunder and using any conventions permitted by law and selected by the Manager. Neither the Company, nor any Manager, nor any Member is to incur any liability for making allocations and distributions in accordance with this Section 5.01(d), whether or

not any Member, Manager, or the Company has knowledge of any transfer or ownership of any Units.

(e) All items of income, gain, loss, deduction, and credit of the Company shall be allocated among the Members for federal, state, and local income tax purposes consistent with the manner that the items are allocated among the Members pursuant to this Section, except as may otherwise be provided herein or under the Code.

(f) If any Units are redeemed by the Company ("**Redeemed Units**") or if any Restricted Incentive Units fail to vest and are forfeited ("**Lost Incentive Units**"), the Company shall make special allocations or deductions, as determined by the Manager in consultation with the Company's legal counsel or accountants, to unwind the allocations of items of income, gain, loss, deduction, and credit to the Redeemed Units or Lost Incentive Units, as applicable.

ARTICLE VI
Distributions

Section 6.01 Distributions.

(a) Subject to Section 6.01(b) and Section 6.03, Distributions of available cash shall be made to the Members at the times and in the aggregate amounts determined by the Manager. Such Distributions shall be paid to the Members pro rata in accordance with their respective Membership Interests, subject to Section 6.02.

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any Distribution to the Members if such Distribution would violate Section 18-607 of the Delaware Act or other Applicable Law.

Section 6.02 Limitations on Distributions to Incentive Units.

(a) No Distribution (other than Distributions pursuant to Section 6.03) shall be made to a Member on account of its Restricted Incentive Units. Any amount that would otherwise be Distributed to such a Member but for the application of the preceding sentence shall instead be retained in a segregated Company account to be Distributed to such Member if, as, and when the Restricted Incentive Unit to which such retained amount relates vests pursuant to Section 2.03(b). Any retained amount in the segregated Company account that relates to Lost Incentive Units shall be transferred from the segregated account to an operating account of the Company, provided that the Manager approves of the transfer.

(b) It is the intention of the parties to this Agreement that Distributions to any Service Provider with respect to its Incentive Units be limited to the extent necessary so that the related Membership Interest constitutes a Profits Interest. In furtherance of the foregoing, and notwithstanding anything to the contrary in this Agreement, the Manager shall, if necessary, limit any Distributions to any Service Provider with respect to its Incentive Units so that such Distributions do not exceed the available profits in respect of

such Service Provider's related Profits Interest. Available profits shall include the aggregate amount of profit and unrealized appreciation in all of the assets of the Company between the date of issuance of such Incentive Units and the date of such Distribution. In the event that a Service Provider's Distributions and allocations with respect to its Incentive Units are reduced pursuant to the preceding sentence, an amount equal to such excess Distributions shall be treated as instead apportioned to the holders of Class A Units, Class B Units, and eligible Incentive Units.

Section 6.03 Tax Advances.

(a) Subject to any restrictions in any of the Company's or any Company Subsidiary's applicable debt-financing arrangements, and subject to the Manager's sole discretion to retain any other amounts necessary to satisfy the Company's or the Company Subsidiaries' obligations, at least 5 days before each date prescribed by the Code for a calendar-year taxpayer to pay quarterly installments of estimated tax, the Company shall use commercially reasonable efforts to Distribute cash to each Member in proportion to and to the extent of such Member's Quarterly Estimated Tax Amount for the applicable calendar quarter (each such Distribution, a "**Tax Advance**").

(b) Any Distributions made pursuant to this Section 6.03 shall be treated for purposes of this Agreement as advances on Distributions pursuant to Section 6.01 and shall reduce, dollar-for-dollar, the amount otherwise Distributable to such Member pursuant to Section 6.01.

Section 6.04 Withholding.

(a) Withholding Advances. The Company is hereby authorized at all times to make payments ("**Withholding Advances**") with respect to each Member in amounts required to discharge any obligation of the Company (as determined by the Manager based on the advice of the Company's legal counsel or accountants) to withhold or make payments to any federal, state, local, or foreign taxing authority (a "**Taxing Authority**") with respect to any Distribution or allocation by the Company of income or gain to such Member (including payments made pursuant to Code Section 6225 and allocable to a Member as determined by the Manager in its sole discretion) and to withhold the same from Distributions to such Member. Any funds withheld from a Distribution by reason of this Section 6.04(a) shall nonetheless be deemed Distributed to the Member in question for all purposes under this Agreement and, at the option of the Manager, shall be charged against the Member's Capital Account.

(b) Indemnification. Each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability with respect to taxes, interest, or penalties which may be asserted by reason of the Company's failure to deduct and withhold tax on amounts Distributable or allocable to such Member. The provisions of this Section 6.04(b) shall survive the termination, dissolution, liquidation, and winding up of the Company and the withdrawal of such Member from the Company or Transfer of its Units. The Company may pursue and enforce all rights and remedies it may have against each Member under this Section 6.04.

(c) Overwithholding. Neither the Company nor the Manager shall be liable for any excess taxes withheld in respect of any Distribution or allocation of income or gain to a Member. In the event of an overwithholding, a Member's sole recourse shall be to apply for a refund from the appropriate Taxing Authority.

ARTICLE VII
Transfers

Section 7.01 General Restrictions on Transfer.

(a) Except as permitted pursuant to Section 7.02 and Section 7.03, no Member shall Transfer all or any portion of its Units, except with the written consent of Members holding 67% of the Membership Interests. No Transfer of Units to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with Section 3.01 hereof.

(b) Notwithstanding any other provision of this Agreement (including Section 7.02), each Member agrees that it will not Transfer all or any portion of its Units, and the Company agrees that it shall not issue any Units:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Units, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer or issuance would cause the Company to be considered a "publicly traded partnership" under Section 7704(b) of the Code within the meaning of Treasury Regulation Section 1.7704-1(h)(1)(ii), including the look-through rule in Treasury Regulation Section 1.7704-1(h)(3);

(iii) if such Transfer or issuance would affect the Company's existence or qualification as a limited liability company under the Delaware Act;

(iv) if such Transfer or issuance would cause the Company to lose its status as a partnership for federal income tax purposes;

(v) if such Transfer or issuance would cause the Company to be required to register as an investment company under the Investment Company Act of 1940, as amended; or

(vi) if such Transfer or issuance would cause the assets of the Company to be deemed "Plan Assets" as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any "prohibited transaction" thereunder involving the Company.

(c) Any Transfer or attempted Transfer of any Units in violation of this Agreement shall be null and void; no such Transfer shall be recorded on the Company's books; and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue to be treated) as the owner of such Units for all purposes of this Agreement.

Section 7.02 Permitted Transfers. Any Member holding Class A Units or Class B Units may, without the consent of any other Member, Transfer all or any portion of its Class A Units or Class B Units to any of the following (each, a "**Permitted Transferee**," and any such Transfer to a Permitted Transferee is a "**Permitted Transfer**"):

(a) An Affiliate of such Member; or

(b) (i) Such Member's spouse, parent, siblings, descendants (including adoptive relationships and stepchildren), and the spouses of each such natural persons (collectively, "**Family Members**"); (ii) a trust under which the distribution of Units may be made only to such Member and/or any Family Member of such Member; (iii) a charitable remainder trust, the income from which will be paid to such Member during the Member's life; (iv) a corporation, partnership, or limited liability company, the stockholders, partners, or members of which are only such Member and/or Family Members of such Member; or (v) by will or by the laws of intestate succession, to such Member's executors, administrators, testamentary trustees, legatees, distributees, or beneficiaries.

Section 7.03 Right of First Refusal. Each Member shall have a right of first refusal on any Transfer of all or any portion of the Units (the "**Offered Units**") held by any other Member (the "**Offering Member**") to any Person, *except, however*, no Member shall have a right of first refusal on any Permitted Transfer under Section 7.02 or any Transfer made in connection with an instrument that secures a debt or obligation owed by the Company. Moreover, no Member that is in breach of any material provision of this Agreement shall have the right of first refusal under this Section. When the Offering Member receives an offer, letter of intent, memorandum of understanding, or proposal for any of its Units that the Offering Member finds acceptable (the "**Offer**"), the Offering Member will first offer the Offered Units to the other Members in accordance with the following provisions of this Section.

(a) Notice. The Offering Member must first give written notice of the Offer (the "**Offer Notice**") to all the other Members and the Manager, within five business days of receipt of the Offer, specifying: (i) the number of Offered Units to be sold by the Offering Member; (ii) the name of the Person who has offered to purchase the Offered Units; (iii) the purchase price and other material terms and conditions of the Offer, including a description of any non-cash consideration in sufficient detail to permit the valuation thereof; and (iv) the proposed date, time, and location of the closing of the Transfer, which shall not be less than 60 days from the date the Offer Notice is given.

(b) Exercise. Any Member may elect to purchase all, but not less than all, of the Offered Units according to the terms of the Offer Notice, *except* as modified pursuant to Section 7.03(d) below (an "**Exercising Member**"). An Exercising Member shall

exercise its right to purchase the Offered Units by giving notice of intent to purchase to all the other Members and the Manager within 20 days of receiving the Offer Notice. If two or more Exercising Members exercise their right to purchase the Offered Units, the Offered Units shall be apportioned among the Exercising Members pro rata in accordance with their Units, *except, however*, the Exercising Members' pro rata shares of the Offered Units shall be adjusted up or down, as necessary, to allow for the apportionment of the Offered Units in whole numbers. Notwithstanding the foregoing, the Exercising Members may agree to any apportionment of the Offered Units.

(c) Forfeiture. An Exercising Member shall forfeit the right to purchase any Offered Units if it fails to close on the purchase by the deadline set forth in Section 7.03(f). In the event an Exercising Member forfeits its right to purchase under this Section 7.03(c), the forfeiting Exercising Member's portion of the Offered Units shall be apportioned to the other Exercising Members, if any, pursuant to Section 7.03(b).

(d) Payment. An Exercising Member may pay for its portion of the Offered Units either:

(i) according to the payment terms specified in the Offer Notice; or

(ii) with cash, which includes wire or electronic funds transfer.

(e) Financing. An Exercising Member may finance the purchase of its portion of the Offered Units with a loan; *provided, however*, the loan may not be secured by any Units or any property of the Company, and the loan may not violate any agreement or covenant binding the Company, the Exercising Member, the other Members, or the Manager.

(f) Closing. The closing of any purchase of Offered Units by Exercising Members will occur remotely if possible, through a customary closing escrow agent if practicable, or at the Company's principal office or such other location as the Exercising Members and the Offering Member mutually agree. The closing will occur within 40 days from the date the Offer Notice was given; *provided, however*, the deadline shall be extended by seven days if an Exercising Member forfeits its right to purchase the Offered Units under Section 7.03(c), so as to allow the other Exercising Members to purchase the forfeiting Exercising Member's portion of the Offered Units; and *further provided* that the Offering Member and all the Exercising Members may agree to extend the closing deadline to a later, specified date.

(g) Transfer Pursuant to Offer. If no Member exercises the right to purchase the Offered Units, the Offering Member may Transfer the Offered Units to the Person identified in the Offer Notice for the purchase price and on the terms specified therein. The closing of the Transfer must occur within 120 days of the date the Offer Notice was given. Otherwise, the Offering Member must give a new Offer Notice pursuant to Section 7.03(a).

ARTICLE VIII
Management

Section 8.01 Management of the Company.

(a) Subject to the provisions of Section 8.02 and except as otherwise provided by the Delaware Act, the business, property, and affairs of the Company shall be managed by the Manager. The actions of the Manager taken in accordance with the provisions of this Agreement shall bind the Company. No Member of the Company shall have any authority or right to act on behalf of or bind the Company, unless otherwise provided herein or unless specifically authorized by the Manager pursuant to a duly adopted resolution expressly authorizing such action. The initial manager of the Company is Cardone Ventures, LLC.

(b) Notwithstanding anything herein to the contrary, the Members acknowledge and agree that the Manager has the authority to take all actions that are reasonable or necessary to get the Members' equity in the Company listed on a national securities exchange ("**Listing Authority**"), including, without limitation, merging, consolidating, converting, or restructuring the Company and any Company Subsidiaries into a corporation (with or without subsidiaries) whose stock is or is intended to be traded on a national securities exchange ("**Successor Corporation**"); converting or exchanging the Members' Membership Interests into shares of stock in the Successor Corporation; preparing and filing articles of incorporation for the Successor Corporation and, if applicable, its Affiliates; preparing and adopting bylaws for the Successor Corporation and, if applicable, its Affiliates; preparing and filing all forms required by the Securities and Exchange Commission, any other Governmental Authority, and any stock exchange to qualify for listing on a national securities exchange; and executing any other contracts or agreements and filing any forms or applications that are incidental or necessary to listing the Members' equity in the Company on a national securities exchange. In exercising the Listing Authority, the Manager shall not cause the Members holding Class A Units to have their ownership in the Successor Corporation be diluted in an amount that is disproportionately greater than the amount of dilution in the Successor Corporation experienced by the Members holding Class B Units, and the Manager shall not reduce or dilute the voting rights of the Members holding Class A Units in the Successor Corporation unless the voting rights of the Members holding Class B Units are subject to the same or greater reduction or dilution. By executing this Agreement, each Member approves and consents to the Manager's exercise of the Listing Authority and all of the Manager's actions that it takes pursuant thereto. In addition, the Members covenant and agree to execute any and all documents, forms, applications, and agreements that are reasonable, incidental, or necessary to listing the Company's equity on a national securities exchange.

Section 8.02 Actions Requiring Approval of Members. Subject to Section 8.01(b), without the written approval of Members holding 88% of the Membership Interests, the Company shall not, and shall not enter into any commitment to:

(a) Amend, modify, or waive any provisions of the Certificate of Formation or this Agreement; *provided* that the Manager may, without the consent of the other Members, amend the Members Schedule following any new issuance, redemption, repurchase, or Transfer of Units in accordance with this Agreement.

(b) Authorize additional Units, Equity Securities, or other securities, or admit additional Members to the Company, except the Company may admit: (i) NFLAA and any Affiliates of NFLAA pursuant to Section 2.02(b); (ii) Service Providers who receive Incentive Units pursuant to the Incentive Plan; and (iii) other additional Members in connection with a Transfer of Units that complies with the applicable provisions of ARTICLE VII and Section 3.01(b).

(c) Incur any indebtedness; pledge or grant Liens on any assets; provide money or anything of value to a third party (whether as a gift or in exchange for products or services); or guarantee, assume, endorse, or otherwise become responsible for the obligations of any other Person, in the aggregate at any time outstanding as to a single transaction or a series of related transactions, in excess of the greater of: (i) $10,000,000, or (ii) the product of 5 and the Company's trailing 12 months' operating income.

(d) Make any loan or advance to, or a capital contribution or investment in, any Person, in the aggregate at any time outstanding as to a single transaction or a series of related transactions, in excess of the greater of: (i) $10,000,000, or (ii) the product of 5 and the Company's trailing 12 months' operating income.

(e) Enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange, or other disposition (including by merger, consolidation, sale of stock, or sale of assets) by the Company of any assets and/or equity interests, other than sales of inventory in the ordinary course of business consistent with past practice.

(f) Settle any lawsuit, action, dispute, or other proceeding, or assume any liability that is not otherwise subject to this Section 8.02, with a settlement or liability amount in excess of $1,000,000, or agree to the provision of any equitable relief by the Company.

(g) Dissolve, wind up, or liquidate the Company, or initiate a bankruptcy proceeding involving the Company.

Section 8.03 Officers. The Manager may appoint one or more individuals as officers of the Company (the "**Officers**") as the Manager deems necessary or desirable to carry on the business of the Company and may delegate to such Officers such power and authority as the Manager deems advisable. An Officer is not required to be a Member of the Company. Any individual may hold two or more offices of the Company. Each Officer shall hold office until a successor is designated by the Manager or until the Officer's earlier death, resignation, or removal. Any Officer may resign at any time upon written notice to the Manager. Any Officer may be removed by the Manager at any time, with or without cause. A vacancy in any office

occurring because of death, resignation, removal, or otherwise may, but need not, be filled by the Manager.

Section 8.04 Replacement and Resignation of Manager. The Manager may be removed at any time, with or without cause, by the Members holding 67% of the Membership Interests. The Manager may resign at any time by delivering a written resignation to the Company, which resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of a particular event. Following the Manager's removal or resignation, a successor Manager shall be elected by the affirmative vote of the Members holding 67% of the Membership Interests. The removal of the Manager shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of such Member from the Company.

ARTICLE IX
No Personal Liability, Exculpation, and Indemnification

Section 9.01 No Personal Liability: Members; Manager.

(a) Except as otherwise provided in the Delaware Act, by Applicable Law, or expressly in this Agreement, no Member will be obligated personally for any debt, obligation, or liability of the Company or other Members, whether arising in contract, tort, or otherwise, solely by reason of being a Member.

(b) Except as otherwise provided in the Delaware Act, by Applicable Law, or expressly in this Agreement, no Manager will be obligated personally for any debt, obligation, or liability of the Company, whether arising in contract, tort, or otherwise, solely by reason of being a Manager.

Section 9.02 Exculpation of Covered Persons.

(a) Covered Persons. As used herein, the term "Covered Person" shall mean (i) each Member; (ii) each officer, director, stockholder, partner, member, Affiliate, employee, agent, or representative of each Member; and (iii) the Manager.

(b) Standard of Care. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage, or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in its capacity as a Covered Person, so long as such action or omission does not constitute fraud or willful misconduct by such Covered Person.

(c) Good Faith Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports, or statements (including financial statements and information, opinions, reports, or statements as to the value or amount of the assets, liabilities, profits, or losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) one or more Officers or employees of the Company; (ii) any attorney, independent accountant,

appraiser, or other expert or professional employed or engaged by or on behalf of the Company; or (iii) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in § 18-406 of the Delaware Act.

Section 9.03 Liabilities and Duties of Covered Persons.

(a) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligation of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

(b) Duties. Whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), such Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.

Section 9.04 Freedom to Engage in Other Opportunities; Non-Compete. Each Member and the Manager (and each of their respective Affiliates) may engage, or acquire and retain an interest, in any other business ventures (including future ventures), transactions, or other opportunities of any kind, nature, or description (independently or with others) as long as those ventures, transactions, or other opportunities are not Competitive Opportunities (as defined below) ("**Other Opportunities**"), without having any fiduciary duty or other obligation (a) to notify the Company or the Members of any aspect of those Other Opportunities; (b) to pursue or undertake those Other Opportunities on behalf of the Company or the Members; (c) to offer (or otherwise make available to) the Company or the Members any interest in those Other Opportunities; or (d) to share with the Company or the Members any of the income, profits, or rewards derived from those Other Opportunities. If a Member or the Manager (or any of their Affiliates) takes advantage of any Other Opportunity, either alone or with another Person (including entities in which that Person has an interest), and does not offer that Other Opportunity to the Company or the Members, that Person will not be liable to the Company or to the Members for any lost opportunity of the Company. In addition, the Company renounces any interest or expectancy of the Company in, or in being offered an opportunity to participate in, Other Opportunities that may from time to time be presented to its Members and Manager (and

their respective Affiliates), other than those such Persons who are employees of the Company. No amendment or repeal of this Section will apply to or have any effect on the liability of any Member, the Manager, or any Affiliate of a Member or the Manager with respect to any Other Opportunities of which such Person becomes aware prior to such amendment or repeal. The term "**Competitive Opportunities**" means any opportunities to invest in or own any business, other than the Company, that provides antiaging therapy, growth hormone releasing peptides, IV nutrient therapy (including Exosomes), nutraceutical imbalance therapies, and methylation therapy as its primary services ("**Competitive Services**"), that derives at least 70% of its revenue from Competitive Services, and that provides, or plans to provide, directly or through Affiliates, Competitive Services in multiple states in the United States. Notwithstanding the foregoing, Competitive Opportunities exclude: (x) stock ownership in any publicly-traded company that is less than 5% of the company's total issued and outstanding shares of stock, (y) services to Advanced Medical Integration, LLC, a Florida limited liability company; Azon Medical, LLC, a Delaware limited liability company; and Doctor's Vendor Network, LLC, a Florida limited liability company, and (z) business or consulting services provided by Cardone Ventures, LLC in the ordinary course of its business. The Manager, the Members, and their Affiliates are prohibited from pursuing or engaging in any Competitive Opportunities.

Section 9.05 Other Agreements. Notwithstanding anything herein to the contrary, the provisions of Section 9.01, Section 9.02, Section 9.03, and Section 9.04 are subject to any other agreements that are binding on any of the Members or the Manager.

Section 9.06 Transactions with Covered Persons. Notwithstanding that it may constitute a conflict of interest, any Covered Person and the Company may engage in any transaction (including the purchase, sale, lease, or exchange of any property, the making of any loans, the rendering of any other service, and the establishment of any salary, other compensation, or other terms of employment) with the Company so long as such transaction is disclosed to all the Members.

Section 9.07 Indemnification.

(a) To the fullest extent permitted under the Delaware Act, as the same now exists or may hereafter be amended, substituted, or replaced (but, in the case of any such amendment, substitution, or replacement, only to the extent that such amendment, substitution, or replacement permits the Company to provide broader indemnification rights than the Delaware Act permitted the Company to provide prior to such amendment, substitution, or replacement), any Covered Person shall be entitled to indemnification and reimbursement of reasonable expenses from the Company for and against any loss, damage, claim, or expense (including reasonable attorneys' fees) (collectively, "**Losses**") whatsoever incurred by the Covered Person relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence) performed or omitted by any Covered Person on behalf of the Company; *provided*, however, that (i) any indemnity under this Section 9.07 shall be provided out of and to the extent of the Company assets only, and neither any Member nor any other Person shall have any personal liability to contribute to such indemnity by the Company; (ii) such Covered Person acted in good faith and, with respect to any criminal proceeding, did not know the

conduct was unlawful; and (iii) such Covered Person's conduct did not constitute fraud or willful misconduct.

(b) Upon receipt by the Company of a written undertaking by or on behalf of the Covered Person to repay such amounts if it is finally judicially determined that the Covered Person is not entitled to indemnification under this Section 9.07, the Company shall advance, to the extent reasonably required, each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend, or defending any claim, lawsuit, or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 9.07.

(c) To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Manager may determine; *provided*, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(d) If this Section 9.07 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 9.07 to the fullest extent permitted by any applicable portion of this Section 9.07 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(e) No amendment, modification, or repeal of this Section 9.07 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification, or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

ARTICLE X
Accounting and Tax Matters

Section 10.01 Inspection Rights. Upon reasonable notice from a Member, the Company shall afford the Member access during normal business hours to the corporate, financial, and similar books, records, reports, and documents of the Company, and shall permit the Member to examine such documents and make copies thereof.

Section 10.02 Company Accounting. The Company shall keep books of account consistent with any method authorized or required by the Code and as determined by the Manager. The Company shall close and balance the books at the end of each Fiscal Year.

Section 10.03 Income Tax Status. It is the intent of this Company and the Members that this Company shall be treated as a partnership for federal, state, and local income tax purposes. No Manager or Member may take any action that would be inconsistent with the treatment of the Company as a limited liability company under the Delaware Act and as a partnership for tax purposes, and this Agreement will not be construed to suggest otherwise.

Section 10.04 Partnership Representative. The Manager shall promptly appoint a partnership representative as provided in Code Section 6223 (the "**Partnership Representative**") whenever the position becomes vacant, and the Manager may appoint itself as the Partnership Representative. The Partnership Representative shall have all powers needed to perform fully under Section 10.04 and Section 10.05, including the power to retain attorneys and accountants at the Company's expense. The Partnership Representative shall use reasonable efforts to comply with its responsibilities and in so doing will incur no liability to the Company, the Manager, or any Member to the fullest extent permitted by Applicable Law. The Company shall reimburse the Partnership Representative for reasonable expenses incurred in its capacity as such. The Partnership Representative shall give the Manager and Members as much advanced notice as reasonably possible of all the actions it takes. The Partnership Representative can be removed at any time by the Manager or Members holding 67% of the Membership Interests. The Partnership Representative may resign at any time.

Section 10.05 Tax Examinations; Elections; Audit Procedures.

(a) Tax Examinations and Audits. The Partnership Representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations and audits of the Company's affairs by any Taxing Authority, including any resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Partnership Representative shall promptly notify the Manager and Members if any tax return of the Company is audited or upon the receipt of a notice of final partnership administrative adjustment or final partnership adjustment. Without the consent of the Manager, the Partnership Representative shall not extend the statute of limitations, file a request for administrative adjustment, file suit relating to any Company tax refund or deficiency, or enter into any settlement agreement relating to items of income, gain, loss, or deduction of the Company with any Taxing Authority.

(b) Elections. The Partnership Representative shall cause the Company to annually elect out of the Centralized Partnership Audit Regime pursuant to Code Section 6221(b) to the extent permitted by Applicable Law. For any year in which Applicable Law does not permit the Company to elect out of the Centralized Partnership Audit Regime, the Partnership Representative shall cause the Company to elect the alternative procedure under Code Section 6226 within 45 days of any notice of final partnership adjustment, and the Partnership Representative shall furnish to the Internal Revenue Service, the Manager, and each Member (including former Members) during the year or

years to which the notice of final partnership adjustment relates a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment.

(c) Procedures under Section 6225. If the Company does not, for any reason, properly elect the alternative procedure under Code Section 6226, the Partnership Representative will, as directed by the Manager, either (i) file a petition for readjustment in the Tax Court, federal district court, or the Court of Federal Claims, or (ii) cause the Company to pay the imputed underpayment under Code Section 6225. If the Company pays the imputed underpayment under Code Section 6225, the Members (including former Members) shall take such actions as requested by the Partnership Representative, including filing amended tax returns and paying any tax due under Code Section 6225(c)(2)(A) or paying any tax due and providing applicable information to the Internal Revenue Service under Code Section 6225(c)(2)(B). The Company shall use commercially reasonable efforts to make any modifications available under Code Section 6225(c)(3), (4), and (5). The Partnership Representative shall equitably apportion any imputed underpayment among the Members (including former Members) based on the Membership Interests they held in the year giving rise to the imputed underpayment. In determining each Member's share of an imputed underpayment, the Partnership Representative shall take into account (by reducing the amount of an underpayment apportioned to a Member) any modifications to the imputed underpayment attributable to a Member under Code Section 6225(c)(2), (3), (4), or (5). The Partnership Representative shall seek payment from the Members (and former Members) for the amount of the imputed underpayment attributable to that Member or former Member, and each such Member agrees to pay such amount to the Company. Any such payment made by a Member shall not be treated as a Capital Contribution. Any amount not paid by a Member or former Member within 30 days of a request by the Partnership Representative shall accrue interest at an annual rate of 12%.

Section 10.06 Tax Returns.

(a) At the expense of the Company, the Manager will cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company owns property or does business. As soon as reasonably possible after the end of each Fiscal Year, but no later than March 1st (unless the Company files a timely request to extend its deadline to file Form 1065), the Company will deliver to each Person who was a Member at any time during the Fiscal Year, IRS Schedule K-1 to Form 1065 and other information with respect to the Company as may be necessary for the preparation of the Person's federal, state, and local income tax returns for the Fiscal Year.

(b) Each Member agrees not to treat any Company item on its federal, state, foreign, or other income tax return inconsistently with the treatment of the item on the Company's return. Any deficiency for taxes imposed on any Member (including penalties, additions to tax, or interest imposed with respect to such taxes and any taxes imposed pursuant to Code Section 6226) will be paid by such Member and, if required to be paid (and actually paid) by the Company, will be recoverable from such Member.

Section 10.07 Partnership Representative's Discretion. Except as otherwise provided herein, the Partnership Representative shall have sole discretion to make any determination regarding income tax elections it deems advisable on behalf of the Company; provided that the elections do not violate this Agreement or the Company's accounting methods or policies.

Section 10.08 Savings Clause. Notwithstanding any other provision in this Agreement, the Company may adjust the Company's accounting methods or policies without providing prior notice to the Members if an adjustment is necessary to comply with the Code or Treasury Regulations. If the Company adjusts its accounting methods or policies pursuant to this Section 10.08, the Manager will deliver to each Member notice thereof within a reasonable amount of time.

ARTICLE XI
Dissolution and Liquidation

Section 11.01 Events of Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

(a) An election to dissolve the Company made by holders of 88% of the Membership Interests;

(b) The sale, exchange, involuntary conversion, or other disposition or transfer of all or substantially all the assets of the Company; or

(c) The entry of a decree of judicial dissolution under § 18-802 of the Delaware Act.

Section 11.02 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the event described in Section 11.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 11.03, and the Certificate of Formation shall have been cancelled as provided in Section 11.04.

Section 11.03 Liquidation. If the Company is dissolved pursuant to Section 11.01, the Company shall be liquidated and its business and affairs wound up in accordance with the Delaware Act and the following provisions:

(a) The Manager, or another Person selected by the Manager, shall act as liquidator to wind up the Company (the "**Liquidator**"). The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities, and operations through

the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.

(c) The Liquidator shall liquidate the assets of the Company and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) First, to the payment of the Company's debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) Second, to the establishment of and additions to reserves that are determined by the Manager to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and

(iii) Third, to the Members in the same manner as Distributions are made under Section 6.01.

Section 11.04 Required Filings. Upon completion of the winding up of the Company, the Liquidator shall make all necessary filings required by the Delaware Act.

ARTICLE XII
Definitions

Section 12.01 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section 12.01:

(a) "**Affiliate**" means, with respect to any Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person. For purposes of this definition, "**control**" when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract, or otherwise; and the terms "**controlling**" and "**controlled**" shall have correlative meanings.

(b) "**Applicable Law**" means all applicable provisions of (i) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders of any Governmental Authority; (ii) any consents or approvals of any Governmental Authority; and (iii) any orders, decisions, advisory, or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

(c) "**Centralized Partnership Audit Regime**" means Code Sections 6221 through 6241, as originally enacted in P.L. 114-74, and as may be amended, and including any Treasury Regulations or other administrative guidance promulgated thereunder.

(d) "**Certificate of Formation**" means the certificate of formation filed with the Delaware Secretary of State on June 1, 2021.

(e) "**Code**" means the Internal Revenue Code of 1986, as amended.

(f) "**Company Subsidiary**" means a Subsidiary of Company.

(g) "**Delaware Act**" means the Delaware Limited Liability Company Act and any successor statute, as it may be amended from time to time.

(h) "**Distribution**" means a distribution made by the Company to a Member, whether in cash, property, or securities of the Company and whether by liquidating distribution or otherwise; *provided*, that none of the following shall be a Distribution: (i) any redemption or repurchase by the Company or any Member of any Units; (ii) any recapitalization or exchange of securities of the Company; (iii) any subdivision (by a split of Units or otherwise) or any combination (by a reverse split of Units or otherwise) of any outstanding Units; or (iv) any fees or remuneration paid to any Member in such Member's capacity as a Service Provider for the Company or a Company Subsidiary. "**Distribute**," when used as a verb, shall have a correlative meaning.

(i) "**Electronic Transmission**" means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

(j) "**Equity Securities**" means any and all Units of the Company and any securities of the Company convertible into, exchangeable for, or exercisable for, such Units, including, without limitation, any warrants or other rights to acquire such Units.

(k) "**Estimated Tax Amount**" of a Member for a Fiscal Year means the product of 0.4 multiplied by the Member's allocated profits and losses under ARTICLE V for such Fiscal Year as estimated in good faith by the Manager; *provided*, however, the Estimated Tax Amount cannot be less than $0. In making such estimate, the Manager shall take into account amounts shown on Internal Revenue Service Form 1065 filed by the Company and similar state or local forms filed by the Company for the preceding taxable year and such other adjustments as in the reasonable business judgment of the Manager are necessary or appropriate to reflect the estimated operations of the Company for the Fiscal Year.

(l) "**Fiscal Year**" means the calendar year, unless the Company is required or elects to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

(m) "**Governmental Authority**" means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the

rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

(n) "**Lien**" means any mortgage, pledge, security interest, option, right of first offer, encumbrance, or other restriction or limitation of any nature whatsoever.

(o) "**Manager**" means any Person elected as a manager of the Company as provided in this Agreement.

(p) "**Membership Interest**" means an interest in the Company owned by a Member, including such Member's right: (i) to Distributions; (ii) to the Member's allocable share of income, gains, losses, and deductions of the Company; (iii) to vote on, consent to, or otherwise participate in any decision of the Members as provided in this Agreement; and (iv) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the Delaware Act.

(q) "**Person**" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

(r) "**Quarterly Estimated Tax Amount**" of a Member for any calendar quarter of a Fiscal Year means the positive excess, if any, of (i) the product of (A) a quarter (¼) in the case of the first calendar quarter of the Fiscal Year, half (½) in the case of the second calendar quarter of the Fiscal Year, three-quarters (¾) in the case of the third calendar quarter of the Fiscal Year, and one (1) in the case of the fourth calendar quarter of the Fiscal Year and (B) the Member's Estimated Tax Amount for such Fiscal Year, minus (ii) all Distributions previously made during such Fiscal Year to such Member.

(s) "**Securities Act**" means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which shall be in effect at the time.

(t) "**Subsidiary**" means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

(u) "**Transfer**" means to sell, transfer, assign, gift, pledge, encumber, hypothecate, or similarly dispose of, directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option, or other arrangement or understanding with respect to the sale, transfer, assignment, gift, pledge, encumbrance, hypothecation, or similar disposition of, any Units or any interest (including a beneficial interest) therein. "**Transfer**" when used as a noun shall have a correlative meaning.

(v) "**Transferor**" and "**Transferee**" mean a Person who makes or receives a Transfer, respectively.

(w) **"Treasury Regulations"** means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

(x) **"Unit"** means a unit representing a fractional part of the Membership Interests of the Members, having the privileges, preference, duties, liabilities, obligations, and rights set forth in this Agreement.

ARTICLE XIII
Miscellaneous

Section 13.01 Governing Law. This Agreement 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 jurisdiction).

Section 13.02 Submission to Jurisdiction. The parties hereby agree that any suit, action, or proceeding based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, shall be brought in the federal courts of the United States of America or the courts of the State of Delaware, in each case located in the State of Delaware. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding.

Section 13.03 Attorneys' Fees. If any party commences an Action against any other party to enforce this Agreement or to obtain any other remedy in respect of any breach of this Agreement, the prevailing party in the Action shall be entitled to receive, in addition to all other damages and relief to which it may be entitled, the costs incurred by such party in the Action and all appeals therefrom, including reasonable attorneys' fees and expenses and court costs. Notwithstanding the foregoing, each party will pay up to $10,000 of its own attorneys' fees per Action without reimbursement or payment from any other party.

Section 13.04 Waiver of Jury Trial. EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 13.05 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. Nothing contained in this Section 13.05 shall diminish the waiver described in Section 13.04.

Section 13.06 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given:

(a) when delivered by hand;

(b) when received by the addressee if sent by a nationally recognized overnight courier;

(c) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or

(d) on the fourth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section:

If to the Company:	203 SE Park Plaza Dr, Ste 270 Vancouver, WA 98684 Email: brandon@cardoneventures.com Attention: Brandon Dawson
If to the Manager:	203 SE Park Plaza Dr, Ste 270 Vancouver, WA 98684 Email: brandon@cardoneventures.com
If to a Member:	To the Member's respective mailing address as set forth on the Members Schedule.

Section 13.07 Remedies. In the event of any actual or prospective breach or default by any party, the other parties shall be entitled to equitable relief, including remedies in the nature of injunction and specific performance, awarded by a court of competent jurisdiction (without being required to post a bond or other security or to establish any actual damages). In this regard, the parties acknowledge and agree that they will be irreparably damaged in the event this Agreement is not specifically enforced, since (among other things) the Units are not readily marketable. All remedies hereunder are cumulative and not exclusive, may be exercised concurrently, and nothing herein shall be deemed to prohibit or limit any party from pursuing any other remedy or relief available at law or in equity for any actual or prospective breach or default, including recovery of damages. In addition, the parties hereby waive and renounce any defense to such equitable relief that an adequate remedy at law may exist.

Section 13.08 Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable under Applicable Law in any jurisdiction, such invalidity,

illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 13.09 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Section 13.10 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by Members holding 88% of the Membership Interests. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to the Members Schedule may be made by the Manager in accordance with Section 2.01.

Section 13.11 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

Section 13.12 Counterparts. This Agreement 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.

Section 13.13 Entire Agreement. Subject to any other binding written agreements relating to the issuance of Units to any Member or the provision of services by any Member to the Company and further subject to any agreement contemplated under Section 9.05, this Agreement, together with the Certificate of Formation and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

Section 13.14 No Third-Party Beneficiaries. Except as provided in ARTICLE IX, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

The Company:

10X Health Ventures, LLC, a Delaware limited liability company
By: Cardone Ventures, LLC, its Manager

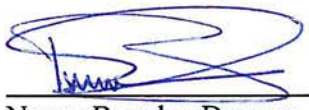
Name: Brandon Dawson

Title: CEO of Cardone Ventures, LLC

Date: 9-16-2

The Members:

Cardone Ventures, LLC



Name: Brandon Dawson

Title: CEO

Date: 9-16-21

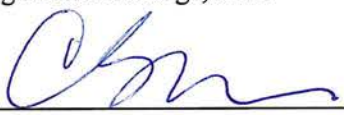
IJS Presentations, LLC

Name: Gary Brecka

Title: Sole Member

Date: 9/16/2021

Turning Point Holdings, LLC



Name: Cicely S. Workinger

Title: Sole Member

Date: 9/16/2021

EXHIBIT A

FORM OF JOINDER AGREEMENT

This Joinder Agreement (this "**Agreement**") is entered into as of [DATE] by and among 10X Health Ventures, LLC, a Delaware limited liability company (the "**Company**") and the new Member whose signature appears below (the "**New Member**"). Unless otherwise defined in this Agreement, capitalized terms used in this Agreement have the meanings ascribed to them in the Operating Agreement of 10X Health Ventures, LLC, as it may be amended (the "**LLC Agreement**").

Pursuant to Section 3.01(b) of the LLC Agreement, the New Member acknowledges it received and reviewed a complete copy of the LLC Agreement and agrees that upon execution of this Agreement, the New Member shall become a party to the LLC Agreement and shall be fully bound by, and subject to, all of the covenants, terms, and conditions of the LLC Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a Member for all purposes thereof and entitled to all the rights incidental thereto, and shall hold [insert number of Units] [Class A/Class B/Incentive] Units.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

10X Health Ventures, LLC
By: Cardone Ventures, LLC, its Manager

_____
Name: Brandon Dawson
Title: CEO of Cardone Ventures, LLC

New Member

_____
[Insert Member's name]

[Acknowledgement and Agreement of [Spouse/Domestic Partner]

I, the undersigned, am the spouse/domestic partner of the New Member. I have read the LLC Agreement, and I agree to be bound thereby.

By: _____

Name: _____

OR

Declaration of Unmarried Status

I, [New Member's Name], hereby declare that I am not married and do not have a domestic partner as of the date hereof.

By: _____

Name: _____]

SCHEDULE I

MEMBERS SCHEDULE

Member Name, Address, and Email	Capital Contribution	Class A Units & Membership Interest	Class B Units & Membership Interest	Incentive Units & Membership Interest
Cardone Ventures LLC Attn: Brandon Dawson, CEO 203 SE Park Plaza Dr, Ste 270 Vancouver, WA 98684 brandon@cardoneventures.com	$1,000,000 as follows: $250,000 paid directly to Streamline Medical Group Naples LLC ("**SMGN**") or its designee, and the remainder contributed to the Company, or paid directly to SMGN or its designee, at times and in sufficient amounts to make timely installment payments under paragraph 4.1 of the Asset Purchase Agreement dated September 16, 2021.		69,500 82%	
IJS Presentations, LLC 893 Vanderbilt Beach Road Naples, FL 34108 gary@streamlinemedicalgroup.com	None	11,000 11%		
Turning Point Holdings, LLC 893 Vanderbilt Beach Road Naples, FL 34108 sage@streamlinemedicalgroup.com	None	7,000 7%		

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Case No. 2025-0290-

EXHIBIT B

10X Health Ventures, LLC,

a Delaware Limited Liability Company

AMENDED AND RESTATED OPERATING AGREEMENT

Dated as of November 22, 2024

THE MEMBERSHIP INTERESTS REPRESENTED BY THIS AMENDED AND RESTATED OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH INTERESTS MAY NOT BE OFFERED, SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

AMENDED AND RESTATED OPERATING AGREEMENT
OF
l0X HEALTH VENTURES, LLC

This Amended and Restated Operating Agreement (this **"Agreement")** of l0X Health Ventures, LLC, a Delaware limited liability company (the **"Company"**), (a) is effective as of November 22, 2024 and is by and among the Company and any other Person who, after the date hereof, becomes a Member in accordance with the terms of this Agreement (collectively, the **"Members"**), and (b) amends and restates the Original Operating Agreement (as defined below). Unless otherwise noted or defined elsewhere in this Agreement, capitalized terms used in this Agreement have the meanings ascribed herein, as more fully set forth in ARTICLE XII.

RECITALS

WHEREAS, the Members entered into that certain Operating Agreement of the Company, dated September 16, 2021 (the "**Original Operating Agreement**"); and

WHEREAS, the Members desire to amend and restate in its entirety the Original Operating Agreement to provide for the modifications set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the covenants contained herein, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties hereto agree that the Original Operating Agreement is hereby amended and restated in its entirety as follows:

ARTICLE I
Organizational Matters

Section 1.01 Formation. The Company was formed on June 1, 2021, pursuant to the provisions of the Delaware Act, upon the filing of the Certificate of Formation with the Secretary of State of the State of Delaware.

Section 1.02 Name. The name of the Company is 10X Health Ventures, LLC.

Section 1.03 Principal Office. The principal office of the Company is located at2920 NE 207th Street, Ste 901, Miami, FL 33180, or such other location as may from time to time be determined by the Manager. The Manager shall give prompt notice of any such change to each of the Members.

Section 1.04 Registered Office; Registered Agent.

(a) The registered office of the Company and the registered agent for service of process on the Company in the State of Delaware shall be that office and Person named in the Certificate of Formation or such other office (which need not be a place of business of the Company) or such other Person or Persons as the Manager may designate from time to time in the manner provided by Applicable Law.

(b) The registered agent of the Company in all other jurisdictions where it is required to have a registered agent shall be determined by the Manager, and the Manager may designate from time to time a different Person to serve as the Company's registered agent in any such jurisdiction in the manner provided by Applicable Law.

Section 1.05 Purpose; Powers.

(a) The purposes of the Company are to engage in any lawful act or activity for which limited liability companies may be formed under the Delaware Act and to engage in any and all activities necessary or incidental thereto.

(b) The Company shall have all the powers convenient to carry out the purposes for which it is formed, including the powers granted by the Delaware Act.

Section 1.06 Term. The term of the Company commenced on the date it was formed and shall continue perpetually or until any earlier date when the Company is terminated in accordance with the provisions of this Agreement or as provided by law.

ARTICLE II
Units

Section 2.01 Units Generally. The Membership Interests of the Members shall be represented by issued and outstanding Units. There shall be three classes of Units-Class A Units, Class B Units, and Incentive Units, and the Units shall have the privileges, preferences, duties, liabilities, obligations, and rights set forth in this Agreement. The Manager shall maintain a schedule of all Members, their respective mailing addresses, and the amount of Units held by them (the **"Members Schedule")** and shall update the Members Schedule upon the issuance or Transfer of any Units to any new or existing Member. A copy of the Members Schedule, including the issued and outstanding Units held by each Member as of the date hereof, is attached hereto as Schedule I.

Section 2.02 Authorization and Issuance of Additional Units. Subject to compliance with Section 8.02(b), the Company may authorize and issue additional Units of any class. Pursuant to Section 2.03, the Manager, in its sole and absolute discretion, may cause the Company to issue Incentive Units to Service Providers (as defined below). Any issued Incentive Units shall represent a percentage of Membership Interests that is calculated pursuant to Section 2.02(b). Incentive Units are not entitled to any votes under this Agreement.

Section 2.03 Incentive Units.

(a) The Company is hereby authorized to issue Incentive Units to Officers, employees, consultants, or other service providers of the Company or any Company Subsidiary (collectively, **"Service Providers").** The Manager is hereby authorized to adopt a written plan pursuant to which all Incentive Units shall be granted in compliance 17 C.F.R. § 230.701 or another applicable exemption (such plan as in effect from time to time, the **"Incentive Plan").** Pursuant to the Incentive Plan, the Manager is authorized to negotiate and execute, on behalf of the Company, award agreements by which Service Providers shall be granted Incentive Units (such agreements, **"Award Agreements").** Each Award Agreement shall include such

terms, conditions, rights, and obligations as may be determined by the Manager, in its sole and absolute discretion, subject to this Agreement and the Incentive Plan.

(b) The Manager shall establish such vesting criteria for the Incentive Units as it determines in its discretion and shall include such vesting criteria in the Incentive Plan and/or the applicable Award Agreement for any grant of Incentive Units. As used in this Agreement:

(i) any Incentive Units that have not vested pursuant to the terms of the Incentive Plan and any associated Award Agreement are referred to as **"Restricted Incentive Units";** and

(ii) any Incentive Units that have vested pursuant to the terms of the Incentive Plan and any associated Award Agreement are referred to as **"Unrestricted Incentive Units."**

(c) The Company and each Member hereby acknowledge and agree that, with respect to any Service Provider, such Service Provider's Incentive Units constitute a "profits interest" in the Company within the meaning of Rev. Proc. 93-27 (a **"Profits Interest"),** and that any and all Incentive Units received by a Service Provider are received in exchange for the provision of services by the Service Provider to or for the benefit of the Company in a Service Provider capacity or in anticipation of becoming a Service Provider. The Company and each Service Provider who receives Incentive Units hereby agree to comply with the provisions of Rev. Proc. 2001-43, and neither the Company nor any Service Provider who receives Incentive Units shall perform any act or take any position inconsistent with the application of Rev. Proc. 2001-43 or any future Internal Revenue Service guidance or other Governmental Authority that supplements or supersedes the foregoing Revenue Procedures.

(d) Incentive Units shall receive the following tax treatment:

(i) the Company and each Service Provider who receives Incentive Units shall treat such Service Provider as the owner of such Incentive Units from the date of their receipt, and the Service Provider receiving such Incentive Units shall take into account the allocable share of income, gains, losses, and deductions associated with the Incentive Units in computing such Service Provider's income tax liability for the entire period during which such Service Provider holds the Incentive Units.

(ii) each Service Provider that receives Incentive Units shall make a timely and effective election under Code Section 83(b) with respect to such Incentive Units if the Manager, in consultation with the Company's accountants, determines that such an election would be prudent under Rev. Proc. 93-27 and Rev. Proc. 2001-43 and so notifies the Service Provider in the Incentive Plan, Award Agreement, or separate written notice. If an election under Section 83(b) is made, the Service Provider shall promptly provide a copy to the Company. Except as otherwise determined by the Manager, both the Company and all Members shall (A) treat such Incentive Units as outstanding for tax purposes, (B) treat such Service Provider as a partner for tax purposes with respect to such Incentive Units, and (C) file all tax returns and reports consistently with the foregoing. Neither the Company nor any of its Members shall deduct any amount (as

wages, compensation, or otherwise) with respect to the receipt of such Incentive Units for federal income tax purposes.

(iii) To the extent provided for in Treasury Regulations, revenue rulings, revenue procedures, and other IRS guidance as they have or may be issued **("Safe Harbor Rules"),** each Member, by executing this Agreement, authorizes and directs the Company to elect a safe harbor under which the fair market value of any Incentive Units issued after the effective date of such Safe Harbor Rules will be treated as equal to or less than the liquidation value (within the meaning of the Safe Harbor Rules) of the Incentive Units as of the date of issuance of such Incentive Units. In the event that the Company makes a safe harbor election as described in the preceding sentence, each Member hereby agrees to comply with all safe harbor requirements with respect to Transfers of Units while the safe harbor election remains effective.

Section 2.04 Certification of Units.

(a) The Manager in its sole discretion may, but shall not be required to, issue certificates to the Members representing the Units held by such Member.

(b) In the event that the Manager shall issue certificates representing Units in accordance with Section 2.04(a), then in addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Units shall bear a legend substantially in the following form:

> THE UNITS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AN OPERATING AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECA TION, OR OTHER DISPOSITION OF THE UNITS REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH OPERATING AGREEMENT.
>
> THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED EXCEPT (i) PURSUANT TO A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS, OR (ii) PURSUANT TO AN EXEMPTION FROM REGISTRATION THEREUNDER.

ARTICLE III
Members

Section 3.01 Admission of Additional Members.

(a) Additional Members may be admitted from time to time in connection with (i) the issuance of Incentive Units by the Company pursuant to the Incentive Plan, (ii) the issuance of Class A Units or Class B Units by the Company, subject to compliance with the provisions of Section 8.02(b) to the extent they apply, or (iii) a Transfer of Units, subject to

compliance with the provisions of ARTICLE VII, and in any case, following compliance with the provisions of Section 3.01(b).

(b) In order for any Person not already a Member of the Company to be admitted as a Member, whether pursuant to an issuance or a Transfer (including a Permitted Transfer) of Units, such Person shall have executed and delivered to the Company a written undertaking substantially in the form of the Joinder Agreement attached as Exhibit A (a **"Joinder Agreement").** Upon the amendment of the Members Schedule by the Manager and the satisfaction of any other applicable conditions, including, if a condition, the receipt by the Company of payment for the issuance of the applicable Units, such Person shall be admitted as a Member, shall be a party hereto, shall be deemed listed as such on the books and records of the Company, and thereupon shall be issued its Units. The Manager shall also adjust the Capital Accounts of the Members as necessary in accordance with Section 4.01.

Section 3.02 Representations and Warranties of Members. By execution and delivery of this Agreement or a Joinder Agreement, as applicable, each of the Members, whether admitted as of the date hereof or pursuant to Section 3.01, represents and warrants to the Company and acknowledges that:

(a) The Units have not been registered under the Securities Act or the securities laws of any other jurisdiction, are issued in reliance upon federal and state exemptions for transactions not involving a public offering, and cannot be disposed of unless (i) they are subsequently registered or exempted from registration under the Securities Act and other Applicable Law, and (ii) the provisions of this Agreement have been complied with;

(b) Such Member's Units are being acquired for its own account solely for investment and not with a view to resale or distribution thereof;

(c) The execution, delivery, and performance of this Agreement have been duly authorized by such Member and do not require such Member to obtain any consent or approval that has not been obtained and do not contravene or result in a default in any material respect under any provision of any law or regulation applicable to such Member or other governing documents or any agreement or instrument to which such Member is a party or by which such Member is bound;

(d) This Agreement is valid, binding, and enforceable against such Member in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws of general applicability relating to or affecting creditors' rights or general equity principles (regardless of whether considered at law or in equity); and

(e) Neither the issuance of any Units to any Member nor any provision contained herein will entitle the Member to remain in the employment of the Company or any Company Subsidiary or affect the right of the Company or any Company Subsidiary to terminate the Member's employment at any time for any reason, other than as otherwise provided in such Member's employment agreement or other similar agreement with the Company or Company Subsidiary, if applicable.

Section 3.03 No Withdrawal; Death of Member.

(a) So long as a Member continues to hold any Units, such Member shall not have the ability to withdraw as a Member prior to the dissolution and winding up of the Company and any such withdrawal or attempted withdrawal by a Member prior to the dissolution and winding up of the Company shall be null and void. As soon as any Member ceases to hold any Units, such Person shall no longer be a Member. A Member shall not cease to be a Member as a result of the bankruptcy of such Member or as a result of any other events specified in Section 18-304 of the Delaware Act.

(b) The death of any Member shall not cause the dissolution of the Company. In such event, the Company and its business shall be continued by the remaining Member or Members and the Units owned by the deceased Member shall be automatically Transferred to Permitted Transferees pursuant to Section 7.02; *provided,* that any such Permitted Transferee shall be admitted as a Member only upon compliance with the provisions of Section 3.01(b).

Section 3.04 Voting. Except as otherwise provided by this Agreement or as otherwise required by Applicable Law, each Member holding Class A Units or Class B Units shall be entitled to vote the percentage of the Membership Interests represented by the Member's Class A Units and Class B Units, respectively, on all matters upon which the Members have the right to vote under this Agreement.

Section 3.05 Meetings.

(a) Meetings of the Members may be called by (i) the Manager or (ii) a Member or group of Members holding more than 50% of the Membership Interests. All Members shall have the right to attend meetings of the Members.

(b) Written notice stating the place, date, and time of the meeting and, in the case of a meeting of the Members not regularly scheduled, describing the purposes for which the meeting is called, shall be delivered not fewer than 3 days and not more than 60 days before the date of the meeting to each Member, by or at the direction of the Manager or the Member(s) calling the meeting, as the case may be. The Members may hold meetings at the Company's principal office or at such other place, as the Manager or the Member(s) calling the meeting may designate in the notice for such meeting.

(c) Any Member may participate in a meeting of the Members by means of which all Persons participating in the meeting can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(d) On any matter that is to be voted on by the Members, a Member may vote in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission, or as otherwise permitted by Applicable Law. Every proxy shall be revocable in the discretion of the Member executing it unless otherwise provided in such proxy; *provided,* that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation.

(e) The business to be conducted at such meeting need not be limited to the purpose described in the notice and can include other business to be conducted by the Members; *provided,* that all the Members shall have been notified of the meeting in accordance with Section 3.05(b). Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(f) A quorum of any meeting of the Members shall require the presence, whether in person or by proxy, of Members holding more than 50% of the Membership Interests. Subject to Section 3.06, no action may be taken by the Members unless the appropriate quorum is present at a meeting.

(g) Subject to Section 3.06, no action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of the Members holding more than 50% of the Membership Interests.

Section 3.06 Action Without Meeting. Notwithstanding the provisions of Section 3.05, any matter that is to be voted on, consented to, or approved by the Members may be taken without a meeting, without prior notice, and without a vote if the matter is consented to or approved, in writing or by Electronic Transmission, by a Member or Members holding not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which each Member entitled to vote on the action is present and votes. A record shall be maintained by the Manager of each such action taken by written consent of a Member or Members.

Section 3.07 No Interest in Company Property. No real or personal property of the Company shall be deemed to be owned by any Member individually, but shall be owned by, and title shall be vested solely in, the Company. Without limiting the foregoing, each Member hereby irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

ARTICLE IV
Capital Contributions; Capital Accounts

Section 4.01 Capital Contributions; Capital Accounts; No Withdrawals.

(a) The Members have committed to contribute to the Company the amounts, in the form of cash, property, services, or a promissory note or other obligation (as such amounts may be amended herein from time to time, the **"Capital Contributions")** set out in the Members Schedule. No Member is required to make additional Capital Contributions to the Company. No Member shall be required to lend any funds to the Company, and no Member shall have any personal liability for the payment or repayment of any Capital Contribution by or to any other Member.

(b) The Company shall establish and maintain for each Member a separate capital account (a **"Capital Account")** on its books and records in accordance with the provisions of Section 704(b) of the Code and Treasury Regulations Section l.704- l(b)(2)(iv). Each Capital Account shall be (i) credited by such Member's Capital Contributions to the Company and

any profits allocated to such Member in accordance with Section 5.01 and (ii) debited by any Distributions to such Member pursuant to Section 6.0l(a) and any losses allocated to such Member in accordance with Section 5.01. For purposes of maintaining the Members' Capital Accounts, profits and losses shall be determined in accordance with Treasury Regulation Section 1.704-l(b). The Capital Accounts shall be adjusted by the Manager upon the occurrence of an event described in Treasury Regulations Section 1.704-1(b)(2)(iv)(f)(5) in the manner described in Treasury Regulations Section l.704-l(b)(2)(iv)(f)(5) and (g) if the Manager determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members. In the event of a Transfer of any Units in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the transferred Units.

(c) No Member shall be entitled to withdraw any part of its Capital Account or to receive any Distribution from the Company, except as otherwise provided in this Agreement.

Section 4.02 Loans by any Member to the Company shall not be considered Capital Contributions and shall not affect the maintenance of such Member's Capital Account.

Section 4.03 The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. If the Manager determines it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases to the Capital Accounts, are computed to comply with such Treasury Regulations, the Manager may authorize such modifications.

ARTICLE V
Allocations

Section 5.01 Allocation of Profits and Losses.

(a) The Company's profits and losses (and, to the extent necessary, individual items of income, gain, loss, or deduction) for each Fiscal Year will be allocated among the Members pro rata in accordance with their Membership Interests.

(b) Notwithstanding any other provision of this Agreement, (i) "partner nonrecourse deductions" (as defined in Treasury Regulations Section 1.704-2(i)), if any, of the Company shall be allocated for each Fiscal Year to the Member that bears the economic risk of loss within the meaning of Treasury Regulations Section l.704-2(i); and (ii) "nonrecourse deductions" (as defined in Treasury Regulations Section l.704-2(b)) and "excess nonrecourse liabilities" (as defined in Treasury Regulations Section l.752- 3(a)), if any, shall be allocated among the Members pro rata pursuant to their Membership Interests.

(c) This Agreement shall be deemed to include "qualified income offset," "minimum gain chargeback," and "partner nonrecourse debt minimum gain chargeback" provisions within the meaning of Treasury Regulations under Section 704(b) of the Code.

(d) If, during a Fiscal Year there is (i) a Transfer of a Member's Units or (ii) the admission of a Member, then profits, losses, each item thereof, and all other tax items

of the Company for such Fiscal Year will be divided and allocated among the Members by taking into account their varying Membership Interests during such Fiscal Year in accordance with Code Section 706(d) and the Treasury Regulations promulgated thereunder and using any conventions permitted by law and selected by the Manager. Neither the Company, nor any Manager, nor any Member is to incur any liability for making allocations and distributions in accordance with this Section 5.0l(d), whether or not any Member, Manager, or the Company has knowledge of any transfer or ownership of any Units.

(e) All items of income, gain, loss, deduction, and credit of the Company shall be allocated among the Members for federal, state, and local income tax purposes consistent with the manner that the items are allocated among the Members pursuant to this Section, except as may otherwise be provided herein or under the Code.

(f) If any Units are redeemed by the Company **("Redeemed Units")** or if any Restricted Incentive Units fail to vest and are forfeited **("Lost Incentive Units"),** the Company shall make special allocations or deductions, as determined by the Manager in consultation with the Company's legal counsel or accountants, to unwind the allocations of items of income, gain, loss, deduction, and credit to the Redeemed Units or Lost Incentive Units, as applicable.

ARTICLE VI
Distributions

Section 6.01 Section 6.01 Distributions.

(a) Subject to Section 6.0l(b) and Section 6.03, Distributions of available cash shall be made to the Members at the times and in the aggregate amounts determined by the Manager. Such Distributions shall be paid to the Members pro rata in accordance with their respective Membership Interests, subject to Section 6.02.

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any Distribution to the Members if such Distribution would violate Section 18-607 of the Delaware Act or other Applicable Law.

Section 6.02 Limitations on Distributions to Incentive Units.

(a) No Distribution (other than Distributions pursuant to Section 6.03) shall be made to a Member on account of its Restricted Incentive Units. Any amount that would otherwise be Distributed to such a Member but for the application of the preceding sentence shall instead be retained in a segregated Company account to be Distributed to such Member if, as, and when the Restricted Incentive Unit to which such retained amount relates vests pursuant to Section 2.03(b). Any retained amount in the segregated Company account that relates to Lost Incentive Units shall be transferred from the segregated account to an operating account of the Company, provided that the Manager approves of the transfer.

(b) It is the intention of the parties to this Agreement that Distributions to any Service Provider with respect to its Incentive Units be limited to the extent necessary so that the related Membership Interest constitutes a Profits Interest. In furtherance of the foregoing,

and notwithstanding anything to the contrary in this Agreement, the Manager shall, if necessary, limit any Distributions to any Service Provider with respect to its Incentive Units so that such Distributions do not exceed the available profits in respect of such Service Provider's related Profits Interest. Available profits shall include the aggregate amount of profit and unrealized appreciation in all of the assets of the Company between the date of issuance of such Incentive Units and the date of such Distribution. In the event that a Service Provider's Distributions and allocations with respect to its Incentive Units are reduced pursuant to the preceding sentence, an amount equal to such excess Distributions shall be treated as instead apportioned to the holders of Class A Units, Class B Units, and eligible Incentive Units.

Section 6.03 Tax Advances.

(a) Subject to any restrictions in any of the Company's or any Company Subsidiary's applicable debt-financing arrangements, and subject to the Manager's sole discretion to retain any other amounts necessary to satisfy the Company's or the Company Subsidiaries' obligations, at least 5 days before each date prescribed by the Code for a calendar-year taxpayer to pay quarterly installments of estimated tax, the Company shall use commercially reasonable efforts to Distribute cash to each Member in proportion to and to the extent of such Member's Quarterly Estimated Tax Amount for the applicable calendar quarter (each such Distribution, a **"Tax Advance").**

(b) Any Distributions made pursuant to this Section 6.03 shall be treated for purposes of this Agreement as advances on Distributions pursuant to Section 6.01 and shall reduce, dollar-for-dollar, the amount otherwise Distributable to such Member pursuant to Section 6.01.

Section 6.04 Withholding.

(a) Withholding Advances. The Company is hereby authorized at all times to make payments **("Withholding Advances")** with respect to each Member in amounts required to discharge any obligation of the Company (as determined by the Manager based on the advice of the Company's legal counsel or accountants) to withhold or make payments to any federal, state, local, or foreign taxing authority (a **"Taxing Authority")** with respect to any Distribution or allocation by the Company of income or gain to such Member (including payments made pursuant to Code Section 6225 and allocable to a Member as determined by the Manager in its sole discretion) and to withhold the same from Distributions to such Member. Any funds withheld from a Distribution by reason of this Section 6.04(a) shall nonetheless be deemed Distributed to the Member in question for all purposes under this Agreement and, at the option of the Manager, shall be charged against the Member's Capital Account.

(b) Indemnification. Each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability with respect to taxes, interest, or penalties which may be asserted by reason of the Company's failure to deduct and withhold tax on amounts Distributable or allocable to such Member. The provisions of this Section 6.04(b) shall survive the termination, dissolution, liquidation, and winding up of the Company and the withdrawal of such Member from the Company or Transfer of its Units. The

Company may pursue and enforce all rights and remedies it may have against each Member under this Section 6.04.

(c) Overwithholding. Neither the Company nor the Manager shall be liable for any excess taxes withheld in respect of any Distribution or allocation of income or gain to a Member. In the event of an overwithholding, a Member's sole recourse shall be to apply for a refund from the appropriate Taxing Authority.

ARTICLE VII
Transfers

Section 7.01 General Restrictions on Transfer.

(a) Except as permitted pursuant to Section 7.02 and Section 7.03, no Member shall Transfer all or any portion of its Units, except with the written consent of Members holding more than 50% of the Membership Interests. No Transfer of Units to a Person not already a Member of the Company shall be deemed completed until the prospective Transferee is admitted as a Member of the Company in accordance with Section 3.01 hereof.

(b) Notwithstanding any other provision of this Agreement (including Section 7.02), each Member agrees that it will not Transfer all or any portion of its Units, and the Company agrees that it shall not issue any Units:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Units, if requested by the Manager, only upon delivery to the Company of an opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act; or

(ii) if such Transfer or issuance would cause the assets of the Company to be deemed "Plan Assets" as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any "prohibited transaction" thereunder involving the Company.

(c) Any Transfer or attempted Transfer of any Units in violation of this Agreement shall be null and void; no such Transfer shall be recorded on the Company's books; and the purported Transferee in any such Transfer shall not be treated (and the purported Transferor shall continue to be treated) as the owner of such Units for all purposes of this Agreement.

Section 7.02 Permitted Transfers. Any Member holding Class A Units or Class B Units may, without the consent of any other Member, Transfer all or any portion of its Class A Units or Class B Units to any of the following (each, a **"Permitted Transferee,"** and any such Transfer to a Permitted Transferee is a **"Permitted Transfer"):**

(a) An Affiliate of such Member;

(b) (i) Such Member's spouse, parent, siblings, descendants (including adoptive relationships and stepchildren), and the spouses of each such natural persons (collectively, **"Family Members");** (ii) a trust under which the distribution of Units may be made only to such Member and/or any Family Member of such Member; (iii) a charitable remainder trust, the income from which will be paid to such Member during the Member's life; (iv) a corporation, partnership, or limited liability company, the stockholders, partners, or members of which are only such Member and/or Family Members of such Member; or (v) by will or by the laws of intestate succession, to such Member's executors, administrators, testamentary trustees, legatees, distributees, or beneficiaries; or

(c) Any transferee if such Transfer is approved by the Manager.

Section 7.03 Right of First Refusal. Each Member shall have a right of first refusal on any Transfer of all or any portion of the Units (the **"Offered Units")** held by any other Member (the **"Offering Member")** to any Person, *except, however,* no Member shall have a right of first refusal on any Permitted Transfer under Section 7.02 or any Transfer made in connection with an instrument that secures a debt or obligation owed by the Company. Moreover, no Member that is in breach of any material provision of this Agreement shall have the right of first refusal under this Section. When the Offering Member receives an offer, letter of intent, memorandum of understanding, or proposal for any of its Units that the Offering Member finds acceptable (the **"Offer"),** the Offering Member will first offer the Offered Units to the other Members in accordance with the following provisions of this Section.

(a) Notice. The Offering Member must first give written notice of the Offer (the **"Offer Notice")** to all the other Members and the Manager, within five business days of receipt of the Offer, specifying: (i) the number of Offered Units to be sold by the Offering Member; (ii) the name of the Person who has offered to purchase the Offered Units; (iii) the purchase price and other material terms and conditions of the Offer, including a description of any non-cash consideration in sufficient detail to permit the valuation thereof; and (iv) the proposed date, time, and location of the closing of the Transfer, which shall not be less than 30 days from the date the Offer Notice is given.

(b) Exercise. Any Member may elect to purchase all, but not less than all, of the Offered Units according to the terms of the Offer Notice, *except* as modified pursuant to Section 7.03(d) below (an **"Exercising Member").** An Exercising Member shall exercise its right to purchase the Offered Units by giving notice of intent to purchase to all the other Members and the Manager within 20 days of receiving the Offer Notice. If two or more Exercising Members exercise their right to purchase the Offered Units, the Offered Units shall be apportioned among the Exercising Members pro rata in accordance with their Units, *except, however,* the Exercising Members' pro rata shares of the Offered Units shall be adjusted up or down, as necessary, to allow for the apportionment of the Offered Units in whole numbers. Notwithstanding the foregoing, the Exercising Members may agree to any apportionment of the Offered Units.

(c) Forfeiture. An Exercising Member shall forfeit the right to purchase any Offered Units if it fails to close on the purchase by the deadline set forth in Section 7.03(f). In the event an Exercising Member forfeits its right to purchase under this Section 7.03(c),

the forfeiting Exercising Member's portion of the Offered Units shall be apportioned to the other Exercising Members, if any, pursuant to Section 7.03(b).

(d) Payment. An Exercising Member may pay for its portion of the Offered Units either:

(i) according to the payment terms specified in the Offer Notice; or

(ii) with cash, which includes wire or electronic funds transfer.

(e) Financing. An Exercising Member may finance the purchase of its portion of the Offered Units with a loan; *provided, however,* the loan may not be secured by any Units or any property of the Company, and the loan may not violate any agreement or covenant binding the Company, the Exercising Member, the other Members, or the Manager.

(f) Closing. The closing of any purchase of Offered Units by Exercising Members will occur remotely if possible, through a customary closing escrow agent if practicable, or at the Company's principal office or such other location as the Exercising Members and the Offering Member mutually agree. The closing will occur within 40 days from the date the Offer Notice was given; *provided, however,* the deadline shall be extended by seven days if an Exercising Member forfeits its right to purchase the Offered Units under Section 7.03(c), so as to allow the other Exercising Members to purchase the forfeiting Exercising Member's portion of the Offered Units; and *further provided* that the Offering Member and all the Exercising Members may agree to extend the closing deadline to a later, specified date. Notwithstanding anything to the contrary in this Section 7.03, the Offering Member, the Exercising Member and the Company may agree to alter, extend or waive any notice or other requirements set forth in this Section 7.03 in connection with the purchase and sale of the Offered Units.

(g) Transfer Pursuant to Offer. If no Member exercises the right to purchase the Offered Units, the Offering Member may Transfer the Offered Units to the Person identified in the Offer Notice for the purchase price and on the terms specified therein. The closing of the Transfer must occur within 120 days of the date the Offer Notice was given. Otherwise, the Offering Member must give a new Offer Notice pursuant to Section 7.03(a).

ARTICLE VIII
Management

Section 8.01 Management of the Company. Subject to the provisions of Section 8.02 and except as otherwise provided by the Delaware Act, the business, property, and affairs of the Company shall be managed by the Manager. The actions of the Manager taken in accordance with the provisions of this Agreement shall bind the Company. No Member of the Company shall have any authority or right to act on behalf of or bind the Company, unless otherwise provided herein or unless specifically authorized by the Manager pursuant to a duly adopted resolution expressly authorizing such action. The initial manager of the Company is Cardone Ventures, LLC.

Section 8.02 Actions Requiring Approval of Members. Subject to Section 8.0l(b), without the written approval of Members holding more than 50% of the Membership Interests, the Company shall not, and shall not enter into any commitment to:

(a) Amend, modify, or waive any provisions of the Certificate of Formation or this Agreement; *provided* that the Manager may, without the consent of the other Members, amend the Members Schedule following any new issuance, redemption, repurchase, or Transfer of Units in accordance with this Agreement.

(b) Authorize additional Units, Equity Securities, or other securities, or admit additional Members to the Company, except the Company may admit: (i) Service Providers who receive Incentive Units pursuant to the Incentive Plan; and (ii) other additional Members in connection with a Transfer of Units that complies with the applicable provisions of ARTICLE VII and Section 3.0l(b).

(c) Incur any indebtedness; pledge or grant Liens on any assets; provide money or anything of value to a third party (whether as a gift or in exchange for products or services); or guarantee, assume, endorse, or otherwise become responsible for the obligations of any other Person, in the aggregate at any time outstanding as to a single transaction or a series of related transactions, in excess of the greater of: (i) $10,000,000, or (ii) the product of 5 and the Company's trailing 12 months' operating income.

(d) Make any loan or advance to, or a capital contribution or investment in, any Person, in the aggregate at any time outstanding as to a single transaction or a series of related transactions, in excess of the greater of: (i) $10,000,000, or (ii) the product of 5 and the Company's trailing 12 months' operating income.

(e) Enter into or effect any transaction or series of related transactions involving the sale, lease, license, exchange, or other disposition (including by merger, consolidation, sale of stock, or sale of assets) by the Company of any assets and/or equity interests, other than sales of inventory in the ordinary course of business consistent with past practice.

(f) Settle any lawsuit, action, dispute, or other proceeding, or assume any liability that is not otherwise subject to this Section 8.02, with a settlement or liability amount in excess of $1,000,000, or agree to the provision of any equitable relief by the Company.

(g) Dissolve, wind up, or liquidate the Company, or initiate a bankruptcy proceeding involving the Company.

(h) Convert or restructure the Company and any Company Subsidiaries into a corporation.

Section 8.03 Officers. The Manager may appoint one or more individuals as officers of the Company (the **"Officers")** as the Manager deems necessary or desirable to carry on the business of the Company and may delegate to such Officers such power and authority as the Manager deems advisable. An Officer is not required to be a Member of the Company. Any individual may hold two or more offices of the Company. Each Officer shall hold office until a successor is designated by the Manager or until the Officer's earlier death, resignation, or removal. Any Officer may resign at any time upon written notice to the Manager. Any Officer may be removed by the Manager at any time, with or without cause. A vacancy in any office occurring because of death, resignation, removal, or otherwise may, but need not, be filled by the Manager.

Section 8.04 Replacement and Resignation of Manager. The Manager may be removed at any time, with or without cause, by the Members holding more than 50% of the Membership Interests. The Manager may resign at any time by delivering a written resignation to the Company, which resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of a particular event. Following the Manager's removal or resignation, a successor Manager shall be elected by the affirmative vote of the Members holding more than 50% of the Membership Interests. The removal of the Manager shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of such Member from the Company.

ARTICLE IX
No Personal Liability, Exculpation, and Indemnification

Section 9.01 No Personal Liability: Members; Manager.

(a) Except as otherwise provided in the Delaware Act, by Applicable Law, or expressly in this Agreement, no Member will be obligated personally for any debt, obligation, or liability of the Company or other Members, whether arising in contract, tort, or otherwise, solely by reason of being a Member.

(b) Except as otherwise provided in the Delaware Act, by Applicable Law, or expressly in this Agreement, no Manager will be obligated personally for any debt, obligation, or liability of the Company, whether arising in contract, tort, or otherwise, solely by reason of being a Manager.

Section 9.02 Exculpation of Covered Persons.

(a) Covered Persons. As used herein, the term "Covered Person" shall mean (i) each Member; (ii) each officer, director, stockholder, partner, member, Affiliate, employee, agent, or representative of each Member; and (iii) the Manager.

(b) Standard of Care. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage, or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in its capacity as a Covered Person, so long as such action or omission does not constitute fraud or willful misconduct by such Covered Person.

(c) Good Faith Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports, or statements (including financial statements and information, opinions, reports, or statements as to the value or amount of the assets, liabilities, profits, or losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) one or more Officers or employees of the Company; (ii) any attorney, independent accountant, appraiser, or other expert or professional employed or engaged by or on behalf of the Company; or (iii) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in § 18-406 of the Delaware Act.

Section 9.03 Liabilities and Duties of Covered Persons.

(a) Limitation of Liability. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligation of each Covered Person to each other and to the Company are only as expressly set forth in this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

(b) Duties. Whenever in this Agreement a Covered Person is permitted or required to make a decision (including a decision that is in such Covered Person's "discretion" or under a grant of similar authority or latitude), such Covered Person shall be entitled to consider only such interests and factors as such Covered Person desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other Person. Whenever in this Agreement a Covered Person is permitted or required to make a decision in such Covered Person's "good faith," the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or any other Applicable Law.

Section 9.04 Freedom to Engage in Other Opportunities; Non-Compete. Each Member and the Manager (and each of their respective Affiliates) may engage, or acquire and retain an interest, in any other business ventures (including future ventures), transactions, or other opportunities of any kind, nature, or description (independently or with others) as long as those ventures, transactions, or other opportunities are not Competitive Opportunities (as defined below) **("Other Opportunities"),** without having any fiduciary duty or other obligation (a) to notify the Company or the Members of any aspect of those Other Opportunities; (b) to pursue or undertake

those Other Opportunities on behalf of the Company or the Members; (c) to offer (or otherwise make available to) the Company or the Members any interest in those Other Opportunities; or (d) to share with the Company or the Members any of the income, profits, or rewards derived from those Other Opportunities. If a Member or the Manager (or any of their Affiliates) takes advantage of any Other Opportunity, either alone or with another Person (including entities in which that Person has an interest), and does not offer that Other Opportunity to the Company or the Members, that Person will not be liable to the Company or to the Members for any lost opportunity of the Company. In addition, the Company renounces any interest or expectancy of the Company in, or in being offered an opportunity to participate in, Other Opportunities that may from time to time be presented to its Members and Manager (and their respective Affiliates), other than those such Persons who are employees of the Company. No amendment or repeal of this Section will apply to or have any effect on the liability of any Member, the Manager, or any Affiliate of a Member or the Manager with respect to any Other Opportunities of which such Person becomes aware prior to such amendment or repeal. The term **"Competitive Opportunities"** means any opportunities to invest in or own any business, other than the Company, that provides genetic testing, precision supplementation and nutrition, antiaging therapy, growth hormone releasing peptides, IV nutrient therapy (including Exosomes), nutraceutical imbalance therapies, and methylation therapy as its primary services **("Competitive Services"),** that derives at least 70% of its revenue from Competitive Services, and that provides, or plans to provide, directly or through Affiliates, Competitive Services in multiple states in the United States or in any country outside of the United States in which the Company has engaged in offering, or is pursuing opportunities to offer, or is actively planning to offer, Competitive Services in such country. Notwithstanding the foregoing, Competitive Opportunities exclude: (x) stock ownership in any publicly-traded company that is less than 5% of the company's total issued and outstanding shares of stock, (y) services to Advanced Medical Integration, LLC, a Florida limited liability company; Azon Medical, LLC, a Delaware limited liability company; and Doctor's Vendor Network, LLC, a Florida limited liability company, and (z) business or consulting services provided by Cardone Ventures, LLC or any of the Exempted Companies.

Section 9.05 Other Agreements. Notwithstanding anything herein to the contrary, the provisions of Section 9.01, Section 9.02, Section 9.03, and Section 9.04 are subject to any other agreements that are binding on any of the Members or the Manager.

Section 9.06 Section 9.06 Transactions with Covered Persons. Notwithstanding that it may constitute a conflict of interest, any Covered Person and the Company may engage in any transaction (including the purchase, sale, lease, or exchange of any property, the making of any loans, the rendering of any other service, and the establishment of any salary, other compensation, or other terms of employment) with the Company so long as such transaction is disclosed to all the Members.

Section 9.07 Indemnification.

(a) To the fullest extent permitted under the Delaware Act, as the same now exists or may hereafter be amended, substituted, or replaced (but, in the case of any such amendment, substitution, or replacement, only to the extent that such amendment, substitution, or replacement permits the Company to provide broader indemnification rights than the Delaware Act permitted the Company to provide prior to such amendment, substitution, or replacement),

any Covered Person shall be entitled to indemnification and reimbursement of reasonable expenses from the Company for and against any loss, damage, claim, or expense (including reasonable attorneys' fees) (collectively, **"Losses")** whatsoever incurred by the Covered Person relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence) performed or omitted by any Covered Person on behalf of the Company; *provided,* however, that (i) any indemnity under this Section 9.07 shall be provided out of and to the extent of the Company assets only, and neither any Member nor any other Person shall have any personal liability to contribute to such indemnity by the Company; (ii) such Covered Person acted in good faith and, with respect to any criminal proceeding, did not know the conduct was unlawful; and (iii) such Covered Person's conduct did not constitute fraud or willful misconduct.

(b) Upon receipt by the Company of a written undertaking by or on behalf of the Covered Person to repay such amounts if it is finally judicially determined that the Covered Person is not entitled to indemnification under this Section 9.07, the Company shall advance, to the extent reasonably required, each Covered Person for reasonable legal or other expenses (as incurred) of such Covered Person in connection with investigating, preparing to defend, or defending any claim, lawsuit, or other proceeding relating to any Losses for which such Covered Person may be indemnified pursuant to this Section 9.07.

(c) To the extent available on commercially reasonable terms, the Company may purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Manager may determine; *provided,* that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage, then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(d) If this Section 9.07 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person pursuant to this Section 9.07 to the fullest extent permitted by any applicable portion of this Section 9.07 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

(e) No amendment, modification, or repeal of this Section 9.07 that adversely affects the rights of a Covered Person to indemnification for Losses incurred or relating to a state of facts existing prior to such amendment, modification, or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such Losses without the Covered Person's prior written consent.

ARTICLE X
Accounting and Tax Matters

Section 10.01 Inspection Rights. Upon reasonable notice from a Member, and provided that such Member is not a Competitor, the Company shall afford the Member access during normal business hours to the corporate, financial, and similar books, records, reports, and documents of the Company, and shall permit the Member to examine such documents and make copies thereof.

Section 10.02 Company Accounting. The Company shall keep books of account consistent with any method authorized or required by the Code and as determined by the Manager. The Company shall close and balance the books at the end of each Fiscal Year.

Section 10.03 Income Tax Status. It is the intent of this Company and the Members that this Company shall be treated as a partnership for federal, state, and local income tax purposes. Subject to Section 8.02(h), no Manager or Member may take any action that would be inconsistent with the treatment of the Company as a limited liability company under the Delaware Act and as a partnership for tax purposes.

Section 10.04 Partnership Representative. The Manager shall promptly appoint a partnership representative as provided in Code Section 6223 (the **"Partnership Representative")** whenever the position becomes vacant, and the Manager may appoint itself as the Partnership Representative. The Partnership Representative shall have all powers needed to perform fully under Section 10.04 and Section 10.05, including the power to retain attorneys and accountants at the Company's expense. The Partnership Representative shall use reasonable efforts to comply with its responsibilities and in so doing will incur no liability to the Company, the Manager, or any Member to the fullest extent permitted by Applicable Law. The Company shall reimburse the Partnership Representative for reasonable expenses incurred in its capacity as such. The Partnership Representative shall give the Manager and Members as much advanced notice as reasonably possible of all the actions it takes. The Partnership Representative can be removed at any time by the Manager or Members holding more than 50% of the Membership Interests. The Partnership Representative may resign at any time.

Section 10.05 Tax Examinations; Elections; Audit Procedures.

(a) Tax Examinations and Audits. The Partnership Representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations and audits of the Company's affairs by any Taxing Authority, including any resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Partnership Representative shall promptly notify the Manager and Members if any tax return of the Company is audited or upon the receipt of a notice of final partnership administrative adjustment or final partnership adjustment. Without the consent of the Manager, the Partnership Representative shall not extend the statute of limitations, file a request for administrative adjustment, file suit relating to any Company tax refund or deficiency, or enter into any settlement agreement relating to items of income, gain, loss, or deduction of the Company with any Taxing Authority.

(b) Elections. The Partnership Representative shall cause the Company to annually elect out of the Centralized Partnership Audit Regime pursuant to Code Section 6221(b) to the extent permitted by Applicable Law. For any year in which Applicable Law does not permit the Company to elect out of the Centralized Partnership Audit Regime, the Partnership Representative shall cause the Company to elect the alternative procedure under Code Section 6226 within 45 days of any notice of final partnership adjustment, and the Partnership Representative shall furnish to the Internal Revenue Service, the Manager, and each Member (including former Members) during the year or years to which the notice of final partnership adjustment relates a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment.

(c) Procedures under Section 6225. If the Company does not, for any reason, properly elect the alternative procedure under Code Section 6226, the Partnership Representative will, as directed by the Manager, either (i) file a petition for readjustment in the Tax Court, federal district court, or the Court of Federal Claims, or (ii) cause the Company to pay the imputed underpayment under Code Section 6225. If the Company pays the imputed underpayment under Code Section 6225, the Members (including former Members) shall take such actions as requested by the Partnership Representative, including filing amended tax returns and paying any tax due under Code Section 6225(c)(2)(A) or paying any tax due and providing applicable information to the Internal Revenue Service under Code Section 6225(c)(2)(B). The Company shall use commercially reasonable efforts to make any modifications available under Code Section 6225(c)(3), (4), and (5). The Partnership Representative shall equitably apportion any imputed underpayment among the Members (including former Members) based on the Membership Interests they held in the year giving rise to the imputed underpayment. In determining each Member's share of an imputed underpayment, the Partnership Representative shall take into account (by reducing the amount of an underpayment apportioned to a Member) any modifications to the imputed underpayment attributable to a Member under Code Section 6225(c)(2), (3), (4), or (5). The Partnership Representative shall seek payment from the Members (and former Members) for the amount of the imputed underpayment attributable to that Member or former Member, and each such Member agrees to pay such amount to the Company. Any such payment made by a Member shall not be treated as a Capital Contribution. Any amount not paid by a Member or former Member within 30 days of a request by the Partnership Representative shall accrue interest at an annual rate of 12%.

Section 10.06 Tax Returns.

(a) At the expense of the Company, the Manager will cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company owns property or does business. As soon as reasonably possible after the end of each Fiscal Year, but no later than March 1st (unless the Company files a timely request to extend its deadline to file Form 1065), the Company will deliver to each Person who was a Member at any time during the Fiscal Year, IRS Schedule K-1 to Form 1065 and other information with respect to the Company as may be necessary for the preparation of the Person's federal, state, and local income tax returns for the Fiscal Year.

(b) Each Member agrees not to treat any Company item on its federal, state, foreign, or other income tax return inconsistently with the treatment of the item on the Company's return. Any deficiency for taxes imposed on any Member (including penalties, additions to tax, or interest imposed with respect to such taxes and any taxes imposed pursuant to Code Section 6226) will be paid by such Member and, if required to be paid (and actually paid) by the Company, will be recoverable from such Member.

Section 10.07 Partnership Representative's Discretion. Except as otherwise provided herein, the Partnership Representative shall have sole discretion to make any determination regarding income tax elections it deems advisable on behalf of the Company; provided that the elections do not violate this Agreement or the Company's accounting methods or policies.

Section 10.08 Savings Clause. Notwithstanding any other provision in this Agreement, the Company may adjust the Company's accounting methods or policies without providing prior notice to the Members if an adjustment is necessary to comply with the Code or Treasury Regulations. If the Company adjusts its accounting methods or policies pursuant to this Section 10.08, the Manager will deliver to each Member notice thereof within a reasonable amount of time.

ARTICLE XI
Dissolution and Liquidation

Section 11.01 Events of Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

(a) An election to dissolve the Company made by holders of more than 50% of the Membership Interests;

(b) The sale, exchange, involuntary conversion, or other disposition or transfer of all or substantially all the assets of the Company; or

(c) The entry of a decree of judicial dissolution under § 18-802 of the Delaware Act.

Section 11.02 Effectiveness of Dissolution. Dissolution of the Company shall be effective on the day on which the event described in Section 11.01 occurs, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 11.03, and the Certificate of Formation shall have been cancelled as provided in Section 11.04.

Section 11.03 Liquidation. If the Company is dissolved pursuant to Section 11.01, the Company shall be liquidated and its business and affairs wound up in accordance with the Delaware Act and the following provisions:

(a) The Manager, or another Person selected by the Manager, shall act as liquidator to wind up the Company (the **"Liquidator").** The Liquidator shall have full power and authority to sell, assign, and encumber any or all of the Company's assets and to wind up and liquidate the affairs of the Company in an orderly and business-like manner.

(b) As promptly as possible after dissolution and again after final liquidation, the Liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities, and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.

(c) The Liquidator shall liquidate the assets of the Company and distribute the proceeds of such liquidation in the following order of priority, unless otherwise required by mandatory provisions of Applicable Law:

(i) First, to the payment of the Company's debts and liabilities to its creditors (including Members, if applicable) and the expenses of liquidation (including sales commissions incident to any sales of assets of the Company);

(ii) Second, to the establishment of and additions to reserves that are determined by the Manager to be reasonably necessary for any contingent unforeseen liabilities or obligations of the Company; and

(iii) Third, to the Members in the same manner as Distributions are made under Section 6.01.

Section 11.04 Required Filings. Upon completion of the winding up of the Company, the Liquidator shall make all necessary filings required by the Delaware Act.

ARTICLE XII
Definitions

Section 12.01 Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section 12.01:

(a) **"Affiliate"** means, with respect to any Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person. For purposes of this definition, **"control"** when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract, or otherwise; and the terms **"controlling"** and **"controlled"** shall have correlative meanings.

(b) **"Applicable Law"** means all applicable provisions of (i) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders of any Governmental Authority; (ii) any consents or approvals of any Governmental Authority; and (iii) any orders, decisions, advisory, or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

(c) **"Centralized Partnership Audit Regime"** means Code Sections 6221 through 6241, as originally enacted in P.L. 114-74, and as may be amended, and including any Treasury Regulations or other administrative guidance promulgated thereunder.

(d) **"Certificate of Formation"** means the certificate of formation filed with the Delaware Secretary of State on June 1, 2021.

(e) **"Code"** means the Internal Revenue Code of 1986, as amended.

(f) **"Company Subsidiary"** means a Subsidiary of Company.

(g) **"Competitor"** means a Person engaged, directly or indirectly (including through any partnership, limited liability company, corporation, joint venture or similar arrangement (whether now existing or formed hereafter)), in genetic testing, precision supplementation and nutrition, weight management, cosmetic and topical creams, amino acids, antiaging therapy, growth hormone releasing peptides, IV nutrient therapy (including Exosomes), nutraceutical imbalance therapies, and methylation therapy, but shall not include any financial investment firm or collective investment vehicle that, together with its Affiliates, holds less than twenty percent (20%) of the outstanding equity of any Competitor and does not, nor do any of its Affiliates, have a right to designate any members of the board of directors of any Competitor; provided that in no event shall Cardone Ventures, LLC, REVIV Global Ltd. or [Novogenia GmbH] , or any of their respective Affiliates, be deemed to be a Competitor (collectively, the "**Exempted Companies**").

(h) **"Delaware Act"** means the Delaware Limited Liability Company Act and any successor statute, as it may be amended from time to time.

(i) **"Distribution"** means a distribution made by the Company to a Member, whether in cash, property, or securities of the Company and whether by liquidating distribution or otherwise; *provided,* that none of the following shall be a Distribution: (i) any redemption or repurchase by the Company or any Member of any Units; (ii) any recapitalization or exchange of securities of the Company; (iii) any subdivision (by a split of Units or otherwise) or any combination (by a reverse split of Units or otherwise) of any outstanding Units; or (iv) any fees or remuneration paid to any Member in such Member's capacity as a Service Provider for the Company or a Company Subsidiary. **"Distribute,"** when used as a verb, shall have a correlative meaning.

(j) **"Electronic Transmission"** means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process.

(k) **"Equity Securities"** means any and all Units of the Company and any securities of the Company convertible into, exchangeable for, or exercisable for, such Units, including, without limitation, any warrants or other rights to acquire such Units.

(l) **"Estimated Tax Amount"** of a Member for a Fiscal Year means the product of 0.4 multiplied by the Member's allocated profits and losses under ARTICLE V for such Fiscal Year as estimated in good faith by the Manager; *provided,* however, the Estimated Tax Amount cannot be less than $0. In making such estimate, the Manager shall take into account amounts shown on Internal Revenue Service Form 1065 filed by the Company and similar state or local forms filed by the Company for the preceding taxable year and such other adjustments as in

the reasonable business judgment of the Manager are necessary or appropriate to reflect the estimated operations of the Company for the Fiscal Year.

(m) **"Fiscal Year"** means the calendar year, unless the Company is required or elects to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

(n) **"Governmental Authority"** means any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non- governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of law), or any arbitrator, court, or tribunal of competent jurisdiction.

(o) **"Lien"** means any mortgage, pledge, security interest, option, right of first offer, encumbrance, or other restriction or limitation of any nature whatsoever.

(p) **"Manager"** means any Person elected as a manager of the Company as provided in this Agreement.

(q) **"Membership Interest"** means an interest in the Company owned by a Member, including such Member's right: (i) to Distributions; (ii) to the Member's allocable share of income, gains, losses, and deductions of the Company; (iii) to vote on, consent to, or otherwise participate in any decision of the Members as provided in this Agreement; and (iv) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the Delaware Act.

(r) **"Person"** means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

(s) **"Quarterly Estimated Tax Amount"** of a Member for any calendar quarter of a Fiscal Year means the positive excess, if any, of (i) the product of (A) a quarter(¼) in the case of the first calendar quarter of the Fiscal Year, half(½) in the case of the second calendar quarter of the Fiscal Year, three-quarters (¾) in the case of the third calendar quarter of the Fiscal Year, and one (1) in the case of the fourth calendar quarter of the Fiscal Year and (B) the Member's Estimated Tax Amount for such Fiscal Year, minus (ii) all Distributions previously made during such Fiscal Year to such Member.

(t) **"Securities Act"** means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which shall be in effect at the time.

(u) **"Subsidiary"** means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

(v) **"Transfer"** means to sell, transfer, assign, gift, pledge, encumber, hypothecate, or similarly dispose of, directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option, or other arrangement or understanding with respect to the sale, transfer, assignment, gift, pledge, encumbrance, hypothecation, or similar disposition of, any Units or any interest (including a beneficial interest) therein. **"Transfer"** when used as a noun shall have a correlative meaning.

(w) **"Transferor"** and **"Transferee"** mean a Person who makes or receives a Transfer, respectively.

(x) **"Treasury Regulations"** means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

(y) **"Unit"** means a unit representing a fractional part of the Membership Interests of the Members, having the privileges, preference, duties, liabilities, obligations, and rights set forth in this Agreement.

ARTICLE XIII
Miscellaneous

Section 13.01 Governing Law. This Agreement 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 jurisdiction).

Section 13.02 Submission to Jurisdiction. The parties hereby agree that any suit, action, or proceeding based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, shall be brought in the federal courts of the United States of America or the courts of the State of Delaware, in each case located in the State of Delaware. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding.

Section 13.03 Attorneys' Fees. If any party commences an Action against any other party to enforce this Agreement or to obtain any other remedy in respect of any breach of this Agreement, the prevailing party in the Action shall be entitled to receive, in addition to all other damages and relief to which it may be entitled, the costs incurred by such party in the Action and all appeals therefrom, including reasonable attorneys' fees and expenses and court costs. Notwithstanding the foregoing, each party will pay up to $10,000 of its own attorneys' fees per Action without reimbursement or payment from any other party.

Section 13.04 Waiver of Jury Trial. EACH PARTY HERETO HEREBY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER TIDS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 13.05 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. Nothing contained in this Section 13.05 shall diminish the waiver described in Section 13.04.

Section 13.06 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given:

(a) when delivered by hand;

(b) when received by the addressee if sent by a nationally recognized overnight courier;

(c) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or

(d) on the fourth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section:

If to the Company:	203 SE Park Plaza Dr., Ste 270 Vancouver, WA 98684 Email: brandon@cardoneventures.com Attention: Brandon Dawson
If to the Manager:	203 SE Park Plaza Dr, Ste 270 Vancouver, WA 98684 Email: brandon@cardoneventures.com
If to a Member:	To the Member's respective mailing address as set forth on the Members Schedule.

Section 13.07 Remedies. In the event of any actual or prospective breach or default by any party, the other parties shall be entitled to equitable relief, including remedies in the nature of injunction and specific performance, awarded by a court of competent jurisdiction (without being required to post a bond or other security or to establish any actual damages). In this regard, the parties acknowledge and agree that they will be irreparably damaged in the event this Agreement is not specifically enforced, since (among other things) the Units are not readily marketable. All remedies hereunder are cumulative and not exclusive, may be exercised concurrently, and nothing herein shall be deemed to prohibit or limit any party from pursuing any other remedy or relief

available at law or in equity for any actual or prospective breach or default, including recovery of damages. In addition, the parties hereby waive and renounce any defense to such equitable relief that an adequate remedy at law may exist.

Section 13.08 Severability. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 13.09 Successors and Assigns. Subject to the restrictions on Transfers set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

Section 13.10 Amendment. No provision of this Agreement may be amended or modified except by an instrument in writing executed by Members holding more than 50% of the Membership Interests. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to the Members Schedule may be made by the Manager in accordance with Section 2.01.

Section 13.11 Headings. The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision of this Agreement.

Section 13.12 Counterparts. This Agreement 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.

Section 13.13 Entire Agreement. Subject to any other binding written agreements relating to the issuance of Units to any Member or the provision of services by any Member to the Company and further subject to any agreement contemplated under Section 9.05, this Agreement, together with the Certificate of Formation and all related Exhibits and Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

Section 13.14 No Third-Party Beneficiaries. Except as provided in ARTICLE IX, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN **WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

The Company:

10X Health Ventures, LLC, a Delaware limited liability company
By: Cardone Ventures, LLC, its Manager

Signed by:
7DF26FAAB7E544B...

Name: Brandon Dawson

Title: CEO of Cardone Ventures, LLC

Date: 11/22/2024

The Members:

Cardone Ventures, LLC

Signed by:
7DF26FAAB7E544B...

Name: Brandon Dawson

Title: CEO

Date: 11/22/2024

IJS Presentations, LLC
By: 10X Health Ventures, LLC, in its capacity as power of attorney
By: Cardone Ventures, LLC, its Manager

Signed by:
7DF26FAAB7E544B...

Name: Brandon Dawson
Title: CEO of Cardone Ventures, LLC

Date: 11/22/2024

Turning Point Holdings, LLC
By: 10X Health Ventures, LLC, in its capacity as power of attorney
By: Cardone Ventures, LLC, its Manager

Signed by:
7DF26FAAB7E544B...

Name: Brandon Dawson

Title: CEO of Cardone Ventures, LLC

Date: 11/22/2024

EXHIBIT A

FORM OF JOINDER AGREEMENT

This Joinder Agreement (this "**Agreement**") is entered into as of [DATE] by and among 10X Health Ventures, LLC, a Delaware limited liability company (the "**Company**"), and the new Member whose signature appears below (the "**New Member**"). Unless otherwise defined in this Agreement, capitalized terms used in this Agreement have the meanings ascribed to them in the Amended and Restated Operating Agreement of 10X Health Ventures, LLC, as it may be amended (the "**LLC Agreement**").

Pursuant to Section 3.0l(b) of the LLC Agreement, the New Member acknowledges it received and reviewed a complete copy of the LLC Agreement and agrees that upon execution of this Agreement, the New Member shall become a party to the LLC Agreement and shall be fully bound by, and subject to, all of the covenants, terms, and conditions of the LLC Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a Member for all purposes thereof and entitled to all the rights incidental thereto, and shall hold [insert number of Units] [Class A/Class B/Incentive] Units.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

10X Health Ventures, LLC
By: Cardone Ventures, LLC, its Manager

_____
Name: Brandon Dawson
Title: CEO of Cardone Ventures, LLC

New Member

_____
[Insert Member's name]

[Acknowledgement and Agreement of [Spouse/Domestic Partner]

I, the undersigned, am the spouse/domestic partner of the New Member. I have read the LLC Agreement, and I agree to be bound thereby.

By: _____

Name: _____

OR

Declaration of Unmarried Status

I, [New Member's Name], hereby declare that I am not married and do not have a domestic partner as of the date hereof.

By: _____

Name: _____]

SCHEDULE I

MEMBERS SCHEDULE

Member Name, Address, and Email	**Capital Contribution**	**Class A Units & Membership Interest**	**Class B Units & Membership Interest**	**Unrestricted Incentive Units & Membership Interest**	**Restricted Incentive Units & Membership Interest**	**Vesting Date**
Cardone Ventures LLC Attn: Brandon Dawson, CEO 203 SE Park Plaza Dr, Ste 270 Vancouver, WA 98684 brandon@cardoneventures.com	$1,000,000 as follows: $250,000 paid directly to Streamline Medical Group Naples LLC **("SMGN")** or its designee, and the remainder contributed to the Company, or paid directly to SMGN or its designee, at times and in sufficient amounts to make timely installment payments under paragraph 4.1 of the Asset Purchase Agreement dated September 16, 2021.		70,519 **73.69%**			
IJS Presentations, LLC 893 Vanderbilt Beach Road Naples, FL 34108 gary@streamlinemedicalgroup.com	None	11,000 11%	70.5 .65%			
Turning Point Holdings, LLC 893 Vanderbilt Beach Road Naples, FL 34108 sage@streamlinemedicalgroup.com	None	7,000 7%	45 .42%			
Alumni Athletica LLC 3000 Midlantic Dr, Ste 100 Mount Laurel, NJ 08054 Bart.oates@nflalumni.org	Services under the Services and Sponsorship Agreement		1,875 1.97%			
Graham Galka 285 S Country Club Blvd Boca Raton, FL 33487 Graham.galka@gmail.com					5,000 5.26%	Varies

EFiled: Mar 17 2025 10:19AM EDT
Transaction ID 75869338
Case No. 2025-0290-

EXHIBIT C

Department of State: Division of Corporations

Allowable Characters

HOME

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number:	**7619038**	Incorporation Date / Formation Date:	**8/11/2023** (mm/dd/yyyy)
Entity Name:	**ULTIMATE HUMAN, LLC**		
Entity Kind:	**Limited Liability Company**	Entity Type:	**General**
Residency:	**Domestic**	State:	**DELAWARE**

REGISTERED AGENT INFORMATION

Name:	**CAPITOL SERVICES, INC.**		
Address:	**108 LAKELAND AVE.**		
City:	**DOVER**	County:	**Kent**
State:	**DE**	Postal Code:	**19901**
Phone:	**800-316-6660**		

Additional Information is available for a fee. You can retrieve Status for a fee of $10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of $20.00.

Would you like ○ Status ○ Status,Tax & History Information

Submit

View Search Results New Entity Search

For help on a particular field click on the Field Tag to take you to the help area.

EFiled: Mar 17 2025 10:19AM EDT
Transaction ID 75869338
Case No. 2025-0290-

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

10X HEALTH VENTURES, LLC and CARDONE VENTURES, LLC,	)	
Plaintiffs,	)	
v.	)	C.A. No.
IJS PRESENTATIONS, LLC and TURNING POINT HOLDINGS, LLC,	)	
Defendants.	)	

VERIFICATION

I, Brandon M. Dawson, being duly sworn according to law, depose and say that I am Chief Executive Officer for 10X Health Ventures, LLC, that I have the authority to make this verification, and that the facts set forth in the foregoing Verified Complaint are true and correct to the best of my knowledge, information and belief.

Brandon M. Dawson

ARIZONA NOTARY ACKNOWLEDGEMENT
(JURAT)

State of Arizona)
County of Maricopa)

Subscribed and sworn (or affirmed) before me this 14 day of March, 20 25,
by Brian Geiger.

(Seal)

Notary Public Signature

My Commission Expires: July 2, 2026

BRIAN D GEIGER
Notary Public - Arizona
Maricopa County
Commission # 633288
My Comm. Expires Jul 2, 2026

EFiled: Mar 17 2025 10:19AM EDT
Transaction ID 75869338
Case No. 2025-0290-

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

10X HEALTH VENTURES, LLC and CARDONE VENTURES, LLC,	)	
Plaintiffs,	)	
v.	)	C.A. No.
IJS PRESENTATIONS, LLC and TURNING POINT HOLDINGS, LLC,	)	
Defendants.	)	

VERIFICATION

I, Brandon M. Dawson, being duly sworn according to law, depose and say that I am Chief Executive Officer for Cardone Ventures, LLC, that I have the authority to make this verification, and that the facts set forth in the foregoing Verified Complaint are true and correct to the best of my knowledge, information and belief.

Brandon M. Dawson

ARIZONA NOTARY ACKNOWLEDGEMENT
(JURAT)

State of Arizona)
County of Maricopa)

Subscribed and sworn (or affirmed) before me this 14 day of March, 2025,
by Brian Geiger.

(Seal)

Notary Public Signature

My Commission Expires: July 2, 2026

BRIAN D GEIGER
Notary Public - Arizona
Maricopa County
Commission # 633288
My Comm. Expires Jul 2, 2026

SUPPLEMENTAL INFORMATION PURSUANT TO RULE 3(A)
OF THE RULES OF THE COURT OF CHANCERY

The information contained herein is for the use by the Court for statistical and administrative purposes only. Nothing in this document shall be deemed binding for purposes of the merits of the case.

1. Case caption: **10X Health Ventures, LLC and Cardone Ventures, LLC v. IJS Presentations, LLC and Turning Point Holdings, LLC**

2. Date filed: **March 17, 2025**

3. Name and address of counsel for plaintiff(s): **Geoffrey Grivner (4711) Andrew Hope (7009) Buchanan Ingersoll & Rooney, 500 Delaware Avenue, Ste. 720, Wilmington, DE 19801**

4. Short statement and nature of claim(s) asserted: **Verified Complaint for breach of the terms of the Limited Liability Agreement**

5. Substantive field of law involved (check one):

____Administrative law	____Labor law	____Trusts, Wills and Estates
____Commercial law	____Real Property	____Consent trust petitions
____Constitutional law	____348 Deed Restriction	____Partition
_XX_Corporation law	____Zoning	____Rapid Arbitration (Rules 96,97)
____Trade secrets/trade mark/or other intellectual property		____Other

6. Identify any related cases, including any Register of Wills matter. This question is intended to promote jurisdiction efficiency by assigning cases involving similar parties or issues to a single judicial officer. By signing this form, an attorney represents that the attorney has done reasonable diligence sufficient to respond to this question. **None**

7. State all bases for the court's exercise of subject matter jurisdiction by citing to the relevant statute. Specify if 8 *Del. C.* § 111, 6 *Del. C.* § 17-111, or 6 *Del. C.* § 18-111. State if the case seeks monetary relief, even if secondarily or in the alternative, under a merger agreement, asset purchase agreement, or equity purchase agreement. 6 *Del. C.* § 18-109

8. If the complaint initiates a summary proceeding under Sections 8 *Del. C.* §§ 145(k), 205, 211(c), 220, or comparable statutes, check here ____. (If #8 is checked, you must either (i) file a motion to expedite with a proposed form of order identifying the schedule requested or (ii) submit a letter stating that you do not seek an expedited schedule and the reason(s)—e.g., you have filed to preserve standing and do not seek immediate relief.)

9. If the complaint is accompanied by a request for a temporary restraining order, a preliminary injunction, a status quo order, or expedited proceedings other than in a summary proceeding, check here ___. (If #9 is checked, a motion to expedite must accompany the transaction with a proposed form of order identifying the schedule requested.)

10. If counsel believe that the case should not be assigned to a Magistrate in the first instance, check here and attach a statement of good cause. ____

/s/ Geoffrey G. Grivner 4711
Signature of Attorney of Record & Bar ID

Buchanan
Ingersoll·Rooney

Geoffrey G. Grivner
302 552 4207
geoffrey.grivner@bipc.com

500 Delaware Avenue, Suite 720
Wilmington, DE 19801-7407
T 302 552 4200
F 302 552 4295

March 17, 2025

VIA LEXIS/NEXIS FILE & SERVE

Register in Chancery
Court of Chancery
New Castle County Courthouse
500 North King Street
Wilmington, DE 19801

Re: 10X Health Ventures, LLC and Cardone Ventures, LLC v. IJS Presentations, LLC and Turning Point Holdings, LLC
Filed March 17, 2025

Dear Register in Chancery:

This firm represents plaintiffs, 10X Health Ventures, LLC and Cardone Ventures, LLC, in the above-referenced action filed today, March 17, 2025. Please accept this letter as notice that plaintiff intends to serve the summons and complaint in this action upon IJS PRESENTATIONS, LLC and TURNING POINT HOLDINGS, LLC. *via* certified mail pursuant to 10 *Del. C.* § 3104.

The summons will be prepared by counsel and submitted to the Register in Chancery for execution.

Thank you for your attention, and please do not hesitate to contact me at (302) 552-4200 if you have any questions regarding this matter.

Very truly yours,

/s/ Geoffrey G. Grivner

Geoffrey G. Grivner (#4711)

Words: 98/1000