EXECUTION

OPERATING AGREEMENT

OF

PETCURE ONCOLOGY LLC

A Delaware Limited Liability Company

Dated and Effective: January 23, 2015

EXECUTION

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OF
PETCURE ONCOLOGY LLC

This Operating Agreement ("Agreement") of PetCure Oncology LLC is entered into by and among PetCure Oncology LLC (the "Company"), those individuals who have signed this agreement below and any Person who hereafter becomes a party hereto pursuant to the provisions hereof.

RECITALS

A. The Company was formed on July 22, 2014 by the filing of the Certificate of Formation with the State of Delaware.

B. The Company and the Members wish to adopt the Agreement to set forth the rights and responsibilities of the Members.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the Members and the Company hereby agree as follows:

ARTICLE I
DEFINITIONS

The following terms used herein shall have the following meanings (unless otherwise expressly provided herein, or unless the context clearly indicates otherwise):

"***Accelitech***" shall mean Accelitech LLC, a Delaware Limited Liability Company.

"***Act***" means the Delaware Limited Liability Company Act, as amended from time to time (or any corresponding provisions of succeeding law).

"***Adjusted Capital Account***" means, for any Member, such Member's Capital Account as of the end of a Fiscal Period or Fiscal Year, after giving effect to the following adjustments:

(a) Credit to such Capital Account any amount that such Member is treated as being obligated to restore under Treasury Regulations §1.704-1(b)(2)(ii)(c), as well as any addition thereto pursuant to the penultimate sentence of Treasury Regulations §1.704-2(g)(1) and Treasury Regulations §1.704-2(i)(5), after taking into account any changes during the period in Company Minimum Gain and in the Member Minimum Gain; and

(b) Debit to such Capital Account the items described in Treasury Regulations §§1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6).

"***Affiliate***" means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including, without limitation, any general partner, managing member, officer or director of such Person, or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person.

"***Agreement***" means this Operating Agreement of PetCure Oncology, LLC, as it may subsequently be amended and/or restated.

"***Annual Budget***" has the meaning set forth in Section 8.11.

"***Book Value***" means, with respect to any Company property, the Company's adjusted basis for federal income tax purposes, adjusted from time to time as required or permitted under Treasury Regulations §§1.704-1(b)(2)(iv)(d) through 1.704-1(b)(2)(iv)(g).

"***Capital Account***" means the account maintained for each Member in accordance with the provisions of the Code and the regulations promulgated thereunder, including but not limited to the rules regarding maintenance of capital accounts set forth in Treasury Regulations §1.704-1.

"***Capital Contribution***" means, with respect to any Member originally executing this Agreement, the capital contribution such Member actually makes pursuant to Article IV hereof; and with respect to any successor or assignee of any such Member's Membership Units, that amount of capital that is in the same proportion to the total capital contributed by such Member originally executing this Agreement with respect to such Member's Membership Units as the Percentage Interest in the Company represented by the Membership Units received by such successor or assignee from such Member bears to the total Percentage Interest in the Company represented by such Member's Membership Units immediately prior to the event or transaction pursuant to which such successor or assignee received such interest plus any Capital Contributions made by such successor or assignee pursuant to Article IV hereof.

"***Cause***" means:

(a) an act of fraud or dishonesty by a Manager;

(b) a Manager's indictment of a felony-class crime (other than relating to the operation of a motor vehicle);

(c) any material breach by the Manager of any provision of this Agreement that, if curable, has not been cured by the Manager within thirty (30) days (or an additional fifteen (15) days if the basis for a further extension can be reasonably demonstrated) of written notice of such breach from those Members comprising a Supermajority Vote of all of the other disinterested Members; or

(d) the Manager willfully engaging in gross misconduct materially injurious to the Company or its reputation.

"***Certificate***" means the Certificate of Formation filed with the Office of the Secretary of State of Delaware on July 22, 2014.

"***Class A Preferred Membership Unit***" means those Membership Units designated as Class A Membership Units.

"Class A Unreturned Capital" means with respect to a Member holding Class A Preferred Membership Units, as of any relevant date, the Capital Contributions made by such Member in respect of such Class A Preferred Membership Units less all distributions made to such Member pursuant to Section 6.1(a).

"***Class B Common Membership Unit***" means those Membership Units designated as Class B Membership Units.

"***Class C Common Membership Unit***" means those Membership Units designed as Class C Membership Units

"***Code***" means the Internal Revenue Code of 1986, as amended. Any reference to any specific provision of the Code or any regulations promulgated thereunder shall also refer to any successor provisions thereto.

"***Company***" means PetCure Oncology LLC, the Delaware limited liability company to be operated in accordance with the provisions of this Agreement.

"***Company Losses***" means items of Company loss and deduction determined in accordance with Section 4.2(b) of this Agreement.

"***Company Transaction"*** any consolidation, merger or Equity Security exchange of the Company with or into any other entity or person, or any other reorganization, other than any such consolidation, merger, Equity Security exchange or reorganization in which the Members of the Company immediately prior to such consolidation, merger, Equity Security exchange or reorganization, continue to hold at least a majority of the voting power of the surviving entity in substantially the same proportions (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; (ii) any transaction or series of related transactions to which the Company is a party in which in excess of 50% of the

Company's voting power is transferred; provided, however, that a Company Transaction shall not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company or any successor or indebtedness of the Company is cancelled or converted or a combination thereof; or (iii) a sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Company in one transaction or a series of related transactions.

"***Company Minimum Gain***" means an amount equal to the Company minimum gain, as determined in accordance with Treasury Regulations §1.704-2(d).

"***Company Profits***" means items of Company income and gain determined in accordance with Section 4.2(b) of this Agreement.

"***Compensatory Option***" shall have the meaning set forth in Section 5.4.

"***Convertible Notes***" means convertible promissory notes in an aggregate principal amount not to exceed $3,000,000 and issued pursuant to Subscription Agreements in the form attached hereto as Exhibit A and which appear as Exhibit A to such form.

"***Deficit Capital Account***" means, with respect to any Member, the deficit balance (if any) in such Member's Capital Account as of the end of the Fiscal Period or Fiscal Year, after giving effect to the following adjustments:

(a) Credit to such Capital Account any amount that such Member is treated as being obligated to restore under Treasury Regulations §1.704-1(b)(2)(ii)(c), as well as any addition thereto pursuant to the penultimate sentence of Treasury Regulations §1.704-2(g)(1) and Treasury Regulations §1.704-2(i)(5), after taking into account any changes during the period in Company Minimum Gain and in the Member Minimum Gain; and

(b) Debit to such Capital Account the items described in Treasury Regulations §§1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), and 1.704-1(b)(2)(ii)(d)(6).

This definition of "Deficit Capital Account" is intended to comply with Treasury Regulations §§1.704-1(b)(2)(ii)(d) and 1.704-2 and shall be construed in a manner consistent with those provisions.

"***Distributable Cash***" means, for each Fiscal Year or a portion thereof, all cash of the Company derived from any source after deducting (a) all cash expenditures incurred in connection with the operation of the Company's business, (b) an amount necessary to pay all other liabilities of the Company then due and owing including, without limitation, all loans to the Company and all advances made by any Member to the Company and (c) an amount determined by the Manager to be reasonably necessary or desirable as a reserve for the operation of the Company business, liabilities of the Company not yet due, and/or future or contingent liabilities of the Company.

"***Effective Date***" is January 23, 2015.

"***Equity Security***" means limited liability company membership interests and any other capital stock, equity interest or other ownership interest or profit participation or similar right with respect to any entity, including, without limitation, any partnership or membership interest, any stock appreciation, phantom stock or similar right or plan, and any note or debt security having or containing equity or profit participation features, or any option, warrant or other security or right which is directly or indirectly convertible into or exercisable or exchangeable for any other equity securities.

"***Fiscal Period***" means any interim accounting period within a Fiscal Year that is established by the Manager and that is required or permitted under the Code or Treasury Regulations.

"***Fiscal Year***" means the Company's annual accounting period for each year, or the part year in the case of the initial year, ending December 31.

"***Interest***" means the personal property ownership right of a Member in the Company entitling such Member to, among other things, an allocation of the Company's income, gains, losses, deductions, and credits (for both book and tax purposes) and a share of distributions made by the Company, such personal property ownership right being evidenced by and composed of Membership Units (or a fraction thereof). Each Member's allocation of the Company's income, gains, losses, deductions, and credits (for both book and tax purposes) and share of the Company's distributions shall be determined in accordance with this Agreement based on the number and class of Membership Units owned by the Member.

"***Management Services Agreement"*** means that certain Management Services Agreement in the form attached hereto as Exhibit B, as such may be amended, restated or replaced from time to time.

"***Manager***" means Scott Milligan until his resignation and his replacement is appointed pursuant to Section 7.2(c).

"***Market Stand-Off Period***" shall have the meaning set forth in Section0.

"***Member***" means any Person that holds an Interest in the Company represented by Membership Units and is admitted as a member of the Company pursuant to the provisions of this Agreement, in such Person's capacity as a member of the Company.

"***Member Minimum Gain***" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Company nonrecourse liability, as determined in accordance with Treasury Regulations §1.704-2.

"***Member Nonrecourse Debt***" shall have the same meaning as the term "partner nonrecourse debt" set forth in Treasury Regulations §1.704-2(b)(4).

"***Member Nonrecourse Deductions***" shall have the same meaning as the term "partner nonrecourse deductions" set forth in Treasury Regulations §§1.704-2(i)(1) and 1.704-2(i)(2).

"***Membership Unit***" means an ownership interest in the Company representing a fractional part of the aggregate Interests in the Company represented by all outstanding Membership Units of the same class.

"***Noncompensatory Option***" means any of the following if not issued in connection with the performance of services to, or for the benefit of, the Company:

(i) a call option or warrant to acquire any Membership Units or other Interest;

(ii) the conversion feature of debt convertible into Membership Units of any class or into any Interest;

(iii) the conversion feature of any preferred equity of the Company convertible into common equity of the Company; and

(iv) any other right or instrument defined as a noncompensatory option in proposed Treasury Regulations §1.721-2(d), or any successor proposed, temporary or final Treasury Regulations.

"***Nonrecourse Deductions***" shall have the meaning set forth in Treasury Regulations §1.704-2(b)(1).

"***Nonrecourse Liability***" shall have the meaning set forth in Treasury Regulations §1.704-2(b)(3).

"***Percentage Interest***" means, with respect to a Member, a percentage equal to the fraction having a numerator equal to the number of Membership Units held by such Member and having a denominator equal to the aggregate number of all Membership Units outstanding.

"***Permitted Debt***" means (a) Non-recourse lease financing at the subsidiary level (for subsidiary transactions previously approved by the Members), (b) purchase money security interest financing; (c) commercial debt up to $2,000,000 and (d) the amounts owed under the Convertible Notes.

"***Permitted Transfer***" means (a) in the case of a Member that is an entity, to its Affiliates, or (b) in the case of a Member that is a natural person, a Transfer made for bona fide estate planning purposes, either during his or her lifetime or on death by will or intestacy to his or her spouse, child (natural or adopted), or any other direct lineal descendant of such Member (or his or her spouse) (all of the foregoing collectively referred to as "family members"), or any custodian or trustee of any trust, partnership or limited liability company for the benefit of, or the ownership interests of which are

owned wholly by, such Member or any such family members; provided, however, the transferee shall, as a condition to such issuance, deliver a counterpart signature page to this Agreement as confirmation that such transferee shall be bound by all the terms and conditions of this Agreement as a Member (but only with respect to the securities so transferred to the transferee).

"***Person***" means any association, corporation, stock company, estate, general partnership (including any Registered Limited Liability Partnership or Foreign Limited Liability Partnership), limited association, limited liability company (including a professional service limited liability company), foreign limited liability company, joint venture, limited partnership, natural person, real estate investment trust, business trust or other trust, custodian, nominee or other individual in its own or any representative capacity. In addition, the term means the heirs, executors, administrators, legal representatives, successors and assigns of that "Person" where the context so permits.

"***Supermajority Vote***" means an affirmative vote of Members who and that are entitled to vote, with respect to Membership Units held by such Members and representing more than 70% of the total votes that may be cast (regardless of whether such votes are actually cast) by Members entitled to vote on the matter under consideration.

"***Tax Matters Partner***" means the Member and Manager designated as such in Section 12.1(b) of this Agreement.

"***Tax Percentage***" means, as of any distribution date, the sum of (a) the maximum federal income tax rate on ordinary income (i.e., income other than capital gain) of an individual, as specified in Code §1(a), plus (b) the maximum Illinois income tax rate on ordinary income of an individual resident of Illinois, as specified in §201(b) of the Illinois Income Tax Act.

"***Treasury Regulations***" means the proposed, temporary, and final regulations promulgated under the Code, as amended from time to time.

"***Withdrawal***" means, with respect to any Member, the death or bankruptcy of such Member or a complete disposition of such Member's entire Interest in the Company made during the lifetime (or other existence) of such Member.

ARTICLE II
FORMATION OF THE COMPANY

2.1 ***Formation*****.** The Company was organized as a Delaware limited liability company, and the Certificate was filed with the Secretary of State of the State of Delaware.

2.2 ***Name*****.** The name of the Company is PetCure Oncology LLC, and appropriate certificates and affidavits shall be filed and recorded as may be necessary to secure that name for the sole and exclusive use of the Company; provided, however, that the name shall be subject to change by the Manager.

2.3 ***Purpose***; ***Powers*****.** The purpose of the Company is to do anything and all things permitted by the Act necessary or appropriate for the purposes set forth above. The Company shall possess and may exercise all powers and privileges granted by the Act, by any other law, or by this Agreement, including incidental powers thereto, to the extent that such powers and privileges are necessary, customary, convenient, or incidental to the attainment of the Company's purposes.

2.4 ***Term*****.** The term of the Company commenced on the date that the Certificate was filed in the Office of the Secretary of State of the State of Delaware and shall continue until the Company is dissolved in accordance with the provisions of either this Agreement or the Act.

2.5 ***Principal Place of Business.*** As of the Effective Date, the principal place of business of the Company is 8770 W. Bryn Mawr, Suite 1370, Chicago IL 60631. The Company may move its principal place of business to another location as determined by the Manager.

2.6 ***Registered Office and Registered Agent.*** The Company's registered office shall be at 160 Greentree Drive, Suite 101, Dover, Delaware 19904, and the name of its registered agent at such address shall be National Registered Agents Inc. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Office of the Secretary of State of the State of Delaware and paying any fees required under the Act.

2.7 ***Continuation of Company*****.** The Members hereby agree that the Company shall be organized, administered, operated, and terminated in accordance with the provisions of this Agreement and the Act. The Members hereby further agree that the rights, duties, liabilities, and obligations of the Members shall be governed by the provisions of this Agreement and the Act.

2.8 ***Qualification in Other Jurisdictions.*** The Manager shall cause the Company to be qualified, formed, or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Company conducts business and in which such qualification, formation, or registration is required by law or deemed advisable by the Manager. The Manager, as an authorized person within the meaning of the Act, shall execute, deliver, and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to do business.

ARTICLE III
MEMBERSHIP UNITS

3.1 ***Classes of Membership Units***.

3.1.1 ***Classes and Authorized Number of Membership Units.*** The Company shall have three classes of Membership Units: Class A Preferred Membership Units, Class B Common Membership Units and Class C Common Membership Units. The number of authorized Membership Units is as follows: One Million (1,000,000) Class A Preferred Membership Units, Two Million (2,000,000) Class B Common Membership Units and no Class C Common Membership Units. The holders of each class of Membership Units shall be entitled to the rights and privileges, and be subject to the obligations set forth in this Agreement, ascribed to such class of Membership Units. Any holder of more than one class of Membership Units shall have separate rights under this Agreement with respect to each class of Membership Units held by such holder.

3.1.2 ***Names and Addresses of Unit Holders.*** The name and address of each Member, the number and class of Membership Units held by such Member, and the initial Capital Account balance of such Member shall be set forth on Schedule I, as amended from time to time.

3.1.3 ***Treatment of Class C Common Membership Units as a Profits Interest.*** Until such time as (i) the proposed revenue procedure described in IRS Notice 2005-43, 2005-24 I.R.B. 1221 (or any similar provision) (the "***Safe Harbor Revenue Procedure***"), and (ii) Proposed Treasury Regulation §1.83-3(l) (or any similar provision) (the "***Safe Harbor Regulation***"), are finalized, the Company and each Member agrees that the Class C Common Membership Units shall be treated by the Company and each Member as "profits interests," as defined in IRS Revenue Procedure 93-27, 1993-2 C.B. 343, and further described in IRS Revenue Procedure 2001-43, 2001-2 C.B. 191.

3.2 ***Membership Units as Personal Property.*** The Interest of each Member in the Company, whether reflected in Membership Units held by a Member or in a mere distributional interest as defined in §18-701 of the Act of a transferee who has not been admitted as a Member, is personal property.

3.3 ***Persons Deemed Members.*** The Company may treat the Person in whose name any Membership Unit shall be registered on the books and records of the Company as a Member and the sole holder of such Membership Unit for all purposes whatsoever and, accordingly, shall not be bound to recognize any equitable or other claims to or interest in such Membership Unit on the part of any other Person, whether or not the Company shall have actual or other notice thereof.

ARTICLE IV
CAPITAL CONTRIBUTIONS

4.1 ***Capital Contributions of Members***.

(a) The Members of the Company as of the Effective Date shall be as set forth on Schedule I, attached hereto. The Members have contributed to the capital of the Company the respective amounts set forth on Schedule I and have received therefor the number and class of Membership Units, including fractions thereof, set forth opposite each Member's name thereon. Capital Contributions of the Members may be in the form of cash or any other form of consideration acceptable to the Manager.

(b) If the Manager determines that additional Capital Contributions are required for the reasonable needs of the business of Company, subject to Section 8.2, the Manager shall raise such additional Capital Contributions through the issuance of additional Membership Units, carrying such rights and priorities as the Manager determines. Each Member of the Company shall have the right to subscribe for his, her or its Percentage Interest of new Membership Units under such terms and conditions as the Manager provides. This right to subscribe for new Membership Units shall not apply to (i) Class C Common Membership Units issued as compensation for services provided to the Company, or (ii) Membership Units issued upon exercise of any options, warrants or convertible securities. Any Membership Units issued as compensation for services provided to the Company, as provided in Section 8.1(e), including Class C Common Membership Units, shall be subject to such vesting provisions, priorities, including limitations on sharing in proceeds of liquidation or sale, or other requirements or conditions as determined by the Manager. Subject to Section 8.2 this shall include the right to create additional classes of Membership Units, and provisions determining whether the dilution of existing holders of Membership Units will be proportional or limited to certain Membership Unit holders only, all as determined by the Manager. With the exception of any Membership Units issued upon exercise of a Compensatory Option, it is the intention that Membership Units issued after the date hereof in exchange for services shall be issued subject to the limitation that each Member will, with respect to such Membership Units, share only in future profits and future appreciation in value of the Company. Unless the Manager provide otherwise, such Members shall share in future distributions of proceeds of liquidation or sale only to the extent that the aggregate value

of the Company has increased above the value of the Company as of the date of issuance of such Membership Units. These provisions shall apply to all future issuances of Membership Units for services, even when such Membership Units are issued to persons who are already Members of the Company. The purpose of this limitation is to classify such Membership Units as profits interests, as such term is used in the IRS Revenue Procedure 93-27 and IRS Revenue Procedure 2001-43, so that the issuance of such profits interests will not be a taxable event to the Company or to any Member.

4.2 ***Capital Accounts***.

(a) A separate Capital Account will be maintained for each Member in accordance with Treasury Regulations §§1.704-1(b)(2)(iv) and 1.704-2, as amended. Each Member's Capital Account will be increased by (1) the amount of money contributed by such Member to the Company; (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such property that the Company assumes or takes subject to for purposes of Code §752); and (3) allocations to such Member of Company Profits and other allocations to such Member of items of Company income or gain. Each Member's Capital Account will be decreased by (1) the amount of money distributed to such Member by the Company; (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Code §752); and (3) allocations to such Member of Company Losses and other allocations to such Member of items of Company loss or deduction. The Company may, upon the occurrence of the events specified in Treasury Regulations §1.704-1(b)(2)(iv)(f), increase or decrease the Capital Accounts in accordance with the rules of Treasury Regulations §§1.704-1(b)(2)(iv)(f) and 1.704-1(b)(2)(iv)(g) to reflect a revaluation of Company property. The Company shall, upon the occurrence of the events specified in proposed Treasury Regulations §1.704-1(b)(2)(iv)(s) (or any successor proposed, temporary of final Treasury Regulations), increase or decrease the Capital Accounts in accordance with the rules of Treasury Regulations §§1.704-1(b)(2)(iv)(f) and 1.704-1(b)(2)(iv)(g) and the rules of proposed Treasury Regulations §1.704-1(b)(2)(iv)(h)(2) (or any successor proposed, temporary of final Treasury Regulations) to reflect a revaluation of Company property.

(b) For purposes of computing the amount of any item of Company income, gain, loss, or deduction to be reflected in the Members' Capital Accounts and to be allocated pursuant to Article V of this Agreement, the determination, recognition, and classification of any such item shall be the same as its determination, recognition, and classification for federal income tax purposes (including any method of depreciation, cost recovery, or amortization used for this purpose), provided that

(1) The computation of all items of income, gain, loss, and deduction shall include income and expense of the Company that are exempt from federal income tax and also those items described in Code §705(a)(2)(B) or Treasury Regulations §1.704-1(b)(2)(iv)(i), without regard to the fact that such items are not includible in gross income or deductible for federal income tax purposes;

(2) If the Book Value of any Company property is adjusted pursuant to Treasury Regulations §1.704-1(b)(2)(iv)(e) or §1.704-1(b)(2)(iv)(f) or pursuant to proposed Treasury Regulations §§1.704-1(b)(2)(iv)(h)(2) and 1.704-1(b)(2)(iv)(s) (or any successor proposed, temporary or final Treasury Regulations), the amount of such adjustment shall be taken into account as gain or loss from a disposition of such property;

(3) Items of income, gain, loss, or deduction attributable to the disposition of Company property having a Book Value that differs from its adjusted basis for federal income tax purposes shall be computed by reference to the Book Value of such property;

(4) Items of depreciation, amortization, and other cost recovery deductions with respect to Company property having a Book Value that differs from its adjusted basis for federal income tax purposes shall be computed by reference to the Book Value of such property in accordance with Treasury Regulations §1.704-1(b)(2)(iv)(g);

(5) To the extent an adjustment pursuant to Code §732(d), §734(b), or §743(b) to the adjusted tax basis of any Company property is required, pursuant to Treasury Regulations §1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the tax basis) or loss (if the adjustment decreases the tax basis); and

(6) Items of Company income, gain, loss, or deduction that are specially allocated pursuant to Section 5.4 shall be determined in the same manner as Company Profits and Company Losses, but such specially allocated items shall not be taken into account in computing Company Profits and Company Losses.

(c) The rules set forth in this Section 4.2 are intended to comply with the requirements of the Code and Treasury Regulations. If, in the opinion of the Manager and the Company's tax advisors, the rules set forth in this Section 4.2 must be modified in order for the Company to comply with the requirements of the Code or the Treasury Regulations, then the method in which Capital Accounts are maintained shall be so modified.

(d) On the date of this Agreement, the Capital Accounts of the Members are as set forth on Schedule I.

4.3 ***Interest on Capital Contributions.*** No Member shall receive interest on his, her or its Capital Contribution.

4.4 ***Withdrawal of Contributions.*** Except as otherwise expressly provided in this Agreement, no Member shall have the right to withdraw or reduce his, her or its Capital Contribution or to demand and receive property other than cash from the Company in the event of a return of such Member's Capital Contribution.

4.5 ***Return of Capital.*** Except as otherwise provided in this Agreement or required under the Act, no Member shall have priority over any other Member as to the return of any Capital Contribution. Any return of capital to the Members shall be solely from Company assets, and the Members shall not be personally liable for any such return except as provided in the Act.

4.6 ***Liability of Members.*** Except as required under the Act or any other provision of this Agreement, no Member shall have any obligation to restore any portion of any Capital Account deficit or to contribute to the capital of the Company; nor shall any Member have any personal liability for debts or other obligations of the Company, including without limitation obligations for federal and state income taxes and any other Illinois taxes or fees.

ARTICLE V
ALLOCATION OF COMPANY PROFITS AND LOSSES

5.1 ***Allocations.*** After the special allocations described in Section 5.2 of this Agreement have been given, and subject to Section 5.3, Company Losses and Company Profits shall be allocated to and among the Members as follows:

(a) Company Losses for a Fiscal Year or other Fiscal Period shall be allocated to and among the Members as follows:

(1) First, such Company Losses shall be allocated to the Members in proportion to the amount of Company Profits previously allocated to each pursuant to Section 5.1(b)(2) until aggregate Company Losses allocated to each Member equals, but does not exceed, the amount of such Company Profits;

(2) Second, to the Members holding Class B Common Membership Units or Class C Common Membership Units, in proportion to their respective Adjusted Capital Accounts, until the Adjusted Capital Account of each has been reduced to zero ($0);

(3) Third, to the Members holding Class A Preferred Membership Units, in proportion to their respective Adjusted Capital Accounts, until the Adjusted Capital Account of each such Member has been reduced to zero ($0); and

(4) Thereafter, to the Members in proportion to their respective Percentage Interests.

(b) Company Profits for a Fiscal Year or other Fiscal Period shall be allocated to and among the Members as follows:

(1) First, to the Members in the reverse chronological order in which, Company Losses were allocated to the Members pursuant to Section 5.1(a)(3) and Section 5.1(a)(2), including any such Company Losses reallocated pursuant to Section 5.1(c), until each Member has received aggregate allocations of Company Profit under this Section 5.1(b)(1) in an amount equal to, but not in excess of, the aggregate allocations of Company Losses to such Member pursuant to Sections 5.1(a)(2) and 5.1(a)(3) (including Company Losses reallocated pursuant to Section 5.1(c)) for all prior Fiscal Years or other Fiscal Periods; and

(2) The balance, if any, of such Company Profits shall be allocated to and among all Members pro rata on the basis of the number of Membership Units held by such Members.

(c) Notwithstanding Section 5.1(a), if the allocation of any portion of the Company Losses for a Fiscal Year or other Fiscal Period pursuant to Section 5.1(a) above would cause any Members to have a Deficit Capital Account at the end of such Fiscal Year or other Fiscal Period, then all of such portion of such Company Losses shall instead be allocated among the other Members, and such allocation shall be made first to Members holding Membership Units of the same class as those with respect to which such Company Losses otherwise would be allocable until the foregoing limitation would apply to such Company Losses, and thereafter to the other Members, in each case pro rata on the basis of the number of Membership Units of such class held by such Members to the maximum extent possible without causing any Member to have a Deficit Capital Account at the end of such Fiscal Year or other Fiscal Period.

5.2 ***Special Allocations*****.** The following special allocations will be made in the following order:

(a) *Company Minimum Gain Chargeback*. Except as otherwise provided in Treasury Regulations §1.704-2(f), notwithstanding any other provision of this Article V, if there is a net decrease in Company Minimum Gain during any Fiscal Year, each Member shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations §1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulations §§1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.2(a) is intended to comply with the minimum gain chargeback requirement in Treasury Regulations §1.704-2(f) and shall be interpreted consistently therewith.

(b) *Member Minimum Gain Chargeback*. Except as otherwise provided in Treasury Regulations §1.704-2(i)(4), notwithstanding any other provision of this Article V, if there is a net decrease in Member Minimum Gain attributable to a Member Nonrecourse Debt during any Fiscal Year, each Member who has a share of the Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations §1.704-2(i)(5), shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Member's share of the net decrease in Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations §1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulations §§1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.2(b) is intended to comply with the minimum gain chargeback requirement in Treasury Regulations §1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) *Qualified Income Offset*. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations §1.704-1(b)(2)(ii)(d)(4), §1.704-1(b)(2)(ii)(d)(5), or §1.704-1(b)(2)(ii)(d)(6), items of Company income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, such Member's Deficit Capital Account.

(d) *Gross Income Allocation*. In the event any Member has a Deficit Capital Account at the end of any Fiscal Year, each such Member shall be specially allocated items of Company income and gain in the amount of such Deficit Capital Account as quickly as possible, provided that an allocation pursuant to this Section 5.2(d) shall be made only if and to the extent that such Member would have a Deficit Capital Account after all other allocations provided for in this Article V (other than Sections 5.2(c) and 5.2(d)) have been made.

(e) *Nonrecourse Deductions*. Nonrecourse Deductions for any Fiscal Year shall be specially allocated among the Members in proportion to their Percentage Interests.

(f) *Member Nonrecourse Deductions*. Member Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations §1.704-2(i)(1).

(g) *Section 754 Adjustments*. To the extent that an adjustment to the tax basis of any Company property pursuant to Code §734(b) or §743(b) is required pursuant to Treasury Regulations §1.704-1(b)(2)(iv)(m)(2) or §1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution to a Member in complete liquidation of its Interest, the amount of such adjustment to Capital

Accounts shall be treated as an item of gain or loss and shall be specially allocated to the Members in accordance with their interests in the Company in the event Treasury Regulations §1.704-1(b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event Treasury Regulations §1.704-1(b)(2)(iv)(m)(4) applies. Other items of gain or loss described in Section 4.2(b)(5) shall be allocated in a manner consistent with the manner in which the corresponding adjustments to Capital Accounts are made.

(h) *Curative Allocations Following Certain Capital Account Adjustments to Reflect Exercise of Noncompensatory Option*. If the Capital Accounts of the Members are adjusted pursuant to Section 5.3(d), the Company shall make corrective allocations of items of Company income, gain, loss and deduction in the manner and to the extent required by Treasury Regulations §1.704-1(b)(2)(iv)(s)(4) and 1.704-1(b)(4)(x).

(i) *Allocations to Reflect Exercise of Compensatory Option*. Any item of deduction that is attributable to the exercise of a Compensatory Option shall be specially allocated to the Members in the manner described in Section 5.1(a); provided, however, that the Membership Units issued pursuant to such exercise shall not be treated as outstanding for this purpose.

(j) *Curative Allocations*.

(1) The special allocations required under this Section 5.2 (other than Section 5.2(h), Section 5.2(i), and this Section 5.2(j)) are intended to comply with the Treasury Regulations. It is the intent of the Company that all special allocations made pursuant to Sections 5.2(a) – 5.2(g) shall be offset either with other special allocations made pursuant to Sections 5.2(a) – 5.2(g) or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Section 5.2(j). Therefore, the Manager may, in their sole discretion, make, pursuant to this Section 5.2(j), such offsetting special allocations of Company income, gain, loss, or deduction in any manner the Manager and the Company's tax advisors determine to be appropriate, consistent with the goal that each Member's Capital Account balance be, to the extent possible, equal to the Capital Account balance such Member would have had in the absence of any allocations pursuant to Sections 5.2(a) – 5.2(g).

(2) If the Manager and the Company's tax advisors determine that the allocation of any item of Company income, gain, loss, deduction, or credit is not specified in this Article V (an "unallocated item"), or that the allocation of any item of Company income, gain, loss, deduction, or credit under this Article V is clearly inconsistent with the Members' economic interests in the Company (determined by reference to the general principles of Treasury Regulations §1.704-1(b) and the factors set forth in Treasury Regulations §1.704-1(b)(3)(ii) (a "misallocated item"), then the Manager may allocate such unallocated item, or reallocate such misallocated item, to reflect the Members' economic interests in the Company.

5.3 ***Adjustments in Connection with Noncompensatory Options*****.** At any time during which the Company has Noncompensatory Options outstanding and upon exercise of a Noncompensatory Option, the Capital Accounts of the Members (including the new or existing Member exercising the Noncompensatory Option) shall be subject to adjustment in accordance with the following rules:

(a) Upon the exercise of a Noncompensatory Option, the Book Value of all Company properties shall be adjusted in accordance with Treasury Regulations §1.704-1(b)(2)(iv)(s) to equal their respective gross fair market values, as reasonably determined by the Manager, reduced by the consideration paid to the Company to acquire any outstanding Noncompensatory Option;

(b) Any unrealized income, gain, loss or deduction in Company properties that has not previously been reflected in the Capital Accounts of the Members shall, notwithstanding anything in Article V to the contrary, be allocated first to the new or existing Members exercising the Noncompensatory Option to the extent necessary to reflect such Member's right to share in Company capital under the terms of the Noncompensatory Option and this Agreement and thereafter shall be allocated to the other Members in accordance with the provisions of this Article V;

(c) In determining the amount of any unrealized income, gain, loss or deduction in Company properties for purposes of this Section 5.3, the Book Value of Company properties shall be adjusted to account for Noncompensatory Options (not including the Noncompensatory Option the exercise of which triggered the Capital Account adjustments required by this Section 5.3) outstanding at the time of the adjustments required by this Section 5.3. Any such adjustments shall be made in a manner consistent with Treasury Regulations §1.704-1(b)(2)(iv)(h)(2);

(d) If, after making the allocations of Company income, gain, loss or deduction described in Section 5.3(b), the Capital Account of the Member exercising the Noncompensatory Option does not properly reflect such Member's right to share in Company capital under the terms of such Noncompensatory Option and this Agreement, then the Company shall reallocate Company capital, and adjust the Capital Accounts of the Members, so that the Capital Account of the Member exercising the Noncompensatory Option properly reflects such Member's right to share Company capital; and

(e) The Company shall otherwise comply with the rules of Treasury Regulations §1.704-1(b)(2)(iv)(s).

5.4 ***Adjustments in Connection with Compensatory Options.*** Notwithstanding anything in this Agreement to the contrary, upon the exercise of an option issued in connection with the performance of services to, or for the benefit of, the Company, (a "***Compensatory Option***") the Capital Account associated with the Membership Units issued as a result of such exercise shall, immediately following the exercise of the Compensatory Option, equal the excess of (i) the Capital Account balance the option holder would have had on the date of such exercise had the Membership Units

been issued to the option holder on the date the Compensatory Option was granted for a capital contribution in the amount of the option exercise price attributable to the Membership Units (assuming, for purposes of this calculation, that Capital Accounts had been adjusted in accordance with the Section 4.2(a) on such date), over (ii) the current Capital Account balance of the option holder.

5.5 ***Other Allocation Rules***.

(a) Company Profits, Company Losses, and all other items of Company income, gain, loss, deduction, and credit shall be determined by the Manager on a daily, monthly, or other basis, using any method permitted under Code §706 and the Treasury Regulations.

(b) The Members are aware of the tax consequences of the allocations required under this Article V, and each Member hereby agrees to be bound by the provisions of this Article V in reporting such Member's distributive share of Company income, gain, loss, and deduction for federal income tax purposes.

(c) Solely for purposes of determining a Member's proportionate Share of the "excess nonrecourse liabilities" of the Company (within the meaning of Treasury Regulations §1.752-3(a)(3)), the Members' interests in Company profits are in proportion to their Percentage Interests.

(d) As between a Member and any permitted (under this Agreement) transferee of all or any portion of such Member's Interest, Company Profits and Company Losses shall be allocated by the Manager in a manner intended to comply with Code §706 and the Treasury Regulations promulgated thereunder. In order to make such an allocation, the Manager may, in their discretion, close the Company's books on the date of such permitted transfer.

5.6 ***Allocations Solely for Tax Purposes***.

(a) Allocations required under this Section 5.6 are solely for tax purposes and shall not affect any Member's Capital Account or any Member's share of any distribution from the Company.

(b) All recapture of income tax deductions resulting from the sale or disposition of Company property shall be allocated to the Members to whom the deduction that gave rise to such recapture was allocated hereunder, or to such Members' successors, to the extent that such Members are allocated any gain from the sale or other disposition of such property.

(c) Allocations of tax credits, tax credit recapture, tax benefit recapture, and any items related thereto shall be allocated to the Members according to their interests in such items as determined by the Manager taking into account the principles of Treasury Regulations §1.704-1(b)(4)(ii).

(d) Items of Company income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall be allocated among the Members in accordance with Code §704(c) so as to take account of any variance between the tax basis of such property to the Company and its Book Value using the "traditional method" of allocation as set forth in Treasury Regulations §1.704-3(b), unless otherwise determined by the Manager, in its discretion.

(e) If the Book Value of any Company property is adjusted pursuant to Section 4.2(b), subsequent allocations of items of taxable income, gain, loss, and deduction with respect to such Company property shall take account of any variation between the tax basis of such Company property and its Book Value in the same manner as required under Code §704(c) using the "traditional method" of allocation as set forth in Treasury Regulations §1.704-3(b), unless otherwise determined by the Manager, in its discretion.

ARTICLE VI
DISTRIBUTIONS AND DISTRIBUTABLE CASH

6.1 ***Timing, Amount and Priority.*** Within 90 days after the end of each Fiscal Year (or more frequently if the Manager in his discretion, so determines based on estimates of Distributable Cash then available), the Manager shall determine the amount of Distributable Cash, if any, available for distribution to the Members and, subject to Section 6.4, shall distribute such amount to the Members in the following order of priority:

(a) First, to the Members holding Class A Preferred Membership Units, in proportion to their respective amounts of Class A Unreturned Capital, until the Class A Unreturned Capital of each has been reduced to zero ($0); and

(b) Thereafter, to all Members pro rata on the basis of the number of Membership Units held by each Member.

6.2 ***Distributions upon Liquidation or Sale.*** Notwithstanding anything to the contrary in this Article VI (other than Section 6.3), upon a liquidation of the Company or a sale of all or substantially all of the properties and assets of the Company, liquidating distributions shall be made among the Members of the Company in accordance with Section 10.2(e).

6.3 ***Limitations on Distributions.*** Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to any Member if such distribution would violate the Act or other comparable applicable law or if such distribution is prohibited in any loan agreements for borrowed money between the Company and its lenders.

6.4 ***Distributions in Respect of Members' Income Tax*.** Subject to the provisions in Section 6.3 and to the availability of funds, on or before the 100th day following the close of each calendar year the Company shall distribute to each Member cash in the amount equal to (i) the Tax Percentage multiplied by the excess, if any, of (a) the amount of Company taxable income and gain allocated to such Member for such year and all prior years, over (b) the amount of Company taxable loss and deduction allocated to such Member for such year an all prior years less (ii) all distributions made to such Member during such calendar year pursuant to Section 6.1. Any distribution made to a Member pursuant to this Section 6.4 shall be credited against distributions to which such Member otherwise is entitled under Section 6.1.

ARTICLE VII
VOTING RIGHTS AND MEETINGS

7.1 ***Vote per Member*.** Except as otherwise stated in this Agreement or required under the Act, Members shall have voting rights only with respect to matters that the Manager properly submit to a vote by the Members. Except as otherwise stated in this Agreement or required under the Act, with respect to matters that are properly submitted to a vote by the Members, all Members shall be entitled to vote on such matters in the same proportion as the number of Membership Units held by each Member bears to the total number of Membership Units outstanding. Each Membership Unit shall confer one vote to the holder thereof. Any action of the Members shall require a Supermajority Vote of the Members, which may be taken at a meeting of the Members called pursuant to Section 7.3(a) or pursuant to a written consent that is distributed to all Members.

7.2 ***Designation of Member Representatives***.

(a) Each Member that is an entity, as opposed to a natural person, shall designate a natural person to act as the Member Representative of such Member in all actions with regard to the Company. Any and all actions taken by such Member Representative on behalf of the Member shall be conclusive and binding for all purposes hereunder. Each Member shall have the ability at any time and from time to time to change the identity of its Member Representative by the delivery of written notice of such change to all Members and their Member Representatives. Such change shall be effective only upon the receipt of actual notice of such change, and the Company and the other Members shall be protected in relying on the authority of any Member Representative until the receipt of notice of such change.

(b) The rules for the management of the Company are set forth in Article VIII below.

(c) If there is a vacancy in the office of Manager, whether through the creation of the role of an additional Manager or the death, retirement, withdrawal, resignation, termination or cessation of existence of an acting Manager, such vacancy shall be filled through a Supermajority Vote of the Members.

7.3 ***Meetings of the Members.*** Except as otherwise stated in this Agreement or required under the Act, the following provisions shall apply to all meetings of Members:

(a) Meetings of Members, on a reasonable basis, may be called at any time, and for any purpose, by the Manager or a Supermajority Vote of the Members. Such meetings may be held remotely such that each Member may participate in the meeting and to vote on matters submitted to Members, including an opportunity to read or hear the proceedings substantially concurrently with such proceedings.

(b) Meetings of Members shall be conducted during regular business hours at the principal executive office of the Company, or at any other time and place designated by the Manager.

(c) Members entitled to vote at any meeting may vote in person or by proxy at such meeting. Whenever a vote, consent, or approval of Members is permitted or required under this Agreement, such vote, consent, or approval may be given at a meeting of Members or by written consent.

(d) Each Member may authorize any Person to act for such Member by proxy on all matters on which such Member is entitled to act, including waiving notice of any meeting or voting or participating at a meeting. Every proxy must be signed by the Member or its attorney-in-fact and shall be revocable at the pleasure of the Member executing it at any time before it is voted.

(e) Each meeting of Members shall be conducted by the Manager or by such Person that the Manager may designate.

(f) With respect to every meeting of Members called pursuant to Section 7.3(a), the Manager shall mail to the Member entitled to vote at such meeting, at least seven calendar days before such meeting, written notice plainly identifying the place, date, and time of such meeting.

(g) For the purpose of determining which Members are entitled to receive any distribution or notice, or to vote at any meeting of Members or any adjournment thereof, the date on which the resolution declaring such distribution is adopted, and the date on which such notice of meeting or other notice is mailed, as the case may be, shall be the record date for making such determination.

(h) Whenever any notice is required to be given to any Member, a waiver thereof signed by such Member shall have the same effect as the giving of timely and proper notice (regardless of whether such Member signs the waiver before, at, or after the time the notice is required to be given).

(i) With respect to every meeting of Members called, the Manager shall maintain a record of all actions taken by the Members pursuant to any provision of this Agreement at each meeting, including minutes of each meeting and copies of all proxies pursuant to which any vote is executed. The Manager shall also maintain copies of all actions taken by consent of Members and copies of all proxies pursuant to which any consent is executed.

7.4 ***Market Stand-Off***.

Each Member agrees that, in connection with any registration of Membership Units pursuant to an underwritten public offering, it shall not offer for sale, sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of, any securities (issued or unissued) other than those registered and included in such underwritten offering, whether in a transaction that would require registration under the Securities Act or otherwise, until the expiration of a period of time (the "***Market Stand-Off Period***") after the effective date of the registration statement agreed upon by the Company and the underwriter; provided, however, that the Market Stand-Off Period shall not exceed 120 days from the effective date of the registration statement (180 days with respect to an initial public offering of Membership Units or common stock by the Company). Each Member further agrees to execute and deliver a customary lock-up agreement consistent with the foregoing and such other documents as are reasonable and customary in connection with an underwritten public offering, including, without limitation, an FINRA questionnaire, if requested to do so by the Company or the underwriters managing the underwritten offering.

ARTICLE VIII
MANAGEMENT

8.1 ***Management of the Company.*** The Company shall be managed by the Manager. Except as otherwise stated in this Agreement or required under the Act, the business and affairs of the Company shall be conducted, directed, managed, and controlled, and all actions required under this Agreement shall be determined solely and exclusively by the Manager; and the Manager shall have all rights and powers and authority on behalf and in the name of the Company to perform all acts necessary and desirable to the objects and purposes of the Company. Without limiting the generality of the foregoing, subject to Section 8.2, the Manager, in its capacity as such, shall have the right and power and authority to act, except as otherwise limited in this Agreement or required under the Act, on behalf of the Company to:

(a) authorize, execute, and engage in contracts, transactions, investments, and dealings on behalf of the Company, including contracts, transactions, investments, and dealings with any Member;

(b) borrow money on behalf of the Company and mortgage, pledge, or otherwise encumber any assets of the Company;

(c) collect all amounts due to the Company;

(d) call meetings of Members;

(e) issue Membership Units (or Noncompensatory Options to acquire Membership Units) in accordance with the restrictions of this Agreement, including the issuance of Interests (or Compensatory Options to acquire Membership Units) to employees of the Company, in consideration of services performed and to be performed, subject to such vesting provisions, priorities, including limitations on sharing in proceeds of liquidation or sale, or other requirements or conditions as determined by the Manager;

(f) pay all expenses incurred in forming the Company;

(g) lend money;

(h) determine and make distributions, in cash or otherwise, in respect of Interests, in accordance with the provisions of this Agreement and the Act;

(i) establish a record date with respect to all actions to be taken hereunder that require a record date to be established;

(j) establish or set aside any reserve or reserves for contingencies and for any other proper Company purpose;

(k) redeem, repurchase, or exchange, on behalf of the Company, Interests that may be so redeemed, repurchased, or exchanged;

(l) appoint (and dismiss from appointment) attorneys and agents on behalf of the Company, and employ or otherwise engage (and dismiss from employment or other engagement) any and all persons providing legal, accounting, or financial services to the Company, and such employees, consultants, independent contractors, or agents as the Manager deems necessary or desirable for the management and operation of the Company, including, without limitation, any Member;

(m) incur and pay all expenses and obligations incident to the operation and management of the Company, including, without limitation, the services referred to in the preceding paragraph, taxes, interest, travel, rent, insurance, supplies, and salaries and benefits of the Company's employees and agents, including compensation to service providers who are also Members;

(n) acquire and enter into any contract of insurance necessary or desirable for the protection or conservation of the Company and its assets or otherwise in the interest of the Company as the Manager shall determine;

(o) open accounts and deposit, maintain, and withdraw funds in the name of the Company in banks, savings and loan associations, brokerage firms, or other financial institutions;

(p) effect a dissolution of the Company and act as liquidating trustee or the Person winding up the Company's affairs, all in accordance with the provisions of this Agreement and the Act;

(q) bring, defend, arbitrate, prosecute, or compromise on behalf of the Company actions and proceedings at law or equity before any court or governmental, administrative, or other regulatory agency, body, or commission or otherwise;

(r) prepare and cause to be prepared reports, statements, and other relevant information for distribution to Members as may be required or determined to be necessary or desirable by the Manager from time to time;

(s) prepare and file all necessary returns and statements and pay all taxes, charges, assessments, and other impositions applicable with respect to the Company or its income or assets;

(t) delegate to any Person or committees of Persons any right, power, authority, and/or duty of the Manager;

(u) prosecute, protest, defend, and/or protect all proprietary rights (including all trade names, trademarks, and service marks, and all licenses and permits and applications with respect thereto) of the Company and all rights of the Company in connection therewith;

(v) execute and deliver, for and on behalf of the Company, promissory notes, evidences of indebtedness, agreements, assignments, deeds, leases, loan agreements, mortgages, and other security instruments, in each case as the Manager deems necessary or appropriate for the objects and purposes of the Company; and

(w) execute all other documents or instruments, perform all duties and powers, and do all things for and on behalf of the Company in all matters necessary or desirable or incidental to the foregoing.

The express grant of any power or authority in this Agreement to the Manager shall not in any way limit or exclude any other power or authority of the Manager that is not specifically or expressly set forth in this Agreement.

8.2 Management Actions Requiring Member Consent. Notwithstanding anything to the contrary herein, the written consent of those Members holding the equivalent of a Supermajority Vote shall be required for the following actions (either directly or by amendment, merger, consolidation or otherwise):

(a) to effect a Company Transaction;

(b) to effect the dissolution of the Company

(c) to effect transactions or enter into, modify or waive any rights of the Company pursuant to, agreements with Affiliates of the Company or the Manager or any agreement with an aggregate payment by or to the Company in excess of $50,000 per annum, provided that the foregoing shall not prevent the Company from entering into the Master Services Agreement;

(d) to amend, modify or waive any rights under this Agreement or the Company's Certificate of Formation (other than to increase the number of Class B Common Membership Units to permit the conversion of the Company's Convertible Notes pursuant to Section 6 thereof) ;

(e) to issue Membership Units, options, warrants or other rights to acquire Membership Units (other than in connection with the conversion of the Convertibles Notes in accordance with Section 6 thereof);

(f) to redeem Membership Units, other than at a price equal to the cost of such Membership Units issued in connection with the termination of the employment of the holder of the Membership Unit;

(g) to admit new Members (other than to admit new Members in connection with the conversion of the Company's Convertible Notes pursuant to Section 6 thereof);

(h) the transfer of any Membership Units, other than Permitted Transfers;

(i) to approve or amend the Annual Budget;

(j) to approve the payment or increase of compensation to the Manager or the payment of performance compensation, including Class C Membership Units, to the Manager or any employee of the Company;

(k) to incur indebtedness or enter into guarantees of indebtedness of the Company in excess of 120% of that provided for in the Annual Budget (other than Permitted Debt);

(l) to allow the creation of liens on, or encumbrances of, assets in excess of those provided in the Annual Budget or in connection with Permitted Debt;

(m) to make capital expenditures in excess of 105% of that provided for in the Annual Budget;

(n) to repurchase or redeem debt securities (other than Permitted Debt in accordance with the terms and conditions provided in the instruments and agreements representing such Permitted Debt);

(o) to approve, modify, waive any rights under or amend the compensation provided under the Management Services Agreement;

(p) to enter into or invest in any joint ventures or partnerships, including incurring debt and guarantees of such debt by the Company or such subsidiary;

(q) to issue any securities of any subsidiary to any person other than the Company;

(r) so long as a Member is the holder of a Convertible Note, to amend, modify or waive any right or term of any Convertible Note, whether in favor of the Company or the holder(s) thereof; or

(s) to enter into any agreement to effect any of the foregoing.

8.3 ***Reliance by Third Parties.*** Persons dealing with the Company are entitled to rely conclusively on any grant of any power or authority to the Manager under this Agreement.

8.4 ***No Management by Members Not Manager.*** Except as otherwise stated in this Agreement or required under the Act, no Member other than the Manager shall take part in the day-to-day management, operation, or control of the business or affairs of the Company, and no Member other than the Manager shall be an agent of the Company or have any right, power, or authority to transact any business in the name of the Company or to act for or on behalf of or to bind the Company.

8.5 ***Business Transactions of a Manager with the Company.*** Except as otherwise stated in this Agreement or required under the Act, any Manager may lend money to, borrow money from, act as surety, guarantor, or endorser for, guarantee or assume one or more obligations of, provide collateral for, and transact other business with the Company and (subject to applicable law) shall have the same rights and obligations with respect to any such matter as a Person who is not a Manager.

8.6 ***Tenure of Manager.*** The Manager shall retain its status and capacity as the Manager until it ceases to be a Member of the Company or is removed or resigns in accordance with the provisions of this Agreement and the Act.

8.7 ***Exculpation from Liability for Certain Acts.*** The Manager shall not be liable to the Company or to any other Members for damages attributable to any breach of duty owed by the Manager (by virtue of being the Manager) to the Company or the other Members, except to the extent (a) required under the Act or (b) such breach of duty is based on a knowing violation of applicable law or this Agreement or (c) such breach of duty is based on violation of applicable law or this Agreement arising out of the Manager's gross negligence or willful misconduct. The Manager shall not be liable to the Company or any other Member for any loss, damage, or claim incurred by reason of any act or omission performed or omitted by the Manager in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on the Manager by this Agreement. The Manager shall be fully protected in relying in good faith on the records of the Company and on such information, opinions, reports, or statements presented to the Company by any Person as to matters the Manager

reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports, or statements as to the value and amount of the assets, liabilities, profits, losses, or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

8.8 ***Indemnification of Manager.*** The Company hereby agrees, to the fullest extent permitted under the Act, to indemnify and defend the Manager, its principals, members, officers, and employees (each a "***Manager Party***") against and hold each Manager Party harmless from any losses, judgments, liabilities, and expenses (including reasonable attorneys' fees) incurred by such Manager Party by reason of any act or omission (other than any act or omission carried out in willful misconduct or gross negligence) performed or omitted in good faith on behalf of the Company and in a manner reasonably believed by such Manager Party to be within the scope of the authority of such Manager.

8.9 ***Resignation and Withdrawal.*** The Manager may resign from the position of Manager at any time by giving written notice to the other Members of the Company. The resigning Manager shall cease to be the Manager upon receipt of the notice of such resignation by the Members or, if later, at such time as may be specified in such notice. Upon the Withdrawal of the Member who also serves as the Manager, the Manager shall be treated as having resigned as of the date of Withdrawal and shall automatically cease to be the Manager as of the date of such Withdrawal. Except in the case of resignation by reason of Withdrawal, the resignation of the Manager pursuant to this Section 8.9 shall not affect such Member's rights as a Member and shall not constitute a Withdrawal of such Member.

8.10 ***Compensation of Manager.*** Other than the reimbursement of payment of expenses under Section 8.1(m), the Manager shall not be entitled to management fee.

8.11 ***Annual Budget.*** At least thirty (30) calendar days prior to the beginning of each calendar year, the Company shall prepare and distribute to the Members an annual budget for the following year, which shall be subject to Supermajority Vote Approval ("***Annual Budget***"), prepared on a monthly basis for the Company and its subsidiaries (including anticipated statements of income and cash flows and balance sheets) and any material revisions thereof (all which shall be subject to Supermajority Vote approval), which such material revisions shall be distributed promptly to the Members.

8.12 ***Other Businesses.*** Each Member agrees and acknowledges that the business of the Company is not the primary or sole business of the Manager or any, and the Manager is permitted to engage in any other business, without offering rights of participation to the Company or any Member, even if such business may be deemed to be competitive with the business of the Company.

ARTICLE IX
LIMITATIONS ON DISPOSITION OF MEMBERS' INTERESTS

9.1 ***Basic Limitations*.** Except as otherwise provided in this Article IX, no Member may sell, assign, give, hypothecate, pledge, transfer, or otherwise dispose of that Member's Interest in the Company, in whole or in part, voluntarily, involuntarily, by operation of law, or otherwise (a "***Transfer***"), to any Person other than the Company. No Member shall dissociate from the Company prior to its dissolution and winding up.

9.2 ***Investment Representations and Warranties*.** Each Member hereby represents and warrants to the Company that its acquisition of its Interest is made as principal for its own account, for investment purposes only, and not with a view to the resale or distribution of such Interest. Each Member agrees that it will not sell, assign, give, hypothecate, pledge, transfer, or otherwise dispose of any or all of its Interest to any Person who or which does not similarly represent, warrant, and agree as provided in this Section 9.2.

9.3 ***Restrictions on Transfer of Interests***.

(a) *Voluntary Transfer*. If a Member intends to Transfer any Interests it owns to any Person other than the Company (a "***Transferor***"), it shall give written notice to the Company and the nonselling Members ("***Remaining Members***") of its intention to do so ("***Transfer Notice***"). The Transfer Notice, in addition to stating the Transferor's intention to Transfer its Interests, shall state (1) the number of Membership Units it desires to Transfer; (2) the name, business, and residence address of the proposed transferee; and (3) whether the Transfer is made at arm's length for full and valuable consideration and, if so, the amount of the consideration and the other terms of the sale. For 60 days following the Company's receipt of the Transfer Notice (the "***Company Option Period***"), the Company shall have the option to purchase all or any portion of the Interests that are proposed to be transferred for the price and on the terms set forth in Section 9.3(i), and if the Company does not exercise its option to purchase all, but not less than all, of such Interests within said 60-day period, each of the Remaining Members, for a period of 15 days after the expiration of the Company Option Period, shall have an option to purchase their pro rata share of the Interests that have not been purchased by the Company, at the price and on the terms set forth in Section 9.3(i).

(b) *Involuntary Transfers*. In the event of the death, incompetency, bankruptcy withdrawal, or dissolution of a Member (a "***Withdrawing Member***" or a "***Transferor***"), for a period of 90 days after the Company receives actual notice thereof, the Company shall have the option to purchase all of any portion of the Withdrawing Member's Interest, for the price and on the terms set forth in Section 9.3(i). If the Company does not exercise its option to purchase all of the Withdrawing Member's Interest, for a period ending 15 days after the close of the Company's 90-day option period, the Remaining Members shall have a collective option to purchase all, but not less than all (on a pro rata basis based on those Remaining Members who exercise such options), of such Withdrawing Member's Interest at the price set forth in Section 9.3(i)(1)(B) and on the same terms as provided for an option regarding a voluntary

transfer in Section 9.3(a) of this Agreement. If the Company and the Remaining Members do not exercise their options, the provision of Sections 9.3(e) and 9.3(g) shall apply to the Withdrawing Member and its Representative, if any.

(c) *Exercise of Options*.

(1) *Means of Exercise*. The Company and the Remaining Members who exercise any option granted by this Article IX shall do so by giving written notice (Exercise Notice) of the exercise of their respective options within the time periods provided in this Article IX to the Members and, in the case of an option upon involuntary transfer, to the Withdrawing Member or its Representative.

(2) *Voting To Exercise*. A Transferor, in his, her or its capacity as a Member, shall not be entitled to vote in the Company's determination of whether to exercise any purchase option granted by this Agreement or with respect to any decisions or actions involving the purchase option or the consummation of the exercise thereof.

(d) *Nonexercise of Options*. If the Remaining Members and the Company fail to exercise their purchase options to acquire all of the Interests that are proposed to be transferred in compliance with Section 9.3(a) of this Agreement, the Transferor may, within 30 days following the expiration of the option period for the Remaining Members, transfer the Interests to the transferee named in the Transfer Notice, subject to the terms of this Agreement; provided, however, that such Transfer must be on terms and for consideration at least as favorable to the Transferor as those specified in said Transfer Notice. If the Transfer is not on the terms or is not to the transferee stated in the Transfer Notice, or is not made within said 30-day period, or if the Transferor, after the Transfer, reacquires all or any portion of the transferred Membership Units, the initial Transfer shall be void and without legal or other effect.

(e) *Requirements for Transfer*. Subject to any restrictions on transferability required by law (including the Securities Act of 1933, any state securities or "Blue Sky" law, and the rules promulgated thereunder), and subject to the provision of this Article IX, each Member shall have the right to Transfer (but not to substitute the assignee as a substitute Member in his, her or its place, except in accordance with Section 9.3(g) hereof), by written instrument, the whole or any part of his, her or its Interest, provided that (1) the transferee is a citizen and resident of the Membership United States, and otherwise not a tax-exempt entity under Code §168(h); (2) the Transferor delivers to the Company and the Remaining Members an unqualified opinion of counsel in form and substance satisfactory to counsel designated by the Manager that neither the Transfer nor any offering in connection therewith violates any provision of any federal or state securities law; (3) the transferee executes a statement that he or she is acquiring such Interest or such part thereof for his, her or its own account for investment and not with a view to distribution, fractionalization, or resale thereof; and (4) the Company receives a favorable opinion of the Company's legal counsel or such other counsel selected by the Manager that such Transfer would not result in the termination of the Company (within the meaning of Code §708(b)) or the termination of its status as a limited liability company under the Code; provided, further, that the Manager may elect

to waive the requirement of the opinions of counsel set forth in Sections 9.3(e)(2) and 9.3(e)(4) above should they, in their sole discretion, determine that the cost of time delays involved in procuring such opinions may impede the Company's ability to effect the contemplated Transfer.

(f) *Effectiveness of Assignment*. No Transfer shall be effective unless and until the requirements of Section 9.3(e) are satisfied. The Transfer by a Member of all or part of his, her or its Interest shall become effective on the first day of the calendar month immediately succeeding the month in which all of the requirements of this Section 9.3 have been met and the Company has received from the Transferor a transfer fee sufficient to cover all expenses of the Company connected with such transfer; provided, however, that the Manager may elect to waive this fee in their sole discretion. All distributions prior to the effective date shall be made to the Transferor and all distributions made thereafter shall be made to the transferee.

(g) *Requirements for Admission*. No transferee of the whole or a portion of a Member's Interest shall have the right to become a Member unless and until all of the following conditions are satisfied:

(1) A duly executed and acknowledged written instrument of transfer approved by all of the Remaining Members has been filed with the Company setting forth (A) the intention of the transferee to be admitted as a Member; (B) the notice address of the transferee; and (C) the number of Membership Units transferred by the Transferor to the transferee;

(2) The opinions of counsel described in Section 9.3(e) above are delivered to the Company and the Remaining Members, subject to the Manager's right to waive the delivery of these opinions in its sole discretion;

(3) The Transferor and the transferee execute and acknowledge, and cause any necessary other Persons to execute and acknowledge, such other instruments and provide such other evidence as the Manager may reasonably deem necessary or desirable to effect such admission, including without limitation (A) the written acceptance and adoption by the transferee of the provisions of this Agreement, including a representation and warranty that the representations and warranties in Section 9.2 are true and correct with respect to the transferee; (B) the transferee's completion of a purchaser qualification questionnaire that will enable counsel for the Company to determine whether such proposed substitution is consistent with the requirements of a private placement exemption from registration under the Securities Act of 1933 and relevant state law; and (C) the transferee's completion, if applicable, of an

acknowledgment of the use of a purchaser representative, and such representative's completion of a purchaser representative questionnaire that will enable counsel for the Company to determine whether such proposed substitution is consistent with the requirements of a private placement exemption from registration under the Securities Act of 1933 and relevant state law;

(4) The admission is approved by the Manager, with the granting or denial of the admission to be within the sole and absolute discretion of the Manager; and

(5) A transfer fee has been paid to the Company by the Transferor sufficient to cover all expenses in connection with the transfer and admission, including but not limited to attorneys' fees for the legal opinions referred to in Sections 9.3(e) and 9.3(g), subject to the Manager's right to waive the payment of these fees in their sole discretion.

(h) *Rights of Mere Assignee*. If a transferee of an Interest is not admitted as a Member, he or she shall be entitled to receive the allocations and distributions attributable to the transferred Interest, but such transferee shall not be entitled to inspect the Company's books and records, receive an accounting of Company financial affairs, exercise the voting rights of a member, or otherwise take part in the Company's business or exercise the rights of a Member under this Agreement.

(i) *Purchase Price and Terms*.

(1) *Purchase Price*. If the Company or the Remaining Members exercise their options (the "***Optionor***"), the purchase price the Optionor shall pay for the Transferor's Membership Interest following the exercise of an option to purchase under Sections 9.3(a) or 9.3(b) shall be an amount equal to (A) the purchase price as stated in the Transfer Notice where (i) the proposed transfer is for full and adequate consideration and (ii) the transferee identified in the Transfer Notice is not a member of the Transferor's family or an affiliate of the Transferor; and (B) in all other cases, the value of the Transferor's Membership Interest as mutually agreed on by the Members. If the parties cannot agree within ten days after the date of the final Exercise Notice, the purchase price shall be the amount the Transferor would receive if all the Company Property were sold at its appraised fair market value and the proceeds were applied in accordance with Section 10.2. An independent appraiser ("***Qualified Appraiser***") experienced in conducting appraisals of assets similar to the Company property shall conduct an appraisal of all of the Company property to determine its fair market value ("***First Appraisal***"). The Optionor shall select a Qualified Appraiser to perform the First Appraisal and shall assume the cost of the First Appraisal. If, within five days after receipt of the First Appraisal, the Transferor disputes the value determined by the First Appraisal, the Transferor may obtain, at his, her or its own cost, a second appraisal ("***Second Appraisal***") of the fair market value of the Company property by a Qualified Appraiser of his, her or its choice. If the parties agree, the Second Appraisal shall be used to determine the value of the Company property. If the two appraisals are performed and the parties cannot agree within ten days which of the appraisals accurately

reflects the value of the Company property, the two appraisers selected under this subparagraph shall select a Qualified Appraiser to conduct a third appraisal ("***Third Appraisal***") of the fair market value of the Company property. The fair market value of the Company property established by the Third Appraisal shall be final and binding in all respects on all parties. The Optionor and the Transferor shall each pay 50 percent of the costs of the Third Appraisal.

(2) *Payment of Purchase Price and Closing*. The closing of any sale and purchase of the Transferor's Interest in the Company shall be within 30 days from the later of (A) the date of the final Exercise Notice; or (B) delivery of the final appraisal performed pursuant to Section 9.3(i)(1). The Optionor shall pay the purchase price (A) at the time and in accordance with the terms and conditions as stated in the Transfer Notice when the purchase price is determined pursuant to Section 9.3(i)(1); or (B) at the closing in all other cases, unless the parties agree on different terms. The Transferor shall deliver documents satisfactory to the Optionor conveying his, her or its Interest free and clear of all liens, claims, and encumbrances, any of which may be paid out of the purchase price, with the remainder, if any, paid to the Transferor. If the purchase price is insufficient to satisfy any such liens, the Transferor shall discharge the balance.

9.4 ***Interests in Member*.** A Member that is not a natural person may not cause or permit an ownership interest, direct or indirect, in itself to be disposed of such that, after the disposition, (a) the Company would be considered to have terminated within the meaning of Code §708; or (b) without the written consent of the other Members that Member shall cease to be controlled by substantially the same Persons who control it as of the date of the Member's admission to the Company. For a period of 120 days after notice to the Company of any Member's breach of the provisions of clause (b) of the immediately preceding sentence, the Company shall have the option to buy, and on exercise of that option the breaching Member shall sell, the breaching Member's Membership Interest, at the price determined in accordance with Section 9.39.3(i)9.3(i)(1)(B). The breaching Member shall deliver documents satisfactory to the Company conveying its Interest free and clear of all liens, claims, and encumbrances, any of which may be paid out of the purchase price, with the remainder, if any, paid to the selling Member. If the purchase price is insufficient to satisfy any such liens, the selling Member shall discharge the balance.

9.5 ***Operating Rules; Multiple Purchasers*.** If more than one Member exercises its right to make a purchase of an interest under this Article IX with respect to any single Transfer subject thereto, then each exercising Member shall participate in the purchase of a proportionate part of such shares in the same proportion as the number of Membership Units then owned by such exercising Member bears to the number of Membership Units then owned by all such exercising Members.

ARTICLE X
DISSOLUTION AND TERMINATION

10.1 ***Events of Dissolution*****.** The Company shall be dissolved, and shall terminate and wind up its affairs, upon the first to occur of the following:

(a) the sale or other disposition of substantially all of the assets of the Company; or

(b) a Supermajority Vote of the Members to dissolve the Company.

10.2 ***Liquidation*****.** If the Company shall be dissolved by reason of the occurrence of any of the circumstances described in Section 10.1, no further business shall be conducted by the Company except for taking such action as shall be necessary for the winding up of its affairs and the distribution of its assets to the Members. Upon such dissolution, the Manager shall select a liquidator or, if the Manager fails to select a liquidator, or if the liquidator selected is unable or unwilling to so act, the Members shall select a liquidator by a Supermajority Vote of all Members. Such liquidator shall have full authority to wind up the affairs of the Company and to make final distribution as provided herein. Upon such dissolution of the Company, the liquidator shall take the following steps:

(a) Determine which Company properties and assets should be distributed in kind, and dispose of all other Company properties and assets at the best cash price obtainable therefor under the circumstances.

(b) Pay all Company debts and liabilities, in the order of priority as provided under applicable law, or otherwise make adequate provision therefor.

(c) Determine by independent appraisal the fair market value of the Company properties and assets to be distributed in kind, and credit or charge (as the case may be) the Capital Account of each Member with the amount that would have been credited or charged to such Member in accordance with Article IV if such properties and assets had been sold at fair market value.

(d) Credit or charge (as the case may be) each Member's Capital Account with such Member's share of all Company Profits and Company Losses that were not previously reflected in any Capital Accounts and that were realized or incurred during the Fiscal Year or Fiscal Years that include the dissolution and termination, up to and including the date of distribution, net of all distributions that were not previously reflected in any Capital Accounts and that were made to such Member during such Fiscal Years up to but not including such date.

(e) By the end of the taxable year in which the liquidation occurs (or if later, within ninety (90) days following such liquidation), make liquidating distributions to the Members in proportion to their respective positive Capital Account balances. Such distribution may be made in cash or in kind, and the proportion of such distribution that is received in cash may vary from Member to Member as the liquidator may decide.

(f) Notwithstanding Sections 10.2(a) – 10.2(e), if any Member shall be indebted to the Company for any reason whatsoever, the liquidator may apply any amounts otherwise distributable to such Member in accordance with this Section 10.2 to the payment of such indebtedness.

(g) The liquidator shall comply with all requirements of the Act, or other applicable law, pertaining to the winding up of a limited liability company.

10.3 ***Backstop Allocation.*** If the distributions to the Members pursuant to Section 10.2(e) would result in all or some of the Members receiving distributions in amounts different than the amounts that they would receive if the distributions were instead made in accordance with Section 6.1, after taking into account all Capital Account adjustments for the taxable year during which the liquidation occurs ("***Target Distributions***"), the Company shall, notwithstanding anything in this Agreement to the contrary, cause Company Profits or Company Losses (and items thereof) for the year of the liquidation and, to the extent necessary and possible, Company Profits or Company Losses (and items thereof) from preceding taxable years of the Company (to the extent the Company's tax return for such year or years has not been filed as of such date), to be allocated in a manner that results in distributions to each Member pursuant to Section 10.2(e) to be equal to the Target Distribution of such Member.

10.4 ***Filings*****.** Upon dissolution and complete winding up of the Company, the liquidator shall file any and all certificates and other documents required under the Act, including, but not limited to, a Certificate of Cancellation as required by the Act.

10.5 ***Termination*****.** The Company shall terminate when all of the assets of the Company have been distributed in the manner provided for in Section 10.2 of this Agreement and the Certificate shall have been canceled in the manner required by the Act.

ARTICLE XI
BOOKS AND RECORDS; BANKING; ACCOUNTING

The Manager shall (a) keep or cause to be kept at the address of the Company (or at such other place the Manager shall determine) accurate and proper books and records regarding the status of the business and financial conditions of the Company; (b) be responsible for and handle all banking functions and relationships; and (c) retaining a nationally recognized accounting firm to prepare audited financial statements.

ARTICLE XII
TAX MATTERS

12.1 ***Company Tax Returns***.

(a) The Manager shall cause to be prepared and timely filed all tax returns required to be filed for the Company, and shall cause to be timely paid all taxes owed by the Company. The Manager may, in their discretion, make or refrain from making any foreign, federal, state, or local income or other tax elections for the Company that they deem necessary or advisable, including, without limitation, any election under Code §754.

(b) Accelitech is hereby designated as the Company's "Tax Matters Partner" under Code §6231(a)(7) and shall have all the powers and responsibilities of such position as provided in the Code. The Manager are specifically directed and authorized to take whatever steps the Manager, in their discretion, deem necessary or desirable to perfect such designation, including filing any forms or documents with the Internal Revenue Service and taking such other action as may from time to time be required under the Treasury Regulations issued under the Code. Each Member hereby agrees to cooperate with the Tax Matters Partner with respect to all matters within its authority as Tax Matters Partner. Expenses incurred by the Tax Matters Partner, in its capacity as such, will be borne by the Company.

12.2 ***Forms K-1 and 1065*****.** The Manager shall, as promptly as practicable, cause to be prepared and mailed to each Member of record an Internal Revenue Service Schedule K-1, Internal Revenue Service Form 1065, and any other forms that are necessary or advisable for the Members to satisfy their federal tax reporting obligations.

12.3 ***Taxation as Partnership*****.** The Members agree that the Company will seek to be treated as a partnership for United States federal income tax purposes.

ARTICLE XIII
MISCELLANEOUS

13.1 ***Amendments*****.** In addition to amendments to this Agreement otherwise authorized under this Agreement, subject to Section 8.2, the Manager may, at any time and without consent of any Member, make any amendment to this Agreement provided that such amendment

(a) merely corrects an error or resolves an ambiguity in, or inconsistency among, the provisions of this Agreement;

(b) deletes or adds any provision of this Agreement that is required to be so deleted or added by any federal or state governmental authority;

(c) merely amends this Agreement or the Company's Certificate to admit new Members in accordance with this Agreement; or

(d) reflects a change in the Act that permits or requires an amendment (without adversely affecting the rights of any Member in any material respect).

13.2 ***Successors*****.** This Agreement shall be binding as to the executors, administrators, estates, heirs, and legal successors, or nominees or representatives, of the Members. Except as otherwise provided in this Agreement, no persons other than the Members and their respective executors, administrators, estates, heirs, and legal successors, or their nominees or representatives, shall obtain any rights by virtue of this Agreement.

13.3 ***Counterparts*****.** This Agreement may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart.

13.4 ***Integration*****.** This Agreement constitutes the entire agreement among the Members pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and undertakings of the Members in connection therewith.

13.5 ***Governing Law*****.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflict of laws thereof.

13.6 ***Severability*****.** This Agreement shall be construed to the maximum extent possible to comply with all of the terms and conditions of the Act. If, notwithstanding the previous sentence, a court of competent jurisdiction concludes that any provision or wording of this Agreement is invalid or unenforceable under the Act or other applicable law, the invalidity or unenforceability or such provision or wording will not invalidate the entire Agreement. In such a case, this Agreement will be construed so as to limit any term or provision so as to make it valid or enforceable within the requirements of applicable law and, in the event such term or provision cannot be so limited, this Agreement will be construed to omit such invalid or unenforceable provision or term. If it is determined that any provision relating to the distributions and allocations of the Company or to any fee payable by the Company is invalid or unenforceable, this Agreement shall be construed or interpreted so as (a) to make it enforceable or valid and (b) to make the distributions and allocations as closely equivalent to those set forth in this Agreement as permissible under applicable law.

13.7 ***Headings*****.** The Headings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

13.8 ***Filings*****.** Following the execution and delivery of this Agreement, the Manager shall promptly prepare any documents required to be filed and recorded under the Act, and the Manager shall promptly cause each such document to be filed and recorded in accordance with the Act and, to the extent required by local law, to be filed and recorded or notice thereof to be published in the appropriate place in each jurisdiction in which the Company may hereafter establish a place of business. The Manager shall also promptly cause to be filed, recorded, and published such statements or other instruments required by any provision of any applicable law of the Membership United States or any state or other jurisdiction that governs the conduct of its business from time to time.

13.9 ***Power of Attorney*****.** Each Member does hereby constitute and appoint each and all of the Manager as its true and lawful representative and attorney-in-fact, in its name, place, and stead to make, execute, sign, deliver, and file (a) any amendment of the Certificate required because of an amendment to this Agreement; (b) any amendment to this Agreement made in accordance with the terms hereof; and (c) all such other instruments, documents, and certificates that may from time to time be required by the laws of the Membership United States of America, the State of Delaware, or any other jurisdiction, or any political subdivision or agency thereof, to effectuate, implement, and continue the valid and subsisting existence of the Company or to dissolve the Company or for any other purpose consistent with this Agreement and the transactions contemplated hereby.

The power of attorney granted hereby is coupled with an interest and shall (a) survive and not be affected by the subsequent death (or cessation of existence), incapacity, disability, dissolution, termination, or bankruptcy of the Member granting the power of attorney or the transfer of all or any portion of such Member's Interest and (b) extend to such Member's successors, assigns, and legal representatives.

13.10 ***Notices*****.** Notices, requests, reports, payments, calls, or other communications required to be given or made to any Member hereunder shall be in writing and shall be deemed to be given or made when properly addressed and posted by registered or certified mail, postage prepaid, to such Member at such Member's address last shown on the Company's books and records. Addresses shown under the signatures of each Member shall be considered the last known address of such Member unless and until the Company is otherwise notified by such Member.

13.11 ***Arbitration*****.** With respect to any controversy or claim that arises under the terms of this Agreement and that is not resolved through negotiation, the Company and each Member agree to seek resolution of such controversy or claim through arbitration in Cook County, Illinois in accordance with the current Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award entered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The costs of arbitration shall be allocated among the parties as directed by the arbitrator(s).

13.12 ***Title to Company Assets.*** The assets of the Company shall be owned by the Company as an entity, and no Member shall have any direct ownership interest in such assets or any portion thereof.

13.13 ***Rights of Creditors and Third Parties.*** This Agreement is entered into between Company and Members for the exclusive benefit of Company, its Members, and their successors and assignees. Except as provided in Section 8.3 of this Agreement, this Agreement is expressly not intended for the benefit of any creditor of Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party has any rights under this Agreement or any agreement between Company and any Member with respect to any Capital Contribution or otherwise.

13.14 ***Execution of Additional Documents.*** Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney, and other instruments reasonably necessary for the Company to comply with any applicable laws, rules, or regulations.

13.15 ***Confidentiality.*** Any mediators appointed pursuant to this Agreement shall be under a duty to maintain in confidence, to the greatest extent reasonably possible, any and all information relating to the Company and its Members or creditors.

[Signature to page to follow]

Operating Agreement of PetCure Oncology LLC

Signature Page

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

MANAGER

By: _____

Scott Milligan

MEMBERS

Accelitech LLC, a Delaware limited liability company

By: _____

Kerwin J. Brandt, Chief Executive Officer

FLF Associates LLC

By: _____

Name: FRED FELLOWS

Title: MANAGER

_____

L. Peter Smith

_____

Karl Dahlgren

Operating Agreement of PetCure Oncology LLC

Signature Page

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

MANAGER

By: _____

Scott Milligan

MEMBERS

Accelitech LLC, a Delaware limited liability company

By: _____

Kerwin J. Brandt, Chief Executive Officer

FLF Associates LLC

By: _____

Name: _____

Title: _____

_____

L. Peter Smith

Karl Dahlgren

EXECUTION

Operating Agreement of PetCure Oncology LLC

Signature Page

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

MANAGER

By: _____

Scott Milligan

MEMBERS

Accelitech LLC, a Delaware limited liability company

By: _____

Kerwin J. Brandt, Chief Executive Officer

FLF Associates LLC

By: _____

Name: _____

Title: _____

L. Peter Smith

_____

Karl Dahlgren

EXECUTION

SCHEDULE I

Members; Membership Units; Capital Accounts

Member	Initial Capital Account	Number of Class A Preferred Units	Number of Class B Common Units	Number of Class C Common Units	Total Number of Units
Accelitech, LLC	$0.00	0	1,940,000	0	1,940,000
L. Peter Smith	$0.00	0	60,000	0	60,000
FLF Associates LLC	$1,000,000.00	950,000	0	0	950,000
Karl Dahlgren	$0.00	0	50,000	0	50,000
Others				0	0
Total	$1,000,000.00	950,000	2,050,000	0	3,000,000

MEMBER SCHEDULE I

Members; Membership Units; Capital Accounts

As of March 1, 2017

Member	Capital Account (as of February 28, 2017)*	Number of Class A Preferred Units	Number of Class B Common Units	Number of Class C Common Units	Total Number of Units
Accelitech, LLC	9,085,666.67	0	1,940,000	0	1,940,000
L. Peter Smith	281,000.00	0	60,000	0	60,000
FLF Associates LLC	5,399,166.67	950,000	0	0	950,000
Karl Dahlgren	234,166.67	0	50,000	0	50,000
Neal Mauldin, DVM	N/A			62,500**	62,500
Jack Moore	N/A			62,500**	62,500
Total	*	950,000	2,050,000	0	3,125,000

* Company as of February 28, 2017 FMV set at $15,000,000. The step up in capital accounts as follows: (i) $950,000 allocated to the Class A Preferred Units; (ii) the balance of $14,050,000 allocated pro-rata amongst the Class A Preferred Units and the Class B Common Units. In the event that the Company closes on a new financing on or before June 30, 2017 then the above capital account adjustments will be rebased to reflect the Company valuation arising from that financing.

** Issued pursuant to Interest Purchase Agreements dated March 1, 2017.