LIMITED LIABILITY COMPANY AGREEMENT

OF

DIZRAPTOR FUND 1030, LLC

The Interests issued under this Limited Liability Company Agreement have not been registered under the Securities Act of 1933 or the securities act of any state. They may not be sold or offered for sale in the absence of an effective registration statement under the appropriate securities acts, or an opinion of counsel satisfactory to the Company that exemptions under the securities acts are available and that registration is not required. The Interests are also subject to the terms, restrictions, and provisions of this Limited Liability Company Agreement.

LIMITED LIABILITY COMPANY AGREEMENT OF DIZRAPTOR FUND 1030, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "*Agreement*") is made and adopted as of May 18, 2022, as the limited liability company agreement of DIZRAPTOR FUND 1030, LLC, a Delaware limited liability company (the "*Company*"), by and among the Manager and each other Person who after the date hereof becomes a Member of the Company and becomes a party to this Agreement. Certain capitalized terms used throughout this Agreement are defined in *Appendix A*, which is incorporated herein by reference.

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I.
ORGANIZATION

1. **Formation.**

   a. On November 19, 2021, the Company was formed as a Delaware limited liability company by the filing of the Certificate in the office of the Secretary of State of Delaware. By executing this Agreement, the Members hereby adopt and ratify the Certificate, and hereby discharge the authorized person named therein from any further obligations, duties, or liabilities to the Company as an authorized person. The Certificate may be amended from time to time by the Manager.

   b. This Agreement constitutes the "limited liability company agreement" (as that term is used in the Act) of the Company. The rights, powers, duties, obligations, and liabilities of the Manager and the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations, and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

2. **Name.**

   The name of the Company is "Dizraptor Fund 1030, LLC" and all business of the Company shall be conducted under that name or under any other name adopted by the Manager.

3. **Term.**

   The term of the Company commenced on the date the Certificate was filed with the Secretary of State of Delaware and shall continue in existence for 10 years or until the Company is dissolved in accordance with the provisions of the Act or this Agreement whichever occurs first.

4. **Business of the Company.**

The Company is formed for the specific purpose of acquiring, holding, and disposing of the Portfolio Company Securities, and any Follow-On Investments and/or modifications thereto, and to engage in any related lawful act or activity for which a limited liability company may be organized under the Act in furtherance of such investments. The Company shall possess and may exercise all the powers and privileges granted by the Act or by any other law or by this Agreement, together with any powers incidental thereto, including such powers and privileges as are necessary or convenient to the conduct, promotion, or attainment of the business, purposes, or activities of the Company.

ARTICLE II.
INTERESTS

1. Issuance of Interests.

The Manager may cause the Company to issue Interests. Upon the satisfaction of any applicable conditions related to the issuance of an Interest, including, if a condition, the receipt by the Company of payment therefor and the execution of a counterpart to this Agreement evidencing such Person's consent to be bound by all the terms of this Agreement, such Interest shall be issued and listed as such in the books and records of the Company and the recipient thereof shall be admitted as a Member.

2. Key Economic Terms.

a. **"Carried Interest Allocation"** means, with respect to each Member, that certain percentage to such Member and to the Manager as defined in the Private Placement Memorandum . Such percentage being integrated into this Agreement.

b. **"Investment Management Fee Percentage"** means that certain percentage as defined in the Private Placement Memorandum. Such percentage being integrated into this Agreement.

3. Capital Calls.

a. Upon admission to the Company as a Member, each Member shall make a Capital Contribution to the Company in an amount equal to such Member's Capital Commitment.

b. The Members recognize that the Company may require additional funds to operate its business and own, manage, and maintain its assets. If the Manager determines that additional funds are so needed, then additional funds shall be called for by the Company (a *"Call for Funds"*); provided, that no Member will be required to contribute additional funds in excess of 10% of the Capital Commitment subscribed for such Member in such Member's Subscription Agreement. Upon a Call for Funds, the Manager shall send

notice of the same to each Member, and each Member shall have 15 days after such notice to make a pro rata Capital Contribution based on their relative Percentage Interests.

c. If any Member shall be in default in its obligation to make any Capital Contribution and such default shall continue for 10 days following notice of such default from the Manager (any such Member, a *"Defaulting Member"*), the Manager, the Company and the non-defaulting Members shall have such rights and remedies with respect thereto as are available at law or in equity and may commence legal proceedings to compel the Defaulting Member to make the additional Capital Contribution. After Notice to the Defaulting Member, such Defaulting Member shall no longer have the right to vote on any matter presented to the Members for a vote and, without limiting the generality of the foregoing, the Manager may take any or all of the following actions against such Defaulting Member:

    i. alone or in association with other non-defaulting Members (as the Manager may elect), lend to the Defaulting Member for contribution to the Company all or any part of the amount not contributed by the Defaulting Member, which loan shall be a demand loan, shall bear interest at a rate per annum equal to the lesser of (x) 18% and (y) the highest rate of interest such Member is legally permitted to pay in such circumstances on the amount due from the date such amount became due until the date on which such payment is received by the Company from such Member, and shall be secured by the Defaulting Member's Interest (the principal and interest of such loan to be repaid out of the first distributions to be paid to the Defaulting Member pursuant to this Agreement); and/or

    ii. permit the non-defaulting Members to purchase the Interest of the Defaulting Member for an amount, in cash, equal to 75% of the original purchase price of the Defaulting Member's Interest as of the date of such default; it being agreed that the rights of the non-defaulting Members pursuant to this subsection

shall be apportioned by the Manager on a pro rata basis in accordance with the respective Percentage Interests of such non-defaulting Members. If one or more non-defaulting Members do not elect to purchase their share of the Defaulting Member's Interest, then the right to purchase such remaining portion shall be apportioned on a pro rata basis with respect to the Percentage Interests of electing Members. To the extent that after completing the process described in this subsection (iii), all of the Interest of the Defaulting Member has not been purchased, the Manager shall be entitled to purchase any remaining portion.

d. No part of any distribution shall be paid to any Defaulting Member until any amount owing to the Company by such Defaulting Member shall have been repaid. At the election of the Manager, which it may make in its sole discretion, the Company may either (i) apply all or part of any such withheld distribution in satisfaction of the amount then due to the Company from such Member or (ii) withhold such distribution until all amounts then due are paid to the Company by such Member. Upon payment of all amounts due to the Company (by application of withheld distributions or otherwise), the Manager shall distribute any unapplied balance of any such withheld distribution to such Member. No interest shall be payable on the amount of any distribution withheld by the Company pursuant to this subsection (d).

4. Interests Not Certificated.

The Company in its sole discretion may, but shall not be required to, issue certificates to the Members representing the Interests held by such Members. If the Company issues certificates representing Interests, then in addition to any other legend required by applicable law, all certificates representing issued and outstanding Interests shall bear a legend substantially in the form set forth on the cover page of this Agreement.

5. Return of Capital Contributions

a. Except as otherwise provided in this Agreement, no Member has any right to withdraw or reduce its Capital Contribution.

b. Notwithstanding Section 2.5(a), (i) if the Company does not enter into a binding agreement to purchase the Portfolio Company Securities by the date specified in the private placement memorandum and/or Subscription Agreements (the "*Outside Date*"), the Company shall return the Members' aggregate Capital Contributions to the Members within 15 days after the Outside Date.

ARTICLE III.
BOOKS AND RECORDS; REPORTS; TAX MATTERS

1. Books and Records.

Subject to reasonable restrictions established by the Manager (including as set forth in § 18-305(c) of the Act), each Member and its respective agents and representatives shall be afforded access to the Company's books and records applicable to such Member for any purpose reasonably related to the Member's interest as a Member (as determined by the Manager in its reasonable discretion), at any reasonable time during regular business hours upon at least 5 business days' prior written notice to the Company.

2. Tax Information.

The Company shall send to each Person who was a Member at any time during the Fiscal Year then ended such tax information as shall be reasonably required for such Member to comply with federal and state tax laws, if any, including, without limitation, all information reasonably required for the preparation of federal and state income tax returns.

3. Partnership Representative.

a. **Designation.** The Manager is hereby designated as the "partnership representative" (the "*Partnership Representative*") as provided in Code § 6223(a).

b. **Tax Examinations and Audits.** The Manager is authorized to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by Taxing Authorities and any resulting adversarial proceedings, and to expend Company funds for professional services and costs associated therewith. Each Member agrees that any action taken by the Manager in connection with audits of the Company shall be binding upon such Member and that such Member shall not independently act with respect to tax audits or tax litigation affecting the Company. The Manager

shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any Taxing Authority.

c. **Tax Elections and Procedures.** The Manager shall have sole discretion to make any determination regarding income tax elections it deems advisable on behalf of the Company.

d. **Tax Returns and Tax Deficiencies.** Each Member agrees that such Member shall not treat any Company item on such Member's federal, state, foreign, or other income tax return inconsistently with the treatment of the item on the Company's return. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes and any tax deficiency imposed pursuant to Code § 6226) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member as provided in Section 3.4.

e. **Resignation; Removal.** The Partnership Representative may resign at any time. If the Manager ceases to be the Partnership Representative for any reason, a Majority in Interest of the Members may appoint a new Partnership Representative.

f. **Expenses.** The Partnership Representative shall be entitled to reimbursement from the Company for all reasonable costs and expenses incurred by the Partnership Representative in complying with and carrying out its responsibilities as Partnership Representative.

4. Tax Withholding; Withholding Advances.

a. **Tax Withholding.** If requested by the Manager, each Member shall, if able to do so, deliver to the Manager:

    i. an affidavit in form satisfactory to the Manager that the applicable Member (or such Member's partners or members, as the case may be) is not subject to

withholding under the provisions of any federal, state, local, foreign or other applicable law;

ii. any certificate that the Manager may reasonably request with respect to any such laws; and/or

iii. any other form or instrument reasonably requested by the Manager relating to any Member's status under such laws.

If a Member fails or is unable to deliver to the Manager the affidavit described in Subsection (i) above, the Manager may withhold amounts from such Member in accordance with Section 3.4(b).

b. **Withholding Advances.** The Company is hereby authorized at all times to make payments ("*Withholding Advances*") with respect to each Member in amounts required to discharge any obligation of the Company (as determined by the Manager based on the advice of legal or tax counsel to the Company) to withhold or make payments to a Taxing Authority with respect to any distribution or allocation by the Company of income or gain to such Member and to withhold the same from distributions to such Member. Any funds withheld from a distribution by reason of this Section shall nonetheless be deemed distributed to the Member in question for all purposes under this Agreement. If the Company makes any Withholding Advance with respect to a Member hereunder that is not immediately withheld from actual distributions to the Member, then the Member shall promptly reimburse the Company for the amount of such payment, plus interest at a rate equal to the Prime Rate plus two percent (2.0%) per annum, compounded annually, on such amount from the date of such payment until such amount is repaid (or deducted from a distribution) by the Member (any such payment shall not constitute a Capital Contribution but shall credit the Member's Capital Account if the Company shall have initially charged the amount of the Withholding Advance to the Member's Capital Account). Each Member's reimbursement obligation under this Section shall continue after such Member assigns its Interest.

c. **Indemnification.** Each Member hereby agrees to indemnify and hold harmless the Company and the other Members from and against any liability with respect to taxes, interest, or penalties which may be asserted by reason of the Company's failure to deduct and withhold tax on amounts distributable or allocable to such Member. The provisions of this Section and the obligations of a Member pursuant to *Section 3.4(b)* shall survive the termination, dissolution, liquidation, and winding up of the Company and the assignment of such Member's Interest. The Company may pursue and enforce all rights and remedies it may have against each Member under this Section, including bringing a lawsuit to collect repayment with interest of any Withholding Advances.

d. **Overwithholding.** Neither the Company, the Manager, nor the Investment Manager shall be liable for any excess taxes withheld with respect to any distribution or allocation of income or gain to a Member. In the event of an overwithholding, a Member's sole recourse shall be to apply for a refund from the appropriate Taxing Authority.

ARTICLE IV.
CAPITAL ACCOUNTS; CAPITAL CONTRIBUTIONS

1. **Capital Accounts.**

   An individual Capital Account shall be established and maintained for each Member in accordance with Regulations § 1.704-1(b)(2)(iv).

2. **Capital Contributions.**

   Each Member shall make the Capital Contribution described for that Member in such Member's Subscription Agreement. The Manager shall not be required to make a Capital Contribution.

3. **No Interest on or Demand for Return of Capital Contributions.**

   No Member shall be entitled to receive any interest on his Capital Contributions or Capital Account balance, or to have the right to demand the return of his Capital Contribution. No Member shall have the right to receive property other than cash in return for such Member's Capital Contribution.

4. **Waiver of Partition.**

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

5. **Resignation.**

   No Member shall have the power or right to resign from the Company as a Member.

6. **Follow-On Investments.**

   At times, the Company's investment in the Company Investment by its terms may give rise to Follow-On Investments. To the

extent the Company receives such rights, the Company hereby assigns and delegates all such rights to the Manager. If the Company, as a holder of securities, is presented with the opportunity or request to make Follow-On Investments, the Company may make such Follow-On Investments; provided, however, the Manager may, in its sole discretion, organize one or more additional entities with additional members for the purpose of making such an investment and may extend any investment opportunity to the Members at its own discretion. All decisions related to the exercise of these rights will belong to the Manager and will be made at the Manager's sole discretion. The Members acknowledge and agree that the rights described in this Section 4.6 are not actual rights or entitlements exercisable by the Company or by any Member of the Company. Each Member waives any right or remedy it may have in relation to the Manager's exercise of these rights on behalf of the Company. No action or inaction by the Manager with respect to any Follow-On Investment can be deemed to adversely impact any rights or entitlements vested in the Member by virtue of their beneficial ownership in the Company. Notwithstanding any other provision herein, the Manager may create a separate class or series of Interests to exercise any Follow-On Investment rights by amending this Agreement and shall not require the consent of any Member so long as the Members at such time retain the indirect rights to the original Company Investment acquired by their Capital Contributions, subject to the terms of this Agreement.

ARTICLE V.
DISTRIBUTIONS

1. Distributions.

Except as specifically provided otherwise in this Agreement, distributions shall be made at such time(s) as the Manager may determine. Distributions shall initially be notionally apportioned among the Members (including the Manager in its capacity as a Member, if applicable) in proportion to their relative Percentage Interests. The amount apportioned to each Member shall be distributed as follows:

a. first, 100% to such Member until distributions to such Member on a cumulative basis pursuant to this clause (a) equal such Member's Capital Contributions; and

b. thereafter, according to such Member's Carried Interest Allocation.

2. Reserves and Working Capital.

The Manager may determine that a reserve be set aside for working capital and contingencies.

3. Advances to Pay Taxes.

Subject to the existence of sufficient Net Cash Flow, the Company shall distribute cash to each Member as provided in this Section prior to April 15 following the close of each calendar year if (a) the federal and state income taxes that will be owed by such Member with respect to such year on taxable income of the Company allocated to such Member pursuant to this Agreement exceed (b) the cumulative amount of distributions previously made to such Member pursuant to this Article (other than this Section) during such year. In such case, the Company shall distribute cash to such Member in an amount equal to such excess. Any distribution made to a Member pursuant to this Section shall be treated as an advance of future amounts otherwise distributable to such Member pursuant to this Article (excluding this Section) and shall be recouped from the first of such future distributions. In determining the amount of tax a

Member will owe for such year under this Section, it will be assumed that such Member is an individual subject to a combined federal, state, and/or local income tax at the highest marginal rate for ordinary income and capital gains of individuals resident in the state in which the Company's principal place of business is located.

4. Assignment of Distributions.

The Manager may, in its sole discretion, assign to one or more Persons or waive all or any portion of any distribution made to it under Section 5.1. For the avoidance of doubt any expenses relating to brokerage commissions, escrow fees, clearing and settlement charges, custodial fees, and any other costs relating to the transfer of Portfolio Company Securities or other assets to the Members following a Liquidity Event will be paid by the Company prior to any distributions. The amount of assets that are distributable to the Members will be net of those expenses. In the Manager's sole discretion, the Manager may agree with any Member to adjust the distribution percentages described in Section 5.1.

5. Form of Distribution.

Distributions pursuant to this Article V may be comprised of (i) Portfolio Company Securities, or (ii) Net Cash Flow or other securities if and to the extent that, in connection with a Liquidity Event, the Company receives Net Cash Flow or other securities in exchange for Portfolio Company Securities. Interim distributions will be made at times as the Manager determines in its sole discretion. Notwithstanding the foregoing, no distribution of securities will be made to any Member to the extent such Member would be prohibited by applicable law from holding those securities. Unless otherwise agreed to by the Manager, distributions will be made to each Member's respective brokerage account, provided that any distribution of Net Cash Flow may, in the sole discretion of the Manager, be made, in whole or in part, to the account from which the attributable Capital Contribution was paid.

ARTICLE VI.
ALLOCATIONS

1. Allocation of Net Profits and Net Losses.

After giving effect to the special allocations set forth in *Appendix B* (which is hereby incorporated by reference), any Net Profits or Net Losses for each Fiscal Year of the Company's operations shall be allocated to the Members in such manner that, as of the end of such Fiscal Year, for each Member, the sum of: (a) the Capital Account of such Member, (b) such Member's share of Company Minimum Gain, and (c) such Member's Partner Minimum Gain, immediately after giving effect to such allocations, is, to the greatest extent possible, equal to the net amount, positive or negative, that would be distributed to such Member or for which such Member would be liable to the Company under this Agreement, determined as if: (i) the Company were dissolved and terminated at the end of such Fiscal Year, (ii) its affairs were wound up and each asset on hand at the end of such Fiscal Year were sold for cash equal to its Book Value, (iii) all liabilities of the Company were satisfied (limited with respect to each nonrecourse liability to the Book Values of the assets securing such liability), and (iv) the net assets of the Company were distributed to the Members in accordance with *Section 5.1.*

2. Allocation of Net Profits and Net Losses on Assignment of an Interest.

The Net Profits or Net Losses allocable to any Interest which may have been issued, redeemed, or assigned during any year shall be allocated on the basis of the results of Company operations during the period in which the Member associated with such Interest was recognized as the owner thereof, as if the Company books had been closed on the date of issuance, redemption, or assignment.

ARTICLE VII.
MANAGEMENT

1. Authority of the Manager.

Except as otherwise expressly provided in this Agreement, the business and affairs of the Company shall be exclusively managed by the Manager and the Manager shall have sole and exclusive control over the Company. The Manager shall have the power and authority to take such action from time to time as the Manager may deem to be necessary, appropriate, or convenient in connection with the management and conduct of the business and affairs of the Company, including, without limitation, the power and authority to:

a. engage in any activity or incur any expenditure related to the Company's business purpose;

b. employ, on behalf of and at the expense of the Company, any and all financial advisers, underwriters, placement agents, brokers, attorneys, accountants, consultants, appraisers, property managers, personnel, custodians of the assets of the Company, or other agents, on such terms and for such compensation as the Manager may determine, and terminate such employment;

c. make all elections, investigations, evaluations and voting and other decisions, binding the Company thereby, that may, in the sole discretion of the Manager, be necessary or desirable for the investment or reinvestment in, or acquisition, holding, retention, management, monitoring, ownership, capitalization, merging, restructuring, sale, transfer, conveyance, assignment, exchange, pledge or other disposition of, assets held by or on behalf of the Company;

d. lend money to the Company;

e. bring, defend, settle, and dispose of any legal proceeding;

f. (f) establish reserves for contingencies and for any other Company purpose;

g. distribute funds to the Members by way of cash or otherwise pursuant to this Agreement;

h. prepare and cause to be prepared reports, statements, and other information for distribution to the Members in accordance with this Agreement;

i. prepare and file necessary returns and statements, pay taxes, assessments, and other impositions applicable to the assets of the Company, and withhold amounts with respect thereto from funds otherwise distributable to any Member;

j. determine the accounting methods and conventions to be used in the preparation of any accounting or financial records of the Company;

k. open, maintain, and close accounts with banks, brokerage firms or other financial institutions, and deposit, maintain and withdraw funds in the name of the Company and draw checks or other orders for the payment of moneys;

l. enter into, execute, deliver, and perform any contract, agreement, or other instrument as the Manager shall determine, in its sole discretion, to be necessary or desirable (i) in connection with the sale of Interests, including the Subscription Agreements, or (ii) to further the purposes of the Company, including granting or refraining from granting any waivers, consents, and approvals with respect to any of the foregoing and any matters incident thereto;

m. effect a dissolution of the Company as provided herein;

n. effect a dissolution of the Company as provided herein;

o. act for, and on behalf of, the Company in all matters incidental to the foregoing; and

p. do all things and discharge all duties or responsibilities required of, or imposed on, a Manager of a limited liability company by applicable law (whether or not on behalf of the Company). In addition, the Manager shall have the power to perform all acts that it may, in its sole discretion, deem necessary or desirable in connection with the performance of its duties hereunder. The Manager may, in its sole

discretion, delegate certain administrative duties hereunder to such Persons as the Manager may designate from time to time, including the management, operations, and control of the Company to the Investment Manager to the fullest extent permitted by law, provided that any such delegation shall not relieve the Manager of its obligations to the Members under this Agreement.

2. Agency of Members.

No Member shall participate in or have any control over the Company's business or have any authority or right to act for or bind the Company.

3. Discharge of Duties.

a. The Manager shall devote so much of its business time to the affairs of the Company as it considers, in its sole discretion, to be appropriate to enable the Company to carry out its business as contemplated herein. This Agreement does not in any way restrict the ability of the Manager to engage, independently or with others, for its account and for the accounts of others, in other business ventures and activities of every nature and description, whether such ventures are competitive with the business of the Company or otherwise. The Manager and its Affiliates may acquire interests in the Company or other funds, companies, partnerships, or any other Person issuing securities managed or administered by the Manager and its Affiliates. The Manager and its Affiliates may acquire or possess interests in the Portfolio Company and the interests may be of a different class or type, with different rights and preferences, than those held by the Company. Likewise, the Manager and its Affiliates may acquire or possess interests in other companies or business ventures that are competitive with the Portfolio Company or the Company. Neither the Company nor any Member shall have any rights or obligations by virtue of this Agreement in and to such independent ventures and activities or the income or profits derived therefrom.

b. The Manager shall have a duty to refrain from engaging in grossly negligent or reckless conduct, intentional

misconduct, or fraud with respect to the Company's business. Other than the duties set forth in this Section, each Member and the Company hereby waive any and all fiduciary duties of the Manager that, absent such waiver, may be implied by the Act or Delaware law, and in doing so, acknowledge and agree that the duties and obligations of the Manager to the Members and to the Company are only as expressly set forth in this Agreement.

4. Company Expenses.

The Company shall be responsible for and shall pay all Company Expenses. As used herein, the term *"Company Expenses"* means all expenses or obligations of the Company or otherwise incurred by the Manager on behalf of the Company in connection with this Agreement. The parties agree that all of the following constitute Company Expenses, and comprise some, but not necessarily all, of the types of expenses that may constitute Company Expenses, depending upon the context in which such expenses are incurred:

a. all out-of-pocket expenses incurred by the Company or on its behalf that are directly related to the organization of the Company or the marketing of Interests, including, without limitation, legal, accounting, filing, and printing fees;

b. expenses incurred in connection with acquiring the Portfolio Company Securities, including, but not limited to, broker fees, placement fees, or other transaction-related fees;

c. expenses incurred in connection with obtaining legal, tax, accounting, auditing, valuation and other professional advice, and the advice of other consultants and experts on behalf of the Company;

d. expenses incurred in connection with the registration, qualification, or exemption from registration of the Interests or the offering of the Interests under any applicable law;

e. out-of-pocket expenses incurred in connection with the collection of amounts due to the Company from any Person;

f. expenses incurred in connection with the preparation of amendments to this Agreement;

g. insurance premiums related to protection of the Manager against any liability arising out of, related to, or incurred in connection with this Agreement;

h. expenses incurred in connection with any legal proceeding involving the Company (including the cost of any investigation and preparation) and the amount of any judgment or settlement paid in connection therewith, provided that any such expenses which, if incurred by any Person, would not be indemnifiable under *Section 10.2*, shall not constitute Company Expenses;

i. any indemnification obligation and any other indemnity contribution or reimbursement obligations of the Company with respect to any Person, whether payable in connection with a legal proceeding involving the Company or otherwise; and

j. all other expenses of the Company incurred in connection with the ongoing operations and administration of the Company.

5. Removal of the Manager.

The Members shall not have the power to remove the Manager as a manager of the Company nor elect any other managers except as provided in Section 7.6.

6. Resignation of the Manager.

The Manager may voluntarily resign as a manager of the Company at any time. Upon such resignation, the Members may elect a replacement manager (who need not be a Member). The resigned Manager shall retain full rights to its Interest.

7. Use of Name.

Promptly after the date the Manager withdraws, is removed, or otherwise ceases to be an Affiliate of the Investment Manager, the name of the Company will be changed to omit reference to "Dizraptor Management, LLC" and no further use of "Dizraptor

Management" or any derivations thereof, including the appropriate trademark and service mark symbol, will be permitted by the Company, the successor Manager, or any other Person in relation to the activities of the Company.

ARTICLE VIII.
THE INVESTMENT MANAGER

1. Investment Management Agreement.

The Company has entered into an agreement with the Investment Manager (as amended, supplemented, or otherwise modified from time to time in accordance with the provisions thereof and of this Agreement and a form of which is attached to the Private Placement Memorandum as Exhibit C, the *"Investment Management Agreement"*), pursuant to which the Investment Manager will provide investment management services to the Company and be paid the Investment Management Fee as described in Section 8.2.

2. Investment Management Fees.

The Investment Manager or an Affiliate thereof shall be paid an investment management fee (the *"Investment Management Fee"*) by the Company an annual amount equal to the Investment Management Fee Percentage of the Aggregate Commitments for 10 years following the Initial Closing. The Investment Management Fee shall be payable in full for all 10 years at the Initial Closing, subject to the following:

a. **Repayment.** If the Investment Manager resigns as such or materially neglects its duties hereunder for a period of 90 consecutive days, and following notice from the Majority in Interest and a 30 day cure-period thereafter, the Investment Manager shall return a pro- rata portion of the Management Fee to the Company equal to the product of: (i) the total Investment Management Fee paid; and (ii) a fraction, the numerator of which being equal to 120 minus the number of months that have passed since the Initial Closing, and the denominator of which being equal to 120.

b. **Acceleration.** For the avoidance of doubt, if the dissolution of the Company occurs within the first 10 years of the Initial Closing, the Investment Management Fee shall accelerate and be deemed earned in full as of such date of dissolution (to the extent not previously earned).

c. **Waiver.** The Manager and the Investment Manager jointly may reduce the Investment Management Fee paid by the Company to the Investment Manager by all or any portion of the fee in respect of any Member, and to make corresponding reductions in the capital contributions by, or corresponding increases in the distributions to, such Members; provided, however, that no such reduction shall increase the capital contributions of, or reduce the distributions to, any other Member; and provided, further that no such reduction shall be taken into account in calculating any other Member's amount of Investment Management Fee amounts for any purpose of this Agreement.

ARTICLE IX.
MEETINGS AND VOTING RIGHTS OF THE MEMBERS

1. **Action or Approval of the Members.**

   Except where this Agreement requires a larger or smaller proportion, action or approval of the Members requires the affirmative vote of a Majority in Interest of the Members.

2. **Voting.**

   The Company may rely on the written or oral representation of or any document signed by any officer, partner, agent, manager, trustee, or proxy of a Member which is a corporation, partnership, limited liability company, or trust as to his authority, unless such authority is questioned.

3. **Meetings.**

   Meetings of the Members may be called by the Manager for any purpose permitted by this Agreement or the Act at a time and place reasonably selected by the Manager. Except as otherwise specified herein, the Manager shall give Members not less than 10 nor more than 60 days' notice of the purpose of such proposed meeting and any votes to be conducted at such meeting. Members may participate in a meeting by telephone or similar communications by means of which all Persons participating in the meeting can hear and be heard. The Manager may solicit required consents of the Members under this Agreement by written ballot.

4. **Actions without a Meeting.**

   Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting. To take action on written consent, a written consent describing the action taken must be signed by Members with voting power equal to the voting power required to take such action. The action must be evidenced by one or more instruments evidencing the consent, which shall be included in the records of the Company. All such

instruments may be signed in counterparts. The consent may specify the time at which the action taken thereunder is to be effective.

ARTICLE X.
EXCULPATION AND INDEMNIFICATION

1. Exculpation.

No Covered Person shall be liable to any Member or the Company for any loss, damage, or claim incurred by reason of any action or omission taken by such Covered Person if such act or omission was taken without gross negligence, intentional misconduct, or fraud. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon information, opinions, reports, or statements (including financial statements and information, opinions, reports, or statements as to the value and amount of the assets, liabilities, Net Profits, or Net Losses of the Company or the value and amount of assets or reserves or contracts, agreements, or other undertakings that would be sufficient to pay claims and obligations of the Company or to make reasonable provision to pay such claims and obligations, or any other facts pertinent to the existence and amount of assets from which distributions to Members or creditors might properly be paid) presented by any attorney, independent accountant, appraiser, or other expert or professional employed or engaged by or on behalf of the Company or any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Covered Person reasonably believes are within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Covered Person's right to rely on information to the extent provided in § 18-406 of the Act.

2. Indemnification.

a. **Indemnification of Covered Persons.** To the fullest extent allowed by the laws of the State of Delaware both as now in effect and as hereafter adopted, the Company shall indemnify and hold harmless each Covered Person from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, proceedings, investigations (internal or otherwise), costs, expenses, and disbursements of any kind or nature whatsoever (including,

without limitation, all costs and expenses of defense, appeal, and settlement of any and all proceedings involving such Covered Person and all costs of investigation (internal or otherwise) in connection therewith) that may be imposed on, incurred by, or asserted against such Covered Person in any way relating to or arising out of, or in connection with, or alleged to relate to or arise out of, or in connection with any action or inaction on the part of such Covered Person that relates in any way to the Company or the business or assets thereof; provided that the indemnification obligations in this Section shall not apply to the portion of any liability, loss, obligation, damage, penalty, cost, expense, or disbursement that results from such Covered Person's gross negligence, intentional misconduct, or fraud. The indemnity set forth herein shall not apply to an internal dispute among the Covered Persons to which the Company is not a party.

b. **Advances of Fees and Expenses.** The Company shall advance to a Covered Person legal expenses and other costs incurred as a result of legal action initiated against such Covered Person, if the following conditions are satisfied: (a) the legal action relates to the performance of duties or services by the Covered Person on behalf of the Company; and (b) the Covered Person undertakes to repay the advanced funds to the Company in cases in which such Covered Person would not be entitled to indemnification pursuant to this Section.

c. **Entitlement to Indemnity.** The provisions of this Section shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of such Covered Person.

d. **Funding of Indemnification Obligation.** Notwithstanding anything contained herein to the contrary, any indemnity by the Company relating to the matters covered in this Section shall be provided out of and to the extent of Company assets only, and no Member (unless such Member otherwise agrees in writing) shall have personal liability on account

thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity by the Company.

e. **Savings Clause.** If this Section or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify each Covered Person pursuant to this Section to the fullest extent permitted by any applicable portion of this Section that shall not have been invalidated and to the fullest extent permitted by the laws of the State of Delaware.

f. **Amendment.** The provisions of this Section shall be a contract between the Company, on the one hand, and each Covered Person who served in such capacity at any time while this Section is in effect, on the other hand, pursuant to which the Company and each such Covered Person intend to be legally bound. No amendment, modification, or repeal of this Section that adversely affects the rights of a Covered Person to indemnification relating to acts or omissions occurring prior to such amendment, modification, or repeal shall apply in such a way as to eliminate or reduce such Covered Person's entitlement to indemnification for such acts or omission without the Covered Person's prior written consent.

ARTICLE XI.
TRANSFER OF INTERESTS

1. Restrictions on Transfer; Involuntary Transfers; Voluntary Transfers; Status of Assignees.

a. **General Restrictions on Transfers.** Except as explicitly provided otherwise in this Agreement, no Member may Transfer all or any portion of his Interest. Any attempted Transfer in violation of this Agreement shall be considered a material breach of this Agreement. Each Member agrees that monetary damages for violation of this Agreement are not an adequate remedy and that any Transfer or attempted Transfer in violation of this Agreement should be enjoined. To the fullest extent permitted by law, any purported assignment of an Interest in violation of this Agreement shall be of no force or effect, and no such assignment shall be made or recorded on the books of the Company.

b. **Death, Termination, Bankruptcy, or Incompetency of a Member.** Upon the death, termination of existence, Bankruptcy, or adjudication of incompetency of a Member, the successors, executors, administrators, or legal representatives of such Member may substitute a successor as an Assignee of such Member's Interest and join with such Assignee in making the application to substitute such Assignee as a Substitute Member (but only upon compliance with the conditions contained in *Section 11.1(d)*). Notwithstanding the foregoing, no involuntary assignment shall be recognized unless and until (x) the Company receives such Assignee's name, address, taxpayer identification number, and such other information as the Company may reasonably require for proper administration of tax and other matters; and (y) the Assignee executes and delivers to the Company a counterpart to this Agreement evidencing such Assignee's consent to be bound by all the terms of this Agreement.

c. **Permitted Voluntary Transfers.** A Member may voluntarily Transfer all or any portion of his Interest only with the approval of the Manager, which approval may be withheld in

the Manager's sole discretion. Notwithstanding the foregoing, no voluntary assignment shall be recognized and the Assignee shall not be admitted as a Substitute Member unless and until (i) the Company receives such Assignee's name, address, taxpayer identification number, and such other information as the Company may reasonably require for proper administration of tax and other matters; (ii) the Assignee executes and delivers to the Company a counterpart to this Agreement evidencing such Assignee's consent to be bound by all the terms of this Agreement; and (iii) the Manager is satisfied that the Transfer associated with such assignment satisfies the conditions the Manager believes, in its sole discretion, are advisable including, without limitation, that (A) such Transfer would not violate the Securities Act or the laws of any state, notwithstanding such Transfer, the Company shall continue to be classified as a partnership and not as a corporation or association under the Code and appropriate state taxing statutes, such Transfer shall not cause the Company to become a publicly traded partnership under the Code, and (D) such Transfer shall not require the Company to be registered as an investment company under the Investment Company Act of 1940. The Manager may require an opinion of counsel from the transferor confirming (A), (B), (C), and (D) above. All costs related to such Transfer (including attorney's fees) shall be borne by the transferor. If the Transfer satisfies all conditions set forth above and subject to the Manager's approval, a Member may only Transfer the approved portion of his Interest based on a transfer agreement, the form of which has been approved by the Manager, directly signed between such Member and the Substitute Member. All payments related to such Transfer, including all Manager and Company costs of approving and effectuating such Transfer, shall be borne by such Member and the Substitute Member.

d. **Status of Assignee.** An Assignee shall only be entitled to receive that share of Net Profits, Net Losses, and distributions, and the return of Capital Contribution, to which the assignor would otherwise be entitled with respect to the interest subject to an assignment, and shall not have the rights of a Member under the Act or this Agreement, including without limitation the right to obtain any

information on account of the Company's transactions, to inspect the Company's books, or to vote with the Members on, or to grant or withhold consents to or approvals of, any matter. Any Assignee receiving an Interest may be admitted as a Substitute Member only after compliance with Subsection (b) or (c) above, as applicable, and the following terms and conditions have been satisfied: (i) the Manager shall have consented in writing to the assignment and substitution, which consent may be withheld by the Manager for any reason or no reason (or if there is no Manager, the consent of a Majority in Interest of the Members); (ii) the Assignee shall have assumed the obligations, if any, of the assignor to the Company; and (iii) the assignor and the Assignee shall have complied with such other requirements as the Manager may reasonably impose, including the condition that the Assignee pay such fees as may be reasonable to pay the costs of the Company in effecting such substitution. The admission of a Substitute Member, without more, shall not release the Member originally assigning his Interest from any liability to the Company that may have existed prior to the admission.

ARTICLE XII.
DISSOLUTION AND WINDING UP

1. Dissolution.

The Company shall be dissolved and its affairs wound up upon the first to occur of the following events:

a. action by the Manager;

b. the sale, liquidation, or disposition of substantially all of the assets of the Company;

c. the sale, exchange, or other disposition by the Company of substantially all of the Portfolio Company Securities for cash or in exchange for Marketable Securities; or

d. as otherwise may be required by law.

2. Effect and Notice of Dissolution.

Upon dissolution of the Company, the Company shall cease carrying on the Company's business, except insofar as may be necessary for the winding up of its business, but the Company shall not terminate and shall continue until the winding up of the affairs of the Company has been completed and a certificate of cancellation has been accepted by the Secretary of State of Delaware for filing.

3. Distribution of Assets on Dissolution.

Upon the winding up of the Company, the Manager (or, if there is no Manager then remaining, such other Person(s) designated by a Majority in Interest of the Members) shall take full account of the assets and liabilities of the Company, shall liquidate the assets as promptly as is consistent with obtaining the fair value thereof, and shall apply and distribute the proceeds therefrom in the following order:

a. first, to creditors (including the Members, if applicable) in satisfaction of liabilities of the Company and the expenses of liquidation;

b. second, to the setting up of any reserves which the Manager may deem necessary or appropriate for any anticipated obligations or contingencies of the Company arising out of or in connection with the operation or business of the Company. Such reserves may be paid over by the Manager to an escrow agent or trustee selected by the Manager to be disbursed by such escrow agent or trustee in payment of any of the aforementioned obligations or contingencies and, if any balance remains at the expiration of such period as the Manager shall deem advisable, shall be distributed by such escrow agent or trustee in the manner hereinafter provided; and

c. third, to Members in accordance with *Section 5.1.* Such distributions shall be in cash or property (which need not be distributed proportionately) or partly in both, as determined by the Manager.

If, at the time of liquidation, the Manager determines that an immediate sale of some or all Company property would cause undue loss to the Members, the Manager may, in order to avoid such loss, defer liquidation.

4. Winding Up and Certificate of Cancellation.

The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, a certificate of cancellation shall be delivered to the Secretary of State of Delaware for filing. The certificate of cancellation shall set forth the information required by the Act.

5. Deficit Capital Accounts.

Notwithstanding anything to the contrary contained in this Agreement, and notwithstanding any custom or rule of law to the contrary, the deficit, if any, in the Capital Account of any Member upon dissolution of the Company shall not be an asset of the Company and such Member shall not be obligated to

contribute such amount to the Company to bring the balance of such Member's Capital Account to zero.

ARTICLE XIII. CONFIDENTIALITY

Each Member agrees that he shall keep confidential and shall not disclose, divulge, or use in any manner (other than for Company purposes) any confidential, proprietary, or secret knowledge, data, or information which such Member may obtain from the Company, including without limitation any such information obtained from financial statements, reports, and other materials submitted by the Company to such Member pursuant to this Agreement, or pursuant to visitation or inspection rights granted hereunder, unless such information (a) was in such Member's possession prior to disclosure of such information to such Member by the Company hereunder, (b) was generally known to the public at the time of disclosure of such information to such Member by the Company hereunder, or becomes generally known to the public after such disclosure through no act of such Member, (c) has come into the possession of such Member from a third party who, to such Member's knowledge, is under no obligation to the Company to maintain the confidentiality of such information, or (d) is required to be disclosed or used by such Member by law; provided that in the event such Member is ordered to disclose or use such information pursuant to a judicial or governmental request, requirement, or order, such Member shall promptly, and in any event prior to complying therewith, notify the Company and take commercially reasonable steps to assist the Company in contesting such request, requirement, or order or otherwise protecting the Company's rights.

ARTICLE XIV.
MISCELLANEOUS PROVISIONS

1. Amendments.

This Agreement may be amended only upon the written approval of the Manager and a Majority in Interest of the Members; *provided, however,* that in the event that such amendment, in the reasonable opinion of the Manager, adversely affects the rights or obligations of a particular Member or Members in a different manner than the other Members, such amendment shall also require the consent of a Majority in Interest of the adversely affected Member(s). The Manager may amend this Agreement without any action by the Members in order to clarify any clerical inaccuracy or ambiguity or reconcile any inconsistency in this Agreement, to add to the representations, duties, or obligations of the Manager or surrender any right or power of the Manager for the benefit of the Members, (iii) to attempt to ensure that the Company is not taxed as a corporation for federal or state income tax purposes and to prevent the Company from becoming classified as a publicly traded partnership, (iv) to delete or add any provision of or to this Agreement required to be deleted or added by the Securities and Exchange Commission or any other federal agency or any state "Blue Sky" official or similar official or in order to be exempt from registration under the Securities Act or the securities laws of any state, (v) to change the name of the Company and to make any modifications to this Agreement to reflect the admission of an additional or substitute manager, (vi) to make any amendment to this Agreement which the Manager deems advisable, provided that such amendment is not adverse to the Members, or which is required by law, (vii) amend the tax allocation provisions to the extent necessary to comply with the Regulations or other authority issued under § 704(b) of the Code, and (viii) to make any amendment that is appropriate or necessary, in the opinion of the Manager, to prevent the Company or the Manager or its directors, officers, or controlling persons from in any manner being subjected to the provisions of the Investment Company Act of 1940 or to prevent any of the Company's assets from being deemed "plan assets" under

regulations adopted under the Employee Retirement Income Security Act of 1974.

2. Side Letters.

The Company or the Manager may, without any further act, approval or vote of any Member, enter into side letters or other agreements with one or more Members that have the effect of establishing rights under, or altering or supplementing, the terms of, this Agreement (each, a *"Side Letter"*); provided, that no such Side Letter or other agreement shall adversely affect the rights of any other Member.

3. Advice of Counsel.

Each Member acknowledges and understands that this Agreement and related documents have been prepared by counsel for the Manager and that such counsel has not represented or been engaged to provide services to any other Member or to the Company. Each Member further acknowledges and understands that such counsel or other counsel may hereafter be engaged by the Company or by the Manager to provide legal services and representation as the Manager may determine, and in such event, such counsel or other counsel may concurrently represent the Manager and the Company, and the Manager may execute on behalf of the Company and the Members any consent to such concurrent representation that such counsel or other counsel may request pursuant to the applicable rules of professional conduct for lawyers. Each Member acknowledges and understands that counsel for the Company or any other Member does not represent any Member in the absence of a clear and explicit agreement to that effect between the Member and such counsel with respect to the Company or the Manager, and in the absence of such agreement, such counsel shall owe no duties to any Member (even if such counsel represents such other Member in matters unrelated to the Company). Each Member agrees that in the event of any dispute between any of the Members and the Company, or between any of the Members or the Company, on the one hand, and the Manager or any of its Affiliates represented by counsel for the Company, on the other hand, counsel for the Company may represent the Company or

the Manager or such Affiliates, or both, in such dispute to the extent permitted by such rules, and such Member hereby consents to such representation.

4. Rights of Creditors and Third Parties.

This Agreement is entered into among the Members for the exclusive benefit of the Company, the Members, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

5. Counterparts.

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

6. Notices.

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) or electronic mail (without receipt of lack of delivery) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the Members at their addresses set forth in the books and records of the Company or to the Manager or the Company at the Manager's address set forth below (or at such other address

for a party as shall be specified in a notice given in accordance with this Section).

To the Manager:
Dizraptor Management, LLC
4567 Holladay Boulevard, Suite 100
Holladay, Utah 84117
E-mail: help@dizraptor.app

7. Entire Agreement.

This Agreement, the Subscription Agreements, and any Side Letters represent the entire agreement among all the Members and the Company.

8. Litigation Costs.

In the event of any litigation between or among any parties hereto arising out of or relating to this Agreement, the interpretation or enforcement hereof, or the conduct of the Company's business, the judge may in his discretion require the nonprevailing party or parties to pay the litigation expenses (including without limitation the reasonable attorneys' fees) of the prevailing party or parties.

9. Governing Law.

This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.

10. Binding Effect.

Subject to the provisions of this Agreement relating to transferability, this Agreement is binding upon and shall inure to the benefit of the Members and their respective permitted successors and assigns. The provisions of this Agreement shall be binding upon a Person who hereafter becomes a Member without executing this Agreement if the new Member otherwise complies with the conditions for becoming a Member set forth in this Agreement.

11. Headings; Interpretation.

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; (c) the singular includes the plural, and the masculine gender included the feminine and neuter, and vice versa, as the context requires; and the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

12. Severability.

If any provision of this Agreement is held to be illegal, invalid, unreasonable, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid, unreasonable, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, unreasonable, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, unreasonable, or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid,

unreasonable, or unenforceable provision as may be possible and be legal, valid, reasonable, and enforceable.

13. Waiver.

No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver with respect to any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14. Additional Documents and Acts; Power of Attorney.

Each Member agrees to promptly execute and deliver to the Company such additional documents, statements of interest and holdings, designations, powers of attorney, and other instruments, and to perform such additional acts, as the Company may determine to be necessary, useful, or appropriate to complete the organization of the Company, to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated by this Agreement, and to comply with all applicable laws, rules, and regulations. Each Member irrevocably constitutes and appoints the Manager or any designee thereof with full power of substitution, as such Member's true and lawful attorney-in-fact, with full power and authority in such Member's name, place, and stead to execute, acknowledge, deliver, swear to, file, and record at all appropriate public offices such documents as may be necessary or appropriate to carry out the provisions hereof, including but not limited to the following:

a. all certificates and other instruments, including counterparts hereof, and any amendment thereof, that the said attorney-in-fact may deem appropriate to form, qualify, or

continue the Company in any jurisdiction in which the Company may conduct business;

b. all amendments hereto adopted in accordance with the terms hereof and all instruments appropriate to reflect a change or modification of the Company in accordance with the terms hereof, including, without limitation, the admission of new Members or the substitution of Assignees as Substitute Members pursuant to the provisions of this Agreement;

c. all documents, including assignment documents, necessary to enforce any provision hereof; and

d. all conveyances and other documents and instruments appropriate to effect the dissolution and termination of the Company.

This appointment shall be deemed to be a power coupled with an interest, and shall survive the Bankruptcy, death, adjudication of incompetence or insanity, or dissolution of any Member giving such power, and the assignment of all or any part of such Member's Interest.

15. Submission to Jurisdiction.

Subject to *Section 14.17* any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the courts of the State of Delaware, County of New Castle or, if it has or can acquire jurisdiction, in the United States District Court having jurisdiction thereover, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by certified mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

16. Waiver of Jury Trial.

Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury with respect to any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. Each party to this Agreement certifies and acknowledges that (a) no representative of any other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action, (b) such party has considered the implications of this waiver, such party makes this waiver voluntarily, and (d) such party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section.

17. Arbitration.

Any dispute, controversy or claim arising out of or relating to this Agreement, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS Comprehensive Arbitration Rules and Procedures. The tribunal will consist of one arbitrator. The place of arbitration will be the State of Delaware in the United States of America. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

[END OF TEXT; SIGNATURE PAGE FOLLOWS]

The undersigned, desiring to become a Member of Dizraptor Fund 1030, LLC and intending to be legally bound, is executing the Limited Liability Company Agreement of Dizraptor Fund 1030, LLC, on the date set forth below and effective as of the Initial Closing Date, and the undersigned does further adopt, accept and agree to be bound by all of the terms and conditions of the Limited Liability Company Agreement.

Investor’s Full Name

Signature

Date

APPENDIX A. DEFINITIONS

As used in this Agreement, unless the context otherwise requires, the following terms have the meanings set forth below:

1. **"Act"** means the Delaware Limited Liability Company Act (6 Del. C. § 18).

2. **"Adjusted Capital Account Deficit"** means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of any year after giving effect to the following adjustments: (a) crediting to such Capital Account any amount which such Member is obligated to restore or is deemed to be obligated to restore pursuant to Regulations §§ 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1), and 1.704-2(i); and (b) debiting to such Capital Account the items described in Regulations § 1.704-1(b)(2)(ii)(d)(4), (5), and (6).

3. **"Affiliate"** means, as to an individual or business entity, an individual or business entity that directly or indirectly controls, is controlled by, or is under common control with, such individual or business entity.

4. **"Aggregate Commitments"** means the sum of the Capital Commitments of all Members.

5. **"Agreement"** has the meaning set forth in the preamble.

6. **"Assignee"** means an assignee of an Interest who has not been admitted as a Substitute Member.

7. **"Bankruptcy"** means, with respect to any Person, the occurrence of any of the following: (a) the filing of an application by such Person for, or consent to, the appointment of a trustee of such Person's assets; (b) the filing by such Person of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing such Person's inability to pay its debts as they come due; (c) the making by such Person of a general assignment for the benefit of such Person's creditors; (d) the filing by such Person of an answer admitting the material

allegations of, or such Person's consenting to, or defaulting in answering a bankruptcy petition filed against, such Person in any bankruptcy proceeding; or (e) the expiration of sixty (60) days following the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating such Person a bankrupt or appointing a trustee of such Person's assets.

8. **"Book Depreciation"** means, with respect to any Company asset for each Fiscal Year, the Company's depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Manager in accordance with Regulations § 1.704-1(b)(2)(iv)(g)(3).

9. **"Book Value"** means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

    a. The initial Book Value of any asset contributed by a Member to the Company shall be the fair market value of such asset, as determined by the contributing Member and the Company;

    b. The Book Values of each asset shall be adjusted to equal its gross fair market value, as determined by the Manager, as of the following times: (i) the acquisition from the Company of an additional interest in the Company by any new or existing Member in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Company to a Member of more than a de minimis amount of Company property as consideration for an interest in the Company; (iii) the liquidation of the Company within the meaning of

Regulations § 1.704- 1(b)(2)(ii)(g); and (iv) a grant of any interest, other than a de minimis interest, in the Company as consideration for the provision of services to or for the benefit of the Company, provided that an adjustment described in clauses (i), (ii), and (iv) above shall be made only if the Manager reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members;

c. The Book Value of any property distributed to any Member shall be its fair market value, as determined by the Member and the Company, on the date of distribution; and

d. The Book Values of property shall be increased or decreased to reflect any adjustments to the adjusted basis of such property pursuant to Code §§ 734(b) or 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations § 1.704-1(b)(2)(iv)(m); provided, however, that Book Values shall not be adjusted pursuant to this clause (d) of this definition to the extent the Manager determine that an adjustment pursuant to clause (b) of this definition is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to clause (d) of this definition.

   If the Book Value of an asset has been determined or adjusted pursuant to clauses (a), (b), or (d) of this definition, such Book Value shall thereafter be adjusted by the Book Depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses.

10. **"Call for Funds"** has the meaning set forth in *Section 2.3(b).*

11. **"Capital Account"** means, with respect to each Member, the Capital Account maintained for such Member to which there shall be credited such Member's Capital Contributions, such Member's distributive share of Net Profits, and any items in the nature of income or gain which are specially allocated pursuant to Appendix B, and the amount of any Company liabilities assumed by such Member or which are secured by any property distributed to such Member, and to which there shall be debited the amount of cash and the Book Value of any property

distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Net Losses, and any items in the nature of expenses or losses which are specially allocated pursuant to Appendix B, and the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company. The foregoing provisions relating to the maintenance of Capital Accounts are intended to comply with Regulations § 1.704-1(b)(2)(iv), and (to the extent possible) shall be interpreted and applied in a manner consistent with such Regulations. Whenever the Manager reasonably determine that adjusting the Capital Accounts of the Members pursuant to Regulations § 1.704-1(b)(2)(iv)(f) are necessary or appropriate to reflect the relative economic interests of the Members and such adjustments are permitted under such Regulations, the Company may so adjust the Capital Accounts of the Members.

12. **"Capital Commitment"** means, with respect to each Member, the amount set forth in the Subscription Agreement to be contributed by such Member to the Company pursuant to and in accordance with Article IV, as such amount may be amended from time to time pursuant to the terms of this Agreement.

13. **"Capital Contribution"** means, with respect to any Member, any contribution of cash, property, or services made by or on behalf of a Member as described in *Section 4.2.*

14. **"Carried Interest Allocation"** has the meaning set forth in *Section 2.2(a).*

15. **"Certificate"** means the Certificate of Formation of Limited Liability Company of the Company, as filed with the Secretary of State of Delaware.

16. **"Code"** means the Internal Revenue Code of 1986.

17. **"Company"** has the meaning set forth in the preamble.

18. **"Company Investment"** means an investment made by the Company, which may include any of the following (i) forward purchase contracts with respect to Portfolio Company Securities, or other securities that contemplate the delivery of Portfolio Company Securities in the future, (ii) Portfolio

Company Securities issued directly to the Company, (iii) securities convertible into or exchangeable for shares of Portfolio Company Securities, or (iv) holding companies, funds, special purpose vehicles, or other entities that own any of the instruments mentioned in (i), (ii), or above. Portfolio Company Securities may be purchased from existing holders of Portfolio Company Securities in private secondary transactions, or from the Portfolio Company in a primary issuance or from a company-facilitated tender offer.

19. **"Covered Person"** means the Manager (including, without limitation, in its capacity under Section 3.3 and, if applicable, in its capacity as a Member or a former manager), the Investment Manager, each of their Affiliates, any officers, directors, managers, employees, shareholders, partners, members, agents, and consultants of any of the foregoing, and any director, officer, or manager of any entity in which the Company invests serving in such capacity at the request of the Manager or the Investment Manager.

20. **"Defaulting Member"** has the meaning set forth in *Section 2.3(c).*

21. **"Fiscal Year"** means the twelve-month period selected by the Company as its annual accounting period and any partial Fiscal Year at the beginning and end of the Company term. The Fiscal Year shall be the calendar year unless otherwise determined by the Manager.

22. **"Follow-On Investments"** means any investment into the Portfolio Company made by the Company (i) that is acquired after the Company has made an initial investment in the Portfolio Company, and (ii) the acquisition of which is to preserve, protect or enhance the value of the existing investment in the Portfolio Company as determined by the Manager.

23. **"Initial Closing"** means the first closing at which a Member is admitted to the Company.

24. **"Interest"** means the entire interest owned by a Member in the Company at any particular time, which shall consist of the Member's economic rights and voting rights, including the right

of such Member to any and all benefits to which a Member may be entitled as provided by this Agreement, together with the obligations of such Member to comply with all of the terms and provisions of this Agreement.

25. **"Investment Management Agreement"** has the meaning set forth in *Section 8.1.*

26. **"Investment Management Fee"** has the meaning set forth in *Section 8.2.*

27. **"Investment Management Fee Percentage"** has the meaning set forth in *Section 2.2(b).*

28. **"Investment Manager"** means Dizraptor Adviser, LLC, a Delaware limited liability company, and its successors and assigns.

29. **"Liquidity Event"** means the receipt of the Company of a material amount of cash or other property that may be readily converted to cash. With respect to the Portfolio Company, the following are deemed Liquidity Events: (a) the bankruptcy, liquidation or dissolution of the Portfolio Company; (b) the effectiveness of a registration statement filed with the SEC on Form S-1 with respect to Portfolio Company Securities held by the Company, after any applicable Lock- Up Period; (c) a sale for cash of a material amount of the Company Investment or Portfolio Company Securities as the context requires; or (d) upon the Manager, in its discretion, determining that the Company Investment or Portfolio Company Securities and any other assets of the Company in respect of those securities should be liquidated and are freely or readily transferable and actually transferred as of the date that consideration is received.

30. **"Lock-Up Period"** means the period following an initial public offering of a company, which is generally 180 days, during which time the sale of securities of such company may not be sold.

31. **"Majority in Interest"** means Members whose aggregate Capital Contributions represent greater than 50% of the aggregate

Capital Contributions of all Members entitled to vote on or approve a particular matter.

32. **"Manager"** means Dizraptor Management, LLC, a Delaware limited liability company, and its successors and assigns.

33. **"Marketable Securities"** means securities that (a) are tradable on an established national U.S. or non-U.S. stock exchange or reported through NASDAQ or a comparable established non-U.S. over-the-counter trading system and (b) are not subject to restrictions on transfer under the Securities Act or contractual restrictions on transfer.

34. **"Member"** means each Person executing this Agreement or a Subscription Agreement as Member (including the Manager), who is admitted to the Company as a member in accordance with the terms of this Agreement at all times prior to the complete withdrawal of such Person as a member in the Company.

35. **"Net Cash Flow"** means the gross cash proceeds of the Company less the portion thereof used to pay or establish reserves for all Company expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the Manager. "Net Cash Flow" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established pursuant to the preceding sentence.

36. **"Net Profits"** or **"Net Losses,"** for each Fiscal Year or other period, mean the net profit or net loss of the Company determined in accordance with the accounting methods in use by the Company as reasonably determined by the Members, after taking into account the special allocation set forth in Appendix B.

37. **"Nonrecourse Debt"** has the meaning set forth in Regulations §§ 1.704-2(b)(3) and 1.752-1(a)(2).

38. **"Nonrecourse Deductions"** has the meaning set forth in Regulations §§ 1.704- 2(b)(1) and 1.704-2(c).

39. **"Original Agreement"** has the meaning set forth in the recitals.

40. **"Partner Minimum Gain"** shall have the same meaning set forth in Regulations § 1.704-2(i)(3) for the phrase "partner nonrecourse debt minimum gain."

41. **"Partner Nonrecourse Debt"** has the meaning set forth in Regulations § 1.704- 2(b)(4) for the phrase "partner nonrecourse debt."

42. **"Partner Nonrecourse Deduction"** has the meaning set forth in Regulations § 1.704- 2(i) for the phrase "partner nonrecourse deduction."

43. **"Partnership Minimum Gain"** shall have the same meaning set forth in Regulations §§ 1.704-2(b)(2) and 1.704-2(d) for the phrase "partnership minimum gain."

44. **"Percentage Interest"** means, with respect to each Member, the percentage obtained by dividing the aggregate Capital Contributions of such Member by the aggregate Capital Contributions of all Members. In the event all or any portion of an Interest is assigned in accordance with the terms of this Agreement, the Assignee shall succeed to the Percentage Interest of the assignor to the extent it relates to the assigned Interest.

45. **"Person"** means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

46. **"Portfolio Company"** means portfolio company defined in the Private Placement Memorandum.

47. **"Portfolio Company Securities"** means the securities acquired by the Company, either directly or indirectly, including, among other things: (i) shares of the Portfolio Company, (ii) forward purchase contracts with respect to shares of the Portfolio Company, or other securities that contemplate delivery of such shares in the future, (iii) securities convertible into or exchangeable for shares of Portfolio Company, or (iv) holding companies, funds, special purpose vehicles, or other entities that own any of the instruments mentioned in (i), (ii), or (iii).

48. **"Prime Rate"** means the rate, denoted as such, published as the base rate on corporate loans at large U.S. money center commercial banks in The Wall Street Journal under "Money Rates" on the applicable date and, for purposes of adjustment, thereafter on the second Tuesday of each month.

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

50. **"Securities Act"** means the Securities Act of 1933.

51. **"Side Letter"** has the meaning set forth in *Section 14.2.*

52. **"Subscription Agreement"** means the Subscription Agreement between a Member and the Company in connection with the purchase of an Interest from the Company.

53. **"Substitute Member"** means an Assignee who has been admitted to all of the rights of a Member pursuant to Section 11.1(d).

54. **"Taxing Authority"** means any federal, state, local, or foreign taxing authority.

55. **"Transfer"** means to sell, assign, pledge, hypothecate, give, bequeath, or otherwise transfer or dispose of an Interest (or any portion thereof), voluntarily or involuntarily (including by operation of law). With respect to a business entity, a "Transfer" shall also include a change in voting control resulting from a change in ownership in a transaction or series of related transactions. With respect to a trust, a "Transfer" shall also include a change in trustees or a distribution to a beneficiary.

APPENDIX B.
SPECIAL ALLOCATIONS

The provisions of this Appendix B are intended to comply with the requirements of Regulations §§ 1.704-l(b)(2) and 1.704-2 with respect to Company allocations and maintenance of Capital Accounts.

1. Special Allocations.

Capitalized terms used in this Section not otherwise defined in this Agreement have the meanings set forth in the applicable Regulations.

a. **Qualified Income Offset.** In the event a Member unexpectedly receives any adjustments, allocations, or distributions described in Regulations §§ 1.704-1(b)(2)(ii)(d)(4), (5), or (6), items of Company income (including gross income) and gain shall be specially allocated to the Member in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the Adjusted Capital Account Deficit of the Members as quickly as possible, provided that an allocation pursuant to this Subsection shall be made only if and to the extent that the Member would have an Adjusted Capital Account Deficit after all other allocations provided for in *Article VI* and this *Appendix B* have been tentatively made as if this Subsection were not in this Agreement.

b. **Gross Income Allocation.** If a Member has a deficit Capital Account as of the last day of any Fiscal Year (determined as if *Section 1(a)* and this Section of this *Appendix B* were not in this Agreement) in excess of the sum of the amount such Member is obligated to restore pursuant to any provision of this Agreement and the amount such Member is deemed to be obligated to restore pursuant to Regulations §§ 1.704-2(g)(1) and 1.704-2(i)(5), then all items of income and gain of the Company (consisting of a pro rata portion of

each item of Company income and gain, including gross income) for such Fiscal Year (and, if necessary, for subsequent Fiscal Years) shall be allocated to the Member in the amount of such excess as quickly as possible.

c. **Minimum Gain Chargeback.** Notwithstanding any other provision of *Article VI* and this *Appendix B*, if there is a net decrease in Partnership 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 such amounts that comply with the minimum gain chargeback requirement in Regulations § 1.704-2(f).

d. **Partner Minimum Gain Chargeback.** Notwithstanding any other provision of *Article VI* and this *Appendix B* except subsection (c) above, if there is a net decrease in Partner Minimum Gain attributable to a Partner Nonrecourse Debt during any Company Fiscal Year, each Member who has a share of the Partner Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with Regulations § 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such year (and, if necessary, subsequent years) in such amounts that comply with the partner minimum gain chargeback requirement in Regulations § 1.704- 2(i)(4).

e. **Nonrecourse Deductions and Partner Nonrecourse Deductions.** Nonrecourse Deductions for any Fiscal Year or other period shall be specially allocated among the Members in proportion to their respective Percentage Interests. Any Partner Nonrecourse

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

2. Regulatory Allocation.

The special allocations set forth in this Appendix B (the *"Regulatory Allocations"*) are intended to comply with certain requirements of the Regulations. Notwithstanding any other provisions of *Article VI*, the Regulatory Allocations shall be taken into account in allocating other profits, losses, and items of income, gain, loss, and deduction among the Members so that, to the extent possible, the net amount of such allocations of other profits, losses, and other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each such Member if the Regulatory Allocations had not occurred.

3. Tax Allocations: Code § 704(c).

In accordance with Code § 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted tax basis of such property to the Company for federal income tax purposes and its fair market value upon contribution. In the event the Book Value of any Company asset is adjusted in accordance with the Regulations, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its fair market value in the same manner as under Code § 704(c) and the Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the Manager in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Profits, Net Losses, other items, or distributions pursuant to any provision of this Agreement.

4. Discretionary Powers; Allocation Savings Provision.

The allocations contemplated in this Agreement are intended to allocate Net Profits and Net Losses (and items of income, gain, expense, deduction, or loss that are not included in the computation of Net Profits or Net Losses) to the Members in accordance with their economic interests in the Company as set forth in this Agreement while complying with the requirements of Subchapter K of Chapter 1 of Subtitle A of the Code (particularly § 704 thereof) and the Regulations promulgated thereunder. If, in the opinion of the Manager, the allocation of Net Profits or Net Losses (or any items of income, gain, expense, deduction, or loss allocated hereunder that are not included in the computation of Net Profits or Net Losses) under this Agreement (exclusive of this Section) does not (a) satisfy the requirements of Code § 704 or the Regulations promulgated thereunder; (b) properly take into account any (i) expenditure made by the Company, (ii) assignment of all or part of an Interest of a Member, or (iii) admission of a new Member; (c) properly reflect or effectuate the economic arrangement of the Members as set forth in this Agreement; (d) preserve the equality between the Capital Accounts of the Members and the amount of the Company's capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Regulations § 1.704-1(b)(2)(iv)(g); or (e) provide for a given situation or set of circumstances, then, notwithstanding anything to the contrary contained in this Agreement, the Manager shall cause Net Profits and Net Losses (and items of income, gain, expense, deduction, and loss allocated hereunder that are not included in the computation of Net Profits or Net Losses) to be allocated in that manner (and this Agreement is to be deemed amended to that extent) as the Manager determine is required to comply with the foregoing premises and conditions of this Section without materially altering the economic arrangement of the Members reflected in this Agreement or otherwise unfairly discriminating against any Member.