TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593674

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ENTITY CONVERSION

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Plant Therapy, Inc.		04/09/2019	Corporation: IDAHO

RECEIVING PARTY DATA

Name:	Plant Therapy, LLC
Street Address:	621 Washington St. South
Internal Address:	Suite 100
City:	Twin Falls
State/Country:	IDAHO
Postal Code:	83301
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5890384	AROMAFUSE

CORRESPONDENCE DATA

Fax Number: 2089699959

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2087352413
Email: chris.herzinger@planttherapy.com
Correspondent Name: Chris Herzinger
Address Line 1: 621 Washington St. South
Address Line 2: Suite 100
Address Line 4: Twin Falls, IDAHO 83301

OP $40.00 5890384

NAME OF SUBMITTER:	Chris Herzinger
SIGNATURE:	/Chris Herzinger/
DATE SIGNED:	08/24/2020

Total Attachments: 38
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PLAN OF CONVERSION AND DOMESTICATION
of
PLANT THERAPY, INC.
(an Idaho corporation)
to
PLANT THERAPY, LLC
(a Delaware limited liability company)

THIS PLAN OF CONVERSION AND DOMESTICATION ("Plan of Conversion") is made and entered into as of April 9, 2019, by Plant Therapy, Inc., an Idaho corporation (the "Company").

WITNESSETH:

WHEREAS, the Company is a corporation duly organized and validly existing under the laws of the State of Idaho;

WHEREAS, effective as of the filing of the Certificates of Conversion (each as defined in Section 1 below), the Company desires to convert (the "Conversion") to a limited liability company duly organized and validly existing under the laws of the State of Idaho under the name "PLANT THERAPY, LLC", and then domesticate as a limited liability company duly organized and validly existing under the laws of the State of Delaware under the name "PLANT THERAPY, LLC" (the "New LLC") as permitted by Idaho Code 30-22-502, as amended (the "Idaho Act") and Section 18-214 of the Delaware Limited Liability Company Act, as amended (the "Delaware Act");

WHEREAS, this Plan of Conversion has been approved by all of the members of the Company's Board of Directors (the "Company Board") and Plant Therapy Holdings, Inc., an Idaho corporation, the Company's sole shareholder (the "Sole Shareholder") in accordance with the Idaho Act;

NOW, THEREFORE, the Company hereby adopts the following Plan of Conversion:

1. Conversion to an Idaho Limited Liability Company. The Company shall be converted into a limited liability company duly organized under the laws of the State of Idaho upon the filing of a statement of conversion with the Idaho Secretary of State of (the "Idaho Certificate of Conversion"), as required by the Idaho Act.

2. Domestication and Conversion to a Delaware Limited Liability Company. The Company shall be converted into a limited liability company duly organized under the laws of the State of Delaware upon the filing of the latter of the following (the "Effective Time"):

(a) a statement of domestication with the Idaho Secretary of State (the "Idaho Statement of Domestication"), as required by the Idaho Act.

(b) a certificate of conversion with the Secretary of State of the State of Delaware (the "Delaware Certificate of Conversion" and together with the Idaho Certificate of

Conversion and Idaho Certificate of Conversion, the "Certificates of Conversion"), together with a Certificate of Formation substantially in the form attached hereto as **Exhibit A** (the "Certificate of Formation"), as required by the Delaware Act. Following the Conversion and Domestication, the New LLC will be governed by the Delaware Act.

3. Adoption of Certificate of Formation. Following the conversion to a Delaware limited liability company, the Certificate of Formation shall be the certificate of formation of the New LLC.

4. Directors, Managers and Officers. Following the Effective Time, all of the members of the Company Board and the officers of the Company immediately prior to the Conversion shall become the Managers and officers, each in their respective capacities prior to the Effective Time, of the New LLC immediately after the Effective Time, and shall serve until their respective successors are duly appointed and qualified in accordance with applicable law, the Operating Agreement of the New LLC (the "Operating Agreement") and the other organizational documents of the New LLC, or the earlier of their death, resignation or removal.

4. Membership Interests. All of the issued and outstanding Common Stock of the Company (the "Common Stock") is currently owned by the Sole Shareholder. At the Effective Time, the issued and outstanding Common Stock shall be converted to limited liability company membership interests of the New LLC (constituting 100% of the membership interests of the New LLC) and shall have the rights set forth in the Operating Agreement.

5. Effect of Conversion. The Conversion shall have the effects as provided in the Idaho Act and the Delaware Act and, to the extent not inconsistent with the provisions thereof, this Plan of Conversion.

6. Abandonment. This Plan of Conversion may be abandoned at any time prior to the filing of the Certificates of Conversion upon approval by and at the discretion of all of the Company Board and the Sole Shareholder.

[Signature page follows on next page.]

IN WITNESS WHEREOF, the undersigned has executed this Plan of Conversion and Domestication as of the date first set forth above.

PLANT THERAPY, INC.,
a Idaho corporation

By: _____
Name: Chris Jones
Title: President

Signature Page to
Plan of Conversion of Plant Therapy, Inc.

STATE OF DELAWARE
CERTIFICATE OF CONVERSION
FROM A NON-DELAWARE LIMITED LIABILITY COMPANY TO
A DELAWARE LIMITED LIABILITY COMPANY PURSUANT TO
SECTION 18-214 OF THE LIMITED LIABILITY ACT

1.) The jurisdiction where the Non-Delaware Limited Liability Company first formed is Idaho.

2.) The jurisdiction immediately prior to filing this Certificate is Idaho.

3.) The date the Non-Delaware Limited Liability Company first formed is _____.

4.) The name of the Non-Delaware Limited Liability Company immediately prior to filing this Certificate is Plant Therapy, LLC.

5.) The name of the Limited Liability Company as set forth in the Certificate of Formation is Plant Therapy, LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the _____ day of April, A.D. 2019.

By: _____
Authorized Person

Name: Chris Jones
Print or Type

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

• **First:** The name of the limited liability company is Plant Therapy, LLC

• **Second:** The address of its registered office in the State of Delaware is 1209 Orange Street in the City of Wilmington Zip Code 19801.

The name of its Registered agent at such address is The Corporation Trust Company.

• **Third:** (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation this 9th day of April, 2019.

By: _____
Authorized Person(s)

Name: Chris Jones
Typed or Printed

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

PLANT THERAPY, LLC

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of Plant Therapy, LLC (the "Company") is entered into as of April 12, 2019, (the "Effective Date") by and among Plant Therapy Holdings, Inc., an Idaho corporation ("Parent"), and BBRC ECI Investment Holdings, LLC ("BBRC") and any other Person who subsequently receives Interests and is admitted as a member of the Company (together, each a "Member" and collectively, the "Members"). This Agreement amends and restates in its entirety all prior limited liability company agreements of the Company. Capitalized terms not otherwise defined herein shall have the meaning given in the Purchase Agreement.

RECITALS

WHEREAS, the Company was formed as a Delaware limited liability company under the Delaware Limited Liability Company Act (as amended) (the "Act") by the filing of a Certificate of Formation (the "Certificate") with the Secretary of State of the State of Delaware on April 10, 2019;

WHEREAS, Parent, as the sole owner of the Company, entered into a Limited Liability Agreement of the Company, dated April 10, 2019 (the "Original Operating Agreement");

WHEREAS, BBRC has purchased 40% of the fully diluted limited liability company interests in the Company;

WHEREAS, by virtue of Parent and BBRC having engaged in a transaction described in Situation 1 of IRS Revenue Ruling 99-5 with respect to the Interests in the Company, for US federal income tax purposes, Parent shall be treated as contributing a 60% undivided interest in the Company's assets to the Company and BBRC shall be treated as purchasing from Parent and contributing to the Company a 40% undivided interest in the Company's assets (listed and valued on Exhibit A hereto); and

WHEREAS, the Members believe it is desirable and in their best interests to amend and restate the Original Operating Agreement in its entirety to reflect the foregoing and certain other agreements among the Members.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, the parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Definitions. The terms used in this Agreement with their initial letters capitalized shall, unless the context thereof otherwise requires, have the meanings specified in this ARTICLE I. When used in this Agreement, the following terms shall have the meanings set forth below:

"Acceptance Notice" shall have the meaning set forth in Section 7.3(b).

"Act" shall have the meaning set forth in the recitals.

"Action" shall have the meaning set forth in Section 11.14(a).

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in the Member's Capital Account, as of a specified time, after giving effect to the following adjustments:

(a) credit to such Capital Account any amounts that such Member is deemed obligated to restore pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(c) and the penultimate sentences of Treasury Regulations Section 1.704-2(g)(1) and Treasury Regulations Section 1.704-2(i)(5); and

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

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Affiliate" means, with respect to any Person, each Person that controls, is controlled by or is under common control with such Person. For the purpose of this definition, "control" of a person or entity shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

"Agreement to be Bound" shall have the meaning set forth in Section 6.1.

"Agreement" shall have the meaning set forth in the preamble.

"Annual Budget" shall mean, with respect to each Fiscal Year beginning in FY2020, a budget and business plan prepared in respect of such fiscal year and broken into monthly intervals, including projected balance sheets, income statements and statements of cash flows for all relevant periods, in each case prepared in accordance with GAAP.

"Available Cash" shall mean, at the time of determination, the amount of cash on hand of the Company, less any amounts unanimously agreed by the Board to be reserved in order to maintain the Company in a sound financial and cash position and to make provision for any and all capital expenditures, debts, liabilities and obligations, contingent or otherwise, of the Company. Available Cash shall not include any cash, the distribution of which would cause the Company to be insolvent or unable to pay its obligations as such obligations become due or are scheduled to be paid.

"BBRC Group" means BBRC, each BBRC Manager, and their respective Affiliates, members, managers, partners, officers, directors, employees, agents and representatives.

"BBRC Managers" shall have the meaning set forth in Section 4.1(c).

"BBRC" shall have the meaning set forth in the preamble.

"Board" shall have the meaning set forth in Section 4.1(a).

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

(a) the initial Book Basis of any asset contributed (or deemed contributed) to the Company shall be such asset's gross fair market value at the time of such contribution as reasonably determined by the Board;

(b) the Book Basis of all Company assets may be adjusted in the discretion of the Board to equal their respective gross fair market values, as reasonably determined by the Board, at the times specified in Treasury Regulations Section 1.704-1(b)(2)(iv)(f);

(c) any adjustments to the adjusted basis of any asset of the Company pursuant to Section 734 or Section 743 of the Code shall be taken into account in determining such asset's Book Basis in a manner consistent with Treasury Regulations Section 1.704-1(b)(2)(iv)(m);

(d) the Book Basis of any Company asset distributed or deemed distributed by the Company to any Member shall be adjusted immediately prior to such distribution to equal its gross fair market value as of the date of distribution, as reasonably determined by the Board; and

(e) if the Book Basis of an asset has been determined pursuant to clause (a), (b) or (c) of this definition, such Book Basis shall thereafter be adjusted in the same manner as would the asset's adjusted basis for federal income tax purposes, except that depreciation deductions shall be computed based on the asset's Book Basis as so determined, rather than on its adjusted tax basis.

"Business Day" shall mean any day, other than a Saturday, Sunday, or any other date on which banks located in New York, New York are closed for business as a result of federal, state or local holiday.

"Business" means the business of the Company as determined from time to time, including owning, controlling, sponsoring, operating, organizing, selling, promoting, producing and/or managing services or products that involve essential oils, aromatherapy, body, hair, and/or skin care, household cleaners, and related accessories or verticals, such as diffusers, candles and publications.

"Capital Account" means the capital account established and maintained for each Member pursuant to Section 5.2.

"Capital Contributions" shall mean the total amount of cash (and the Book Basis of other property) that a Member contributes to the Company as capital. For the avoidance of doubt, the Capital Contributions of BBRC shall, for all purposes under this Agreement, include the purchase price and any amount of deferred purchase price paid by BBRC under the Purchase Agreement.

"Capital Interest Member" is a Member who has paid fair market value (as reasonably determined by the Company) for such Member's Interest at the time of such Member's admission as a Member of the Company or has otherwise acquired the Interest of a Member who has paid fair market value.

"Certificate" shall have the meaning set forth in the recitals.

"Claim" shall have the meaning set forth in Section 10.3(a).

"Code" means the Internal Revenue Code of 1986, as amended.

"Company Sale" means (a) any sale or other Transfer by the Company or any of its Subsidiaries to any Person or group of Persons in a transaction or series of transactions, of all or

substantially all of the assets of the Company and its Subsidiaries on a consolidated basis, or (b) any merger, combination, reorganization, recapitalization or consolidation of the Company, or any Transfer of Interests of the Company to any Person or group of Persons in a transaction or series of transactions, in each case in which the equity holders of the Company immediately prior to such transaction or first of such series of transactions, no longer own a majority of the Company's or any successor entity's issued and outstanding capital securities immediately after such transaction or series of such transactions.

"Company" shall have the meaning set forth in the preamble.

"Confidential Arbitration Materials" shall have the meaning set forth in Section 11.14(e).

"Confidential Information" shall have the meaning set forth in Section 11.2(a).

"Corporate Conversion" shall have the meaning set forth in Section 11.3.

"Co-Sale Participant" shall have the meaning set forth in Section 7.4(a).

"Co-Sale Pro Rata Portion" shall have the meaning set forth in Section 7.4(c).

"Court" shall have the meaning set forth in Section 11.14(a).

"Depreciation" means, for each Fiscal Year, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such Fiscal Year, except that (a) with respect to any asset the Book Basis of which differs from its adjusted tax basis for federal income tax purposes at the beginning of such Fiscal Year and which difference is being eliminated by use of the "traditional method" as defined by Treasury Regulations Section 1.704-3(b), Depreciation for such Fiscal Year shall be the amount of Book Basis recovered for such Fiscal Year under the rules prescribed by Treasury Regulations Section 1.704-3(b), and (b) with respect to any other asset the Book Basis of which differs from its adjusted tax basis for Federal income tax purposes at the beginning of such Fiscal Year, Depreciation shall be an amount which bears the same ratio to such beginning Book Basis as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, however, that in the case of clause (b) above, if the adjusted tax basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero, Depreciation shall be determined with reference to such beginning Book Basis using any reasonable method selected by the Board.

"Drag-Along Notice" shall have the meaning set forth in Section 7.5(a).

"Drag-Along Transaction" shall have the meaning set forth in Section 7.5(a).

"Dragged Members" shall have the meaning set forth in Section 7.5(a).

"Dragging Members" shall have the meaning set forth in Section 7.5(a).

"Effective Date" shall have the meaning set forth in the preamble.

"Employee Option Pool" shall have the meaning set forth in Section 3.2(b).

"Fiscal Year" shall have the meaning set forth in Section 8.1.

"GAAP" means United States generally accepted accounting principles, consistently applied.

"Governmental Agency" shall have the meaning set forth in Section 11.2(a).

"Inclusion Election" shall have the meaning set forth in Section 7.4(b).

"Indemnified Person" shall have the meaning set forth in Section 10.2.

"Interest" means a Member's limited liability company interest in the Company.

"Inventions" shall have the meaning set forth in Section 11.2(b).

"IPO" shall have the meaning set forth in Section 7.6.

"IRR Cap" means an amount equal to the product of (i) the aggregate Capital Contributions of BBRC, and (ii) two.

"IRR" means an internal rate of return as calculated using the "XIRR" function in Microsoft Excel.

"JAMS" shall have the meaning set forth in Section 11.14(a).

"Jones Manager" shall have the meaning set forth in Section 4.1(c).

"Liquidator" shall have the meaning set forth in Section 9.3(a).

"Losses" shall have the meaning set forth in Section 10.2.

"Manager" shall have the meaning set forth in Section 4.1(c).

"Member" shall have the meaning set forth in the preamble.

"Net Profits" and "Net Losses" means for any period the taxable income or loss, respectively, of the Company for such period, in each case as determined for U.S. federal income tax purposes, but computed with the following adjustments:

(a) items of income, gain, loss and deduction (including, without limitation, gain or loss on the disposition of any Company asset and depreciation or other cost recovery deduction or expense) shall be computed based upon the Book Basis of the Company's assets rather than upon such assets' adjusted bases for U.S. federal income tax purposes;

(b) any tax-exempt income received by the Company shall be deemed for these purposes only to be an item of gross income;

(c) any expenditure of the Company described in Section 705(a)(2)(B) of the Code (or treated as described therein pursuant to Treasury Regulations under Section 704(b) of the Code) shall be treated as a deductible expense;

(d) there shall be taken into account any separately stated items under Section 702(a) of the Code;

(e) if the Book Basis of any Company asset is adjusted pursuant to clauses (b) or (d) of the definition thereof, the amount of such adjustment shall be taken into account in the period of

adjustment as gain or loss from the disposition or deemed disposition of such asset for purposes of computing Net Profits and Net Losses;

(f) items of income, gain, loss, or deduction or credit specially allocated pursuant to ARTICLE V shall not be taken into account; and

(g) in lieu of depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such period.

"Offer Deadline" shall have the meaning set forth in Section 7.3(b).

"Offer Notice" shall have the meaning set forth in Section 7.3(a).

"Offer Price" shall have the meaning set forth in Section 7.3(a).

"Offer" shall have the meaning set forth in Section 7.3(a).

"Offered Interests" shall have the meaning set forth in Section 7.3(a).

"Officers" shall have the meaning set forth in Section 4.2.

"Organizational Documents" means the documents by which any Person (other than an individual) establishes its legal existence or which govern its internal affairs. For example, the "Organizational Documents" of the Company are its Certificate of Formation and the Limited Liability Company Agreement, as may be amended.

"Original Operating Agreement" shall have the meaning set forth in the recitals.

"Parent" shall have the meaning set forth in the preamble.

"Partnership Representative" shall have the meaning set forth in Section 8.4

"Percentage Interest" means, with respect to any Member as of any date, the Percentage Interest of such Member as set forth on Exhibit A hereto (as updated from time to time in accordance with the terms set forth in this Agreement). The combined Percentage Interests of all Members shall at all times equal 100%.

"Permitted Recipients" shall have the meaning set forth in Section 11.2(a).

"Permitted Transfer" means a Transfer to a Permitted Transferee made in accordance with ARTICLE VII.

"Permitted Transferee" an Affiliate of a Member or for a Member's bona fide estate planning purposes, a trust or other entity of such Member, all of the beneficiaries or members of which are the Member and/or family members of such Member.

"Person" shall be construed broadly and shall include an individual, partnership, corporation, business trust, joint stock corporation, limited liability company, trust, unincorporated association, joint venture or other entity of whatever nature.

"Pre-Offering Company Value" shall have the meaning set forth in Section 11.3.

"Profits Interest Member" is a Member who has not paid fair market value (as reasonably determined by the Company) for such Member's Interest at the time of such Member's admission as a Member of the Company or has not otherwise acquired the Interest of a Member who has paid fair market value.

"Profits Interest" means an Interest in the Company that constitutes a "profits interests" for federal income tax purposes (as that term is used in Revenue Procedures 93-27 and 2001-43 or, to the extent Revenue Procedures 93-27 and 2001-43 are superseded by the Treasury Regulations proposed in conjunction with IRS Notice 2005-43, then such Treasury Regulations to the extent such Treasury Regulations are applicable).

"Prospective Purchaser" shall have the meaning set forth in Section 7.3(d).

"Purchase Agreement" means the Purchase Agreement, dated as of the Effective Date, by and among the Company, BBRC, Chris Jones, and Amanda Jones.

"Quorum" shall have the meaning set forth in Section 4.1(e).

"Referee" shall have the meaning set forth in Section 11.14(a).

"Regulatory Allocations" shall have the meaning set forth in Section 5.4(c).

"ROFO Rightholders" shall have the meaning set forth in Section 7.3(a).

"S&K" shall have the meaning set forth in Section 11.16.

"Sale Proceeds" means, collectively, (i) the net sale proceeds realized in connection with a Company Sale, (ii) any net sale proceeds realized in connection with the sale by the Company or any Subsidiary of its assets (other than sales of inventory in the ordinary course of the Company's or such Subsidiary's businesses), and (iii) any amounts received by the Company in connection with debt incurrence (but only to the extent the proceeds thereof are distributed to the Members), licensing or similar activities.

"Securities Act" means the Securities Act of 1933, and the rules and regulations promulgated thereunder.

"Selling Member" shall have the meaning set forth in Section 7.3(a).

"Spousal Consent" shall have the meaning set forth in Section 6.1.

"Subsidiary" means any direct or indirect subsidiary of the Company.

"Supplemental Agreement" shall have the meaning set forth in Section 3.8.

"Third-Party Purchaser" shall have the meaning set forth in Section 7.5(a).

"Threshold Value" with respect to a Member means the amount that would be distributed to all of the other Members of the Company if, immediately prior to the issuance of a Profits Interest to such Member, all of the assets of the Company had been sold for their respective fair market values, the liabilities of the Company had been paid in full, and the net proceeds had been distributed to all of the other Members pursuant to Section 9.3(b).

"Transfer" shall have the meaning set forth in Section 7.1(a).

"Treasury Regulations" means the U.S. federal income tax regulations, including any temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (it being understood that all references herein to specific sections of the regulations shall be deemed also to refer to any corresponding provisions of succeeding regulations).

Section 1.2 Construction; Other Definitions. The language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. The word "including" shall mean including without limitation regardless of whether such words are included in some contexts but not others. Any reference in this Agreement to "$" is to U.S. Dollars. The words "herein," "hereof," "hereby," "hereto," "hereinafter," and other words of similar import refer to this Agreement as a whole, including the Exhibits hereto, as the same may from time to time be amended, modified, supplemented or restated, and not to any particular article, section, subsection, paragraph, subparagraph or clause contained in this Agreement. The Exhibits are incorporated into and form an integral part of this Agreement. If any payment is required to be made or other action is required to be taken pursuant to this Agreement on a date that is not a Business Day, then such payment or action shall be made or taken on the next Business Day. Any reference to the Act, the Code, the Treasury Regulations, the Securities Act or other statutes or laws will include (a) all amendments, modifications or replacements thereof or of the specified sections and provisions concerned as in effect from time to time, and (b) all rules and regulations promulgated thereunder. For purposes of this Agreement, (i) the defined terms herein shall apply equally to both the singular and plural forms of such terms, (ii) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, (iii) any pronoun shall include the corresponding masculine, feminine and neuter forms, (iv) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof, (v) the headings of particular sections are inserted only for convenience and shall not be construed as a part of this Agreement or a limitation on the scope of any of the terms or provisions of this Agreement (vi) numbered or lettered articles, sections and subsections herein contained refer to articles, sections and subsections of this Agreement unless otherwise expressly stated, (vii) "or" is used in the inclusive sense of "and/or" and (viii) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto. With respect to any vote, consent or approval of the Board under this Agreement, the Board may grant or withhold such vote, consent or approval (w) in its sole and absolute discretion, (x) with or without cause, (y) subject to such conditions as it shall deem appropriate, and (z) without taking into account the interests of, and without incurring liability to, the Company, any Member, or any Officer or employee of the Company.

ARTICLE II
ORGANIZATION

Section 2.1 Name. The name of the Company is Plant Therapy, LLC.

Section 2.2 Formation. The Company was formed pursuant to the Act by the filing of the Certificate with the Secretary of State of the State of Delaware.

Section 2.3 Registered Agent and Office. The registered office of the Company shall be the registered office set forth in the Certificate or such other office as the Board may designate from time to time in the manner provided by law. The registered agent of the Company shall be the registered agent set forth in the Certificate or such other Person as the Board may designate from time to time in the manner provided by law.

Section 2.4 Purpose of the Company. The Company is organized for the purpose of engaging in any lawful act or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary and incidental to the foregoing. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient or incidental to or for the furtherance of the purpose set forth in this Section 2.4.

Section 2.5 Principal Place of Business. The principal office and place of business of the Company shall be located at such place as the Board may from time to time determine. The records of the Company required to be maintained under the Act shall be maintained at such office. The Company shall have such additional offices at such other places as the Board deems advisable.

Section 2.6 Term. The term of the Company began on the date the Certificate was filed and shall continue in existence until dissolved in accordance with Section 9.1.

ARTICLE III
MEMBERS

Section 3.1 Members. The name and the business, residence or mailing address of the Members are set forth on Exhibit A to this Agreement. The Board may update the Company's books and records and Exhibit A from time to time to reflect the issuance of new Interests, the admission of new Members to the Company, the withdrawal of Members from the Company or to make any other required changes thereto without the need to amend this Agreement.

Section 3.2 Interests.

(a) The Interests shall be issued in non-certificated form. Upon the issuance of Interests to a new or existing Member, each Member shall bear the dilution resulting therefrom on a pro rata basis.

(b) Notwithstanding anything herein to the contrary, the Board is authorized to establish an equity compensation plan for certain key employees of the Company pursuant to which Interests comprising up to 5% of the aggregate issued and outstanding Interests (the "Employee Option Pool") may be issued to key employees of the Company, subject to such eligibility criteria, vesting schedules and other terms and conditions as the Board may determine in its sole discretion. All Members shall, in proportion to their respective Percentage Interests at such time that the Interests from the Employee Option Pool are issued, (i) bear the dilution resulting from issuances of Interests out of the Employee Option Pool and (ii) benefit from any accretion resulting from the forfeiture or repurchase of any such Interests; provided that in no event shall either Parent or BBRC bear greater than its pro-rata share of 5% of dilution relating to any such issuances unless otherwise agreed by such Member. The Board may update Exhibit A to this Agreement to reflect any authorized issuances, forfeitures, or repurchases of such Interests issued from the Employee Option Pool. All amounts issued pursuant to the Employee Option Pool shall be Profits Interests and shall have a Threshold Value applicable to such Profits Interests equal to the fair value of the Company at the time of the grant thereof as determined by the Board. Each recipient of an Interest from the Employee Option Pool shall make an 83(b) election in respect of such Interest within 30 days following its receipt thereof and shall provide a copy of such election to the Company.

Section 3.3 Actions by Members. Except as otherwise provided under this Agreement or as otherwise provided under applicable law, any actions required to be taken by the Members shall be determined by the affirmative vote of the holders of a majority of the Interest (excluding any non-voting interests). Any such action to be taken may be taken if the action is evidenced by one or more written consents describing the action, signed by Members having not less than the minimum number of votes

necessary to authorize or take such action. Prompt notice of the taking of any such action by less than the unanimous written consent of the Members shall be given to those Members who have not consented in writing.

Section 3.4 Powers of Members. Except as otherwise explicitly set forth in this Agreement, neither the Members nor any Member shall have any authority to act on behalf of the Company or bind the Company in any manner whatsoever.

Section 3.5 Limitation of Liability. The Members shall not have any liability for the obligations or liabilities of the Company, except to the extent provided in the Act.

Section 3.6 Outside Activities. Except as otherwise expressly provided for in this Agreement, each of the Members recognizes, understands and acknowledges that the BBRC Group shall be entitled to have any business interests or investments and engage in any business or investment activities in addition to those relating to the Company, including other investment opportunities or other business or investment interests and/or activities which are in direct competition with the Company, without restriction and with no obligation of any kind to offer any of the foregoing the right to participate in those business interests or activities. Notwithstanding the foregoing, (a) BBRC shall disclose to Parent prior to the execution of this Agreement, any activities currently undertaken as of the date of this Agreement by BBRC or its Affiliates which is competitive with the Business, and (b) no representative of BBRC shall intentionally either make use of any Intellectual Property Rights of the Company (as such term is defined in the Purchase Agreement) or use Intellectual Property Rights of the Company to engage in behavior that is competitive with the Business.

Section 3.7 Representations and Warranties. Each Member hereby represents and warrants to the other Members and the Company as follows:

(a) to the extent it is an entity, it is duly organized and existing under the laws of the jurisdiction of its organization and it has full power and authority to make, execute, deliver and perform this Agreement and the transactions contemplated hereby;

(b) this Agreement has been duly authorized, executed and delivered by such Member and constitutes the legal, valid and binding obligation of such Member, enforceable in accordance with its terms;

(c) the execution, delivery and performance of this Agreement and the transactions contemplated hereby do not violate or conflict with any provision of the certificate of formation or operating agreement or other similar governing instruments of such Member or of any material agreement, mortgage, lease, license, order or other instrument or restriction to which such Member is a party or by which it or its property is bound or encumbered;

(d) there are no approvals from any governmental agency or any other Person which are required for the execution, delivery and performance by such Member of this Agreement and the transactions contemplated hereby;

(e) it acknowledges that the Interests have not been registered under the Securities Act, or under applicable United States state securities laws, but have been issued and sold in reliance on exemptions from registration set forth therein;

(f) it has acquired its Interests with the intent of holding the same for investment for its own account and without the intent of, or a view to, participating directly or indirectly in any distribution or resale of such Interests in violation of any applicable United States federal or state securities laws;

(g) it acknowledges and agrees that (i) the provisions of Rule 144 promulgated under the Securities Act are not presently available for the resale of the Interests, and that it has no contract right for the registration under such Act of its Interests for public sale, (ii) it must bear the economic risk of an investment in the Interests for an indefinite period of time because the Interests have not been registered under the Securities Act nor under any applicable United States state securities laws, and (iii) it is an accredited investor within the meaning of Regulation D under the Securities Act;

(h) it has not relied upon the Company or any other Member with respect to making any evaluation of the income tax consequences of its investment in its Interests;

(i) it has been furnished such information as it has requested in connection with an investment in the Interests and it has had an opportunity to ask questions and receive answers from the Company regarding the purchase of its Interests and the Business, properties, prospects and financial condition of the Company, and it has had a full and complete opportunity to review this Agreement with legal counsel and any other advisors such Member deems necessary; and

(j) it has such knowledge and expertise in business, financial and tax matters sufficient for it to evaluate the merits and risks associated with investment in its Interests and to have made an informed investment decision with respect thereto.

Section 3.8 Supplemental Agreements. Special rights and obligations that are in addition to, and/or different from, the rights and obligations contained this Agreement (including with respect to vesting requirements, forfeiture and rights of repurchase by the Company or its Affiliates), may be granted to or required of any Member as determined by the unanimous agreement of the Board. Such special rights and obligations, if any, relating to any Member's Interest herein shall be as set forth on Appendices attached hereto or in separate, written agreements between such Member and the Company, including any employment agreement, services agreement, offer letter, grant letter or similar agreement or instrument with such Member (each, as may be amended from time to time, a "Supplemental Agreement"). The Board may add by unanimous agreement any such Appendix or enter into a Supplemental Agreement from time to time and any such Appendix or Supplemental Agreement may be amended, supplemented or otherwise modified with the unanimous agreement of the Board.

ARTICLE IV
MANAGEMENT

Section 4.1 Management.

(a) General. Subject to Section 4.1(b), the business and affairs of the Company shall be exclusively managed by a board of Managers (the "Board"). The Board shall act as the "manager" of the Company for all purposes under the Act. Except as otherwise determined by the Board or as provided in this Agreement, no Member, in its capacity as such, shall have any right or authority to take any action on behalf of the Company or to bind or commit the Company with respect to third parties or otherwise.

(b) Actions Requiring BBRC Consent. Notwithstanding any other provision of this Agreement, the Company shall not (directly or indirectly) take, and the Board shall not cause or permit the Company or any of its Subsidiaries to (directly or indirectly) take, any of the following actions without the prior consent of BBRC:

(i) authorize or issue to any Person any membership interests or other equity interests, including "phantom equity" in the Company or any Subsidiary, or grant to any Person any options or rights to acquire any membership interests or other equity interests in the Company or any Subsidiary (other than the issuance of up to 5% of the Company's fully diluted equity pursuant to the Employee Option Pool);

(ii) sell, exchange or otherwise dispose of any of the equity or material assets (including via licensing or similar agreements) of the Company or any Subsidiary, or form any Subsidiary;

(iii) merge, recapitalize, contribute and/or exchange control stock, or consolidate the Company or any Subsidiary into or with any other Person, or liquidate, dissolve, or file a petition in bankruptcy with respect to the Company or any Subsidiary of the Company;

(iv) adopt the Annual Budget, or permit any material variance from the approved Annual Budget;

(v) enter into, modify or terminate any material agreement, contract or commitment, or enter into, amend or modify any affiliate transaction in respect of the Company or any Subsidiary;

(vi) incur any indebtedness, or guarantee or secure the indebtedness of another party, whether in a single transaction or a series of related transactions, or incur or permit any liens on any of its assets;

(vii) (a) make any material employment decisions, including hiring or firing any officers or senior employees, or modify the responsibilities of any officer or senior employee, (b) enter into any compensation arrangements, employee benefit plans, employee equity ownership plans, and similar arrangements and any modifications thereto or termination thereof, or (c) alter, waive or fail to enforce restrictive covenants or other material contractual obligations of any Member, officer or employee, in each case with respect to the Company or any Subsidiary;

(viii) amend this Agreement or any other Organizational Document of the Company or of any Subsidiary; and

(ix) permit any diversion of the business of the Company and/or any Subsidiary, change the business of the Company or any Subsidiary or cease to conduct such business, or take any action or transaction not in the ordinary course of business of the Company or any Subsidiary.

Notwithstanding the foregoing,

(x) the BBRC Managers shall not take any action with the primary purpose of impeding the opportunity of Parent to be entitled to receive the Deferred Purchase Price under the Purchase Agreement (for the avoidance of doubt, BBRC's exercise of its rights under this Agreement and/or the Purchase Agreement shall not be an action proscribed by the foregoing); and

(xi) during the period prior to the fifth anniversary of the Purchase Agreement, BBRC's consent will not be required for Section 4.1(b)(ii) and Section 4.1(b)(iii) in the event that BBRC will receive in such transaction cash consideration in an amount equal to or greater than the product of (i) the aggregate Capital Contributions of BBRC, and (ii) two.

(c) Composition of the Board. The Board shall be comprised of three managers (each a "Manager"), of whom (i) one shall be appointed by Parent (the "Jones Manager"), and (ii) two shall be appointed by BBRC (the "BBRC Managers"). In respect of all matters presented to the Board, the Jones Manager shall have three votes and each BBRC Manager shall have one vote; provided that during any time that BBRC has appointed only one BBRC Manager, such BBRC Manager shall have two votes on each matter presented to the Board. As and from the effective date of this Agreement, the Jones Manager shall be Chris Jones and the BBRC Managers shall be Brett Blundy and Robert Farinholt. The board of managers (or similar governing body) of any Subsidiary shall be composed of the same persons who compose the Board.

(d) Resignation and Removal. Any Manager may resign upon written notice to the Board. In the event of such a resignation, or the death or disability of a Manager, the Member that appointed or elected such Manager shall appoint or elect a successor thereto. Without limitation of the foregoing, any Manager may be removed either for or without cause at any time by the Member that appointed or elected such Manager.

(e) Meetings of the Board. The Board shall meet from time to time, but in any event no less than quarterly, to discuss and conduct the business of the Company. The Board may hold meetings either within or without the State of Delaware. Meetings of the Board may be held at such time and at such place as shall from time to time be determined by the Board. Quorum for a meeting of the Board shall require the Jones Manager and at least one BBRC Manager. Any Manager may call a meeting of the Board on three Business Days' notice to each Manager, either personally, by telephone, by e-mail or by any other similarly timely means of communication (provided that, to the extent notice is given orally, such notice shall also be provided in writing), which notice requirement may be waived by the Managers.

(f) Board Actions. Except as otherwise provided in this Agreement, all actions taken by the Board shall require the affirmative approval of a majority of the votes then held by all Managers. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all of the Managers consent thereto in writing.

(g) Electronic Communications. Managers may participate in a meeting of the Board by means of conference telephone, video teleconference, or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting. To the extent reasonably practicable, telephonic participation shall be made available at each meeting of the Board for those Managers who are unable to attend in person. To the extent a meeting is held pursuant to this Section 4.1(g) and the Board takes action pursuant to such meeting, a written record of the Board action shall be distributed to the Managers as soon as reasonably practicable following the meeting.

(h) Reimbursement for Expenses; Compensation of Managers. The Managers shall be reimbursed for their out-of-pocket expenses (including reasonable and customary travel costs such as commercial airfare (excluding first class airfare) and hotels), if any, incurred as a result of their attendance at meetings of the Board. Other than the foregoing, no Manager shall receive any compensation for their service as Managers.

Section 4.2 Delegation of Authority to Officers. The Board may, from time to time as it deems advisable, appoint officers of the Company (collectively, the "Officers"), including a President. Any such Officers shall have such authority and duties as may from time to time be assigned to them by the Board. The initial Officers are set forth on Exhibit B. Unless the Board decides otherwise, if an Officer's title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authority and duties

that are normally associated with that office, subject to any specific delegation or limitation of authority and duties made pursuant to this Section 4.2. Any Officer other than the President may be removed as such, either with or without cause, at any time by the Board or otherwise in accordance with any employment or services agreement with such Officer. Any Officer also may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Board. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Designation of an Officer shall not of itself create any contract rights.

Section 4.3 Annual Budget. The Annual Budget shall be prepared by the President and submitted to the Board for approval at least 30 days prior to the start of each fiscal year. Within fifteen (15) days following the end of each calendar month, the President shall prepare and submit a management report in respect of the prior month to the Board for its review.

Section 4.4 Reliance by Third Parties. Persons dealing with the Company are entitled to rely conclusively upon the power and authority of the Board and any Officer as herein set forth, and shall not be required to inquire as to such Person's authority to bind the Company.

ARTICLE V
CAPITAL ACCOUNTS; ALLOCATIONS OF PROFITS AND LOSSES; DISTRIBUTIONS

Section 5.1 Capital Contributions; Member Loans. Each Member has made the Capital Contributions set forth in the books and records of the Company. For the avoidance of doubt, no Member shall be required to make additional Capital Contributions to the Company. Except as otherwise expressly provided in this Agreement, no Member shall be entitled to receive interest on any of its Capital Contributions or to request a return of its Capital Contributions. In the event that the Board determines that the Company needs additional capital for the purposes of growing the Business, at the request of the Board, BBRC and the Company shall discuss in good faith, the terms and conditions of a BBRC-led growth equity financing (which terms shall include a corresponding adjustment to BBRC's Percentage Interest, if applicable), and any such financing shall be on such terms and conditions as are agreed by the Company and BBRC (in each of its sole discretion).

Section 5.2 Capital Accounts.

(a) A Capital Account shall be maintained for each Member in accordance with Section 704(b) of the Code and Treasury Regulations Sections 1.704-1(b) and 1.704-2.

(b) The Capital Account of each Member shall be increased by (i) the amount of any cash contributed by such Member to the capital of the Company, (ii) the Book Basis of any property contributed by such Member to the capital of the Company (net of liabilities that the Company is considered to assume, or take property subject to, under Section 752 of the Code), (iii) such Member's share of Net Profits (as determined in accordance with Section 5.3) and (iv) any gross income and gain allocated to such Member pursuant to Section 5.4.

(c) The Capital Account of each Member shall be decreased by (i) the amount of all cash distributions to such Member, (ii) the Book Basis of any property distributed to such Member by the Company (net of liabilities that the Member is considered to assume, or take property subject to, under Section 752 of the Code), (iii) such Member's share of Net Losses (as determined in accordance with Section 5.3), and (iv) any gross deductions and loss allocated to such Member pursuant to Section 5.4.

(d) No Member shall be required to restore any negative balance in its Capital Account.

(e) If all or a portion of a Member's Interest in the Company is Transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the Transferred Interest, and will be treated as having made any Capital Contributions and received any distributions made or received with respect to such Transferred Interest while such Transferred Interest was held by the transferor.

(f) The Capital Account of each Member shall be adjusted to reflect any adjustment to the Book Basis of the Company's assets attributable to the application of Sections 734 or 743 of the Code to the extent required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m).

(g) Except as otherwise provided in this Agreement, whenever it is necessary to determine the Capital Account balance of any Member, the Capital Account balance of such Member shall be determined after giving effect to all allocations pursuant to this ARTICLE V and all contributions and distributions made prior to the time as of which such determination is to be made.

Section 5.3 Allocations of Net Profits and Net Losses.

(a) After the application of Section 5.4, Net Profits and Net Losses for any taxable year, or portion thereof, shall be allocated among the Members in a manner such that the Capital Account of each Member, immediately after making such allocation, and after taking into account actual distributions made during such taxable year, or portion thereof, is, as nearly as possible, equal (proportionately) to (i) the distributions that would be made to such Member pursuant to Section 5.6 if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their Book Basis, all Company liabilities, including the Company's share of any liability of any entity treated as a partnership for U.S. federal income tax purposes in which the Company is a partner, were satisfied (limited with respect to each nonrecourse liability to the Book Basis of the assets securing such liability) and the net assets of the Company were distributed in accordance with Section 5.6 to the Members immediately after making such allocation, minus (ii) such Member's share of Company minimum gain and Member nonrecourse debt minimum gain determined pursuant to Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), computed immediately prior to the hypothetical sale of assets. Subject to the other provisions of this ARTICLE V, an allocation to a Member of a share of Net Profit or Net Loss shall be treated as an allocation of the same share of each item of income, gain, loss or deduction that is taken into account in computing Net Profit or Net Loss.

(b) Notwithstanding anything to the contrary contained in this Agreement, Profits Interests shall not be allocated any portion of the Net Profits or Sale Proceeds from a Company Sale (to the extent the Company Sale is effectuated or treated as an asset sale) attributable to the Threshold Value of the Company at the issuance of such Profits Interest to the Member (which amount attributable to the applicable Threshold Value of the Company (and accordingly not allocated to the Member holding Profits Interest) shall be allocated among the Members not having a Threshold Value in excess of such amounts). The Company shall set forth on Exhibit A whether a Member is a Capital Interest Member or a Profits Interest Member (and the Threshold Value applicable to such Profits Interest).

Section 5.4 Regulatory and Other Special Allocations. Notwithstanding any other provision of this Agreement, (i) "partner nonrecourse deductions" (as defined in Treasury Regulations Section 1.704 2(i)), if any, of the Company shall be allocated for each period to the Member that bears the economic risk of loss within the meaning of Treasury Regulations Section 1.704-2(i), and (ii) "nonrecourse deductions" (as defined in Treasury Regulations Section 1.704-2(b)) and "excess nonrecourse liabilities" (as defined in

Treasury Regulations Section 1.752-3(a)), if any, of the Company shall be allocated to the Members in accordance with their respective Percentage Interests.

(a) This Agreement shall be deemed to include "qualified income offset," "minimum gain chargeback" and "partner nonrecourse debt minimum gain chargeback" provisions within the meaning of Treasury Regulations under Section 704(b) of the Code. Accordingly, notwithstanding any other provision of this Agreement, items of gross income shall be allocated to the Members on a priority basis to the extent and in the manner required by such provisions.

(b) To the extent that Net Losses or items of loss or deduction otherwise allocable to a Member hereunder would cause such Member to have an Adjusted Capital Account Deficit as of the end of the taxable year to which such Net Losses, or items of loss or deduction, relate (after taking into account the allocation of all items of income and gain for such taxable period), such Net Losses, or items of loss or deduction, shall be allocated first, to Members who would not have an Adjusted Capital Account Deficit, pro rata, in proportion to their Capital Account balances, adjusted as provided in clauses (a) and (b) of the definition of Adjusted Capital Account Deficit, until no Member would be entitled to any further allocation, and thereafter, shall be allocated to Members in accordance with Percentage Interests.

(c) Any allocations required to be made pursuant to Section 5.4(a) through Section 5.4(c) (the "Regulatory Allocations") (other than allocations, the effects of which are likely to be offset in the future by other special allocations) shall be taken into account, to the extent permitted by the Treasury Regulations, in computing subsequent allocations of income, gain, loss or deduction pursuant to Section 5.3 so that the net amount of any items so allocated and all other items allocated to each Member shall, to the extent possible, be equal to the amount that would have been allocated to each Member pursuant to Section 5.3 had such Regulatory Allocations under this Section 5.4 not occurred.

(d) It is intended that prior to a distribution of the proceeds from a liquidation of the Company pursuant to Section 9.3 hereof, the positive Capital Account balance of each Member shall be equal to the amount that such Member is entitled to receive pursuant to Section 9.3 hereof. Accordingly, notwithstanding anything to the contrary in this ARTICLE V, to the extent permissible under Sections 704(b) of the Code and the Treasury Regulations promulgated thereunder, Net Profits and Net Losses and, if necessary, items of gross income and gross deductions, of the Company for the year of liquidation of the Company (or, if earlier, the year in which all or substantially all of the Company's assets are sold, transferred or disposed of) shall be allocated among the Members so as to bring the positive Capital Account balance of each Member as close as possible to the amount that such Member would receive if the Company were liquidated and all the proceeds were distributed in accordance with Section 9.3.

(e) Net Profits that are associated with Available Cash (as determined in the sole discretion of the Board) that is available for distribution pursuant to (i) Section 5.6(b) shall be allocated to the Members pro-rata in accordance with their respective Percentage Interests for the period for which they were determined, and (ii) Section 5.6(e) shall be allocated to the Members in accordance with the amounts received by such Members pursuant to Section 5.6(e). To the extent that Sales Proceeds include Available Cash that has not yet been distributed but for which Net Profits were previously allocated, the Board shall, in its reasonable discretion, make allocations of Net Profits and Net Losses to as closely as practicable achieve the economic intentions of the Members.

Section 5.5 Tax Allocations.

(a) For federal income tax purposes, except as otherwise provided in this Section 5.5, each item of income, gain, loss and deduction shall be allocated among the Members in the same manner

as its corresponding item of book income, gain, loss or deduction is allocated pursuant to this ARTICLE V.

(b) In accordance with Sections 704(b) and 704(c) of the Code and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to any Company asset contributed (or deemed contributed) to the capital of the Company shall, solely for federal income tax purposes, be allocated among the Members so as to take into account any variation between the adjusted basis of such Company asset for federal income tax purposes and its Book Basis upon its contribution (or deemed contribution). If the Book Basis of any Company asset is adjusted, subsequent allocations of taxable income, gain, loss and deduction with respect to such Company asset shall take account of any variation between the adjusted basis of such Company asset for federal income tax purposes and the Book Basis of such Company asset in the manner prescribed under Code Sections 704(b) and 704(c) and the Treasury Regulations thereunder. The Company generally intends to use the "traditional method" to make any such allocations, provided that any elections or decisions relating to such allocations shall be made by the Board. For the avoidance of doubt, any depreciation or amortization deductions arising as a result of an increase to the basis of Company property under Section 743 of the Code shall be allocated to the Member who acquired the interest in the Company giving rise to such adjustments in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(m).

(c) If a Member acquires an Interest, redeems all or a portion of its Interest or Transfers an Interest during a taxable year, the Net Profits or Net Losses (and other items referred to in Section 5.3 or Section 5.4) attributable to such Interest for such taxable year shall be allocated between the transferor and the transferee by closing the books of the Company as of the date of the transfer, or by any other method permitted under Section 706 of the Code and the Treasury Regulations thereunder that is selected by the Board, provided, that in any event Net Profits or Net Losses (and other items referred to in Section 5.3 or Section 5.4) attributable to any extraordinary non-recurring items of the Company shall be allocated between the transferor and the transferee by closing the books of the Company with respect to such items.

(d) The provisions of this ARTICLE V (and other related provisions in this Agreement) pertaining to the allocation of items of Company income, gain, loss, deductions, and credits shall be interpreted consistently with the Treasury Regulations, and to the extent unintentionally inconsistent with such Treasury Regulations, shall be deemed to be modified to the extent necessary to make such provisions consistent with the Treasury Regulations.

Section 5.6 Distributions.

(a) All Sale Proceeds shall, within 30 days following the Company's or Subsidiary's receipt of such Sale Proceeds, be distributed to the Members in the following manner:

(i) First, 100% of all Sale Proceeds shall be distributed to BBRC until BBRC has received a total amount under this Section 5.6(a)(i) equal to 100% of its aggregate Capital Contributions;

(ii) Second, 100% of all Sale Proceeds shall be distributed to BBRC until BBRC has received on its aggregate Capital Contributions an annual IRR of 12.5% (for the avoidance of doubt, taking into account the amount and timing of such Capital Contributions and the return of such Capital Contributions under Section 5.6(a)(i)); provided, however, that the total amounts receivable by BBRC cumulatively under Section 5.6(a)(i) and this Section 5.6(a)(ii) shall not exceed the IRR Cap;

(iii) Third, 100% of all Sale Proceeds shall be distributed to Parent until Parent has received a total amount under this Section 5.6(a)(iii) equal to its Percentage Interest of the total amounts distributed under Section 5.6(a)(i)-Section 5.6(a)(iii); and

(iv) Thereafter, all remaining Sale Proceeds shall be distributed to the Members pro-rata in accordance with their respective Percentage Interests.

(b) Available Cash of the Company (other than in respect of any Sale Proceeds) shall be distributed by the Company to the Members at such times and in such amounts as are determined by the unanimous agreement of the Board, which amounts shall be distributed pro-rata in accordance with their respective Percentage Interests; provided that any amounts so distributed under this Section 5.6(b) shall not be treated as a return of Capital Contributions or any other distribution pursuant to Section 5.6(a), and the parties entitlements under Section 5.6(a) shall not be affected or otherwise adjusted as a result of any such distribution under Section 5.6(b).

(c) Notwithstanding anything herein to the contrary, the Company shall make distributions to the Members to the extent of any Available Cash in amounts intended to enable the Members to timely discharge their United States federal, state, local and/or foreign income tax liabilities arising from allocations made (or to be made) pursuant to Section 5.5; provided that, to the extent any amounts so distributed under this Section 5.6(c) are made pro-rata in accordance with the Members' respective Percentage Interests, such amounts shall not be treated as a return of Capital Contributions or any other distribution pursuant to Section 5.6(a), and the parties entitlements under Section 5.6(a) shall not be affected or otherwise adjusted as a result of any such distribution under Section 5.6(c). The amounts distributable pursuant to this Section 5.6(c) shall take into account the highest of the effective combined United States federal, state, city and foreign income tax rate (up to a maximum effective combined tax rate of 50%) applicable to any particular Member for the calendar year involved, the varying rates applicable to ordinary income, long-term capital gains and short-term capital gains, the amount of any losses allocated to the Members in prior years, and other reasonable assumptions as the Board by unanimous agreement determines in good faith to be appropriate. To the extent the Company is required by law to withhold or to make tax payments on behalf of or with respect to any Member (including under Section 6225 of the Code or any similar provision of state or local law), the Company may withhold such amounts and make such tax payments as so required. Any taxes the Company is required to withhold or pay with respect to a Member (other than withholdings or payments which are made pro-rata in accordance with the Members' respective Percentage Interests) shall be treated as an advance against, and shall reduce amounts otherwise distributable to such Member pursuant to Section 5.6(a). Distributions under Section 5.6(c) shall be made no later than fifteen (15) days following the end of each calendar quarter.

(d) Notwithstanding anything to the contrary contained herein, if a Member owns a Profits Interest, that Profits Interest shall not be distributed any portion of Sale Proceeds attributable to the Threshold Value of the Company immediately prior to the issuance of that Profits Interest to the Member, which portion below the Threshold Value shall be distributed to the other Members pro-rata in accordance with their relative Percentage Interests.

(e) Notwithstanding anything to the contrary contained herein, in the event that the Parent becomes eligible to receive the Deferred Purchase Price (as defined in the Purchase Agreement) (subject to the terms and conditions set forth in the Purchase Agreement), the Company shall (i) pay to such of its employees (other than Chris Jones and/or Amanda Jones) as the Board may determine in its sole discretion one-time special bonuses in an aggregate amount of $1,000,000, and (ii) make to Parent a one-time special distribution in an amount equal to $1,000,000. For the avoidance of doubt, (x) the total amounts contemplated under this Section 5.6(e) shall not exceed $2,000,000, and (y) the payment of such amounts shall not be treated as distributions under Section 5.6(a) or (b).

ARTICLE VI
ADMISSION OF ADDITIONAL MEMBERS; WITHDRAWALS; DEATH

Section 6.1 Admission of Additional Members. Subject to Section 4.1(b), one or more additional Members of the Company may be admitted to the Company at such times and upon such terms as may be determined by the Board. Any additional Member admitted to the Company pursuant to this ARTICLE VI (a) shall execute an Agreement to be Bound, in substantially the form of Exhibit C to this Agreement, agreeing to be bound by and subject to all of the terms and conditions of this Agreement (an "Agreement to be Bound"), (b) if such additional Member is an individual who is married, such Member shall have caused his or her spouse to execute a spousal consent substantially in the form attached hereto as Exhibit D (a "Spousal Consent"), and (c) shall execute such other documents (including any amendments to this Agreement necessary to reflect the admission of such new Member) as may be reasonably requested by the Board. In connection with such admission, the Board shall update Exhibit A to this Agreement.

Section 6.2 Withdrawal of a Member. A Member may not withdraw from the Company and may not withdraw any portion of his, her, or its Capital Account balance without the unanimous agreement of the Board.

Section 6.3 Death of a Member. Upon the death of any Member, such Member's heirs, estate or legal representative, as the case may be, shall be admitted as a Member of the Company provided such Person executes an Agreement to be Bound, a Spousal Consent, if applicable, and such other documents as may be reasonably requested by the Board.

ARTICLE VII
TRANSFERS OF INTERESTS

Section 7.1 Sale or Transfer of Interests by a Member.

(a) Subject to Section 7.1(b), no Member shall, without the unanimous agreement of the Board, directly or indirectly dispose of any Interests (or any beneficial ownership therein) to a third party, whether by sale, exchange, assignment, transfer, distribution in kind, gift, devise, bequest, mortgage, pledge, encumbrance or otherwise, in each case, whether voluntary or involuntary, or by operation of law (each, a "Transfer"), and further any Permitted Transfer shall be made in accordance with this ARTICLE VII. Before any Person shall be admitted to the Company as a successor to a Member, the transferee shall execute an Agreement to be Bound, a Spousal Consent, if applicable, and shall execute such other documents as may be reasonably requested by the Board. Any Transfer in violation of this Agreement shall be null and void.

(b) Notwithstanding the foregoing, subject to Section 7.3 and Section 7.4 BBRC (and any successors or assigns thereof) may Transfer all or any portion of its Interests in the Company and/or assign all or any portion of its rights under this Agreement to any Person who is not a direct competitor of the Company without the prior consent of the Board, the Company or any other Member. For the avoidance of doubt, a change in the ownership of BBRC shall not be deemed a Transfer of BBRC's Interests in the Company or otherwise subject to any restrictions on Transfer and/or the other terms set forth in this Article VII so long as they do not result in a change of control of BBRC.

Section 7.2 Permitted Transfers. Notwithstanding anything to the contrary contained in this Agreement, with the prior written consent of the Board (not to be unreasonably withheld), a Member may Transfer all or a portion of its Interest to an Affiliate or for bona fide estate planning purposes to a trust or other entity all of the beneficiaries or members of which are the Member and/or family members of such Member, provided that no such Transfer shall be recognized by the Company until such Permitted

Transferee has executed an Agreement to be Bound, a Spousal Consent, if applicable, and such other documents as may be determined by the Board. Any Transfer permitted under this Section 7.2 shall not be subject to the provisions of Section 7.3 or Section 7.4.

Section 7.3 Right of First Offer.

(a) In the event that (i) a Member (the "Selling Member") wishes to Transfer any of its Interests (the "Offered Interests") in the Company to any Person other than to a Permitted Transferee or Transfers pursuant to Section 7.2 or Section 7.5 and (ii) such Transfer is approved pursuant to, and is in compliance with, Section 7.1(a) and Section 7.1(b), such Selling Member shall deliver written notice (the "Offer") to the other Members (the "ROFO Rightholders") specifying (i) the number of Interests that the Selling Member desires to Transfer, (ii) the price at which such Selling Member proposes to sell such Interest (the "Offer Price") and (iii) the other material terms and conditions of such proposed purchase.

(b) The ROFO Rightholders shall have the right to acquire all (but not less than all) of the Offered Interests proposed to be sold by the Selling Member for an amount equal to the Offer Price by delivering written notice (the "Acceptance Notice") to the Selling Member and the Company no later than 15 days following receipt of the Offer Notice (the "Offer Deadline") from the Selling Member. Any Acceptance Notice so delivered shall be binding upon delivery and irrevocable by the applicable Member. The failure of any ROFO Rightholder to provide an Offer to the Selling Member by the Offer Deadline shall be deemed to be a waiver of its rights under Section 7.3(b).

(c) Any such purchase or sale shall take place at a closing to be held within 90 days following receipt of the Offer Notice from the Selling Member; provided that such period may be extended as necessary to obtain any required regulatory approvals. The closing of the purchase of the Selling Member's Offered Interests pursuant to Section 7.3(b) shall take place pursuant to the terms and conditions specified in the Offer (or as specified above).

(d) Subject to Section 7.4, if the ROFO Rightholders do not elect to purchase all of the Offered Interests under this Section 7.3 (or do not timely provide notice of such election, the Selling Member may Transfer the Offered Interests to any third-party purchaser not affiliated with the Selling Member (the "Prospective Purchaser") on terms and conditions no more favorable to the Prospective Purchaser than those specified in the applicable Offer. The Offered Interests must be transferred within 90 days of the expiration of the 15-day period to the Prospective Purchaser provided further that the Prospective Purchaser shall execute an Agreement to be Bound and such other documents as are reasonably requested by the Board.

(e) The Selling Member may at any time prior to the Transfer of the Offered Interests give notice to the other Members that it no longer desires to Transfer the Offered Interests, provided that if such Member again desires to Transfer any Interests that the Member holds, such Member must comply with the provisions of this Agreement.

Section 7.4 Co-Sale Rights.

(a) In the event that in connection with an Offer pursuant to Section 7.3, either (i) BBRC declines or otherwise fails to purchase all of the Offered Interests, or (ii) the Parent declines or otherwise fails to purchase all of the Offered Interests and BBRC is proposing to sell fifty percent (50%) or more of its ownership interest in the Company, then BBRC or Parent respectively, (in either such case a "Co-Sale Participant") shall have the right to participate in the Transfer which was the subject of the Offer on the terms and conditions set forth in this Section 7.4. In such event, the respective Co-Sale Participant shall have the right to sell to the Prospective Purchaser, pro-rata with the Selling Member, all or any part

of BBRC's or Parent's, as applicable, Interests in the Company in accordance with the provisions set forth in this Section 7.4.

(b) Within five days following the expiration of the Offer Deadline, the respective Co-Sale Participant may make an election to include a number of its Interests as Interests in such Transfer to the Proposed Purchaser (the "Inclusion Election"). The respective Co-Sale Participant shall notify the Company and the other Members of its Inclusion Election within such five (5) day period. The failure to so notify within such five-day period shall constitute an election not to sell any Interests.

(c) The respective Co-Sale Participant shall be entitled to co-sell, pursuant to this Section 7.4, a Co-Sale Pro Rata Portion (as defined below) of its respective Interests. A "Co-Sale Pro Rata Portion" of the respective Co-Sale Participant's Interests shall mean the Percentage Interests equal to the product obtained by multiplying the Percentage Interests being sold by the Selling Member by a fraction, the numerator of which is the total Percentage Interests owned by the respective Co-Sale Participant at the time of the sale, and the denominator of which is the total Percentage Interests owned by the respective Co-Sale Participant and the Selling Member.

(d) The purchase of the Interests shall be on the same terms and conditions, including the price and the date of Transfer, as are stated in the Offer Notice (including with respect to representations, warranties and indemnification); provided, however, that any representations and warranties relating specifically to any Member shall only be made by that Member and any indemnification provided by the Members shall be based on the relative Interests being sold by each Member in the proposed sale, either on a several, not joint, basis or solely with recourse to an escrow established for the benefit of the Prospective Purchaser; provided further that the Board, acting by the unanimous consent of the Managers, shall make a good faith determination of the fair market value of the Interests being sold by each Member (based upon the preferences existing in respect of such Interests under Section 5.6) and the allocation of the total purchase price paid for all of the Interests (including the Interests) among the Selling Members shall be based upon such determination. If the Board and the applicable Member are unable to promptly agree on the fair market value of such Interests, then the parties shall take prompt steps to have the valuation of such Interests determined by a nationally recognized third party investment bank, accounting firm, or independent valuation firm reasonably acceptable to the parties, and such valuation shall be final and binding on the Members for purposes of this Agreement.

(e) Subject to compliance with this Section 7.4, the Selling Member shall have 120 days after delivery of the Offer Notice in which to Transfer such Interests to the Prospective Purchaser at a price and on terms not more favorable than were set forth in the Offer Notice. If, at the end of such 120-day period, the Selling Member has not completed the Transfer of Interests in accordance with the terms of the Prospective Purchaser's Offer, all the restrictions on Transfer contained in this Agreement shall again be in effect (unless such 120-day period is extended with the consent of all of the other Members). In the event that a Transfer of Interests is made to a Prospective Purchaser pursuant to this Section 7.4, such Prospective Purchaser shall execute an Agreement to be Bound, a Spousal Consent, if applicable, and shall execute such other documents as may be reasonably requested by the Board.

(f) For the avoidance of doubt, in the event an Offer is made in respect of a transaction that would otherwise constitute a Company Sale, the terms of any consummation of such Offer shall be in accordance with Section 7.5.

Section 7.5 Drag-Along Sale Rights.

(a) If at any time Parent and BBRC (collectively, the "Dragging Members") both agree to cause the Company to effect a Company Sale (a "Drag-Along Transaction") to any bona fide third-party

purchaser (a "Third-Party Purchaser"), then each other Member (the "Dragged Members") shall be required to (i) if such Drag-Along Transaction is structured as a Transfer of Interests, Transfer to such Third-Party Purchaser the same percentage of Interests as is equal to the percentage of Interests held by the Dragging Members that is being Transferred to the Third-Party Purchaser, or (ii) if such Drag-Along Transaction is structured as a merger, consolidation or sale of assets, vote in favor thereof, and otherwise consent to and raise no objection to such Drag-Along Transaction, and each Dragged Member shall waive dissenters' rights, appraisal rights or similar rights, if any, which such Dragged Member may have in connection therewith. The rights of the Dragging Members under this Section 7.5 shall be exercisable by written notice (a "Drag-Along Notice") delivered by the Dragging Members to the Dragged Members, which shall state (A) that the Dragging Members propose to effect a Drag-Along Transaction, (B) if applicable, the portion of the Interests of the Dragging Members proposed to be Transferred, (C) the proposed purchase price to be paid by the Third-Party Purchaser for the Interests to be Transferred and (D) the other principal terms and conditions of such Drag-Along Transaction. Following the delivery of a Drag-Along Notice, subject to the provisions of Section 7.5(b), each Dragged Member shall agree to and shall be bound by the same terms, provisions and conditions in respect of the Drag-Along Transaction as are applicable to the Dragging Members. Subject to the immediately preceding sentence, each Dragged Member further agrees to (i) take, or cause to be taken, all action, and do, or cause to be done, all things reasonably necessary or advisable to consummate and make effective such Drag-Along Transaction, including (A) executing any purchase agreement or other certificates, instruments and other agreements required to consummate the Drag-Along Transaction, including making or providing the same representations, warranties, covenants, indemnities and agreements as the Dragging Members make or provide in connection with the Drag-Along Transaction; provided, that any indemnification provided by the Dragged Members shall be made pro rata in proportion to the sale proceeds received by each Dragged Member in connection with the Drag-Along Transaction (except in the case of indemnification obligations arising as a result of a breach of a representation or warranty relating specifically to a particular Dragged Member regarding title, authority, capacity, enforceability, no consents, no conflicts, no litigation and no brokers, which shall be borne solely by such Dragged Member), except that, in no event shall the indemnification obligations of any Dragged Member exceed the amount of proceeds received by such Dragged Member in such Drag-Along Transaction, (B) participating in any escrow or other hold-back on a pro rata basis in accordance with the proceeds received in any such Drag-Along Transaction and (C) using reasonable best efforts to (i) obtain all necessary consents from third parties and taking such other actions as may be necessary to consummate the Drag-Along Transaction, and (ii) appoint the Company as its attorney-in-fact, which appointment is hereby coupled with an interest, to do the same on its behalf. At the closing of a Drag-Along Transaction, the Dragged Members shall deliver to the Third-Party Purchaser, to the extent applicable (A) such instruments of Transfer as shall be reasonably requested by the Third-Party Purchaser with respect to the Interests to be Transferred, against receipt of the purchase price therefor and (B) such Dragged Members' Interests, free and clear of all liens, and each such Dragged Member shall represent and warrant as to its unencumbered title and power, authority and legal right to Transfer such Interests. At the closing of any Drag-Along Transaction, the Third-Party Purchaser shall deliver payment for the Interests Transferred to such Third-Party Purchaser (subject to any escrow, hold-back or earn-out provided for in the purchase agreement).

(b) The proceeds from a Drag-Along Transaction shall be distributed to the Members on the same basis as if the Company was dissolved on the date of such Drag-Along Transaction and all of the proceeds were distributed to the Members pursuant to Section 5.6(a).

(c) There shall be no liability on the part of Parent, BBRC or the Company to the Dragged Members or any of their respective Affiliates if any Drag-Along Transaction is not consummated for whatever reason.

(d) In connection with any Drag-Along Transaction, Chris Jones shall, if requested by the Third-Party Purchaser, enter into an agreement (on substantially similar terms to his then-existing

services agreement with the Company) to remain employed by the Company for two years (or such shorter period as is determined by the unanimous agreement of the Managers).

Section 7.6 Initial Public Offerings. In the event of an initial public offering of the Company's securities (an "IPO"), Parent will cause Chris Jones to, effective as of immediately prior to such IPO:

(a) enter into such lock-up, standstill and/or similar agreements as are requested by any underwriter of such IPO in respect of his entire ownership interest in the Company provided all other Members enter into similar lock-ups; and

(b) agree to retain ownership of, for at least 24 months following the date of the IPO, at least 50% of the securities of the Company owned by Parent and its Affiliates as of immediately prior to the IPO.

(c) If requested by the underwriter, enter into an agreement (on substantially similar terms to his then-existing services agreement with the Company) to remain employed by the Company for two years (or such shorter period as is determined by the unanimous agreement of the Managers).

ARTICLE VIII
ACCOUNTING AND FISCAL MATTERS

Section 8.1 Fiscal Year. The Company's fiscal year shall be the calendar year, unless otherwise fixed by the Board (the "Fiscal Year").

Section 8.2 Books and Records; Periodic Reports.

(a) The Company shall keep, or arrange to have kept, full, accurate, complete, and proper books and records of all of the operations of the Company. The books and records of the Company shall, at the cost and expense of the Company, be kept and cause to be kept by the Company at the principal office of the Company. Each Member, at its own expense, shall have the right upon reasonable notice to inspect the books and records of the Company during business hours at the principal place of business of the Company.

(b) The Company shall deliver to BBRC the following reports (the preparation of which reports will be overseen by the President of the Company):

(i) within fifteen (15) Business Days of the end of each month, an unaudited income statement and statement of cash flows and balance sheet for such month and as of the end of such month, in reasonable detail with the goal of GAAP compliance by the end of 2019 and ensuring GAAP compliance in respect of all periods in FY2020 and thereafter; and

(ii) as soon as practicable, but in any event within ninety (90) calendar days following the end of each fiscal year of the Company, an income statement for such fiscal year, a balance sheet of the Company and statement of stockholder's equity as of the end of such year, and a statement of cash flows for such year such year-end reports to be in reasonable detail, with the goal of GAAP compliance by the end of 2019 and ensuing GAAP compliance and audited financial statements beginning with FY2020; and provided further that the Company shall use its commercially reasonable efforts to cause the Company's audited financial statements in respect of Fiscal Year 2019 to be completed prior to June 30, 2020.

Section 8.3 Tax Returns. The Board shall cause the Company's tax returns and other United States federal and state governmental returns and reports to be prepared and timely filed. The Company shall deliver copies of Schedule K-1 of Form 1065 (or a comparable schedule) and other necessary tax information for each fiscal year to each Member.

Section 8.4 Tax Matters. The Company intends to be treated as a partnership for federal income tax purposes. Each Member represents, warrants and covenants with the other Members hereto that it will not take a position on its United States income tax return, on any claim for refund, or in any administrative or legal proceeding, which is inconsistent with the treatment of the Company as a partnership, without obtaining the prior unanimous written consent of the Members. Parent is hereby designated as the "Partnership Representative" within the meaning of Section 6223 of the Code and under any corresponding provision of state or local income tax law (such designations, collectively, the "Partnership Representative"). The Partnership Representative shall have the authority to make all tax elections on behalf of the Company, including, without limitation, elections under Sections 6221(b) and 6226 of the Code; provided any decision to make or not make an election shall not have a disproportionate and materially adverse effect on BBRC. The Partnership Representative shall make all decisions in its capacity as Partnership Representative in such manner as it determines; provided any decision to make or not make an election shall not have a disproportionate and materially adverse effect on BBRC. The Company shall bear any reasonable expenses (including, without limitation, the fees and expenses of counsel) of the Partnership Representative incurred in connection with the performance of its duties as the Partnership Representative. The Partnership Representative shall be treated as an Officer for purposes of Section 10.2 (Indemnification by the Company).

ARTICLE IX
DISSOLUTION

Section 9.1 Dissolution. The Company shall be dissolved, and shall terminate and wind up its affairs, upon the first to occur of the following:

(a) the unanimous written consent of the Members; or

(b) the entry of a decree of judicial dissolution under the Act.

Section 9.2 Continued Existence. The death, disability, withdrawal, bankruptcy, or dissolution of a Member shall not result in the dissolution or winding up of the Company and the Company shall continue its existence thereafter until such time as the Company shall be dissolved in accordance with Section 9.1.

Section 9.3 Procedure on Winding Up.

(a) If the Company is dissolved, the business and affairs of the Company shall thereupon be wound up by the Persons authorized by the Board (the "Liquidator").

(b) Upon the winding up of the Company, a full accounting of the assets and liabilities of the Company shall be taken and the assets of the Company shall be retained to the extent determined by the Liquidator. Any assets retained after any such liquidation shall be applied and distributed as promptly as practicable in the following order of priority:

(i) payment of the debts and liabilities of the Company, in order of priority provided by law, and payment of the expenses of liquidation;

(ii) setting up of such reserves as the Liquidator may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company or any obligations or liabilities not then due and payable; provided, any balance of such reserve, at the expiration of such period as the Liquidator shall deem advisable, shall be distributed in the manner hereinafter provided; and

(iii) the remaining assets of the Company shall be distributed in accordance with Section 5.6(a).

(c) As promptly as possible after the completion of the winding up of the Company, the Liquidator by the Board shall cause a final statement and report of the Company to be prepared and forwarded to each Member.

(d) As promptly as possible, and in any event within 90 days following the dissolution and winding up of the Company, the Liquidator authorized by the Board shall file appropriate articles of dissolution for the Company with the Secretary of State of the State of Delaware pursuant to and in accordance with the applicable provisions of the Act.

ARTICLE X
LIMITATION OF LIABILITY AND INDEMNIFICATION

Section 10.1 Limitation of Liability. No Member, Manager or Officer shall be liable to the Company, any Affiliate thereof or any Member for any loss suffered by the Company, any Affiliate thereof or any Member which arises out of any act or omission believed by such Person in good faith to be within the scope of authority conferred upon him or her by this Agreement, but shall have liability only for acts or omissions involving its, his or her willful misconduct, fraud or gross negligence.

Section 10.2 Indemnification by the Company. To the maximum extent permitted by applicable law, the Company shall protect, indemnify, defend and hold harmless each Manager, each Officer and each Member of the Company (each, an "Indemnified Person") who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Manager, Officer or Member of the Company, against losses, damages, expenses (including reasonable attorneys' fees), judgments, fines and amounts ("Losses") reasonably incurred by him or her in connection with such action, suit or proceeding, except to the extent that such Losses were the result of the willful misconduct, fraud or gross negligence of such Indemnified Person; provided, however, that any indemnification of a Member or Officer under this Section 10.2 shall not be applicable in the event that such claim is in connection with a claim by BBRC or their respective successors or assigns arising from a valid indemnification claim against such Member or Officer pursuant to the Purchase Agreement in connection with such action, suit or proceeding. The indemnification authorized under this Section 10.2 shall include payment on demand (with appropriate evidence of the amounts claimed) of reasonable attorneys' fees and other expenses incurred in connection with, or in settlement of, any legal proceedings between the Indemnified Person and a third party; provided that (A) if it is finally judicially determined that such Indemnified Person is not entitled to the indemnification provided by this Section 10.2, then such Indemnified Person shall promptly reimburse the Company for any reimbursed or advanced expenses and (B) the Company may require the applicable Indemnified Person to provide an undertaking with respect to the foregoing prior to the advancement of any such fees and expenses. Such indemnification rights shall be in addition to any and all rights, remedies and recourse to which any Indemnified Person shall be entitled, whether or not pursuant to the provisions of this Agreement, at law or in equity. The indemnities provided for in this Section 10.2 shall be recoverable only from the assets of the Company, and there shall be no recourse to any Member or other Person for the payment of such indemnities. The provisions of this Section 10.2 shall continue to afford protection to each Indemnified Person regardless of whether such Indemnified Person remains in the position or capacity

pursuant to which such Indemnified Person became entitled to indemnification under this Section 10.2 and regardless of any subsequent amendment to this Agreement, and no amendment to this Agreement shall reduce or restrict the extent to which these indemnification provisions apply to actions taken or omissions made prior to the date of such amendment.

Section 10.3 Notice and Defense of Claims.

(a) Notice of Claim. If any action, claim or proceeding ("Claim") shall be brought or asserted against any Indemnified Person in respect of which indemnity may be sought under Section 10.2 from the Company, the Indemnified Person shall give prompt written notice of such Claim to the Company which may assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Person and the payment of all of such counsel's fees and expenses; provided that any delay or failure to so notify the Company shall relieve the Company of its obligations hereunder only to the extent, if at all, that it is prejudiced by reason of such delay or failure. Any such notice shall (i) describe in reasonable detail the facts and circumstances with respect to the Claim being asserted and (ii) refer to Section 10.2.

(b) Defense by the Company. In the event that the Company undertakes the defense of the Claim, the Company will keep the Indemnified Person advised as to all material developments in connection with any Claim, including, but not limited to, promptly furnishing to the Indemnified Person copies of all material documents filed or served in connection therewith. The Indemnified Person shall have the right to employ one separate firm per jurisdiction in any of the foregoing Claims and to participate in the defense thereof, but the fees and expenses of such separate firm shall be at the sole expense of the Indemnified Person unless both the Indemnified Person and the Company are named as parties and representation by the same counsel is inappropriate due to actual differing interests between them; provided that under no circumstances shall the Company be liable for the fees and expenses of more than one counsel per jurisdiction in any of the foregoing Claims for the Indemnified Person together with its Affiliates, and their respective directors, managers, officers, employees, agents, successors and assigns, taken collectively and not separately. The Company may, without the Indemnified Person's consent, settle or compromise any Claim or consent to the entry of any judgment if such settlement, compromise or judgment involves only the payment of money damages by the Company or provides for unconditional release by the claimant or the plaintiff of the Indemnified Person from all liability in respect of such Claim; in all other cases, the Company may settle such Claim only with the consent of the Indemnified Person (such consent not to be unreasonably withheld, conditioned or delayed).

(c) Defense by the Indemnified Person. In the event that the Company, within twenty (20) days after receiving written notice of any such Claim, fails to assume the defense thereof, the Indemnified Person shall have the right, subject to the right of the Company thereafter to assume such defense, to undertake the defense, compromise or settlement of such Claim for the account of the Company.

Section 10.4 Directors' and Officers' Insurance. The Company shall purchase and maintain at the Company's expense, appropriate directors' and officers' insurance to the extent such insurance is available to the Company on commercially reasonable terms. Such insurance may be purchased directly by the Company or, with the approval of the Board, indirectly by being added to any insurance policy of any Member or any of its Affiliates, with the Company bearing its allocable share of the costs of such insurance.

Section 10.5 Purchase Agreement. Notwithstanding anything to the contrary contained herein, the Members acknowledge and agree that the indemnification provisions of the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

ARTICLE XI
MISCELLANEOUS

Section 11.1 Spousal Consents. Each Member acknowledges and agrees that if such Member is married as of the date hereof, such Member shall have caused as of the date hereof his or her spouse to execute a Spousal Consent. Each Member further acknowledges and agrees that if such Member marries or remarries after the date hereof, such Member shall cause his or her spouse to execute a Spousal Consent promptly upon such marriage (but in no event later than 30 days after such marriage).

Section 11.2 Confidential Information; Inventions.

(a) Each Member acknowledges that the Company possesses and will continue to possess information that has been created, discovered, or developed, or has otherwise become known to the Company, or in which property rights have been assigned or otherwise conveyed to the Company, which information has commercial value in the Business in which the Company is engaged and is not generally known to the public, including trade secrets, intellectual property, research, product development or design, trading strategies, advertising or promotional programs, software programs, know how, algorithms, specifications, techniques, methods, concepts, inventions, developments, discoveries, and improvements of the Company, mailing or client lists and other business arrangements, plans, procedures and strategies (collectively the "Confidential Information"). Confidential Information does not include information which (i) becomes generally available to the public other than as a result of a disclosure by a Member, (ii) was available to a Member on a non-confidential basis prior to its disclosure to such Member by the Company, any of its Affiliates, any of their representatives or agents, or (iii) becomes available to a Member on a non-confidential basis from a source other than the Company, any of its Affiliates or any of their representatives or agents; provided, that such source is not bound by a confidentiality agreement with the Company or any of its Affiliates or any of their representatives or agents or otherwise prohibited from transmitting the information to such Member. The Members will each hold in confidence and not, directly or indirectly, divulge, publish, communicate, or make available to any Person the Confidential Information, except (i) to such Member's Affiliates and their respective managers, directors, officers, employees, accountants, attorneys and other advisors ("Permitted Recipients"), (ii) as authorized in writing by the Board, or (iii) as required to fulfill the rights and obligations of the Members hereunder. Each Member agrees (x) to only disclose Confidential Information to a Permitted Recipient after informing such Person of the confidential nature of such Confidential Information, (y) to direct and cause such Permitted Recipient to use and hold such Confidential Information in accordance with the terms of this Agreement and (z) that it shall be responsible for any use or disclosure of Confidential Information by its Permitted Recipients. Each Member shall not use any Confidential Information to the detriment of the Company. Furthermore, nothing herein shall prevent a Member from disclosing Confidential Information (i) to the extent required by law, rule or regulation; or (ii) in response to a subpoena or other valid legal process; provided that, under subsections (i) and (ii), where not prohibited by law, the disclosing Member agrees to provide the Board with advance notice of disclosure. Nothing in this Agreement, however, limits a Member's ability to communicate with any federal, state, or local governmental agency, commission or body, including the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, and the Securities and Exchange Commission (collectively, a "Governmental Agency"), or self-regulatory organization or otherwise participate in any investigation or proceeding that may be conducted by any Governmental Agency or self-regulatory organization, without notice to the Company. In all cases, the disclosing Member agrees to take all reasonable steps to protect the confidentiality of any information disclosed, including seeking confidential treatment by the relevant body, as applicable. Further, nothing in this Agreement constitutes a waiver of the Company's attorney-client, work product or other applicable privileges, and to the extent a Member is in possession of any information protected by such privileges, nothing herein authorizes such Member to disclose such privileged information to any third party. Further, to the extent provided under applicable law, a Member shall not be held criminally or civilly

liable for the disclosure of a trade secret that (i) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b) Each Member, other than BBRC, shall promptly disclose to the Company all improvements, inventions, formulae, processes, techniques, know-how and data (collectively, "Inventions"), whether or not patentable, made or conceived, or reduced to practice, or learned by such Member, either alone or jointly with others, during the period of membership with the Company which are directly related to the Business of the Company or its Affiliates, or result from tasks assigned to such Member by the Company or its Affiliates, or result from use of premises owned, leased, or contracted for by the Company or its Affiliates. Each Member agrees that all Inventions will be the sole property of the Company or its Affiliates, as applicable, and such Member hereby assigns to the Company and its applicable Affiliates any rights it may have or may acquire in all Inventions. Each Member further agrees as to all Inventions to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents on Inventions in any and all countries, and to that end such Member shall execute all documents for use in applying for and obtaining such patents thereon and enforcing same, as the Company may desire, together with any assignments thereof to the Company or Persons designated by it. The Members specifically acknowledge and agree that, notwithstanding anything herein to the contrary, this Section 11.2(b) shall not apply to BBRC.

(c) Notwithstanding anything herein to the contrary, with respect to each Member, the covenants and agreements contained in this Section 11.2 that apply to such Member are in addition to and do not supersede any and all similar provisions contained in any employment, service, confidentiality or other written agreement governing the relationship between the Company or its Affiliates, on the one hand, and such Member, on the other hand.

Section 11.3 Conversion to Corporate Form. If the Board determines by unanimous consent that it is desirable or in the best interests of the Company to be conducted in a corporate, rather than in a limited liability company form, the Board shall have the power to incorporate the Company, convert the Company to a corporation or take such other action as the Board may deem advisable in light of such changed conditions, including (i) dissolving the Company, (ii) creating one or more subsidiaries of the newly-formed corporation, (iii) transferring to such subsidiaries any or all of the property and assets of the Company, (iv) merging the Company with another entity, and/or (v) entering into such shareholders' agreements, lock-up agreements, registration rights agreements and similar agreements as may be reasonably required to effect the intent of this Agreement (a "Corporate Conversion"). In connection with any such Corporate Conversion, the Members shall receive, in exchange for their respective Interests, shares of capital stock of such corporation or its subsidiaries having the same relative economic interest as is set forth in this Agreement, as among the holders of Interests, subject in each case to (a) any modifications required solely as a result of the conversion to corporate form and (b) any modifications to conform to the provisions relating to actions of shareholders and a board of directors set forth in the jurisdiction of incorporation. At the time of such conversion, all of the Members shall enter into a shareholders' agreement providing for substantially equivalent powers, restrictions and other provisions to those set forth in this Agreement. It is the intent of the Members that the conversion of the Company into corporate form is part of the Members' investment decision with respect to the Interests. In connection with any conversion to a corporation, the Board will determine the aggregate value of the Interests immediately prior to an IPO (the "Pre-Offering Company Value") based upon the valuation of the Company implied by the IPO offering price, and each Member's proportionate share of the shares of common stock issued in connection with such conversion shall equal the quotient of (i) the amount that would be distributed to such Member if all assets of the Company and its subsidiaries were sold for cash equal to the Pre-Offering Company Value and the proceeds were distributed in accordance with Section 9.3 by (ii) the Pre-Offering Company Value.

Section 11.4 No Partition. The Members acknowledge that irreparable damage would be done to the goodwill and reputation of the Company if any Member should bring an action in court to dissolve the Company or to partition all or any part of the assets of the Company. This Agreement has been drawn carefully to provide fair treatment of all parties and equitable payments in liquidation of the Interests of the Members. Accordingly, the Members hereby specifically agree that no Member nor any successor-in-interest of any such Member shall have the right, prior to the dissolution of the Company as herein provided, to initiate legal action to seek dissolution or otherwise cause dissolution, to seek the appointment of a receiver or trustee to liquidate the Company, or to file a complaint or institute any proceeding at law or in equity to have the Company property partitioned, and each Member, on behalf of itself, its successors and assigns, hereby waives any such right. It is the intention of the Members that during the term of this Agreement the rights of the Members and their successors-in-interest, as among themselves, shall be governed by the terms of this Agreement and that the right of any Member or successor-in-interest to Transfer or otherwise dispose of its Interest in the Company shall be subject to the limitations and restrictions of this Agreement.

Section 11.5 Further Assurances. The parties hereby agree to take such further actions and execute and deliver to the other such further documents, as may be necessary or convenient from time to time to more effectively carry out the intent and purposes of this Agreement and to establish and protect the interests, rights and remedies created or intended to be created hereunder.

Section 11.6 Notices. Any notices or other communications required or permitted hereunder shall be deemed to have been properly given and delivered if in writing by such party or its legal representative and delivered personally or sent by email, nationally recognized overnight courier service guaranteeing overnight delivery, or registered or certified mail, postage prepaid, addressed as indicated for each Member on Exhibit A attached hereto and in the case of Parent notice shall be given concurrently to George J. Wall, Glaser Weil Fink Howard Avchen & Shapiro LLP, 520 Newport Center Drive, Suite 420, Newport Beach, CA 92660. Unless otherwise specified herein, such notices or other communications shall be deemed given (a) on the date delivered, if delivered personally, (b) one (1) Business Day after being sent by a nationally recognized overnight courier service, (c) five (5) Business Days after being sent, if sent by registered or certified mail, and (d) on the date delivered by email, if delivered (without receipt of an automated delivery failure notification) during business hours on a Business Day (or one (1) Business Day after the date of delivery if delivered after business hours) with a copy delivered by one of the other means provided for in this Section 11.6. Each of the parties hereto shall be entitled to specify a different address by delivering notice as aforesaid to each of the other parties hereto.

Section 11.7 Invalidity. All rights and restrictions contained herein may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any term of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining terms hereof shall constitute their agreement with respect to the subject matter hereof and all such remaining terms shall remain in full force and effect. To the extent legally permissible, any illegal, invalid or unenforceable provision of this Agreement shall be replaced by a valid provision which will implement the commercial purpose of the illegal, invalid or unenforceable provision of this Agreement.

Section 11.8 Waiver. No failure on the part of any party hereto to exercise, and no delay in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy by any such party preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

Section 11.9 Remedies Cumulative. Each right, power and remedy provided herein or now or hereafter existing at law, in equity, by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for herein or now or hereafter existing at law, in equity, by statute or otherwise, and the exercise or beginning of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers and remedies.

Section 11.10 Entire Agreement; Third-Party Beneficiaries. This Agreement and the Purchase Agreement, dated as of the date hereof, among the Members and the Company supersede all prior discussions and agreements between the parties with respect to the subject matter hereof, and this Agreement and such Purchase Agreement contain the sole and entire agreement between the parties with respect to the matters covered hereby. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and permitted assigns subject to the express provisions hereof relating to successors and assigns, and no other Person (other than Indemnified Persons) will have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

Section 11.11 Successors and Assigns. A Member may not assign this Agreement or its rights or obligations hereunder, except in connection with a Transfer of Interests made in accordance with the terms set forth in this Agreement. Subject to the provisions hereof imposing limitations and conditions upon the Transfer or other disposition of the Interests of the parties, all of the provisions hereof shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

Section 11.12 After Acquired Interests. All of the provisions of this Agreement shall apply to all of the Interests of the Company now owned or which may be issued to or acquired by a Member in consequence of any additional issuance, purchase, exchange, conversion or reclassification of Interests, reorganization or any other form of recapitalization, consolidation, merger, split or distribution, or which are acquired by a Member in any other manner.

Section 11.13 Amendments. Except as otherwise set forth herein with respect to updates to Exhibit A, this Agreement may be amended only by the written consent of Parent and BBRC. Any amendment approved as required in this Section 11.13 shall be valid and binding on all Members.

Section 11.14 Arbitration.

(a) Actions. Except as otherwise provided in this Agreement or in an action for injunctive relief, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity hereof, including the determination of the scope or applicability of this agreement to arbitrate (each, an "Action"), shall be determined by arbitration in Dallas, Texas before one arbitrator. The arbitration shall be administered by Judicial Arbitration and Mediation Services, Inc. ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures, and in accordance with the Expedited Procedures in such Rules and Procedures (should they be deemed by a Party to be necessary), and the arbitrator selected pursuant thereto shall be the "Referee." The exclusive forum such judgment on arbitration, or any legal proceeding not subject to arbitration, may be entered is in a court of competent jurisdiction over Dallas, Texas; provided that should it be determined that such court is an improper venue notwithstanding the Parties' choice of forum, then the exclusive jurisdiction shall become a court of competent jurisdiction over the Parties (each such court, the "Court"). This Section 11.14(a) shall not preclude the Parties from seeking provisional remedies in aid of arbitration from the applicable Court. Should JAMS, or a legal successor of JAMS, not be in existence at the time an Action arises, the Parties agree to jointly select in good faith an alternate organization offering at that time services substantially similar to those now offered by JAMS and, when so selected, such alternate organization shall

be substituted for JAMS wherever JAMS is referred to herein. Should the Parties be unable to agree to an alternate to JAMS, the Parties shall file a petition with the applicable Court under its applicable rule(s) and laws related to the appointment of an independent arbitrator. The Referee shall hear and determine any or all of the issues raised in the Action, whether of fact or of law, and shall report a statement of decision. The Referee's statement of decision shall stand as the decision of the Court, and upon filing of the statement of decision with the Court, judgment may be entered thereon in the same manner as if the action had been tried by the Court. THE PARTIES AGREE TO WAIVE THEIR RIGHT TO JURY TRIAL AND TO SUBMIT ANY ACTION (AS THAT TERM IS DEFINED HEREIN) TO ARBITRATION IN ACCORDANCE WITH THIS SECTION 7.07.

(b) Jurisdiction; Service of Process. Except as otherwise provided in this Agreement, each of the Parties irrevocably submits to the exclusive jurisdiction of the arbitration or the Court, as applicable, in any Action and waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Action shall be heard and determined only in arbitration or the Court, as applicable, and agrees not to bring any Action arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement in any other court. Each Party acknowledges and agrees that this Section 11.14 constitutes a voluntary and bargained-for agreement between the Parties. Process in any Action may be served on any Party anywhere in the world, including by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 11.6. Nothing in this Section 11.14 will affect the right of any Party to serve legal process in any other manner permitted by law or at equity. For purposes of clarity, form and process of service of a demand for arbitration shall be served in a manner authorized by the tribunal's rules (i.e., in the case of JAMS, pursuant to its Comprehensive Arbitration Rules and Procedures).

(c) *Attorneys' Fees*. In the event any Action is brought in respect of this Agreement or any of the transactions contemplated by this Agreement and the rights of the Parties, the prevailing Party will be entitled to recover its reasonable attorneys' fees and other costs incurred therein, in addition to any relief to which such Party may be entitled.

(d) Enforcement of Agreement. The Parties acknowledge and agree that a Party may be irreparably harmed if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement may not be adequately compensated in all cases by monetary damages alone. Accordingly, the Parties agree that, in addition to any other right or remedy to which a Party may be entitled at law, each Party shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to obtain temporary, preliminary, and permanent injunctive relief to prevent breaches or threatened breaches, without posting any bond or giving any other undertaking, to the extent there is no adequate remedy at law.

(e) Confidentiality of Arbitration Materials. Each Party hereby agrees that the existence of any such arbitration, the pleadings, any materials submitted or exchanged in discovery, as well as any testimony, and any decision, award or settlement and the terms thereof shall be confidential ("Confidential Arbitration Materials") and shall not be disclosed to any third party except: (a) as required by law, rule or regulation; (b) to such party's directors, managers, officers, employees, financial or tax advisors, attorneys, accountants, agents and other representatives, and only then after securing their agreement to keep such information confidential, or (c) in connection with an action or proceeding to enforce or vacate such award, provided that the parties shall take all reasonable steps to protect the confidentiality of such Confidential Arbitration Materials.

Section 11.15 Governing Law. The parties hereto have agreed that the validity, construction, operation and effect of any and all of the terms and provisions of this Agreement shall be determined and

enforced in accordance with the substantive laws of the State of Delaware without giving effect to principles of conflicts of law thereunder.

Section 11.16 Counsel; Limited Scope of Representation. Each Member agrees, on its own behalf, that Seward & Kissel LLP ("S&K") has served solely as counsel to BBRC in connection with the negotiation, preparation, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and by the Purchase Agreement, and that, following consummation of the transactions contemplated hereby and thereby, S&K (or any successor thereof) may serve as counsel to BBRC in connection with any litigation, arbitration, claim or obligation arising out of or relating to this Agreement or the Purchase Agreement or the transactions contemplated hereby or thereby. Each Member acknowledges that it has reviewed the contents of this Agreement and fully understands its terms. Each Member acknowledges that it is fully aware of its right to the advice of counsel independent from that of the Company, that it was advised that a conflict exists among the Members and the Company's individual interests with respect to this Agreement and that such interests may presently and in the future be adverse, and that it should seek the advice of independent counsel, and that it has had the opportunity to seek the advice of independent counsel. Each Member further acknowledges that S&K has provided no advice or representations to it regarding the tax consequences of this Agreement to it or any other matter, and that it has been advised to seek the advice and consultation of its own personal tax advisers with respect to such tax consequences. Each Member, by executing this Agreement, represents that it has, after being advised of the potential conflicts among the Members and the Company with respect to the future consequences of this Agreement, either consulted independent legal counsel or elected, notwithstanding the advice, not to consult such independent legal counsel.

Section 11.17 Power of Attorney. Each Member does hereby constitute and appoint the Board as its true and lawful agent and attorney-in-fact, with full power of substitution and full power and authority in its name, place and stead, to make, execute, sign, acknowledge, swear to, record and file (i) any amendment to this Agreement, in accordance with Section 11.13; (ii) all certificates and instruments deemed advisable by the Board to carry out the provisions of this Agreement and any applicable law; (iii) all instruments that the Board deems appropriate to reflect a change or modification to this Agreement or the Company in accordance with this Agreement, including, without limitation, the admission of new Members; (iv) all Transfer documents to be executed by the Company or any Member in connection with any Transfers under this Agreement (including any documents which may be useful or necessary to effectuate a Drag-Along Transaction); (v) all conveyances and other instruments or papers deemed advisable by the Board, including, without limitation, those to effect the sale, dissolution or termination of the Company; and (vi) all other instruments or papers which may be required or permitted by law to be filed on behalf of the Company. The power of attorney granted pursuant to this Section 11.17 is coupled with an interest and shall (A) survive and not be affected by the subsequent death, disability, bankruptcy or dissolution of the Member granting such power of attorney or the Transfer of all or any portion of such Member's Interest, and (B) extend to such Member's successors, assigns, heirs, estate and legal representatives.

Section 11.18 Counterparts; Facsimile or Electronic Signatures. This Agreement may be executed, including execution by facsimile or other electronic or pdf transmission, in more than one counterpart with the same effect as if the parties executing the several counterparts had all executed one counterpart.

- Signature Page Follows -

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amended and Restated Limited Liability Company Agreement as of the day and year first above written.

PLANT THERAPY HOLDINGS, INC.

By:_____
Name: Chris Jones
Title: President

BBRC ECI INVESTMENT HOLDINGS, LLC

By:_____
Name: Brett Blundy
Title: Director