THIS INSTRUMENT HAS BEEN ISSUED PURSUANT TO SECTION 4(A)(6) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), AND NEITHER IT NOR ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED BY RULE 501 OF REGULATION CROWDFUNDING UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION THEREFROM.

IF THE SUBSCRIBER LIVES OUTSIDE THE UNITED STATES, IT IS THE SUBSCRIBER'S RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY SUBSCRIPTION AND PURCHASE OF THE SECURITIES, INCLUDING OBTAINING REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER REQUIRED LEGAL OR OTHER FORMALITIES. THE COMPANY RESERVES THE RIGHT TO DENY THE PURCHASE OF THE SECURITIES BY ANY SUBSCRIBER, WHETHER FOREIGN OR DOMESTIC.

GROVE BIOMEDICAL, LLC

Subscription Agreement for Class CF Units
Beneficial Interest in Omnibus Class CF Instrument
Representing Economic Interest in
Class CF Units

Series 20[XX]

This Subscription Agreement (this "**Agreement**") is entered into by and between the undersigned (the "**Subscriber**") and Grove Biomedical, LLC, a New York limited liability company (the "**Company**"), effective as of [Date of Subscription Agreement]. Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Form of Omnibus Class CF Instrument attached hereto as Exhibit A (the "**Omnibus Class CF Instrument**"). In consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subscriber and the Company hereby agree as follows.

1. **Subscription.** Subject to the terms and conditions of this Agreement, the Subscriber hereby subscribes $[_____] (the "**Subscription Amount**") for the right to an indirect economic interest in the Company's Class CF Units (the "**Subscription**"), to be represented by a pro rata beneficial interest in an Omnibus Class CF Instrument issued by the Company to the trustee and custodian designated in the Omnibus Class CF Instrument, Prime Trust, LLC ("**Trustee and Custodian**"), with Trustee and Custodian as legal record owner of the Class CF Unit (the "**Beneficial Interest**", as defined and calculated in the Omnibus Class CF Instrument provided below as Exhibit A).

2. **General Terms and Conditions.**

   (a) *Acceptance and Conditions*. The Company reserves the right, in its sole and absolute discretion, to accept or reject the Subscription in whole or in part. The valid execution of this Agreement shall be conditioned upon the following terms being met: (i) Subscriber's completion of the investment commitment process on the Portal hosting the Company's offering; (ii) Subscriber's delivery of the Subscription Amount to an escrow account held for the benefit of the Company's offering, in the manner and method provided in the Company's offering disclosures; (iii) Subscriber's execution of the Omnibus Class CF Instrument; (iv) Subscriber's execution of a separate custody account agreement by the Subscriber directly with the Trustee and Custodian in

the form attached hereto as Exhibit B; and (v) the Company counter-signing this Agreement and the Omnibus Class CF Instrument.

(b) *Nature of Interest in Omnibus Class CF Instrument; Limitation on Participation in Company Affairs*. The Company has entered into, or expects to enter into, separate subscription agreements substantially similar in all material respects to this Agreement with other subscribers, and such subscribers shall also hold pro rata beneficial interests (based on their respective subscription amounts) in the Omnibus Class CF Instrument. Nothing in this Agreement shall be construed to provide the Subscriber, or any other subscribers, as a holder of a Beneficial Interest, (i) with any voting, information or inspection, or dividend rights not explicitly provided by the Omnibus Class CF Instrument (or the Subscriber's Beneficial Interest therein), and such rights shall be limited exclusively to those provided for in the Omnibus Class CF Instrument, or (ii) any right to be deemed the legal record owner of the Class CF Units for any purpose, nor will anything in this Agreement be construed to confer on the Subscriber any of the rights of a Class CF Member of the Company or any right to vote for the election of managers or directors or upon any matter submitted to Members of the Company at any meeting thereof, or to give or withhold consent to any corporate action or to receive notice of meetings, or to receive subscription rights or otherwise, unless provided explicitly herein or in the Omnibus Class CF Instrument.

3. **Subscriber Representations.** By executing this Agreement and the Omnibus Class CF Instrument, the Subscriber hereby represents and warrants to the Company and to the Trustee and Custodian as follows:

(a) The Subscriber has full legal capacity, power and authority to execute and deliver this Agreement and the Omnibus Class CF Instrument to perform its obligations hereunder and thereunder. Each of this Agreement and the Omnibus Class CF Instrument constitutes a legal, valid and binding obligation of the Subscriber, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

(b) The Subscriber has been advised that the Omnibus Class CF Instrument (and the Subscriber's Beneficial Interest therein) and the underlying securities have not been registered under the Securities Act or any state securities laws and are offered and sold hereby pursuant to Section 4(a)(6) of the Securities Act ("**Regulation CF**"). The Subscriber understands that neither the Omnibus Class CF Instrument (nor the Subscriber's Beneficial Interest therein) nor the underlying securities may be resold or otherwise transferred unless they are registered or exempt from registration under the Securities Act and applicable state securities laws or pursuant to Rule 501 of Regulation CF, in which case certain state transfer restrictions may apply. Subscriber further understands and agrees that its Beneficial Interest and the securities to be acquired by the Subscriber thereunder shall be subject to further the terms and conditions set forth in the Omnibus Class CF Instrument, including without limitation the transfer restrictions set forth in Section 5 of the Omnibus Class CF Instrument.

(c) The Subscriber is purchasing its Beneficial Interest and the economic interest in the securities represented thereby for its own account for investment, not as a nominee or agent, and not with a view to, or for resale in connection with, the distribution thereof, and the Subscriber has no present intention of selling, granting any participation in, or otherwise distributing the same. The Subscriber understands that the Omnibus Class CF Instrument (and the Subscriber's Beneficial Interest therein) and the underlying securities have not been, and will not be, registered under the Securities Act or any state securities laws, by reason of specific exemptions under the provisions thereof which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of the Subscriber's representations as expressed herein.

(d) The Subscriber agrees to become a beneficial owner of a Class CF Interest and acknowledges that Trustee and Custodian shall be the legal record owner of the Class CF Interest. The Subscriber grants the Trustee and Custodian the authority to take all actions necessary on Subscriber's behalf with respect to the Class CF Interest, including without limitation executing a Joinder to the Company Agreement as legal record owner of the Class CF Interest.

(e) The Subscriber has, and at all times under this Agreement will maintain, a custody account in good standing with the Trustee and Custodian pursuant to a valid and binding custody account agreement.

(f) The Subscriber acknowledges, and is making the Subscription and purchasing its Beneficial Interest in compliance with, the investment limitations set forth in Rule 100(a)(2) of Regulation CF.

(g) The Subscriber acknowledges that (i) the Subscriber has received all the information the Subscriber has requested from the Company and (ii) such information is necessary or appropriate for deciding whether to make the Subscription and acquire its Beneficial Interest and the underlying securities.

(h) The Subscriber has had an opportunity to (i) ask questions and receive answers from the Company regarding the terms and conditions of the Omnibus Class CF Instrument (and the Subscriber's Beneficial Interest) and the underlying securities, and (ii) to obtain any additional information necessary to verify the accuracy of the information given to the Subscriber. In deciding to make the Subscription and purchase its Beneficial Interest, the Subscriber is not relying on the advice or recommendations of the Company, the Portal or any other third-party, and the Subscriber has made its own independent decision that an investment in the Omnibus Class CF Instrument and the underlying securities is suitable and appropriate for the Subscriber. The Subscriber understands that no federal, state or other agency has passed upon the merits or risks of an investment in the Omnibus Class CF Instrument and the underlying securities or made any finding or determination concerning the fairness or advisability of such investment.

(i) The Subscriber understands and acknowledges that as the holder of a Beneficial Interest, the Subscriber shall have no voting, information or inspection rights with respect to the Company, aside from any disclosure requirements the Company is required to make under relevant securities regulations, or as provided in the Omnibus Class CF Instrument.

(j) The Subscriber understands and acknowledges that the Company has entered into, or expects to enter into, separate subscription agreements substantially similar in all material respects to this Agreement with other subscribers, and that such subscribers shall also hold pro rata Beneficial Interests (based on their respective subscription amounts) in the Omnibus Class CF Instrument.

(k) The Subscriber understands that no public market now exists for any of the securities issued by the Company, and that the Company has made no assurances that a public market will ever exist for the Omnibus Class CF Instrument, the underlying securities or any other class of the Company's securities.

(l) Subscriber is not (i) a citizen or resident of a geographic area in which the purchase or holding of the Omnibus Class CF Instrument and the underlying securities is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's

Specially Designated Nationals List, the U.S. Department of State's Debarred Parties List or other applicable sanctions lists. Subscriber hereby represents and agrees that if Subscriber's country of residence or other circumstances change such that the above representations are no longer accurate, Subscriber will immediately notify Company. Subscriber further represents and warrants that it will not knowingly sell or otherwise transfer any interest in the Omnibus Class CF Instrument or the underlying securities to a party subject to U.S. or other applicable sanctions.

(m) The Subscriber further acknowledges that it has read, understood, and had ample opportunity to ask Company questions about its business plans, "Risk Factors," and all other information presented in the Company's Form C and the offering documentation filed with the SEC.

(n) The Subscriber understands the substantial likelihood that the Subscriber will suffer a TOTAL LOSS of all capital invested, and that Subscriber is prepared to bear the risk of such total loss.

(o) The Subscriber understands and agrees that its Beneficial Interest does not entitle the Subscriber, as a holder of such interest, to vote, execute consents, or to otherwise represent the interests thereunder. The Subscriber acknowledges and agrees that the Trustee and Custodian shall vote, execute consents, and otherwise make elections pursuant to the terms of the Omnibus Class CF Instrument.

(p) The Subscriber understands and agrees that, except as otherwise agreed by the Company in its sole discretion, the Subscriber will not be entitled to exchange its Beneficial Interest for a Class CF Instrument in registered form or other form of security instrument not otherwise contemplated by this Agreement.

(q) If the Subscriber is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), the Subscriber hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation, subscription and payment for, and continued ownership of, its Beneficial Interest and the underlying securities will not violate any applicable securities or other laws of the Subscriber's jurisdiction, including (i) the legal requirements within its jurisdiction for the Subscription and the purchase of its Beneficial Interest; (ii) any foreign exchange restrictions applicable to such Subscription and purchase; (iii) any governmental or other consents that may need to be obtained; and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, conversion, redemption, sale, or transfer of its Beneficial Interest and the underlying securities. The Subscriber acknowledges that the Company has taken no action in foreign jurisdictions with respect to the Omnibus Class CF Instrument (and the Subscriber's Beneficial Interest therein) and the underlying securities.

(r) If the Subscriber is an entity: (i) such entity is duly formed, validly existing and in good standing under the laws of the state of its formation, and has the power and authority to enter into this Agreement; (ii) the execution, delivery and performance by the Subscriber of the Agreement is within the power of the Subscriber and has been duly authorized by all necessary actions on the part of the Subscriber; (iii) to the knowledge of the Subscriber, it is not in violation of its current organizational documents, any material statute, rule or regulation applicable to the Subscriber; and (iv) the performance the Agreement does not and will not violate any material judgment, statute, rule or regulation applicable to the Subscriber; result in the acceleration of any material indenture or contract to which the Subscriber is a party or by which it is bound, or otherwise result in the creation or imposition of any lien upon the Subscription Amount.

4. <u>Dispute Resolution; Arbitration</u>.

(a) THE SUBSCRIBER AND THE COMPANY (I) WAIVE THE SUBSCRIBER'S AND THE COMPANY'S RESPECTIVE RIGHTS TO HAVE ANY AND ALL DISPUTES, CONTROVERSIES OR CLAIMS ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT RESOLVED IN A COURT, AND (II) WAIVE THE SUBSCRIBER'S AND THE COMPANY'S RESPECTIVE RIGHTS TO A JURY TRIAL. Instead, any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including the breach or validity thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association (the "**AAA**") under its Commercial Rules. The award rendered by the arbitrator shall be final, non-appealable and binding on the parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or, in default thereof, appointed by the AAA in accordance with its Commercial Rules. The place of arbitration shall be Westchester County, New York. Except as may be required by law or to protect a legal right, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of the other parties.

(b) No Class Arbitrations, Class Actions or Representative Actions. Any dispute, controversy or claim arising out of, relating to or in connection with this Agreement is personal to the Subscriber and the Company and will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which the Subscriber attempts to resolve a dispute, controversy or claim as a representative of another subscriber or group of subscribers. Further, a dispute, controversy or claim cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other subscriber or group of subscribers.

5. Miscellaneous.

(a) Any provision of this Agreement may be amended, waived or modified only upon the written consent of the Company and the Subscriber.

(b) Any notice required or permitted by this Agreement will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page or otherwise provided, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(c) Neither this Agreement nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; *provided, however*, that this Agreement and/or the rights contained herein may be assigned without the Company's consent by the Subscriber to (i) to a member of the family of the Subscriber or the equivalent, to a trust controlled by the Subscriber, to a trust created for the benefit of a member of the family of the Subscriber or the equivalent, or in connection with the death or divorce of the Subscriber or other similar circumstance, (ii) any other entity who directly or indirectly, controls, is controlled by or is under common control with the Subscriber, including, without limitation, any general partner, managing member, officer or director of the Subscriber, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Subscriber and that any such assignment shall require such transferee to assume the rights and obligations of the Subscriber's custody account agreement with the Trustee and Custodian in accordance with the assignment provision thereof, or otherwise execute a custody account agreement with the designated Trustee and

Custodian ; and *provided, further*, that the Company may assign this Agreement in whole, without the consent of the Subscriber, in connection with a reincorporation to change the Company's domicile.

(d) In the event any one or more of the terms or provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the terms or provisions of this Agreement operate or would prospectively operate to invalidate this Agreement, then such term(s) or provision(s) only will be deemed null and void and will not affect any other term or provision of this Agreement and the remaining terms and provisions of this Agreement will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(e) This Agreement does not create any form of partnership, joint venture or any other similar relationship between the Subscriber and the Company.

(f) All rights and obligations hereunder will be governed by the laws of the State of New York, without regard to the conflicts of law provisions of such jurisdiction.

(g) This Agreement and the Omnibus Class CF Instrument constitute the entire agreement between the Subscriber and the Company relating to the Omnibus Class CF Instrument (and the Subscriber's Beneficial Interest therein) and the underlying securities; provided further, that Subscriber agrees to be bound by the terms of the Omnibus Class CF Instrument applicable to Holders.

(*Signature page follows*)

IN WITNESS WHEREOF, the undersigned have caused this Subscription Agreement to be duly executed and delivered

SUBSCRIBER:

Print Name

Signature

Print Name of Additional Signatory

Additional Signature
(If joint tenants or tenants in common)

Address:
Email:

Accepted and Agreed:

COMPANY:	**TRUSTEE AND CUSTODIAN:**
GROVE BIOMEDICAL, LLC	**PRIME TRUST, LLC,**
By:	By:
Name: Joseph Rosenberg	Name:
Title: Managing Member	Title:
Date:	Date:
Address: 282 Katonah Avenue #537, Katonah, NY 10536	Address:
Email: joe@onecanopy.com	Email:

EXHIBIT A

FORM OF OMNIBUS CLASS CF INSTRUMENT

THIS INSTRUMENT HAS BEEN ISSUED PURSUANT TO SECTION 4(A)(6) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), AND NEITHER IT NOR ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED BY RULE 501 OF REGULATION CROWDFUNDING UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION THEREFROM.

GROVE BIOMEDICAL, LLC

OMNIBUS CLASS CF INSTRUMENT
Series 2021

THIS CERTIFIES THAT in exchange for the payment by the subscribers for beneficial interests herein (the "**Subscribers**") of an aggregate subscription amount of $[_____] (the "**Omnibus Class CF Instrument Amount**"), Grove Biomedical, LLC, a New York limited liability company (the "**Company**"), hereby issues to Prime Trust, LLC, as custodian and trustee ("**Prime Trust**"), _____ of the Company's Class CF Units (defined below), to be held by Prime Trust subject to the terms set forth below.

See Section 2 for certain additional defined terms.

1. Instrument

This Omnibus Class CF Instrument initially shall entitle each Subscriber to a beneficial ownership interest herein that represents a number of Class CF Units equal to the quotient of such Subscriber's Subscription Amount *divided by* $5.61 (the "**Beneficial Interest**"). The number of Class CF Units under this instrument shall be subject to adjustment by the Company in the event of any share subdivision, split, dividend, reclassification, combination, consolidation or similar transaction affecting the Membership Interests or the Company.

2. Definitions

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended.

"**Holder**" means the holder of a Beneficial Interest in this Omnibus Class CF Instrument, whether as a Subscriber or as a permitted transferee thereof.

"**IPO**" means: (A) the completion of an underwritten initial public offering of Membership Interests by the Company pursuant to: (I) a final prospectus for which a receipt is issued by a securities commission of the United States or of a province of Canada, or (II) a registration statement which has been filed with the United States Securities and Exchange Commission and is declared effective to enable the sale of Membership Interests by the Company to the public, which in each case results in such equity securities being listed and posted for trading or quoted on a recognized exchange; or (B) the completion of a reverse merger or take-over whereby an entity (I) whose securities are listed and posted for trading or quoted on a recognized exchange,

or (II) is a reporting issuer in the United States or the equivalent in any foreign jurisdiction, acquires all of the issued and outstanding Membership Interests of the Company .

"**Lock-up Period**" means the period commencing on the date of the final prospectus relating to the Company's IPO, and ending on the date specified by the Company and the managing underwriter(s). Such period shall not exceed one hundred eighty (180) days, or such other period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports, and (ii) analyst recommendations and opinions.

"**Membership Interests**" means the Membership Interests of the Company, including, without limitation, Class CF Interests to which the Class CF Units relate.

"**Portal**" means OpenDeal Portal LLC, a registered securities crowdfunding portal CRD#283874, or a qualified successor.

"**Regulation CF**" means Regulation Crowdfunding promulgated under the Securities Act of 1933.

3. Company Representations

(a) The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the state of its incorporation, and has the power and authority to own, lease and operate its properties and carry on its business as now conducted.

(b) The execution, delivery and performance by the Company of this Omnibus Class CF Instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to Prime Trust, has been duly authorized by all necessary actions on the part of the Company. This Omnibus Class CF Instrument constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. To the knowledge of the Company, it is not in violation of (i) its current charter or bylaws; (ii) any material statute, rule or regulation applicable to the Company; or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company.

(c) The performance and consummation of the transactions contemplated by this Omnibus Class CF Instrument do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(d) No consents or approvals are required in connection with the performance of this Class CF Instrument, other than: (i) the Company's corporate approvals; (ii) any qualifications or filings under applicable securities laws; and (iii) necessary corporate approvals for the authorization of the issuable Membership Interests pursuant to Section 1.

(e) The Company is (i) not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act, (ii) not an investment company as defined in Section 3 of the Investment Company Act of 1940 (the "**Investment Company Act**"), and is not excluded from the definition of investment company by Section 3(b) or Section 3(c) of the Investment Company Act, (iii) not disqualified from selling securities under

Rule 503(a) of Regulation CF, (iv) not barred from selling securities under Section 4(a)(6) of the Securities Act due to a failure to make timely annual report filings, (vi) not planning to engage in a merger or acquisition with an unidentified company or companies, and (vii) organized under, and subject to, the laws of a state or territory of the United States or the District of Columbia.

(f) The Company has engaged, or shortly after the issuance of this Omnibus Class CF Instrument, will engage a transfer agent registered with the U.S. Securities and Exchange Commission to act as the sole registrar and transfer agent for the Company with respect to the Omnibus Class CF Instrument and the Class CF Units.

4. Prime Trust Representations

(a) Prime Trust has full legal capacity, power and authority to execute and deliver this Omnibus Class CF Instrument and to perform its obligations hereunder. This Omnibus Class CF Instrument constitutes a legal, valid and binding obligation of Prime Trust, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity.

5. Transfer Restrictions

(a) During the Lock-up Period, neither Prime Trust nor any Holder shall, without the prior written consent of the managing underwriter: (A) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any Class CF Units or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Membership Interests (whether such Membership Interests or any such securities are then owned or are thereafter acquired); or (B) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities; whether any such transaction described in clause (A) or (B) above is to be settled by delivery Membership Interests or other securities, in cash, or otherwise.

(b) The foregoing provisions of Section 5(a) will: (x) apply only to the IPO and will not apply to the sale of any Membership Interests to an underwriter pursuant to an underwriting agreement; (y) not apply to the transfer of any Membership Interests to any trust for the direct or indirect benefit of the applicable party or the immediate family of such party, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that any such transfer will not involve a disposition for value; and (z) be applicable to Prime Trust and the Holders only if all officers and directors of the Company are subject to the same restrictions and the Company uses commercially reasonable efforts to obtain a similar agreement from all Members of the Company individually owning more than 5% of the outstanding Membership Interests or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Membership Interests. Notwithstanding anything herein to the contrary, the underwriters in connection with the IPO are intended third-party beneficiaries of Section 5(a) and will have the right, power and authority to enforce the provisions hereof as though they were a party hereto. Prime Trust and each Holder shall execute such agreements as may be reasonably requested by the underwriters in connection with the IPO that are consistent with Section 5(a) or that are necessary to give further effect thereto.

(c) In order to enforce the foregoing covenant, the Company may impose stop transfer instructions with respect to the registrable securities of the Company held by Prime Trust and the Holders (and the Company securities of every other person subject to the foregoing restriction) until the end of the Lock-up Period. A legend reading substantially as follows will be placed on all certificates representing all of the registrable securities of the Company held by Prime Trust and the Holders (and the securities of the Company held by every other person subject to the restriction contained in Section 5(a)):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LOCK-UP PERIOD BEGINNING ON THE EFFECTIVE DATE OF THE COMPANY'S REGISTRATION STATEMENT FILED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE ORIGINAL HOLDER OF THESE SECURITIES, A COPY OF WHICH MAY BE OBTAINED AT THE COMPANY'S PRINCIPAL OFFICE. SUCH LOCK-UP PERIOD IS BINDING ON TRANSFEREES OF THESE SECURITIES.

(d) No portion of this Omnibus Class CF Instrument (or any Beneficial Interest) or the underlying securities may be disposed of unless and until the transferee has agreed in writing for the benefit of the Company to make representations and warranties substantially similar to those made by the Subscribers and:

(i) There is then in effect a registration statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such registration statement; or

(ii) The applicable transferor shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition and, if reasonably requested by the Company, an opinion of counsel reasonably satisfactory to the Company that such disposition will not require registration of such securities under the Securities Act.

(e) No disposition of this instrument (or any Beneficial Interest) or any underlying securities may be made to any of the Company's competitors, as determined by the Company in good faith.

(f) The Company will place the legend set forth below or a similar legend on any book entry or other forms of notation evidencing this Omnibus Class CF Instrument (or any Beneficial Interest) and any certificates evidencing the underlying securities, together with any other legends that may be required by state or federal securities laws, the Company's charter or bylaws or otherwise:

THIS INSTRUMENT HAS BEEN ISSUED PURSUANT TO SECTION 4(A)(6) OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND NEITHER IT NOR ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED BY RULE 501 OF REGULATION CROWDFUNDING UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR EXEMPTION THEREFROM.

6. Dividends, Distributions, Voting Rights

(a) Whenever Prime Trust shall receive any cash dividend or other cash distribution on the Class CF Units, Prime Trust shall distribute to the Holders such amounts of such sum as are, as nearly as practicable, in proportion to each Holder's Beneficial Interest; provided, however, that in case the Company or Prime Trust shall be required to and shall withhold from any cash dividend or other cash distribution in respect of the Class CF Membership Interests represented by the Beneficial Interest held by any Holder an amount on account of taxes, the amount made available for distribution or distributed in respect of Class CF Membership Interests subject to such withholding shall be reduced accordingly. Prime Trust shall distribute or make available for distribution, as the case may be, only such amount, however, as can be distributed without attributing to any Holder of Beneficial Interests a fraction of one cent, and any balance not so

distributable shall be held by Prime Trust (without liability for interest thereon) and shall be added to and be treated as part of the next sum received by Prime Trust for distribution to Holders of Beneficial Interests then outstanding.

(b) Whenever Prime Trust shall receive any distribution other than cash on the Class CF Units, Prime Trust shall distribute to the Holders of Beneficial Interests such amounts of the securities or property received by it as are, as nearly as practicable, in proportion to the respective Beneficial Interests held by such Holder, in any manner that Prime Trust and the Company may deem equitable and practicable for accomplishing such distribution. If, in the opinion of Prime Trust after consultation with the Company, such distribution cannot be made proportionately among all Holders, or if for any other reason (including any requirement that the Company or Prime Trust withhold an amount on account of taxes), Prime Trust deems, after consultation with the Company, such distribution not to be feasible, Prime Trust may, with the approval of the Company, adopt such method as it deems equitable and practicable for the purpose of effecting such distribution, including the sale (at public or private sale) of the securities or property thus received or any part thereof, at such place or places and upon such terms as it may deem proper. The net proceeds of any such sale shall be distributed or made available for distribution, as the case may be, by Prime Trust to the Holders of Beneficial Interests as provided by Section 6(a) in the case of a distribution received in cash. The Company shall not make any distribution of such securities or property to the Holders of Beneficial Interests unless the Company shall have provided to Prime Trust an opinion of counsel stating that such securities or property have been registered under the Securities Act or do not need to be registered.

(c) Upon any change in par or stated value, split-up, combination or any other reclassification of the Class CF Units, or upon any recapitalization, reorganization, merger, amalgamation or consolidation affecting the Company or to which it is a party or sale of all or substantially all of the Company's assets, Prime Trust shall, upon the instructions of the Company: (i) make such adjustments in the Class CF Units as may be required by, or as is consistent with, the provisions of the articles of incorporation of the Company to fully reflect the effects of such split-up, combination or other reclassification of the Class CF Units, or of such recapitalization, reorganization, merger, consolidation or sale and (ii) treat any shares or other securities or property (including cash) that shall be received by Prime Trust in exchange for or upon conversion of or in respect of the Class CF Units as new securities held under this Agreement, and Beneficial Interests then outstanding shall thenceforth represent the proportionate interests of Holders thereof or the new securities so received in exchange for or upon conversion of or in respect of such Class CF Units. The Company shall cause effective provision to be made in the charter of the resulting or surviving corporation (if other than the Company) for protection of such rights as may be applicable upon exchange of the Class CF Units for securities or property or cash of the surviving corporation in connection with the transactions set forth above. The Company shall cause any such surviving corporation (if other than the Company) expressly to assume the obligations of the Company hereunder.

(d) Upon receipt of notice of any meeting, or other form of consent in lieu of meeting, at which the holders of the Class CF Units are entitled to vote, Prime Trust shall, as soon as reasonably practicable thereafter, mail or provide electronically to the Holders of Beneficial Interests a notice, which shall be provided by the Company and which shall contain such information as is contained in such notice of meeting or other form of consent in lieu of a meeting. Holder acknowledges that notwithstanding its receipt of such materials, all voting rights with respect to the Class CF Units shall be exercised by Prime Trust, and that Prime Trust intends to exercise such voting rights by voting the securities held by it in accordance with the vote of the majority of the Class A Membership Interests held by persons other than Prime Trust that are voted on any matter, and Prime Trust will not exercise any discretion in voting any of the Class CF Membership Interests represented by the Beneficial Interests.

7. Miscellaneous

(a) Except as otherwise agreed by the Company in its sole discretion, Holders will not be entitled to exchange their Beneficial Interests in this Omnibus Class CF Instrument for Class CF Units in certificated form.

(b) Prime Trust agrees to take any and all actions determined in good faith by the Company's managers or board of directors (if applicable) to be advisable to reorganize this Omnibus Class CF Instrument and any Class CF Units issued pursuant to the terms of this Omnibus Class CF Instrument into a special purpose vehicle or other entity designed to aggregate the interests of the Holders.

(c) Any provision of this Omnibus Class CF Instrument may be amended, waived or modified only upon the written consent of the Company and the majority of the Holders (calculated based on the Beneficial Interests of the Holders).

(d) Any notice required or permitted by this Omnibus Class CF Instrument will be deemed sufficient when delivered personally or by overnight courier or sent by email to the relevant address listed on the signature page, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address listed on the signature page, as subsequently modified by written notice.

(e) Prime Trust through this Omnibus Class CF instrument shall be considered legal record holder of the Class CF Common Units.

(f) Neither this Omnibus Class CF Instrument nor the rights contained herein may be assigned, by operation of law or otherwise, by either party without the prior written consent of the other; *provided, however*, that this Omnibus Class CF Instrument and/or the rights contained herein may be assigned without the Company's consent by Prime Trust to any other entity who directly or indirectly, controls, is controlled by or is under common control with Prime Trust, including, without limitation, any general partner, managing member, officer or director of Prime Trust; and *provided, further*, that the Company may assign this Omnibus Class CF Instrument in whole, without the consent of Prime Trust, in connection with a reincorporation to change the Company's domicile.

(g) In the event any one or more of the terms or provisions of this Omnibus Class CF Instrument is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the terms or provisions of this Omnibus Class CF Instrument operate or would prospectively operate to invalidate this Omnibus Class CF Instrument, then such term(s) or provision(s) only will be deemed null and void and will not affect any other term or provision of this Omnibus Class CF Instrument and the remaining terms and provisions of this Omnibus Class CF Instrument will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

(h) All securities issued under this Omnibus Class CF Instrument may be issued in whole or fractional parts.

(i) All rights and obligations hereunder will be governed by the laws of the State of New York, without regard to the conflicts of law provisions of such jurisdiction.

(j) Any dispute, controversy or claim arising out of, relating to or in connection with this Omnibus Class CF Instrument, including the breach or validity thereof, shall be determined by final and binding arbitration administered by the American Arbitration Association (the "**AAA**") under its Commercial Arbitration Rules and Mediation Procedures ("**Commercial Rules**"). The award rendered by the arbitrator

shall be final, non-appealable and binding on the parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or, in default thereof, appointed by the AAA in accordance with its Commercial Rules. The place of arbitration shall be in Westchester County, New York. Except as may be required by law or to protect a legal right, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of the other parties.

(k) Each Holder has, and at all times under this Omnibus Class CF Instrument will maintain, a custody account in good standing with Prime Trust pursuant to a valid and binding custody account agreement. To the extent any of the provisions of such custody account agreement shall conflict with the terms of this Omnibus Class CF Instrument, the terms of this Omnibus Class CF Instrument will control.

(*Signature page follows*)

IN WITNESS WHEREOF, the undersigned have caused this Class CF Instrument to be duly executed and delivered.

GROVE BIOMEDICAL, LLC

By: _____
Name: Joseph Rosenberg
Title: Managing Member
Address: 282 Katonah Avenue PMB 58352, Katonah, NY 10536
Email: joe@onecanopy.com

PRIME TRUST, LLC,
As Trustee and Custodian

By: _____
Name:
Title:
Address:
Email:

SUBSCRIBER/HOLDER:

_____
Print Name

By: _____
Signature

_____
Print Name of Additional Signatory

By: _____
Additional Signature
(If joint tenants or tenants in common)

Address:
Email:

Exhibit B

Prime Trust New Account Agreement

_____ ("Account Holder", "Customer", "you", "your") hereby requests and directs that Prime Trust, LLC ("Prime Trust", "Custodian", "we", "our", "us"), a Nevada chartered trust company, establish a Prime Asset Custody Account ("Account") for and in the name of Account Holder, and to hold as custodian all assets deposited to, or collected with respect to such Account, upon the following terms and conditions:

1. APPOINTMENT OF CUSTODIAN: Account Holder hereby appoints Prime Trust to be custodian of and to hold or process as directed all securities, currency, cryptocurrency, and other assets of Account Holder (hereinafter referred to as "Custodial Property") that are delivered to Custodian by Account Holder or Account Holder's Agent(s) (as defined below) to the Account in accordance with the terms of this Agreement.

2. SELF-DIRECTED INVESTMENTS:

a. This Account is a self-directed Account that is managed by Account Holder and/or Account Holder's Agents. Prime Trust will act solely as custodian of the Custodial Property and will not exercise any investment or tax planning discretion regarding your Account, as this is solely your responsibility and/or the responsibility of advisors, brokers and others you designate and appoint as your agent for your Account ("Agents"), if any. Prime Trust undertakes to perform only such duties as are expressly set forth herein, all of which are ministerial in nature.

b. As a self-directed Account, you acknowledge and agree that:

   i. The value of your Account will be solely dependent upon the performance of any asset(s) chosen by you and/or your Agents.

   ii. Prime Trust shall have no duty or responsibility to review or perform due diligence on any investments or other Custodial Property and will make absolutely no recommendation of investments, nor to supervise any such investments. You will perform your own due diligence on all investments and take sole responsibility for all decisions made for your Account.

   iii. Prime Trust does not provide any valuation or appraisals of Custodial Property, nor does it hire or seek valuations or appraisals on any Custodial Property, provided, however, it may, at its option and with no obligation or liability, to the extent available for any particular asset, include recent price quotes or value estimates from various third-party sources, including but not limited to SEC-registered exchanges and alternative trading systems, digital asset exchanges, and real estate websites on your statement for any such Custodial Property. Prime Trust will not be expected or obligated to attempt to verify the validity, accuracy or reliability of any such third-party valuation, valuation estimates or prices and you agree that Prime Trust shall in no way be held liable for any such valuation estimates or price quotations. Prime Trust shall simply act in a passive, pass-through capacity in providing such information (if any) on your Account statements and that such valuation estimates or price quotations are neither verified, substantiated nor to be relied upon in any way, for any purpose, including, without limitation, tax reporting purposes. You agree to engage a professional, independent advisor for any valuation opinion(s) you want on any Custodial Property.

c. Account Holder will not direct or permit its Agents to direct the purchase, sale or transfer of any Custodial Property which is not permissible under the laws of Account Holder's place of residence or illegal under US federal, state or local law. Account Holder hereby warrants that neither you nor your Agents will enter into a transaction or series of transactions, or cause a transaction to be entered into, which is prohibited under Section 4975 of the Internal Revenue Code. Pursuant to the directions of the Account Holder or Agent(s), Prime Trust shall process the investment and reinvestment of Custodial

Property as directed by Account Holder or its Agents only so long as, in the sole judgment of Prime Trust, such requested investments will not impose an unreasonable administrative burden on Prime Trust (which such determination by Prime Trust shall not to be construed in any respect as a judgment concerning the prudence or advisability of such investment). Custodian may rely upon any notice, instruction, request or other instrument believed by it to have been delivered from the Account Holder or its Agents, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein.

d. Buy and sell orders may, at Custodians discretion, be accepted verbally, including via telephone, or electronically, including email and internet-enabled devices and systems, provided, however, that Custodian may, but is not required to, require Account Holder or its Agents to promptly provide email, text or other confirmation to verify such instructions and any such instructions will not be deemed as received until verified in accordance with the Custodians then-in-effect policies and procedures. Account Holder acknowledges that any request to waive or change any policies or procedures for asset disbursements is done so at Account Holders risk. Prime Trust may decline to accept verbal asset transfer or trade instructions in its sole discretion and require written instructions, or instructions triggered from Account Holder or its Agents using tools while logged onto your account (either directly at www.primetrust.com or on any website or application that integrates into Prime Trust systems via API's ("Application Programming Interfaces"), which may or may not bear the Prime Trust brand. Account Holder bears complete and absolute responsibility for all buy, sell, transfer, and disbursement instructions for this Account and will immediately notify Prime Trust of any unauthorized transactions.
e. Account Holder acknowledges and agrees that the custody of digital assets is generally subject to a high degree of risk, including without limitation, the risk of loss due to the blockchain or smart contract defects as well as forks and other events outside of the Custodian's control. Such Custodial Property is not insured by the Federal Deposit Insurance Corporation or by any Prime Trust insurance policies and so you are advised to directly obtain, at your sole cost and expense, any separate insurance policies you desire for such Custodial Property. Account Holder agrees that transfer requests, as well as sale and purchase orders, for digital assets may be delayed due to security protocols, time-zone differences, communication technology delays or fails, and/or enhanced internal compliance reviews. Accordingly, Prime Trust shall not be liable for any losses or damages, including without limitation direct, indirect, consequential, special, exemplary or otherwise, resulting from delays in processing such transactions.
f. All instructions for the purchase and sale of securities and/or digital assets shall be executed through one or more broker-dealers or exchanges selected by either you or your Agents, or by Prime Trust, as an accommodation (and not in any capacity as a broker-dealer) and Prime Trust is hereby authorized to debit your account for any fees associated with such transaction(s) and remit those to the executing party.

3. SCHEDULE OF FEES:

The Custodian shall receive reasonable compensation in accordance with its usual Schedule of Fees then in effect at the time of service. The fees and charges initially connected with this Account may include:

- Account Fees: As detailed on Prime Trust's current fee schedule, which may change from time to time and is published on www.primetrust.com. Changes to the fee schedule shall not affect any charges for prior periods and will only be effective as of the date the changes were published.
- Statement Fee: $0.00 – there are no fees for electronically delivered and available statements
- Third-Party Fees – in the event that we are charged any fees by a third party in performing services on your behalf (e.g. transfer agent fees, legal fees, accounting fees, tax preparation fees, notary fees, exchange fees, brokerage fees, bank fees, blockchain settlement fees, etc.) then you agree to reimburse us for such reasonable charges at cost plus 25% (excluding broker-dealer commissions), and that no prior approval is required from you in incurring such expense.

You agree to pay all fees and expenses associated with your Account. Prime Trust is hereby authorized, at its option, in its sole discretion, to electronically debit the Account for payment of fees and expenses, including charging any linked credit or debit card, pulling funds from any linked bank account, or liquidating any of the Custodial Property without prior notice or liability. Unpaid fees are subject to interest at a rate of 1.50% per month on the outstanding balance and may be applied as a first lien on any Custodial Property. Prime Trust reserves the right to make changes to its fees for custodial services in its sole and absolute discretion.

4. ASSETS AND CUSTODY:

a. Custodial Property which Prime Trust will generally agree to accept and hold on Account Holder's behalf includes: United States Dollars ("USD"), foreign currencies at the sole discretion of Prime Trust, title to real estate, certain digital assets, private equity and debt securities issued pursuant to laws and regulations of the United States, as well as equity and debt securities which are listed on any US exchange or alternative trading system (e.g. OTC, NASDAQ, NYSE, AMEX, etc.). Securities which have been issued pursuant to regulations of countries other than the US or which are listed on non-US trading systems may be acceptable for custody on a case by case basis. Physical assets such as cash, art, coins, and rare books are generally not accepted for custody at Prime Trust. Acceptance and custody of digital assets such as cryptocurrency and other tokens are subject to the sole discretion of Prime Trust.
b. USD in the Custodial Account are hereby directed by Account Holder to be invested in Prime Trust's "Secure Cash Sweep", as available, other than as needed for immediate funds availability. Interest paid from the Secure Cash Sweep BT will be credited to your Account.
c. During the term of this Agreement, Custodian is responsible for safekeeping only Custodial Property which is delivered into its possession and control by the Account Holder or its Agents. Custodian may for convenience take and hold title to Custodial Property or any part thereof in its own name or in the name of its nominee (commonly known as "street name"), with Account Holder ownership of Custodial Property segregated on its books and records.
d. Custodian shall keep accurate records of segregation of customer accounts to show all receipts, disbursements, and other transactions involving the Account. All such records shall be held indefinitely by Custodian.
e. Custodian shall collect and hold all funds when Custodial Property may mature, be redeemed or sold. Custodian shall hold the proceeds of such transaction(s) until receipt of written or electronic (via our systems) disbursement instructions from Account Holder.
f. Custodian shall process any purchase, sale, exchange, investment, disbursement or reinvestment of Custodial Property under this Agreement that Account Holder or its Agents may at any time direct, provided that sufficient unencumbered, cleared assets are available for such transaction.
g. Funds received in any currency other than USD may, at your direction or as needed to fulfill investment directions or pay fees, be converted to USD at exchange rates set at Prime Trusts discretion.
h. Without limiting the generality of the foregoing, Prime Trust is authorized to collect into custody all property delivered to Custodian at the time of execution of this Agreement, as well as all property which is hereafter purchased for your Account or which may hereafter to be delivered to Custodian for your Account pursuant to this Agreement, together with the income, including but not limited to interest, dividends, proceeds of sale and all other monies due and collectable attributable to the investment of the Custodial Property.
i. Custodian is authorized, in its sole discretion, to comply with orders issued or entered by any court with respect to the Custodial Property held hereunder, without determination by Custodian of such court's jurisdiction in the matter. If any portion of the Custodial Property held hereunder is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order,

or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, Custodian is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action, and if Custodian complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

j. Custodian does not warrant or guarantee that any buy or sell order by Account Holder will be executed at the best posted price or timely executed. Account Holder acknowledges and agrees that (i) Custodian does not have access to every market or exchange which a particular product or financial instrument may be traded and Custodian makes no representation regarding the best price execution of any instructions, (ii) other orders may trade ahead of Account Holder's order and exhaust available volume at a posted price, (iii) exchanges, market makers or other types of sellers or purchasers may fail to honor posted or otherwise agreed-upon prices, (iv) exchanges may re-route customer orders out of automated execution systems for manual handling (in which case, execution may be substantially delayed), (iv) system delays by exchanges or third-parties executing instructions may prevent Account Holders order from being executed, may cause a delay in execution or not to be executed at the best posted price or at all, and, (v) Custodian may not promptly or in a timely manner execute Customers order(s) due to internal delays, and Custodian makes no representation that its custody services are in any way suitable for active trading or any activity requiring prompt or exact execution. The Account is not a brokerage account. Transactions may be subject to additional fees and charges by both Custodian and any third-party service providers or exchanges.

5. ACCOUNT ACCESS AND COMMUNICATIONS:

a. Custodian shall provide you and your Agent(s) with access to your Account via our website at www.primetrust.com, via the "Banq" mobile app, and/or via API's that third-parties can write into (e.g. exchanges, broker-dealers, funding portals, trading platforms, investment advisors, registered transfer agents, banks, consumer and industrial financial application providers, etc.).

b. Your Agent(s) shall be provided with access to the Account as chosen by you using the tools and settings provided to you for your Account, which may include Account information such as current and historic statements, transaction history, current asset positions, and account types and beneficiaries. It may, depending upon the settings and permissions you choose for your particular Agents, include the ability to instruct Prime Trust to take action with respect to the Custodial Property and Account, including without limitation to invest, sell, receive, deliver or transfer Custodial Property. Any actions undertaken by any of your Agents are deemed to be those of the Account Holder directly, and you agree to maintain the security of your login credentials and passwords, as well as Agent access lists and associated permissions, so only your authorized persons have access to your Account. Prime Trust shall also be entitled to rely and act upon any instructions, notices, confirmations or orders received from your Agent(s) as if such communication was received directly from the Account Holder without any required further review or approval. Account Holder is solely responsible for monitoring and supervising the actions of your Agents with respect to the Account and Custodial Property.

c. Statements of assets, along with a ledger of receipts and disbursements of Custodial Property shall be available online at www.primetrust.com, in your Account, as well as via the websites and/or applications of third-party API integrators that you select and use.

d. Custodian shall be under no obligation to forward any proxies, financial statements or other literature received by it in connection with or relating to Custodial Property held under this agreement. Custodian shall be under no obligation to take any action with regard to proxies, stock dividends, warrants, rights to subscribe, plans of reorganization or recapitalization, or plans for exchange of securities.

e. Account Holder agrees that Custodian may contact you for any reason. No such contact will be deemed unsolicited. Custodian may contact Account Holder at any address, telephone number (including cellular numbers) and email addresses as Account Holder may provide from time to time. Custodian may use any means of communication, including but not limited to, postal mail, email, telephone, or other technology to reach Account Holder.

f. **ELECTRONIC STATEMENTS ELECTION:**
Account Holder agrees that Prime Trust will make statements available in electronic form only. Account Holder further agrees that you can and will log onto its Account at www.primetrust.com or on the websites or applications of its selected third-party API integrators at your discretion to view current or historic statements, as well as transaction history, assets and cash balances. Account Holder understands and agrees that under no circumstances may you request to have statements printed and mailed to you. If Account Holder desires printed statements, then you agree to log onto your Account at www.primetrust.com (or on the websites or applications of your selected third-party API integrators) and print them yourself.

6. TERM AND TERMINATION, MODIFICATION:

a. This Agreement is effective as of the date set forth below and shall continue in force until terminated as provided herein.

b. This Agreement may be terminated by either party at any time upon 30 days written notice to the other party (with email being an agreed upon method of such notice), provided, however, Prime Trust may immediately terminate this Agreement without notice or liability in the event that (i) Prime Trust becomes aware or has reason to believe that Account Holder may be engaged in illegal activity, or (ii) termination is deemed appropriate by Prime Trust to comply with its legal or regulatory obligations.

c. This Agreement may be amended or modified only by the Custodian, or with the written agreement from the Custodian. Such amendments or modifications shall be effective on the 30th day after the Account Holder receives notice of such revision electronically via the email address shown on the records of Prime Trust.

d. If this Agreement is terminated by either party then Custodian shall deliver the Custodial Property to Account Holder as soon as practicable or, at Account Holder's request to a successor custodian. Account Holder acknowledges that Custodial Property held in Custodian's name or nominee may require a reasonable amount of time to be transferred. Upon delivery of Custodial Property, Custodian's responsibility under this Agreement ceases.

e. Notwithstanding anything to the contrary herein, this agreement shall terminate immediately upon the occurrence of any of the following events:

i. Upon death of the Account Holder, the Custodian shall continue to hold Custodial Property until such time the Custodian receives instructions from Account Holder's executor, trustee or administrator pursuant to the probate process, as applicable, and has received advice of its legal counsel to transfer such assets (which costs shall be borne by the Account Holder). In the event that no beneficiaries claim this Account then the assets may be preserved in the Account for so long as possible, until a beneficiary makes itself known or as may be subject to "unclaimed property" regulations as promulgated by state and federal regulators (at which time assets on Account may be transferred or liquidated and proceeds forwarded to such authorities as required by law or regulation).

ii. Filing of a petition in bankruptcy (by the Account Holders or by a creditor of the Account Holders). If this Agreement terminates due to the filing of a petition in bankruptcy, termination or dissolution of Account Holder, Custodian shall deliver the Custodial Property to the Court appointed representative for Account Holder. If no representative has been appointed by the Court, Custodian may deliver the Custodial Property to the person it deems to be an agent of the Account Holder and such delivery will release Custodian from any further responsibility for said Custodial Property.

iii. The legal incompetency of Account Holder, unless there is in existence a valid durable power of attorney or trust agreement authorizing another to succeed or act for Account Holder with respect to this agreement.

iv. Prime Trust becomes aware of or suspects that the Account Holder or any of its Agents are engaged in any criminal activity, material violation of the law or material breach of the terms of this Agreement.

7. TERMS OF USE, PRIVACY POLICY:

Except as set forth in this Agreement, Account Holder agrees to be bound by the Prime Trust's most current, then in effect Terms of Use and Privacy Policy, as available via links at the bottom of the www.primetrust.com website. You represent that you have reviewed such policies and in using our services hereby agree to be bound by them. In the event of any conflict between any terms or provisions of the website Terms of Use or Privacy Policy and the terms and provisions of this Agreement, the applicable terms and provisions of this Agreement shall control.

8. DISCLAIMER:

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PRIME TRUST MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW). PRIME TRUST EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. PRIME TRUST DOES NOT WARRANT AGAINST INTERFERENCE WITH THE USE OF THE SERVICES OR AGAINST INFRINGEMENT. PRIME TRUST DOES NOT WARRANT THAT THE SERVICES OR SOFTWARE ARE ERROR-FREE OR THAT OPERATION OR DATA WILL BE SECURE OR UNINTERRUPTED. PRIME TRUST EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF THE FLOW OF DATA AND DELAYS ON THE INTERNET, INCLUDING BUT NOT LIMITED TO FAILURE TO SEND OR RECEIVE ANY ELECTRONIC COMMUNICATIONS (e.g. EMAIL). ACCOUNT HOLDER DOES NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF PRIME TRUST TO ANY THIRD PARTY. ACCOUNT HOLDER'S ACCESS TO AND USE OF THE SERVICES ARE AT ACCOUNT HOLDER'S OWN RISK. ACCOUNT HOLDER UNDERSTANDS AND AGREES THAT THE SERVICES ARE PROVIDED TO IT ON AN "AS IS" AND "AS AVAILABLE" BASIS. PRIME TRUST EXPRESSLY DISCLAIMS LIABILITY TO ACCOUNT HOLDER FOR ANY DAMAGES RESULTING FROM ACCOUNT HOLDER'S RELIANCE ON OR USE OF THE SERVICES.

9. LIMITATION OF LIABILITY; INDEMNIFICATION:

1. Disclaimer of Liability and Consequential Damages.

CUSTODIAN SHALL NOT BE LIABLE FOR ANY ACTION TAKEN OR OMITTED BY IT IN GOOD FAITH UNLESS AS A RESULT OF ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN EACH CASE AS DETERMINED BY A COURT OF COMPETENT JURISDICTION, AND ITS SOLE RESPONSIBILITY SHALL BE FOR THE HOLDING AND DISBURSEMENT OF THE CUSTODIAL PROPERTY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, SHALL HAVE NO IMPLIED DUTIES OR OBLIGATIONS AND SHALL NOT BE CHARGED WITH KNOWLEDGE OR NOTICE OF ANY FACT OR CIRCUMSTANCE NOT SPECIFICALLY SET FORTH HEREIN, ACCOUNT HOLDER HEREBY ACKNOWLEDGES AND AGREES, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, PRIME TRUST WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO ACCOUNT HOLDER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO ANY INVESTMENT OR TRANSACTION OCCURRING UNDER THIS AGREEMENT,

INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS, EVEN IF PRIME TRUST HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE FORM OF ACTION. THIS INCLUDES ANY LOSSES OR PROBLEMS OF ANY TYPE RESULTING FROM INCIDENTS OUTSIDE OF OUR DIRECT CONTROL, INCLUDING BUT NOT LIMITED TO ERRORS, HACKS, THEFT OR ACTIONS OF ISSUERS, TRANSFER AGENTS, SMART CONTRACTS, BLOCKCHAINS AND INTERMEDIARIES OF ALL TYPES.

2. Cap on Liability.

ACCOUNT HOLDER HEREBY ACKNOWLEDGES AND AGREES UNDER NO CIRCUMSTANCES WILL PRIME TRUST'S TOTAL LIABILITY OF ANY AND ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF FEES PAID, IF ANY, BY ACCOUNT HOLDER TO PRIME TRUST UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

3. General Indemnification.

Account Holder hereby agrees to indemnify, protect, defend and hold harmless Prime Trust and its officers, directors, members, shareholders, employees, agents, partners, vendors, successors and assigns from and against any and all third party claims, demands, obligations, losses, liabilities, damages, regulatory investigations, recoveries and deficiencies (including interest, penalties and reasonable attorneys' fees, costs and expenses), which Prime Trust may suffer as a result of: (a) any breach of or material inaccuracy in the representations and warranties, or breach, non-fulfillment or default in the performance of any of the conditions, covenants and agreements, of Account Holder contained in this Agreement or in any certificate or document delivered by Account Holder or its agents pursuant to any of the provisions of this Agreement, or (b) any obligation which is expressly the responsibility of Account Holder under this Agreement, or (c) any other cost, claim or liability arising out of or relating to operation or use of the license granted hereunder, or, (d) any breach, action or regulatory investigation arising from Account Holder's failure to comply with any state blue sky laws or other securities laws any applicable laws, and/or arising out of any alleged misrepresentations, misstatements or omissions of material fact in the Account Holders' offering memoranda, general solicitation, advertisements and/or other offering documents. Account Holder is required to immediately defend Prime Trust including the immediate payment of all attorney fees, costs and expenses, upon commencement of any regulatory investigation arising or relating to Account Holder's offering and/or items in this Section 9.3(a) through (d) above. Any amount due under the aforesaid indemnity will be due and payable by Account Holder within thirty (30) days after demand thereof. The indemnity obligations of Account Holder hereunder shall survive any termination of this Agreement and the resignation or removal of Custodian hereunder.

4. Limitation on Prime Trust's Duty to Litigate.

Without limiting the foregoing, Prime Trust shall not be under any obligation to defend any legal action or engage in any legal proceedings with respect to the Account or with respect to any property held in the Account unless Prime Trust is indemnified to Prime Trust's satisfaction. Whenever Prime Trust deems it reasonably necessary, Prime Trust is authorized and empowered to consult with its counsel in reference to the Account and to retain counsel and appear in any action, suit or proceeding affecting the Account or any of the property of the Account. All fees and expenses so incurred shall be for the Account and shall be charged to the Account.

5. Third Party Claims.

i. Account Holder agrees to bear sole responsibility for the prosecution or defense, including the employment of legal counsel, of any and all legal actions or suits involving the Account, which may arise or become necessary for the protection of the investments in that Account, including any actions

lodged against the Custodian. Account Holder also agrees to bear sole responsibility for enforcing any judgments rendered in favor of the Account, including judgments rendered in the name of Prime Trust as Custodian of the Account.

ii. Account Holder agrees to be responsible for any and all collection actions, including contracting with a collection agency or institutional legal action, and bringing any other suits or actions which may become necessary to protect the rights of the Account. Account Holder understands that any legal filings made on behalf of this Investment are to be made on behalf of beneficial owners for whom Prime Trust acts as custodian. Account Holder agrees not to institute legal action on behalf of the Account without Custodian's written consent to litigate and that Account Holder shall prosecute any legal action. Account Holder agrees that any such legal action will be carried out in a manner that does not cause Custodian to incur any costs or legal exposure.

6. Custodian may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, or relating to any dispute involving any disbursements or services contemplated herein, and shall incur no liability and shall be fully indemnified by you from any liability whatsoever in acting in accordance with the advice of such counsel. Account Holder shall promptly pay, upon demand, the reasonable fees and expenses of any such counsel and fees may be deducted from Customer's account, including the liquidation of assets if needed in order to make cash available to settle such costs.

10. NOTICES:

All notices permitted or required by this Agreement will be via electronic mail ("email"), and will be deemed to have been delivered and received upon sending via any SMTP delivery service chosen by Prime Trust. Notices shall be delivered to the addresses on record which, if to Prime Trust shall be to support@primetrust.com and if to Account Holder shall be to the email address on file in your Account.

11. SEVERABILITY:

If any provision of this Agreement is for any reason found to be ineffective, unenforceable, or illegal by any court having jurisdiction, such condition will not affect the validity or enforceability of any of the remaining portions hereof.

12. NO LEGAL, TAX OR ACCOUNTING ADVICE:

Account Holder agrees without reservation that Prime Trust is NOT providing any legal, tax or accounting advice in any way, nor on any matter, regardless of the tone or content of any communication (oral, written or otherwise). Account Holder shall rely solely on its own legal, tax, accounting and other professional advisors for any such advice and on all matters.

13. NO INVESTMENT ADVICE OR RECOMMENDATIONS:

Account Holder agrees that Prime Trust is not providing any investment advice, nor do we make any recommendations regarding any securities or other assets to Account Holder. Account Holder agrees that it will not construe any communications from Prime Trust or any person associated with Prime Trust, whether written or oral, to be legal, investment, due diligence, valuation or accounting advice and agrees to only and exclusively rely on the advice of Account Holder' s attorneys, accountants and other professional advisors, including any Agents, investment advisers or registered broker-dealers acting on your behalf.

14. ELECTRONIC COMMUNICATIONS NOTICE AND CONSENT:

Each of Account Holder and Prime Trust hereby agree that all current and future notices, confirmations and other communications regarding this Agreement specifically, and future communications in general between the parties, may be made by email, sent to the email address of

record as set forth in the Notices section above or as otherwise from time to time changed or updated and disclosed to the other party, without necessity of confirmation of receipt, delivery or reading, and such form of electronic communication is sufficient for all matters regarding the relationship between the parties. If any such electronically-sent communication fails to be received for any reason, including but not limited to such communications being diverted to the recipients' spam filters by the recipients email service provider, or due to a recipients' change of address, or due to technology issues by the recipients' service provider, the parties agree that the burden of such failure to receive is on the recipient and not the sender, and that the sender is under no obligation to resend communications via any other means, including but not limited to postal service or overnight courier, and that such communications shall for all purposes, including legal and regulatory, be deemed to have been delivered and received. No physical, paper documents will be sent to Account Holder, and if Account Holder desire physical documents then it agrees to be satisfied by directly and personally printing, at Account Holder's own expense, either the electronically-sent communication(s) or the electronically available communications by logging onto Account Holder's Account at www.primetrust.com and then maintaining such physical records in any manner or form that Account Holder desire. Account Holder's Consent is Hereby Given: By signing this Agreement electronically, Account Holder explicitly agrees to this Agreement and to receive documents electronically, including a copy of this signed Agreement as well as ongoing disclosures, communications and notices.

15. ASSIGNMENT:

No party may transfer or assign its rights and obligations under this Agreement without the prior written consent of the other parties. Notwithstanding the foregoing, without the consent of the other parties, any party may transfer or assign its rights and obligations hereunder in whole or in part (a) pursuant to any merger, consolidation or otherwise by operation of law, and (b) to the successors and assigns of all or substantially all of the assets of such assigning party, provided such entity shall be bound by the terms hereof. This Agreement will be binding upon and will inure to the benefit of the proper successors and assigns.

16. BINDING ARBITRATION, APPLICABLE LAW AND VENUE, ATTORNEYS FEES:

This Agreement is governed by and will be interpreted and enforced in accordance with the laws of the State of Nevada without regard to principles of conflict of laws. Any claim or dispute arising under this Agreement may only be brought in arbitration, with venue in Clark County, Nevada, pursuant to the rules of the American Arbitration Association. Account Holder and Prime Trust each consent to this method of dispute resolution, as well as jurisdiction, and consent to this being a convenient forum for any such claim or dispute and waives any right it may have to object to either the method or jurisdiction for such claim or dispute. In the event of any dispute among the parties, the prevailing party shall be entitled to recover damages plus reasonable costs and attorney's fees and the decision of the arbitrator shall be final, binding and enforceable in any court.

17. COUNTERPARTS, FACSIMILE, EMAIL, SIGNATURES:

This Agreement may be executed in counterparts, each of which will be deemed an original and all of which, taken together, will constitute one and the same instrument, binding on each signatory thereto. This Agreement may be executed by signatures, electronically or otherwise, delivered by facsimile or email, and a copy hereof that is properly executed and delivered by a party will be binding upon that party to the same extent as an original executed version hereof.

18. FORCE MAJEURE:

No party will be liable for any default or delay in performance of any of its obligations under this Agreement if such default or delay is caused, directly or indirectly, by fire, flood, earthquake or other acts of God; labor disputes, strikes or lockouts; wars, rebellions or revolutions; riots or civil disorder;

accidents or unavoidable casualties; interruptions in transportation or communications facilities or delays in transit or communication; supply shortages or the failure of any person to perform any commitment to such party related to this Agreement; or any other cause, whether similar or dissimilar to those expressly enumerated in this Section, beyond such party's reasonable control.

19. INTERPRETATION:

Each party to this Agreement has been represented by or had adequate time to obtain the advice and input of independent legal counsel with respect to this Agreement and has contributed equally to the drafting of this Agreement. Therefore, this Agreement shall not be construed against either party as the drafting party. All pronouns and any variation thereof will be deemed to refer to the masculine and feminine, and to the singular or plural as the identity of the person or persons may require for proper interpretation of this Agreement. And it is the express will of all parties that this Agreement is written in English and uses the font styles and sizes contained herein.

20. CAPTIONS:

The section headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

21. ENTIRE AGREEMENT, AMENDMENTS:

This Agreement sets forth the entire understanding of the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement, and may not be modified or amended, except by a written instrument executed after the effective date of this Agreement by the party sought to be charged by the amendment or modification.

22. CAPACITY:

Account Holder hereby represents that the signer(s) of this Agreement are over the age of 18 and have all proper authority to enter into the Agreement. Furthermore, if Account Holder is an entity (e.g. corporation, trust, partnership, etc. and not an individual) then the entity is in good standing in its state, region or country of formation; which Account Holder agrees to produce evidence of such authority and good standing if requested by Custodian. Account Holder agrees to provide Prime Trust with any additional information required to open the Account, including beneficial owners and other customer information. Account Holder represents that the information provided is complete and accurate and shall immediately notify Prime Trust of any changes.

23. SERVICES NOT EXCLUSIVE:

Nothing in this Agreement shall limit or restrict the Custodian from providing services to other parties that are similar or identical to some or all of the services provided hereunder.

24. INVALIDITY:

Any provision of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In such case, the parties shall in good faith modify or substitute such provision consistent with the original intent of the parties.

25. SUBSTITUTE IRS FORM W-9

Under penalties of Perjury, Account Holder certifies that: (1) The tax identification number provided to Prime Trust by Account Holder, if Account Holder is a US person, is the correct taxpayer

identification number and (2) Account Holder is not subject to backup withholding because**:** (a) Account Holder is exempt from backup withholding, or, (b) Account Holder has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding. Account Holder agrees to immediately inform Prime Trust in writing if it has been, or at any time in the future is notified by the IRS that Account Holder is subject to backup withholding. Account Holders acknowledge that failing to provide accurate information may result in civil penalties.

Agreed as of _____ by and between:

ACCOUNT NAME:

SIGNATURE:
TITLE, if any:

PRIME TRUST, LLC

By:_____
Name: Scott Purcell
Title: Chief Trust Officer

SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR

GROVE BIOMEDICAL LLC

Effective as of December 15, 2020

TABLE OF CONTENTS

SECOND AMENDED AND RESTATED
LIMITED LIABILITY COMPANY OPERATING AGREEMENT
of
GROVE BIOMEDICAL LLC

This **SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY OPERATING AGREEMENT** (as amended, modified, supplemented or restated from time to time, this "Agreement") of Grove Biomedical LLC, a New York limited liability company (the "Company"), is made and entered into as of the 15th day of December, 2020, by and among GNV and each Person admitted as a Member in accordance with this Agreement and having executed a Joinder Agreement in the form attached hereto as Exhibit A (for Class B Members, as defined below) or Exhibit B (for Class CF Members, as defined below) (each, a "Member").

W I T N E S S E T H:

WHEREAS, the Company was formed by the filing of the Articles of Organization of the Company (the "Articles") in the office of the Secretary of State of the State of New York on April 24, 2020 pursuant to the provisions of the New York Limited Liability Company Law (as amended from time to time, the "Act") and the execution of that certain Limited Liability Company Operating Agreement of the Company dated as of April 28, 2020 (the "Original Agreement");

WHEREAS, Grove North Ventures, LLC ("GNV"), being the only Member of the Company, amended and restated the Original Agreement in its entirety and approved the Amended and Restated Limited Liability Company Agreement of the Company as of May 25, 2020 (the "First Amended and Restated Agreement"; and

WHEREAS, GNV desires to amend and restate the First Amended and Restated Agreement in its entirety with this Agreement, which shall supersede any and all other agreements providing for the governance of the Company.

AGREEMENT:

NOW, THEREFORE, the parties hereto agree to amend and restate the Prior Agreement in its entirety as follows:

ARTICLE I.
DEFINITIONS

The following terms shall have the following meanings:

"Additional Member" means any Person who acquires an Interest in the Company pursuant to the terms of this Agreement, other than the parties hereto.

"Adjusted Capital Account Deficit" means, with respect to a Member, the deficit balance, if any, in its Capital Account maintained for book (but not tax) purposes at the end of the relevant fiscal year, after giving effect to the following adjustments:

(i) credit to such Capital Account any amounts which the Member is obligated to restore or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

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

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

"Affiliate" means with respect to any Member (i) any party owning a beneficial interest in a Member, (ii) any spouse, parent, sibling and lineal descendant of a Member or a party described in (i) above, (iii) any trust for the benefit of a party described in (i) or (ii) above, (iv) any corporation, partnership or other entity directly or indirectly controlling, controlled by or under common control with such Member or a party described in (i) or (ii) above, or (v) any officer, director or trustee of any corporation, partnership or other entity directly or indirectly controlling, controlled by or under common control with such Member or a party described in (i) or (ii) above. For purposes hereof, the terms "control", "controlling" or "controlled by" mean the direct or indirect ownership of more than 50% of the voting or beneficial interest in such entity.

"Assumed Tax Rate" means the highest marginal combined federal, state and local income tax rates in effect at the relevant time to an individual who is a resident of New York City, New York, calculated on the assumption that state and local income taxes are fully deductible for federal income tax purposes.

"C-Corp Conversion" is defined in Section 5.11.

"Capital Account" means the accounts maintained for each Member as set forth in Section 4.6.

"Capital Contribution" means any contribution to the capital of the Company in cash or property by a Member, or Members, as the case may be pursuant to the provisions of Section 4.1 or 4.3 of this Agreement.

"Capital Transaction" means the sale, exchange, or other disposition of all or a substantial part of the Company's assets in one or a series of related transactions. For purposes of this definition, the phrase "other disposition" includes a taking of all or substantially all of a property by eminent domain or the damage or destruction of all or substantially all of such property or any transaction not in the ordinary course of business which results in the Company's receipt of cash or other consideration including condemnations, recoveries of damage awards and insurance proceeds. Capital Transactions shall also encompass any mergers, consolidations, or conversions of the Company, or transfers of Units (including in a Drag-Along Sale) pursuant to which the Company or the Members are to receive cash or property.

"Class A Member" means a Person admitted to the Company as a Class A Member and who is identified as such on Schedule A hereto and/or in the books and records of the Company.

"Class A Units" means Membership Units of the Company representing Units issued to a Class A Member.

"Class B Member" means a Person admitted to the Company as a Class B Member and who is identified as such on Schedule A hereto and/or in the books and records of the Company. Any Person being admitted as a Class B Member shall execute and deliver a joinder agreement, substantially in the form of Exhibit A attached hereto.

"Class B Units" means non-voting Membership Units of the Company representing "profits interests" as described in Section 4.7 issued to a Class B Member.

"Class CF Member" means a Person admitted to the Company as a Class CF Member through the Class CF Investor Portal and who is identified as such on Schedule A hereto and/or in the books and records of the Company. Any Person being admitted as a Class B Member shall execute and deliver a joinder agreement, substantially in the form of Exhibit B attached hereto.

"Class CF Investor Portal" means OpenDeal Portal LLC, a registered securities crowdfunding portal CRD#283874 (d/b/a Republic), or a qualified successor.

"Class CF Units" means non-voting Membership Units of the Company representing Units issued to a Class CF Member, which are being offered pursuant to Section 4(a)(6) of the Securities Act and Regulation CF.

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

"Company Minimum Gain" has the meaning set forth in Treasury Regulation Sections 1.704-2(b)(2) and 1.704-2(d).

"Company Property" means all real, personal and mixed properties, cash, assets, interests and rights of any type owned by the Company (directly or indirectly). All assets acquired with Company funds or in exchange for Company Property shall be Company Property.

"Control Person" means any Person with the power, directly or indirectly, to direct or cause the direction of the management and policies of a Member, whether through the ownership of voting interests, by contract or otherwise.

"Corporation" is defined in Section 5.11.

"Designee" is defined in 7.4(a).

"Drag-Along Member" is defined in Section 7.3(a).

"Dragging Members" is defined in Section 7.3(a).

"Drag-Along Sale" is defined in Section 7.3(a).

"Drag-Along Notice" is defined in Section 7.3(b).

"Fair Market Value of Company Property" means, as of any point in time, the net fair market value of all Company Property as determined by the a Majority-in-Interest of the Class A Members.

"Gain from a Capital Transaction" means the gain recognized by the Company attributable to a Capital Transaction, determined in accordance with the method of accounting used by the Company for federal income tax purposes. In the event there is a revaluation of Company Property and the Capital Accounts are adjusted pursuant to Section 4.6(c), Gain from a Capital Transaction shall be computed by reference to the "book items" and not the corresponding "tax items."

"Grant Agreement" means a Class B Unit grant agreement between the Company and an employee, consultant or service provider of the Company, in a form customary and reasonable to the Company, which grants Class B Units to such employee, consultant or service provider and sets forth certain terms concerning the acquisition, holding, forfeiture, and disposition of Class B Units.

"Initial Capital Contribution" means, with respect to a Member, the initial Capital Contribution of such Member set forth opposite the name of such Member on Schedule A annexed hereto as in effect on the date hereof or otherwise reflected in the books and records of the Company.

"Interest" means, with respect to a Member, the entire interest of such Member in the Company, including without limitation, its Capital Account, Percentage Interest, Membership Units and any and all other benefits to which such Member may be entitled under this Agreement and the Act. The Interests of the Members are sometimes herein expressed in terms of Membership Units.

"IRS" means the U.S. Internal Revenue Service.

"Loss from a Capital Transaction" means the loss recognized by the Company attributable to a Capital Transaction, determined in accordance with the method of accounting used by the Company for federal income tax purposes. In the event there is a revaluation of Company Property and the Capital Accounts are adjusted pursuant to Section 4.6(c), Loss from a Capital Transaction shall be computed by reference to the "book items" and not the corresponding "tax items".

"Majority-in-Interest of the Class A Members" means those Class A Members collectively holding a majority of the Class A Units.

"Manager" means GNV or its successor appointed pursuant to Section 5.1(a) of this Agreement.

"Member" means each of the parties that have executed this Agreement and each of the parties that may hereafter become Additional or Substitute Members pursuant to this Agreement.

"Member Nonrecourse Debt" has the meaning set forth in Treasury Regulation Section 1.704-2(b)(4) for "partner nonrecourse debt."

"Member Nonrecourse Debt Minimum Gain" has the meaning set forth in Treasury Regulation Section 1.704-2 for "partner nonrecourse debt minimum gain."

"Member Nonrecourse Deductions" has the meaning set forth in Treasury Regulation Sections 1.704-2(i)(1) and 1.704-2(i)(2).

"Members Account" means the Capital Account maintained for each Member.

"Membership Units" shall mean any unitized ownership rights in the Company, indicated by the right to receive cash or other distributions declared by the Manager, and having voting rights (if any) in the governance of the Company now existing or hereafter created in accordance with this Agreement. As of the date hereof, the Membership Units consist of Class A Units, Class B Units, and Class CF Units.

"Net Cash Flow" means the gross receipts and other miscellaneous revenue derived from Company operations (including Net Proceeds) less all cash operating expenses of the Company including, without limitation, (i) debt service on any Company loans, (ii) taxes and other fees incurred in connection with the operation of the Company, and (iii) increases, if any, in reserves established by the Manager from time to time for working capital and other purposes.

"Net Proceeds" means the net proceeds available to the Company from a Capital Transaction after deducting all costs and expenses incurred in connection therewith (including brokerage fees and commissions).

"Net Profit" and "Net Loss" means the net income (including income exempt from tax) and net loss (including expenditures that can neither be capitalized nor deducted), respectively, of the Company, determined in accordance with the method of accounting used by the Company for federal income tax purposes, excluding any Gain or Loss from a Capital Transaction.

"Nonrecourse Deductions" has the meaning set forth in Treasury Regulation Section 1.704-2(b)(1).

"Offer" is defined in 7.4(a).

"Offered Units" is defined in 7.4(a).

"Percentage Interest" means, with respect to a Member, the percentage interest set forth opposite the name of such Member on Schedule A attached hereto or otherwise in the books and records of the Company, as such may be amended from time to time to reflect the admission of new Members or to reflect adjustments made pursuant to this Agreement or other agreements to which the Company and a Member is a party. A Member's Percentage Interest, at any time, shall be equal to the quotient of the Membership Units held by such Member *divided* by the total number of issued and outstanding Membership Units.

"Permitted Transferee" means, in connection with a Transfer of any Interest, any member of a Member's immediate family, or a trust, corporation, limited liability company or partnership controlled by a Member or members of a Member's immediate family, or another Person controlling, controlled by or under common control with a Member.

"Person" shall mean any individual, estate, corporation, trust, joint venture, partnership or limited liability company of every kind and nature, and any other individual or entity in its own or any representative capacity.

"Regulation CF" means Regulation Crowdfunding promulgated under the Securities Act.

"Securities Act" means the Securities Act of 1933, as amended.

"Selling Member" is defined in 7.4(a).

"Substitute Member" shall mean a transferee pursuant to Article VII of all the rights and powers of the Member for whom the transferee is substituted and is subject to the restrictions and liabilities of such Member under this Agreement and the Act.

"Transfer" shall mean, with respect to all or any part of a Member's Interest, the pledge, sale, assignment, transfer or other disposition, whether voluntarily, involuntarily or by operation of law, and whether by inter vivos or testamentary transfer, of such Member's Interest.

"Unrecovered Capital Contribution" shall mean, with respect to each Member, the amount of any Capital Contribution by such Member to the Company reduced by the aggregate amount of distributions theretofore received by such Member pursuant to Section 6.3(a) and Section 6.3(b).

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

1.2 the Value of any asset contributed by a Member to the Company is the fair market value of such asset as determined at the time of contribution;

1.3 the Value of any Company asset distributed to a Member shall be adjusted to equal the fair market value of such asset on the date of distribution as determined in good faith by the Manager;

1.4 the Values of all of the assets of the Company shall be adjusted to equal their respective fair market values, as determined by the Manager, as of the following times:

(a) in connection with a contribution of money or other property (other than a de minimis amount) to the Company by a new or existing Member as consideration for an interest in the Company;

(b) in connection with the liquidation of the Company or a distribution of money or other property (other than a de minimis amount) by the Company to a Member as consideration for an interest in the Company; or

(c) in connection with the grant of an interest in the Company (other than a de minimis interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in a membership capacity, or by a new Member acting in a membership capacity or in anticipation of becoming a Member.

If the Value of a Company asset has been determined or adjusted pursuant to clause (a) or (c) above, such Value shall thereafter be adjusted by the depreciation, amortization or cost recovery deductions, if any, taken into account with respect to such asset for purposes of computing Net Profits and Net Losses and any Gain or Loss from a Capital Transaction.

ARTICLE II.
ORGANIZATION AND TERM

2.1 Formation.

(a) The Company was formed on April 24, 2020 under the name of "Grove Biomedical LLC" for the purpose and scope set forth herein. Pursuant to the provisions of the Act, the formation of the Company was effective upon the filing of the Articles.

(b) In order to maintain the Company as a limited liability company under the laws of the State of New York, the Company shall from time to time take appropriate action, including the preparation and filing of such amendments to the Articles and such other assumed name certificates, documents, instruments and publications as may be required by law, including, without limitation, action to reflect:

(i) a change in the Company name;

(ii) a correction of defectively or erroneously executed Articles; or

(iii) a correction of false or erroneous statements in the Articles or the desire of the Members to make a change in any statement therein in order that it shall accurately represent the agreement among the Members.

2.2 Term. The term of the Company commenced upon the filing of the Articles and shall continue in full force and effect until the happening of an event described in Section 8.1 hereof.

2.3 Registered Agent. The registered agent for the service of process and the registered office shall be that Person and location reflected in the Articles. In the event such registered agent ceases to act as such for any reason or the address for the registered agent changes, the Manager shall promptly designate a replacement for such registered agent or file a notice of change of address, as the case may be.

2.4 Principal Place of Business. The principal place of business of the Company shall be 59 E. Ridge Road, Waccabuc, NY 10597. At any time, the Company may change the location of its principal place of business and may establish additional offices.

2.5 Other Instruments. Each Member hereby agrees to execute and deliver to the Company within ten (10) days after receipt of a written request therefor, such other and further documents and instruments, statements of interest and holdings, designations, powers of attorney and other instruments and to take such other action as the Company reasonably deems necessary,

useful or appropriate to comply with any laws, rules or regulations as may be necessary to enable the Company to fulfill its responsibilities under this Agreement.

2.6 Scope of Members' Authority. Unless otherwise expressly provided in this Agreement, no Member shall have any authority to act for, or assume any obligations or responsibility on behalf of, the Company or any other Member. The management of the Company shall be reserved to the Manager pursuant to the delegation of duties as specifically provided herein. Nothing contained herein shall constitute the Members as partners with one another in any matter (other than for federal income tax purposes) or render any of them liable for the debts or obligations of any other Member.

2.7 Benefit or "B" Status. It is the intention of the Company to seek and maintain the status of a benefit, or "B", corporation. The Manager in its sole discretion shall be authorized to take any actions it deems necessary in furtherance of the foregoing.

ARTICLE III.
PURPOSE AND POWERS OF THE COMPANY

3.1 Purposes. The purpose of the Company's business is to (a) engage in any lawful act or activity for which limited liability companies may be formed under the Act, (b) create a material positive impact on society and the environment, taken as a whole, from the business and operations of the Company and (c) any and all activities necessary or incidental to the foregoing. In furtherance of its purposes, but subject to the provisions of this Agreement, the Company shall have the power and is authorized to engage in any and all acts and things in furtherance of, or incidental or appurtenant to, such purposes.

3.2 Powers of the Company. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power and authority to take in its name all actions necessary, useful or appropriate in the Manager's sole discretion to accomplish its purpose and take all actions necessary, useful or appropriate in connection therewith.

ARTICLE IV.
MEMBER'S CAPITAL CONTRIBUTIONS AND INTERESTS

4.1 Capital Contributions. Each Member has a Capital Account balance as of the date hereof and has made such Capital Contributions as set forth in the books and records of the Company. The Initial Capital Contribution of each Class CF Member also may be set forth in the records maintained by the Class CF Portal.

4.2 Interests; Membership Units. A Member's Interest in the Company shall be represented by the Membership Units held by such Member. Currently, the Membership Units of the Company consist of Class A Units, Class B Units and Class CF Units and has heretofore received the Percentage Interest described for that Member on Schedule A and/or in the books and records of the Company.

4.3 Additional Contributions. No Member shall be required to make any additional Capital Contributions to the capital of the Company. Without limiting the foregoing, no Member

shall be required to contribute to the capital of the Company to restore a deficit in the Member's Capital Account existing at any time.

4.4 Withdrawals and Interest. No Member shall have the right to withdraw from the Company or receive any return or interest on any portion of its Capital Contribution except as otherwise provided herein.

4.5 Return of Capital. No Member shall be entitled to the return of all or any part of its Capital Contribution except in accordance with the provisions of this Agreement.

4.6 Capital Accounts. The Company shall determine and maintain Capital Accounts for each Member throughout the full term of the Company in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv), as such regulation may be amended from time to time. To the extent not inconsistent with such rules, the following shall apply:

(a) The Capital Account of each Member shall be credited with (1) an amount equal to such Member's cash contributions and (2) such Member's share of the Company's Net Profits (or items thereof) and Gain from a Capital Transaction. The Capital Account of each Member shall be debited by (1) the amount of cash distributions to such Member and the agreed fair market value of property distributed to such Member (net of liabilities assumed by such Member and liabilities to which such distributed property is subject) and (2) such Member's share of the Company's Net Losses (or items thereof) and Loss from a Capital Transaction.

(b) Upon the Transfer of an Interest in the Company after the date of this Agreement in accordance with the terms of this Agreement, the Capital Account of the transferor Member (or the applicable portion thereof) shall become the Capital Account of the transferee.

(c) Capital Accounts shall be adjusted in accordance with Section 1.704-1(b)(2)(iv)(f) of the Treasury Regulations to reflect any adjustment to the Value of the assets of the Company described in clause (iii) of the definition of Value in Article I hereof.

4.7 Compensatory Issuance of Profits Interest Class B Units.

(a) Pursuant to, and upon the terms and conditions set forth in this Agreement and any applicable Grant Agreement, the Company is authorized to issue, from time to time, Class B Units, all of which are intended to qualify as "profits interests," as such term is used by Rev. Proc. 93-27, 1993-2 C.B. 343 and Rev. Proc. 2001-43, 2001-2 C.B. 191, as equity compensation for services provided to, or to be provided to, the Company by the Company's employees, managers, consultants, independent contractors, and/or advisors. To that end, the Company and each Member agree that it is the intention of the Members that allocations and distributions to each holder of a Class B Unit be limited to the extent necessary so that such Class B Units so qualify, and this Agreement shall be interpreted consistently therewith. In accordance with Rev. Proc. 2001-43, the Company shall treat a Member holding a profits interest as the owner of such profits interest from the date it is granted, and shall file its IRS Form 1065, and issue appropriate Schedule K-1s to such Member, allocating to such Member its distributive share of all items of income, gain, loss, deduction and credit associated with such profits interest. Each Member holding a profits interest agrees to take into account such distributive share in computing its U.S. federal income tax liability for the entire period during which it holds such profits interest. The Company shall

not claim a deduction (as wages, compensation or otherwise) for the fair market value of any profits interests issued to a Member. The provisions of this Section 4.7(a) shall apply regardless of whether or not a Member holding a profits interest files an election pursuant to Section 83(b) of the Code.

(b) Without limiting the generality of the foregoing and notwithstanding Sections 6.1 and 6.2, a Class B Unit shall not be allocated any Net Profit arising prior to the date of issuance of such Class B Unit (whether such Net Profit is actually recognized or results from a revaluation of assets prior to the issuance of such Class B Unit pursuant to Treasury Regulation Sections 1.704-1(b)(2)(iv)(f) or (q)) and shall not receive any distributions relating to such Net Profit. In addition, notwithstanding Sections 6.1 and 6.2, a Class B Unit shall be allocated Gain from a Capital Transaction only to the extent such Gain is attributable to the excess, if any, of the Fair Market Value of Company Property at the time such Gain is realized over the Fair Market Value of Company Property as of the date of issuance of that Class B Unit (the "Appreciation"). A holder of a Class B Unit shall share in the Company's Gain from a Capital Transaction to the extent of his, her or its proportionate share of the Appreciation, based on his, her or its Percentage Interest in accordance with Section 6.1. Any allocations and distributions of Net Profit and Gain from a Capital Transaction that would otherwise be made to a Member but for the preceding provisions of this Section 4.7(b) shall be made to the holders of any previously issued Membership Units in proportion to their Percentage Interests as provided in Article VI; provided, however, that all allocations to a Member whose interest is a "profits interest" shall be limited as provided in this Section 4.7(b) with regard to any Net Profit and Gain from a Capital Transaction attributable to a period prior to such other Member's receipt of its interest. The Manager may in its reasonable judgment adjust the allocations under Section 6.1 and the distributions under Section 6.3 to reflect the intent of and limitations set forth in this Section 4.7(b).

(c) In connection with the issuance of each Class B Unit pursuant to this Section 4.7, the Manager shall amend Schedule A hereto and/or the books and records of the Company to provide for such Class B Unit and the then applicable Fair Market Value of Company Property.

4.8 Rights and Restrictions Regarding Class B Units.

(a) Upon any Capital Transaction, any unvested Class B Units allocable to any Member who then remains in the continuous employ of the Company through consummation of such event shall vest in full upon such consummation.

(b) Upon termination of a Class B Member's employment (or service engagement) with the Company, the Company shall have the option to purchase (after giving effect to all forfeitures and cancellations thereof) all or a portion of the Class B Units (that have not been forfeited or canceled) of such Class B Member that have vested (and his or her Permitted Transferees) pursuant to the terms of Section 7.5 (to the extent consistent with any applicable Grant Agreement) and any unvested Class B Units allocable to any such Member shall be forfeited in their entirety and cancelled; provided, however, such option to purchase may be waived by the Manager in its sole discretion on behalf of the Company as to any individual Class B Member.

4.9 Liability. No Member shall be liable under a judgment, decree or order of a court, or in any other manner for a debt, obligation or liability of the Company. Additionally, no Member

shall be required to lend any funds to the Company or to pay any contributions, assessments or payments to the Company except the Initial Contributions.

ARTICLE V.
RIGHTS AND DUTIES OF THE MANAGER AND THE MEMBERS

5.1 Management.

(a) The business and affairs of the Company shall be managed by the Manager. All decisions concerning the business and affairs of the Company shall be made by the Manager. The Manager may not be removed by the Members unless and until the Manager resigns or sells, transfers or otherwise disposes of all of its Interest in accordance with the terms of this Agreement. The Manager is hereby authorized to make all management decisions of the Company on behalf of the Members, including, but not limited to, the actions described in Section 5.1(b). The Manager may adopt such rules and regulations for the conduct of the meetings of the Members and the management of the Company as are not inconsistent with this Agreement and the Act. Only the Manager, and no other Member, may act on behalf of, and have the authority to bind, the Company. The Manager may delegate some or all of such authority to one or more Persons (including a Member) as provided for herein. In the event that the Manager resigns or is removed as provided hereinabove, a Majority-in-Interest of the Class A Members shall appoint a new Manager. The Manager shall devote so much of its time to the business of the Company as it deems necessary. Unless otherwise expressly provided herein, the affirmative vote or consent of those Class A Members representing a Majority-in-Interest of the Class A Members shall be necessary and sufficient to approve any action under this Agreement requiring the consent or approval of the Class A Members.

(b) Without limiting the generality of Section 5.1(a), the Manager shall have the power and authority on behalf of the Company:

(i) to execute contracts and guaranties and incur liabilities and other obligations in the ordinary course of the Company's business;

(ii) to employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from the Company funds;

(iii) to institute, prosecute and defend against any judicial or administrative proceeding in the Company's name;

(iv) to open bank accounts in the name of the Company;

(v) to invest and reinvest the Company's funds, including the lending of money, and receive and hold property as security for repayment;

(vi) to pay and reimburse the Manager or any other Person for all expenses incurred in connection with the conduct of the Company's business, the establishment of Company offices, and the exercise of the powers of the Company;

(vii) to acquire additional property and assets on behalf of the Company;

(viii) to borrow money from banks, other lending institutions, the Members or otherwise;

(ix) to hypothecate, encumber, mortgage and grant security interests in any of the Company Property;

(x) to employ, compensate, or otherwise engage any Person, Member or an Affiliate of any Member;

(xi) to approve Transfers not otherwise permitted under Article VII hereof;

(xii) to create and issue additional Interests or Membership Units and to amend Schedule A to reflect the issuance thereof; provided, however, that any such issuances shall ratably dilute all Member Percentage Interests;

(xiii) to participate in partnerships, joint ventures, limited liability companies, corporations or other associations of any kind with any Person or Persons; and

(xiv) to do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

(c) Without limiting any of the foregoing provisions contained in Section 5.1(b), no action may be taken by or on behalf of the Company in connection with any of the following matters without the approval of a Majority-in-Interest of the Class A Members:

(i) confession of a judgment against the Company;

(ii) any act in contravention of this Agreement;

(iii) distribution of any amounts to the Members, except as set forth in Section 6.3 hereof;

(iv) dissolution of the Company;

(v) the sale, exchange, conversion or other disposition or Transfer of all or substantially all the assets of the Company;

(vi) consent to any merger, consolidation or other business combination involving the Company; and

(vii) approval of any loans by the Company to a Member.

(d) In discharging its duties as the Manager and in considering the best interests of the Company, the Manager shall consider the effects of any action or inaction on:

(i) the Members;

(ii) the employees and work force of the Company, its subsidiaries and its suppliers;

(iii) the interests of the Company's customers as beneficiaries of the purpose of the Company to have a material positive impact on society and the environment;

(iv) community and societal factors, including those of each community in which offices or facilities of the Company, its subsidiaries or its suppliers are located;

(v) the local and global environment;

(vi) the short-term and long-term interests of the Company, including benefits that may accrue to the Company from its long-term plans and the possibility that these interests may be best served by the continued independence of the Company; and

(vii) the ability of the Company to create a material positive impact on society and the environment, taken as a whole.

(e) In discharging its duties, and in determining what is in the best interests of the Company and the Members, the Manager shall not be required to regard any interest, or the interests of any particular group affected by an action or inaction, including the Members, as a dominant or controlling interest or factor. The Manager shall not be personally liable for monetary damages for:

(i) any action or inaction in the course of performing the duties of the Manager under this Section 5.1(e) if the Manager was not interested with respect to the action or inaction; or

(ii) failure of the Company to create a material positive impact on society and the environment, taken as a whole.

(f) The Manager does not have a duty to any person other than the Members in their capacity as a Member with respect to the purpose of the Company or the obligations set forth in this Section 5.1, and nothing in this Section 5.1, express or implied, is intended to create or shall create or grant any right in or for any person other than the Members or any cause of action by or for any person other than the Members or the Company.

(g) Notwithstanding anything set forth herein, the Manager is entitled to rely on the provisions regarding "best interests" set forth above in enforcing its rights hereunder and under state law, and such reliance shall not, absent another breach, be construed as a breach of the Manager's duty of care, even in the context of a Capital Transaction where, as a result of weighing the interests set forth in Section 5.1(d)(i)-(vii) above, the Manager determines to accept an offer, between two competing offers, with a lower purchase price.

(h) The Manager, in making a business judgment in good faith, fulfills the duty under this Section 5.1 if the Manager:

(i) is not interested in the subject of the business judgment;

(ii) is informed with respect to the subject of the business judgment to the extent the director reasonably believes to be appropriate under the circumstances; and

(iii) rationally believes that the business judgment is in the best interests of the Company.

5.2 No Management Powers of the Members. The Members in such capacity shall have no voice or participation in the management of the Company business, and no power to bind the Company or to act on behalf of the Company in any manner whatsoever, except as specifically provided in this Agreement or by applicable law.

5.3 Officers; Agents. The Manager may delegate its day-to-day operational authority to certain executive and non-executive officers (which persons may be given further delegation authority) pursuant to a resolution of the Manager (which resolution(s) shall be reduced to writing as soon as practicable after the adoption thereof). The Manager may also appoint successor officers or other officers of the Company, which may include one or more vice presidents, a secretary and one or more assistant secretaries. Compensation (including all benefits) of all officers and key employees, whether or not appointed pursuant to this Section 5.3, shall be determined by the Manager, and any modifications to such compensation shall be subject to approval by the Manager. Any number of offices may be held by the same person. The Manager may choose such other agents to act on behalf of the Company as the Manager shall deem necessary in its sole discretion. The officers of the Company shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Manager.

5.4 Fees and Reimbursement of Expenses. The Manager may designate and receive stated compensation for itself acting as the Manager of the Company, or designate and pay such compensation to any other Person to whom the duties of the Manager may be delegated pursuant to the authority of the Manager hereunder. All costs and expenses actually incurred in connection with the organization of the Company and the ongoing operation or management of the business of the Company shall be borne by the Company. The Company shall reimburse the Manager for all out-of-pocket costs and expenses incurred by the Manager in connection with the organization and business of the Company.

5.5 Meetings. Meetings of the Members shall not be held unless the Manager, in its sole discretion, decides to call a meeting of the Members for any purpose.

5.6 Bank Accounts. The Company shall establish and maintain accounts in financial institutions (including, without limitation, national or state banks, trust companies or savings and loan institutions) in such amounts as the Manager may deem necessary from time to time. The funds of the Company shall be deposited in such accounts and shall not be commingled with the

funds of any Member or any Affiliate thereof. Company checks may be signed by any individual authorized by the Manager to sign checks on behalf of the Company.

5.7 Indemnification of Manager, Officers, Employees and Agents.

(a) Each Person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (herein a "proceeding") by reason of the fact that he, she or it, is or was a Manager or an officer of the Company, or is or was serving at the request of the Company as a manager, director, officer, employee or agent of another limited liability company or of a corporation, partnership, joint venture, trust or other enterprise, including a service with respect to an employee benefit plan (hereinafter a "Covered Person"), whether the basis of such a proceeding is alleged action in an official capacity as a Manager, officer, employee or agent or in any other capacity while serving as a Manager, officer, employee or agent, shall be indemnified and held harmless by the Company to the fullest extent authorized by the Act (including indemnification for negligence, gross negligence and breach of fiduciary duty to the extent so authorized), as the Act exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than such law permitted the Company to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, excise taxes, or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith (collectively "Losses").

(b) The right to indemnification conferred in this Section 5.7 shall include the right to be paid by the Company the expenses (including attorneys' fees) incurred in defending any proceeding in advance of its final disposition. The rights of indemnification in paragraphs (a) and (b) of this Section 5.7 shall be contract rights and such rights shall continue as to a Covered Person who has ceased to be a Manager, officer, employee or agent and shall inure to the benefit of the Covered Person's heirs, executors and administrators.

(c) The rights to indemnification and to the advancement of expenses conferred in this Section 5.7 shall not be exclusive of any other right that any Person may have or hereafter acquire under any statute, agreement, vote of the Members or otherwise.

(d) The Company may maintain insurance, at its expense, to protect itself and any Covered Person against any Losses, whether or not the Company would have the power to indemnify such person against such Losses under the Act.

(e) The Company's obligation, if any, to indemnify or advance expenses to any Covered Person is intended to be secondary to any such obligation of, and shall be reduced by any amount such Covered Person may collect as indemnification or advancement from, any Person (other than the Company) or such Person's insurance providers, as applicable, that is legally or contractually obligated to make indemnification payments (or equivalent payments pursuant to an insurance policy or similar arrangement) to such Covered Person. Notwithstanding anything to the contrary in this Agreement, the Company may in the judgment of the Manager pay any obligations or liabilities arising out of this Section 5.7 as a secondary indemnitor at any time prior to any primary indemnitor making any payments any such primary indemnitor owes, it being understood

Member Nonrecourse Deductions are attributable in accordance with Treasury Regulation Section 1.704-2(i)(1).

(vii) Regulatory Allocations. The allocations set forth in Sections 6.1(b)(i)-6.1(b)(vi) hereof (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Section 6.1(b). Therefore, notwithstanding any other provision of this Agreement (other than the Regulatory Allocations), the Manager shall make such offsetting special allocations of Company income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Member's and/or transferee's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to Section 6.1(a) hereof.

(c) Allocation of Income and Loss for Income Tax Purposes.

(i) The income, deductions, gains, losses, and credits of the Company shall be allocated for federal, state, and local income tax purposes by the Manager among the Persons who were Members during the relevant taxable year. For the purpose of determining the income, loss, or any other items allocable to any period during the relevant taxable year of the Company, such items shall be determined by the Manager using any method permitted by Code Section 706 and the Treasury Regulations thereunder. The Manager shall make all allocations taking into account the Members' Capital Accounts on the first day of the taxable year, additional Capital Contributions made during the year, and distributive shares of Net Profits, Net Losses, any Gain or Loss from a Capital Transaction and special allocations for such year, any entry of new Members, any distributions by the Company and the difference between income for tax purposes and profitability for Company purposes, so as to have the tax allocations follow the allocations made for "book purposes" under this Article as closely as reasonably possible; provided, that no such allocation by the Manager shall discriminate unfairly against any Member.

(ii) Further, in accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and the fair market value of such property credited to the Capital Account of the contributing Member. In the event that the fair market value of Company Property varies from the Company's adjusted tax basis at the time of admission of a new Member, withdrawal of a Member, or any additional Capital Contributions, subsequent tax allocations of income, gain, loss and deduction with respect to such asset shall take

account of any variation between the adjusted basis of such asset for federal income tax purposes and such fair market value in the same manner as under Code Section 704(c) and the Treasury Regulations thereunder. The Manager may make such modifications to this Agreement as may be required to comply with Section 704(c) and the Treasury Regulations thereunder. Any elections or other decisions relating to such allocations shall be made by the Manager in any manner that reasonably reflects the purposes and intention of this Agreement. Allocations pursuant to this section are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Profits, Net Losses, Gain or Loss from a Capital Transaction, distributions, or other items pursuant to any provision of this Agreement.

6.2 Code Section 83 Safe Harbor Election.

(a) By executing this Agreement, each Member authorizes and directs the Company to elect to have the "Safe Harbor" described in the proposed Revenue Procedure set forth in IRS Notice 2005-43 (the "Notice") apply to any Class B Unit in the Company transferred to a service provider by the Company on or after the effective date of such Revenue Procedure in connection with services provided to the Company. For purposes of making such Safe Harbor election, the Manager shall designate itself as the Member "who has responsibility for federal income tax reporting" by the Company and, accordingly, execution of such Safe Harbor election by such Manager shall constitute execution of a "Safe Harbor Election" in accordance with the Notice. On or after the effective date of such Revenue Procedure, the Company and each Member hereby agrees to comply with all requirements of the Safe Harbor described in the Notice, including, without limitation, the requirement that each Member shall prepare and file all federal income tax returns reporting the income tax effects of each such Class B Unit issued by the Company in a manner consistent with the requirements of the Notice.

(b) The Company and any Member may pursue any and all rights and remedies it may have to enforce the obligations of the Company and the Members (as applicable) under this Section 6.2, including, without limitation, seeking specific performance and/or immediate injunctive or other equitable relief from any court of competent jurisdiction (without the necessity of showing actual money damages, or posting any bond or other security) in order to enforce or prevent any violation of the provisions of this Section 6.2. A Member's obligations to comply with the requirements of this Section 6.2 shall survive such Member's ceasing to be a Member of the Company or the termination, dissolution, liquidation, and winding up of the Company, and, for purposes of this Section 6.2, the Company shall be treated as continuing in existence.

(c) Each Member authorizes the Manager to amend this Section 6.2(c) to the extent necessary to achieve substantially the same tax treatment with respect to any interest in the Company transferred to a service provider by the Company in connection with services provided to the Company as set forth in Section 4 of the Notice (*e.g.*, to reflect changes from the rules set forth in the Notice in subsequent IRS guidance), provided that such amendment is not materially adverse to any Member (as compared with the after-tax consequences that would result if the provisions of the Notice applied to all interests in the Company transferred to a service provider by the Company in connection with services provided to the Company).

6.3 Distributions.

(a) Subject to Section 4.7, Net Cash Flow, excluding any Net Proceeds, of the Company shall be distributed to the Members in the following order of priority at such times and in such amounts as the Manager shall determine:

(i) to creditors of the Company, including Members who are creditors, to the extent permitted by law, in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof);

(ii) to the Class A Members, in proportion to their Unrecovered Capital Contributions, if any, until the Unrecovered Capital Contributions of the Class A Members have been reduced to zero; and

(iii) the balance, if any, to the Members in accordance with their respective Percentage Interests.

(b) Subject to Section 4.7, Net Proceeds of the Company shall be distributed to the Members in the following order of priority at such times and in such amounts as the Manager shall determine:

(i) to creditors of the Company, including Members who are creditors, to the extent permitted by law, in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof);

(ii) to the Class A Members, in proportion to its Unrecovered Capital Contributions, if any, until the Unrecovered Capital Contributions of the Class A Members have been reduced to zero; and

(iii) the balance, if any, to the Members in accordance with their respective Percentage Interests.

6.4 Tax Distributions. Notwithstanding the order of priority of distributions set forth in Section 6.3, the Manager shall, for each taxable year, cause the Company to distribute to each of the Members in an amount equal to the excess, if any, of (A) the product of (x) the cumulative amount of taxable income that has been allocated to such Member for U.S. federal income tax purposes for all prior taxable years, reduced by the cumulative amount of all taxable losses (if any) that have been allocated to such Member for U.S. federal income tax purposes for all prior taxable years and (y) the Assumed Tax Rate, over (B) all previous distributions to such Member pursuant to Section 6.3 and this Section 6.4; provided, however, that no such distribution shall be made to the extent that the Manager determines, in its sole discretion, that funds are not reasonably available for such distribution by virtue of applicable law, contractual obligation or current or future needs of the Company. Such distribution to each Member shall be made no later than the first day of the fourth month following the end of the taxable year of the Company with respect to

No Transfer of any Membership Units shall relieve the transferring Member of any liability to the Company or the other Member that arose prior to the Transfer.

(b) A Member may Transfer the Membership Units of such Member without the consent of the Manager (i) to a Permitted Transferee or (ii) to a transferee following full compliance with the provisions of Sections 7.3, 7.4 or 7.5 hereof.

(c) Each Transfer permitted by this Article VII shall not become effective unless and until the transferee executes and delivers to the Company a counterpart to this Agreement, agreeing to be treated in the same manner as the transferring Member. Upon such Transfer and such execution and delivery, the transferee shall be admitted as a Substitute Member.

7.3 Drag Along Rights

(a) A Majority-in-Interest of the Class A Members (the "Dragging Members") may require all other Members (the "Drag-Along Members" or "Drag-Along Member", as the case may be) to transfer their Membership Units in a transaction which constitutes a bona fide sale and assignment (a "Drag-Along Sale") of all of the Membership Units of the Company to any third party that is not a Permitted Transferee.

(b) To exercise such right, the Dragging Members shall send (or shall cause the Manager to send) a written notice (the "Drag-Along Notice") to each Drag-Along Member, setting forth the consideration to be paid by the third party purchaser and the other terms and conditions of such transaction. Each Drag-Along Member shall be required to consummate the Drag-Along Sale for the amount of consideration and under the terms and conditions set forth in the Drag-Along Notice, as adjusted for pre-existing differences in the rights and privileges among the classes of Membership Units. At the consummation of the purchase of such Membership Units by the third party purchaser, the Drag-Along Members shall deliver to the Manager duly executed instruments of transfer for their Membership Units. If one or more of the Drag-Along Members fails to deliver such instrument of transfer to the Manager, the Manager shall cause the books and records of the Company to show that such Membership Units are bound by the provisions of this Section 7.3 and that such Membership Units shall be transferred only to the third party purchaser. In the event one or more of the Drag-Along Members fails to deliver the duly executed instruments of transfer to the Manager as required herein, then the Manager may execute any documents as shall be required for the purpose of transferring any Membership Units on the books and records of the Company, including but not limited to, an instrument of transfer as required by this Section 7.3 and the Manager is hereby deemed appointed an attorney-in-fact of each such Drag-Along Member for the purpose of effectuating the requirements of this Section 7.3.

(c) Promptly, but in no event later than five (5) days after the consummation of the sale of the Membership Units of the Dragging Members and the Drag-Along Members pursuant to this Section 7.3, the Manager shall remit to the Drag-Along Members the applicable sales price for their Membership Units sold pursuant hereto (net of all costs and expenses incurred in connection with the sale).

7.4 Right of First Refusal.

(a) Except in connection with a proposed transfer under Section 7.3 or 7.5 hereof, in the event that any Member (a "Selling Member") receives a bona fide offer (an "Offer") from any Person, including another Member, to acquire all or any portion of the Selling Member's Membership Units (the "Offered Units"), which Offer the Selling Member is willing to accept, the Selling Member may not sell, transfer, exchange or assign the Offered Units without first giving the Class A Members a right of first refusal to acquire the Offered Units in accordance with the provisions of this Section 7.4. Each Class A Member may assign its right of first refusal for all or any portion of the Offered Units to any third party (the "Designee"). Upon receipt of an Offer, the Selling Member shall deliver a copy of the Offer (which Offer must set forth the consideration to be paid by the third party purchaser and the other terms and conditions of such transaction) to each Class A Member and/or its Designee.

(b) Within thirty (30) days following receipt of the Offer, each Class A Member shall have the right to purchase its pro rata share of the Offered Units and, in the case of the Designee, such portion of the Offered Units purchaseable by the assigning Class A Member, on the same terms and conditions as set forth in the Offer by delivering written acceptance to the Selling Member. Upon exercise of the right to purchase by a Designee who is not a Member, such Designee shall, at the time of purchase, execute and deliver to the Company a joinder agreement, substantially in the form of Exhibit A or Exhibit B, as applicable, attached hereto.

(c) In the event any Class A Member and/or its Designee does not exercise its right to acquire their pro rata share of the Offered Units, then those Class A Members that exercised their right shall have the second right to acquire their pro rata share of any remaining Offered Units. This process shall continue expeditiously so long as any Class A Member desires to purchase any remaining Offered Units until all Offered Units are acquired or until the Class A Members elect not to purchase any further Offered Units. In the event that any Offered Units remain (i.e. not acquired by a Class A Member) after the operation of the foregoing process, the Selling Member shall be free to sell the remaining Offered Units to the third party purchaser set forth in the Offer upon the terms and conditions set forth in the Offer within the time period set forth in the Offer. In the event the transaction is not completed within thirty (30) days and on the same terms and conditions as set forth in the Offer, each Class A Member shall again have a right of first refusal to acquire or assign such Membership Units in accordance with the provisions of this Section 7.4.

(d) Notwithstanding the foregoing, the obligations of a Selling Member in this Section 7.4 shall not apply to any Offer or sale by a Class A Member.

7.5 Repurchase Rights.

(a) Upon (i) the death of any Member or Control Person of a Member or (ii) the termination of employment or consultancy with the Company or with the Manager of any Class B Member (each such event, a "Repurchase Event"), the Company, in addition to any other rights it may have under the original grant agreement or instrument, shall have the right, but not the obligation, to purchase all or any portion of the Class B Units held by such Class B Member, his estate or any trustee, receiver, conservator or other Permitted Transferee of such Member's Class B Units, as applicable, in each case, as has not executed a joinder agreement, substantially in the

form attached as Exhibit A to this Agreement, and been duly admitted as a Member by the Manager (any of the foregoing Persons being referred to herein as an "Offering Member"); provided, however, that the foregoing purchase right may be waived by the Manager in its sole discretion on behalf of the Company as to any individual Class B Member. If the Company determines to exercise the foregoing purchase right, it shall provide written notice to the Offering Member of the Company's election to purchase such Interest, which notice may be delivered at any time within ninety (90) days following the applicable Repurchase Event. If the Company determines to purchase such Class B Units in accordance with this Section 7.5(a), then the Offering Member shall be obligated to sell such Interest in accordance with Section 7.5(b) below.

(b) Closing.

(i) Closing Date. The closing (the "Closing") of the purchase of any Class B Units purchased pursuant to Section 7.5(a) hereof shall take place not later than thirty (30) days after the Company's election to purchase such Class B Units and shall be held at the principal office of the Company unless otherwise mutually agreed.

(ii) Purchase Price. The purchase price (the "Purchase Price") for any Class B Units purchased pursuant to Section 7.5(a) shall be the fair market value of such Class B Units as of the date of the applicable Repurchase Event, as determined by the Manager in good faith. The determination by such firm shall be final and binding on all parties. The Company shall bear the costs of any such valuation. If the Company and the applicable Offering Member are unable to agree on an independent appraiser, upon the request of either the Company or the applicable Offering Member, the Company and such Offering Member may each select an appraiser having not less than ten (10) years of relevant experience and thereafter the two selected appraisers shall jointly select an independent appraiser meeting the criteria set forth in this Section 7.5(b)(ii) to make such determination.

(iii) Payment of Purchase Price. In full redemption of the Class B Units to be purchased pursuant to Section 7.5(a), the Company shall pay the Purchase Price, at the Company's election either (i) 100% at the Closing by certified or bank cashier's check in cash or (ii) as follows:(x) at least twenty percent (20%) of the Purchase Price by certified or bank cashier's check at the Closing and (y) the balance of the Purchase Price by the issuance of a promissory note to the applicable Offering Member in an amount equal to the remainder of the Purchase Price, which note shall have a term of three (3) years, bear interest at the rate per annum equal to 1% plus the "Prime Rate" as reported on the date of the Closing in The Wall Street Journal and be payable in equal quarterly installments. The Company's obligation to make the quarterly installments shall be evidenced by a promissory note prepared by the Company's counsel, which shall be in form and substance reasonably satisfactory to the parties.

(iv) No Rights as Member. The Offering Member shall have no rights or obligations as a Member of the Company from and after the Closing, other than with respect to payment for the purchased Units. Further, the Capital Account with

respect to the Units of the Offering Member shall not be allocated Net Profits or Net Losses following a Repurchase Event until such Units is transferred to a Member duly admitted by the Manager.

(v) Other Documents. Each Offering Member agrees to execute such documents as may be reasonably requested by the Company (or its counsel) in order to carry out the intent of the provisions of this Section 7.5.

ARTICLE VIII.
DISSOLUTION AND TERMINATION

8.1 Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

(a) the determination of the a Majority-in-Interest of the Class A Members;

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

(c) upon the sale of all or substantially all of the assets of the Company.

Notwithstanding anything contained herein to the contrary, the bankruptcy, death, dissolution, expulsion, incapacity or withdrawal of a Member shall not result in the dissolution of the Company.

8.2 Distribution of Assets Upon Dissolution. In settling accounts after dissolution, the liabilities of the Company shall be entitled to payment in the following order:

(a) first, to the payment of the expenses of liquidation;

(b) then, to the setting up of any reserves which the Manager deems necessary or desirable for any contingent or unforeseen liabilities or obligations of the Company; and

(c) thereafter, to the Members in accordance with Section 6.3(b).

8.3 Winding Up. Except as provided by law, upon dissolution, each Member shall look solely to the assets of the Company for the return of its Capital Contribution. If the Company Property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contribution of each Member, such Member shall have no recourse against any other Member. The winding up of the affairs of the Company and the distribution of its assets shall be conducted exclusively by the Manager, who is hereby authorized to take all actions necessary to accomplish such distribution including, without limitation, selling any Company assets the Manager deems necessary or appropriate to sell.

8.4 Articles of Dissolution. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, and the winding up of the affairs of the Company is complete, the Company shall file Articles of Dissolution with the Secretary of State of the State of New York.

ARTICLE IX.
FINANCIAL STATEMENTS, BOOK RECORDS, TAX RETURNS, ETC.

9.1 Books of Account.

(a) The Manager, at the expense of the Company, shall maintain, at the principal office of the Company, complete books of account, in which there shall be entered, fully and accurately, every transaction of the Company and shall include the following:

(i) A current list of the full name and last known business address of each Member and the Manager;

(ii) A copy of the Articles and this Agreement and all amendments thereto;

(iii) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three (3) most recent years; and

(iv) Copies of any financial statements of the Company for the three (3) most recent years.

(b) Any Member (other than a Class CF Member) shall have the right, from time to time (but not more than annually), at its own expense, to cause its accountants and representatives to inspect and copy the records referred to in paragraphs (i) through (iv) above, as well as such other information regarding the affairs of the Company as, in the reasonable determination of the Manager, is just and reasonable. The Company, upon not less than five (5) business days' written notice, shall make such records available for such inspection at reasonable hours during business days. Any Member exercising its right of inspection shall reimburse the Company for its reasonable costs and expenses, if any, incurred in connection therewith.

(c) The fiscal year of the Company shall be the calendar year. The books of account of the Company shall be kept on a tax accounting basis applied in a consistent manner. All determinations by the Manager with respect to the treatment of any item or its allocation for federal, state, or local tax purposes, or with respect to making or not making any elections for tax purposes, shall be binding upon all of the Members.

9.2 Financial Statements and Reports. The Manager shall at the expense of the Company cause to be prepared and furnished to the Members (other than a Class CF Member, within ninety (90) days after the end of each fiscal year, unaudited financial statements of the Company, including a balance sheet, statement of operations, and a statement of cash flow for the fiscal year then-ended.

9.3 Class CF Member Information Rights. Any Class CF Member shall have the right, from time to time (but not more than annually) and as otherwise required by the Act, at its own expense, to inspect and copy the records referred to in Section 9.1(a)(i) through 9.1(a)(iv) above, as well as such other information regarding the affairs of the Company as, in the reasonable determination of the Manager, is just and reasonable. The Company, upon not less than twenty (20) business days' written notice, shall make such records available for such inspection at reasonable hours during business days. Any Member exercising its right of inspection shall

reimburse the Company for its reasonable costs and expenses, if any, incurred in connection therewith.

9.4 Tax Returns. The Manager shall, at the expense of the Company, cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and any relevant state and local law. Copies of such returns, or pertinent information therefrom, including the applicable Schedule K-1, shall be furnished to each Member within a reasonable period of time after the end of the Company's taxable year at the expense of the Company. Upon the written request of a Class A Member or a Class B Member and at such Member's expense, the Company shall provide to such Member a complete copy of the Company's federal income tax return for the immediately preceding taxable year.

9.5 Election under Section 754 of the Code and Other Elections. In the event of any transaction described in Section 743(b) of the Code and permitted by the provisions of this Agreement, the Company may, in the sole discretion of the Manager, and upon the timely written request of the person succeeding to an Interest in such transaction, make the election provided for in Section 754 of the Code or a similar provision enacted in lieu thereof, to adjust the basis of the Company Property. The Member requesting said election shall pay all costs and expenses incurred by the Company in connection therewith. The Company may also make any other election that the Manager may deem appropriate and in the best interests of the Members.

9.5 Tax Matters Member; Partnership Representative.

(a) GNV, or any successor appointed pursuant to Section 5.1(a) of this Agreement, shall act as (a) the "tax matters partner" of the Company, as provided in Section 6231 of the Code (as in effect prior to the repeal of such section and other related sections pursuant to the Bipartisan Budget Act of 2015 (the "Existing Code")) and the Treasury Regulations thereunder (the "Tax Matters Member") and (b) the "partnership representative" of the Company (the "Membership Representative") for purposes of Section 6223 of the Code (as in effect following the effective date of its amendment by Section 1101 of the Bipartisan Budget Act of 2015 (the "Amended Code")"), in each case, to manage administrative tax proceedings conducted at the Company level by the IRS with respect to Company matters. Each Member hereby approves of such designation, agrees and acknowledges that GNV may engage such professional advisors as it may deem appropriate in carrying out its duties as Tax Matters Member and the Membership Representative, and agrees to execute such documents as may reasonably be necessary or appropriate to evidence such approval. GNV shall (i) keep the Members reasonably informed of all material administrative and judicial proceedings relating to the Company and (ii) consult with the Members in good faith prior to the settlement of any such proceeding. If requested by any Member, the Membership Representative shall make the election described in Amended Code Section 6226(a)(1); provided such election does not have a material disproportionate effect on any Member. Subject to the foregoing, GNV shall have the power and perform the obligations required of a tax matters partner and a partnership representative to the extent and in the manner provided by applicable Code sections and Treasury Regulations. Without limiting the foregoing, GNV shall have the right to defend against any proposed adjustment by all appropriate proceedings, and consistent with Existing Code Sections 6221 through 6233, each Member shall allow any proposed adjustment with respect to any "partnership item" (as defined in Existing Code Section 6231(a)(3)) to be handled by the Tax Matters Member; provided, however, that any settlement, adjustment or

compromise with respect to any Member, which does not affect all Members proportionately, shall require the written consent of all of the Members.

(b) The Company shall reimburse the Tax Matters Member and the Membership Representative for all reasonable out-of-pocket expenses incurred by the Tax Matters Member and the Membership Representative, as applicable, including reasonable fees of any professionals or attorneys, in carrying out its duties as Tax Matters Member and the Membership Representative, as applicable.

(c) The provisions of this Section 9.5 shall survive the termination of any Member's interest in the Company, the termination of this Agreement and the termination of the Company and shall remain binding on each Member for the period of time necessary to resolve with the IRS all federal income tax matters relating to the Company.

ARTICLE X.
MISCELLANEOUS

10.1 Notices. Any notice, demand, election or other communication (hereinafter called a "notice") that, under the terms of this Agreement or under any statute, must be or may be given by the parties hereto shall be in writing and shall be given by mailing the same by certified or registered mail, return receipt requested, postage-prepaid, addressed or by reputable overnight courier to such parties' address as set forth on Schedule A hereto and with respect to any notice above, with a copy to:

Pryor Cashman, LLP
7 Times Square
New York, New York 10036
Attention: Edward C. Normandin, Esq.
Email: enormandin@pryorcashman.com

All copies of notices to be sent to any party hereunder shall be sent in the same manner as required for notices. Either party may designate, by notice in writing to the other, a new or other address to which notices shall thereafter be given. Any notice given hereunder (other than a notice of a new address or additional address for notice purposes) shall be deemed given when received as hereinabove provided. Any notice of a new or additional address for notice purposes shall be deemed given on the date upon which the same is received by the addressee thereof.

10.2 Complete Agreement. This Agreement fully sets forth all of the agreements and understandings of the parties with respect to the Company and supersedes any prior agreements of the parties. There are no representations, agreements, arrangements or understandings, oral or written, among the parties relating to the subject matter of this Agreement which are not expressly set forth herein.

10.3 Amendments. Except as otherwise provided herein, amendments or modifications shall be made to this Agreement upon the written consent of, or a resolution adopted by, the Class A Members. Without limiting the foregoing, the Manager may, without the consent of any other

Members, amend any provision of this Agreement and execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith to reflect:

(a) a change in the location of the principal place of business of the Company, or a change in the registered office or the registered agent of the Company;

(b) the admission of a new Member or Substitute Member into the Company or termination of any Member's Interest in the Company in accordance with this Agreement;

(c) a change that is (i) of an inconsequential nature and does not adversely affect any Member in any material respect; (ii) necessary or desirable to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any federal or state agency or contained in any federal or state statute applicable to the Company and the compliance with which the Manager deems to be in the best interest of the Company and the Members; or (iii) necessary or desirable so that the method of tax allocations will comply with applicable provisions of the Code, the Treasury Regulations or rulings of the IRS; or

(d) a change in Schedule A or the books and records of the Company to reflect any change in the Percentage Interests, Membership Units or Capital Contributions that occurs in accordance with the terms of this Agreement.

10.4 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, the applicable laws, ordinances, rules and regulations of the jurisdictions in which the Company engages in business. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be held to be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected, but rather shall be enforced to the full extent permitted by law.

10.5 Ratification. Each person who becomes a Member in the Company after the execution and delivery of this Agreement shall, by becoming a Member, be deemed thereby to ratify and agree to all prior actions taken by the Company and the Manager.

10.6 Binding upon Successors. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. This Agreement shall become effective upon its execution and delivery by the Members.

10.7 Rights of Third Parties. None of the provisions of this Agreement shall be construed as having been made for the benefit of any creditor of either the Company or any of the Members, nor shall any of such provisions be enforceable (except as otherwise required by law) by any person not a party hereto.

10.8 Governing Law. Irrespective of the place of execution or performance, the validity and construction of this Agreement shall be governed by the laws of the State of New York. Any

disputes arising out of this Agreement shall be adjudicated in a federal or state court of competent jurisdiction sitting in the County of Westchester in the State of New York.

10.9 Captions. The captions, headings and titles contained in this Agreement are solely for convenience of reference and shall not affect the interpretation of this Agreement or of any provision hereof.

10.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one instrument.

10.11 Representations, Warranties and Covenants of the Members. Each Member represents and warrants as of the date hereof to each of the other Members and the Company as follows:

(a) Such Member has the legal capacity and all right, power and authority to enter into this Agreement and will at all times have the full power and authority to perform its obligations under this Agreement; and

(b) This Agreement has been duly authorized, executed and delivered by such Member, and this Agreement constitutes such Member's valid and binding obligation, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, moratorium or other laws affecting creditors' rights generally, or equitable principles, whether applied in a proceeding in equity or law.

10.12 Tense and Gender of Words. All terms and words used in this Agreement, regardless of the tense or gender in which they are used, shall be deemed to include each other tense and gender unless the context requires otherwise.

10.13 Separate Legal Counsel. Each Member acknowledges that he, she, or it has been advised to obtain separate legal counsel to review this Agreement and advise him, her or it regarding the consequences and legal effect of the same. Pryor Cashman LLP has prepared this Agreement as counsel for the Company and is not acting as counsel for any Member.

[Signature page follows]

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

COMPANY:

GROVE BIOMEDICAL LLC
By: Grove North Ventures, LLC, its Manager

By: __/s/ Joseph Rosenberg_____
Name: Joseph Rosenberg
Title: Managing Member

MEMBERS:

GROVE NORTH VENTURES, LLC

By: ___/s/ Joseph Rosenberg_____
Name: Joseph Rosenberg
Title: Managing Member

EXHIBIT A

JOINDER TO
SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY
OPERATING AGREEMENT OF
GROVE BIOMEDICAL LLC
FOR CLASS B UNITS

THIS JOINDER (this "Joinder"), dated as of _____ _____, 20__, to that certain Second Amended and Restated Limited Liability Company Operating Agreement of Grove Biomedical LLC, a New York limited liability company (the "Company"), dated as of December __, 2020 (as the same may be amended or supplemented from time to time, the "Operating Agreement"), is made by and between the Company and _____ ("New Member"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Operating Agreement.

WHEREAS, pursuant to a [Grant Agreement] dated as of _____ __, 20__ and subject to New Member's execution of this Joinder, New Member has acquired certain Class B Units of the Company (the "Membership Interest"); and

WHEREAS, as a condition to the issuance of the Membership Interest, New Member is required to become a party to the Operating Agreement, and New Member agrees to do so in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Agreement to be Bound. New Member hereby agrees that upon execution and delivery of this Joinder by New Member and the Company, New Member shall become a party to the Operating Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Operating Agreement as though an original party thereto and shall be admitted as a Class B Member for all purposes thereof on the date hereof.

2. Successors and Assigns. This Joinder shall bind and inure to the benefit of, and be enforceable by, the Company and New Member and their respective successors and assigns.

3. Counterparts. This Joinder may be executed in any number of counterparts (including by electronic copy), each of which shall be an original and all of which together shall constitute one and the same agreement.

4. Governing Law. The Operating Agreement, including this Joinder, shall be governed by and construed in accordance with the laws of the State of New York.

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

GROVE BIOMEDICAL LLC
By: Grove North Ventures, LLC, its Manager

By: _____
Name: Joseph Rosenberg
Title: Managing Member

NEW MEMBER:

For individuals only:

_____
(*sign name above*)

_____
(*print name above*)

For entities only:

_____
(*print entity name above*)

By: _____
(*sign name of officer above*)

Name: _____
Title: _____
(*print name and title of officer above*)

For entities and individuals:

Address: _____
_____
Email Address: _____

A copy of all notices to the above-named New Member shall be sent to:

Name: _____
Address: _____
_____
Email Address: _____

EXHIBIT B

JOINDER TO
SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY
OPERATING AGREEMENT OF
GROVE BIOMEDICAL LLC
FOR CLASS CF UNITS

THIS JOINDER (this "Joinder"), dated as of _____ _____, 20__, to that certain Second Amended and Restated Limited Liability Company Operating Agreement of Grove Biomedical LLC, a New York limited liability company (the "Company"), dated as of December __, 2020 (as the same may be amended or supplemented from time to time, the "Operating Agreement"), is made by and between the Company and _____ ("New Member"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Operating Agreement.

WHEREAS, pursuant to a Subscription Agreement dated as of _____ __, 20__ and subject to New Member's execution of this Joinder, New Member has acquired certain Class CF Units of the Company (the "Membership Interest"); and

WHEREAS, as a condition to the issuance of the Membership Interest, New Member is required to become a party to the Operating Agreement, and New Member agrees to do so in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Agreement to be Bound. New Member hereby agrees that upon execution and delivery of this Joinder by New Member and the Company, New Member shall become a party to the Operating Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Operating Agreement as though an original party thereto and shall be admitted as a Class CF Member for all purposes thereof on the date hereof.

2. Successors and Assigns. This Joinder shall bind and inure to the benefit of, and be enforceable by, the Company and New Member and their respective successors and assigns.

3. Counterparts. This Joinder may be executed in any number of counterparts (including by electronic copy), each of which shall be an original and all of which together shall constitute one and the same agreement.

4. Governing Law. The Operating Agreement, including this Joinder, shall be governed by and construed in accordance with the laws of the State of New York.

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

GROVE BIOMEDICAL LLC
By: Grove North Ventures, LLC, its Manager

By: _____
Name: Joseph Rosenberg
Title: Managing Member

NEW MEMBER:

For individuals only:

_____
(*sign name above*)

_____
(*print name above*)

For entities only:

_____
(*print entity name above*)

By: _____
(*sign name of officer above*)

Name: _____
Title: _____
(*print name and title of officer above*)

For entities and individuals:

Address: _____
_____
Email Address: _____

A copy of all notices to the above-named New Member shall be sent to:

Name: _____
Address: _____
_____
Email Address:
_____