Tallgrass Pictures LLC d/b/a IZOLA

SUBSCRIPTION AGREEMENT

THE SECURITIES ARE BEING OFFERED PURSUANT TO SECTION 4(A)(6) AND REGULATION CROWDFUNDING OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE OR ANY OTHER JURISDICTION. NO FEDERAL OR STATE SECURITIES ADMINISTRATOR HAS REVIEWED OR PASSED ON THE ACCURACY OR ADEQUACY OF THE OFFERING MATERIALS FOR THESE SECURITIES. THERE ARE SIGNIFICANT RESTRICTIONS ON THE TRANSFERABILITY OF THE SECURITIES DESCRIBED HEREIN AND NO RESALE MARKET MAY BE AVAILABLE AFTER RESTRICTIONS EXPIRE. THE PURCHASE OF THESE SECURITIES INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN BEAR THE RISK OF THE LOSS OF THEIR ENTIRE INVESTMENT.

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 INVESTOR LIVES OUTSIDE THE UNITED STATES, IT IS THE INVESTOR'S RESPONSIBILITY TO FULLY OBSERVE THE LAWS OF ANY RELEVANT TERRITORY OR JURISDICTION OUTSIDE THE UNITED STATES IN CONNECTION WITH ANY SUBSCRIPTION 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 SUBSCRIPTION OF THE SECURITIES BY ANY FOREIGN SUBSCRIBER.

The Manager of

Tallgrass Pictures LLC d/b/a IZOLA

3312 Front Street, San Diego, California 92103

Ladies and Gentlemen:

The undersigned (the "Investor") understands that Tallgrass Pictures LLC d/b/a IZOLA, a California limited liability company (the "Company"), is conducting an offering (the "Offering") under Section 4(a)(6) of the Securities Act of 1933, as amended (the "Securities Act"), and Regulation Crowdfunding promulgated thereunder. The Offering is made pursuant to the Company's Form C, as amended from time to time, filed with the Securities and Exchange Commission (the "SEC") (the "Form C"). The Company is offering up to $5,000,000 in aggregate purchase price of its membership units (the "Securities" or "Units") to accredited and non-accredited investors. There are 2,250,000 Units available for this Offering. The price per Unit (the "Purchase Price") is $2.10 for the first $250,000 of accepted subscriptions, $2.20 for accepted subscriptions above $250,000 through $500,000, and $2.30 thereafter through the Maximum Offering Amount. A subscription crossing a pricing-tier threshold will be allocated between the applicable prices. The target amount is $75,000 (the "Target Offering Amount"), and the maximum amount is $5,000,000 (the "Maximum Offering Amount"). Subscriptions above the Target Offering Amount will be accepted on a first-come, first-served basis up to the Maximum Offering Amount, unless the Company establishes and properly discloses another allocation method permitted by applicable law. The minimum subscription amount for a cash investor is $1,000, unless the Manager waives that minimum in writing for a particular subscription, subject to applicable law, the Form C, and the Portal's reasonable compliance requirements. The Company imposes no additional maximum individual subscription amount beyond applicable investor limits and the remaining amount available under the Maximum Offering Amount. The Manager may accept or reject any subscription, in whole or in part. The Company is offering the Securities through OpenDeal Portal LLC d/b/a Republic (the "Portal"), an SEC-registered funding portal and FINRA member. Investors should carefully review the Form C and all Offering Materials before investing.

Defined Terms. "Manager" means Jeffrey Lamont Brown while serving as the Company's Manager and any successor duly appointed under the Operating Agreement. "Offering Materials" means the then-current Form C and its exhibits and amendments, this Subscription Agreement and its exhibits, and other official Offering disclosures published through the Portal. "Offering Agreement" means the agreement dated September 1, 2026 between the Company and OpenDeal Portal LLC d/b/a Republic. "Offering Deadline" means the applicable deadline stated in the then-current Offering Materials, as lawfully extended or otherwise changed. Other capitalized terms not defined in this Subscription Agreement have the meanings given in the Operating Agreement.

Investor Relationship. The Investor acquires a minority economic interest subject to the governing documents and the express commitments in this Subscription Agreement. The investment confers no authority to manage or bind the Company, direct its business, require a distribution or liquidity event, or negotiate a separate approval of an action already validly authorized. The Manager controls the timing, structure, counterparties, pricing, financing, and implementation of Company transactions within the authority validly vested in the Manager. The Investor's cooperation, advance consents, transaction authority, and continuing obligations are material conditions of the Company's acceptance of the subscription. Section 13 governs the operation and priority of these terms; rights that cannot lawfully be waived remain available.

1. Subscription; Direct Ownership; Operating Agreement; Joinder; Spousal Consent.

Subject to the Form C and this Subscription Agreement, the Investor subscribes for the number of Units determined by allocating the Investor's accepted subscription amount among the applicable pricing tiers stated above. The subscription is irrevocable except to the extent cancellation is expressly permitted by Regulation Crowdfunding or the Offering Materials, and the Company may accept or reject the subscription, in whole or in part, in the Manager's sole discretion. Republic securities compensation is governed by Section 4.2(i). Only whole Units will be issued. For a subscription spanning pricing tiers, the Unit calculations at the applicable prices are combined and rounded down once to the nearest whole Unit; the Company retains any residual subscription amount without issuing an additional Unit.

Direct Ownership. At Closing (as defined herein), the Investor will be admitted as a Member of the Company and registered on the Company's books and records as an owner of the Units purchased pursuant to this Subscription Agreement. No custodian, nominee, special purpose vehicle, beneficial-interest arrangement, securities-entitlement structure, or transfer-agent structure will be interposed between the Investor and the Company in connection with the initial issuance of the Units.

Operating Agreement; Joinder; Proxy; Spousal Consent. "Operating Agreement" means the Operating Agreement of Tallgrass Pictures LLC dated June 9, 2022, as validly amended from time to time, a copy of which is attached hereto at Exhibit A and included in Form C as Exhibit H. Investor's execution of this Subscription Agreement constitutes the Investor's acknowledgement that they have received and reviewed a complete copy of the Operating Agreement, and with Investor's execution of the Joinder Agreement (the "Joinder Agreement") attached hereto as Exhibit B and Investor's execution of the Membership Proxy (the "Membership Proxy) attached hereto as Exhibit C, Investor agrees to become a party to and to be fully bound by, and subject to, all of the covenants, terms, and conditions of the Operating Agreement as if they were an original signatory thereto as a Member. Upon satisfaction of the conditions in this Subscription Agreement and the Operating Agreement applicable to admission of additional Member(s) including the execution of the Joinder Agreement and Membership Proxy, at the Closing, Investor shall be admitted to the Company as a Member holding the Units purchased pursuant to this Subscription Agreement. Section 13.15 of the Operating Agreement currently provides that "As a condition precedent to the admission into membership of each married Member, such Member's spouse, at the request of Manager, shall be required to execute a consent, in a form deemed appropriate by Manager, to be bound in all respects, including as to such spouse's ownership interests, if any, in the Member's Units, to the terms of this Agreement." If Investor is married or in a registered domestic partnership Investor shall have the Spousal Consent (the "Spousal Consent") executed in the form attached hereto as Exhibit D upon request by the Manager.

2. Closing.

A closing for the Investor's purchase (a "Closing") occurs only when (a) Investor has executed this Subscription Agreement, (b) Investor has executed the Joinder Agreement, (c) the Manager or the Manager's designee accepts the subscription, (d) all applicable cancellation or revocation periods have expired, and (e) the applicable funds have fully cleared. Before the applicable Closing, the Investor must provide the funding, information and compliance materials required for that Closing through the standard platform workflow; execution and population of subscription materials and joinders follow the final-Closing mechanics below. For Republic or its permitted designee at the final Closing only, no cash funding or escrow clearance is required for the Units issued as consideration for Republic's securities commission. The consideration is the Company's satisfaction at the final Closing of the corresponding securities-compensation obligation under the Offering Agreement.

Rolling Closings. The first rolling Closing may occur after the Offering has been publicly available for at least 21 days, the Target Offering Amount has been reached, at least 5 business days' notice of the applicable Closing has been given, and applicable cancellation periods have expired. Investors may cancel until 48 hours before the applicable Closing or such later time as nonwaivable law requires. At each Closing, 100% of cleared and accepted investor funds included in that Closing may be received by the Company under its separate closing arrangements, net only of agreed fees and expenses, with no contractual holdback or reserve. Subject to applicable law and the Portal workflow, the Company may conduct subsequent Closings no more frequently than monthly, without a two-times-target or other additional fundraising hurdle.

The Company will have access to investor information as provided in the signed Offering Agreement. At the applicable rolling, interim or final Closing(s), when cash Investor subscriptions have been accepted, the Investor participating in the specific Closing will receive confirmation of the successful subscription from Republic and the Investor will be added to the Company's Unit register as a member and owner of the Units, and the Membership Proxy and the irrevocable power of attorney granted to the Manager pursuant to the Operating Agreement will become effective. All final fully executed subscription documents are populated and delivered to Investor at the final Closing through Republic's standard platform workflow. The Units are uncertificated and recorded on the Company's Unit register at Closing.

3. Termination of the Offering; Other Offerings.

The Company may terminate, suspend, extend, amend, or close the Offering as permitted by applicable law and the Form C. If a Form C-W is ultimately filed in relation to the Offering, the Company will return all funds to Investors regardless of whether one or more rolling closings have occurred. Funds for investments not completed

or otherwise required to be cancelled will be returned as required by Regulation Crowdfunding and the offering materials. The Company may conduct future offerings of debt, equity, convertible, derivative, incentive, or other securities on terms that may be more or less favorable than the terms of this Offering.

4. Investor Representations, Warranties, Covenants, Waivers, and Approvals.

4.1 General Representations and Covenants.

(a) Risk Tolerance and Financial Capacity. The Investor affirms they (i) have reviewed and accept the risks described in the Form C, this Subscription Agreement, and the Offering Materials; (ii) can evaluate the merits and risks of the investment, alone or with professional advisers; (iii) can bear an indefinite holding period and the complete loss of the investment; (iv) has sufficient liquid assets to pay the Purchase Price; (v) has no present need for liquidity from this investment; has adequate means to provide for current needs and personal contingencies; and (vi) does not have an excessive overall commitment to investments that are not readily marketable in relation to the Investor's net worth, including this investment. The Investor further affirms that in executing this Subscription Agreement they understand and accept the "Certain Risk Factors" disclosed at Exhibit 1.

(b) Independent Decision; No Advice or Guarantee. No Company, Portal, escrow-agent, or affiliate communication constitutes investment, legal, tax, accounting, or suitability advice or a recommendation. No person has guaranteed any profit, return, gain, tax result, legality, success, or other benefit. The Investor has made an independent investment decision and has consulted the independent legal, tax, accounting, and investment advisers the Investor considers necessary or appropriate. Any legal counsel acting for the Company in connection with the Offering represents the Company alone and does not represent the Investor. The Investor has had an opportunity to obtain independent legal advice before signing this Subscription Agreement and the Operating Agreement joinder.

(c) Investor Eligibility and Information. The Investor either is an "accredited investor" under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended, or has not exceeded the investment limit in Rule 100(a)(2) of Regulation Crowdfunding. All information, representations, and certifications furnished by or on behalf of the Investor to the Company, the Portal, or their representatives in connection with this investment, including in any questionnaire, certificate, other document, or electronic record, are truthful, complete, and current in all material respects. The Investor's principal residence, or principal office if the Investor is an entity, and other identifying information are accurately stated in the Investor's subscription and Portal records. The Investor shall promptly correct or update information that becomes inaccurate or incomplete.

(d) Review of Offering Materials. The Investor has received, carefully read, and understands the then-current Form C and the other Offering Materials, including the Operating Agreement and this Subscription Agreement and its exhibits. The Investor has had an opportunity to ask questions and receive answers about the Company, the Securities, the Offering Materials, and the Operating Agreement, to examine the information made available by the Company, and to consult independent advisers. With respect to Company-supplied information, the Investor is relying on the then-current Form C and the other official Offering Materials. These acknowledgments do not waive liability for a material misstatement or omission or any other claim that cannot lawfully be waived. If a material change occurs before the Investor's Closing, the Investor must affirmatively reconfirm an outstanding investment commitment within five business days after receiving the Portal's notice of the change; otherwise, the commitment will be cancelled and the funds returned as required by Regulation Crowdfunding.

(e) Reaffirmation and Notice of Changes. Unless the Investor notifies the Company in writing to the contrary before Closing, these representations, warranties, and covenants are reaffirmed at Closing, taking into account all information then received. The Investor will promptly notify the Company of any event before Closing that makes any such statement false or incorrect.

(f) Cancellation and Abandonment. The Investor may cancel through the Portal until 48 hours before the applicable Offering Deadline or intermediate Closing, or such later time as nonwaivable law requires. If the Company abandons the Offering before the Investor's purchase closes, the uncompleted subscription will terminate and subscription funds will be returned as required by law and the Offering Materials,

without interest except as otherwise required by law. Abandonment does not by itself unwind a completed Closing or extinguish accrued claims or obligations that survive under Section 21. Any cancellation or refund relating to a completed Closing, including under Republic's Form C-W policy, is governed by Section 3 and applicable law.

(g) No Regulatory Approval. No federal or state agency has passed on the merits or risks of the Securities or determined the fairness or advisability of the investment.

(h) Investment Intent; Transfer Restrictions; No Market. The Investor is acquiring the Securities for the Investor's own beneficial account and for investment, not with a view to distribution. The Securities have not been registered under federal or state securities laws and may be transferred only as permitted by Rule 501 of Regulation Crowdfunding, other applicable law, this Subscription Agreement, and the Operating Agreement. The Company has no obligation to register the Securities, and no public or other market may develop. The Investor may therefore be required to hold the Securities indefinitely. As an additional contractual restriction, during the Offering and for twelve months after its final Closing, the Investor shall transfer Units only on a basis described in Rule 501(a) of Regulation Crowdfunding unless the Manager consents in writing to another lawful transfer. This contractual period is separate from the statutory one-year restriction measured from issuance of the Investor's Securities, and a Manager consent cannot waive that statutory restriction or an applicable Operating Agreement requirement.

(i) Non-U.S. and Sanctions Compliance. If the Investor is not a United States person, the Investor has satisfied all legal, consent, foreign-exchange, tax, and other requirements of the Investor's jurisdiction. The Investor is not located in, organized under the laws of, or ordinarily resident in a jurisdiction where the investment is prohibited or that is subject to applicable sanctions or embargoes; is not identified on an applicable restricted-party list; will not knowingly transfer an interest to a restricted party; and will promptly notify the Company if these statements cease to be accurate.

(j) Capacity and Authority. The Investor has full legal capacity, power, and authority to execute, deliver, and perform this Subscription Agreement. If the Investor is an entity, it is duly organized, validly existing, and, where applicable, in good standing; its execution and performance have been duly authorized; and its execution and performance do not violate its governing documents or any material law, judgment, or agreement binding on it. This Subscription Agreement is a valid and binding obligation of the Investor, subject to bankruptcy, insolvency, and similar laws and general equitable principles.

(k) Non-Disparagement. To the fullest extent permitted by law, neither the Investor nor a representative acting on the Investor's behalf shall publicly disparage the Company or its managers, officers, or employees. Nothing in this paragraph restricts honest consumer reviews or other reviews protected by law; truthful reporting to, communications with, or cooperation with regulators or law enforcement; protected whistleblowing; testimony or disclosures required by law; good-faith assertion of legal claims; or the exercise of any other nonwaivable right. No Company approval or prior notice is required for protected reporting, communications, or cooperation.

(l) Projections and Tax Matters. Any projection, forecast, or estimate is speculative, rests on assumptions that may change, and is not a prediction or guarantee. Tax consequences are uncertain and may change because of legislation, administrative action, audit, or judicial decision. The Investor has been advised to consult independent legal, tax, accounting, and financial advisers.

(m) Confidentiality. The Investor shall use nonpublic business, financial, technical, customer, or personnel information furnished by the Company and identified as confidential solely to evaluate, administer, or protect the investment, comply with law, or participate in an authorized transaction. The Investor shall protect that information with reasonable care and may disclose it to professional advisers or representatives who need to know it for those purposes and are subject to confidentiality duties, or with the Company's written consent. This covenant does not cover information that is public without breach, lawfully obtained from another source without a confidentiality duty, already lawfully known, or independently developed. It does not restrict disclosure of the Form C or other public Offering Materials; truthful reporting to or cooperation with regulators or law enforcement; protected whistleblowing; legally compelled disclosure;

assertion of legal claims; or nonwaivable information or inspection rights. No Company approval or prior notice is required for protected reporting or cooperation.

(n) Payment and Contact Records. The Investor shall maintain an account with an online portal or other payment agent designated by the Company, with current payment and tax information reasonably necessary to receive distributions or other payments under the Operating Agreement. Payments may be deposited into the Investor's linked account or made by another reasonable payment method designated by the Company, subject to the Operating Agreement and applicable law. The Investor shall update contact information in the Company's records in accordance with Section 10 and the Operating Agreement. Payment and tax information shall be supplied through the secure process designated by the Company or its payment agent.

4.2 Specific Waivers and Approvals.

(a) Affiliate Transactions. Section 5.1 of the Operating Agreement permits transactions with Members, the Manager, and their Affiliates ("Affiliate Transactions"), provided the applicable contracts and arrangements contain provisions and conditions that, in the aggregate, are substantially no less favorable to the Company than those obtainable from unaffiliated persons. The Operating Agreement defines "Affiliate" to mean any person or entity, another person or entity controlling, controlled by or under common control with such person or entity, as determined in good faith by the Manager. The Investor gives the following consents in the Investor's own capacity, subject to the effect and limits stated in Section 13.

(i) Disclosed Affiliate Transactions. The existing and approved Affiliate Transactions specifically identified in Exhibit 2 and described in Form C and its exhibits are the "Disclosed Affiliate Transactions." The Investor acknowledges they have reviewed the Disclosed Affiliate Transactions identified in Exhibit 2, they have had the opportunity to ask questions, examine the available underlying documents, and consult independent advisers regarding the Disclosed Affiliate Transactions, and hereby provides its fully informed consent to the Disclosed Affiliate Transactions. The Investor acknowledges and agrees that any future Affiliated Transaction may create actual and potential conflicts of interest because the Manager may negotiate, approve, administer, amend, or enforce arrangements in which the Manager or another Affiliate has a financial interest, and hereby affirms, acknowledges and agrees that the Company, in the course of its business activities, may enter into an Affiliate Transaction provided all such contracts and agreements with Affiliates contain provisions and conditions which in the aggregate are substantially no less favorable to the Company than the provisions and conditions which could be obtained from persons which are not Affiliates of Members or the Manager.

(ii) Future Affiliate Transactions. The Company may enter into Affiliate Transactions in the future, including compensation, bonuses, leases, financings, guarantees, and other Affiliate arrangements, to the extent authorized by the Operating Agreement and applicable law. The Investor acknowledges that they shall have no power to participate in the management of the Company and shall have no power or authority to bind or act on behalf of the Company in any way, including but not limited to, having any approval, consultation, notice, disclosure, or participation rights regarding any future Affiliate Transactions.

(b) Future Issuances, Classes, and Recapitalizations. If the Manager determines that the Company has cash needs in excess of available funds, the Company may: (i) borrow funds from financial institutions or other third party sources of capital; (ii) borrow funds from the Manager or an Affiliate of the Manager or from a Member or an Affiliate of a Member; and (iii) raise additional capital for infusion into the Company, and, to the extent the parties investing such capital are not already Members, to admit such parties as additional members. Investor acknowledges and agrees that in admitting new Members, Investor's respective ownership percentage will be subject to dilution. Consistent with the foregoing, Investor agrees that they shall execute all amendments and modifications to the Operating Agreement as may be necessary or appropriate to effectuate the admission of new Members. The Manager (x) manages the assets, business, and affairs of the Company, (y) makes all decisions and perform any and all acts or activities necessary or appropriate to the management of the Company's assets, business, and affairs unless expressly limited by the terms of the Operating Agreement or applicable law; and Investor along with the other Members grant the Manager all

powers which may be necessary or desirable to manage the assets, business, and affairs of the Company by and through the Manager, including the power to exercise on behalf and in the name of the Company all of the powers described under applicable law and to do and perform all acts as may be necessary or appropriate to the conduct or furtherance of the business of the Company. Due to the Manager's broad authority to act on behalf of the Company as provided in the Operating Agreement, the Investor expressly acknowledges and agrees that the Company may issue additional equity, debt, convertible, derivative, profits, phantom, incentive, or other interests; admit Members; create or modify classes or series with rights senior, pari passu, or junior to the Units; establish incentive plans; and effect financings, recapitalizations, splits, combinations, exchanges, conversions, domestications, reorganizations, or other Approved Transactions (as defined herein), and Investor hereby provides informed consent that any for the foregoing may materially dilute or adversely affect the Investor's percentage ownership, priority, distributions, or other economic interests. The Investor acknowledges that preserving the Company's ability to finance growth and complete future transactions is a material inducement to acceptance of the subscription.

(i) Implementation. In connection with those issuances and transactions, the Investor authorizes the Manager to execute, acknowledge, deliver, file, or record implementation documents within the authority granted by the Operating Agreement and this Subscription Agreement. To the fullest extent that an advance consent or appointment is legally effective, no further Investor signature or consent is required. The Investor will provide any further lawful confirmation or approval reasonably requested. This paragraph does not amend the Operating Agreement or supply a required approval that has not lawfully been obtained.

(ii) Waiver of Participation and Blocking Rights. To the fullest extent permitted by law, the Investor waives any personal preemptive, participation, subscription, anti-dilution, or similar right that may lawfully be waived and agrees not to object to a duly authorized issuance or transaction solely because it dilutes or subordinates the Investor or proceeds without a separate Investor consent already supplied here. Rights that cannot lawfully be waived, rights requiring a separate consent under applicable law, and rights of other Members are preserved. No provision of this Section requires an additional capital contribution or a personal guarantee by the Investor without the Investor's separate written consent.

(c) Manager Control; No Investor Veto. To the fullest extent lawfully established by this Subscription Agreement and the Operating Agreement, the Manager has exclusive authority over management, governance, operations, financing, capitalization, distributions, reserves, tax elections, litigation, settlement, hiring, compensation, expansion, restructuring, and transaction strategy. The Investor has no authority to bind the Company. The Investor waives any personal governance, approval, consultation, participation, preemptive, anti-dilution, veto, redemption, withdrawal, or similar contractual right that may lawfully be waived, and agrees not to assert a separate consent requirement already satisfied by an effective advance consent or authorized proxy. No board seat, observer right, special reporting right, guaranteed distribution, liquidity deadline, registration right, tag-along right, or most-favored-nation right is granted. Statutory information and inspection rights and any other nonwaivable rights remain available. Section 13 states the governing-document priority and limits; no additional capital contribution or personal guarantee is imposed.

(d) Approved Transactions; Participation and Cooperation. "Approved Transaction" means a Company Unit Sale or a Conversion. If the Members holding a majority of the outstanding Units ("Majority Selling Group") elect to consummate a sale of all of the Units or equity interests in the Company to any independent third party (each such transaction referred to as a "Company Unit Sale"), the Majority Selling Group shall notify the other Members in writing of such Company Unit Sale. Upon request by the Majority Selling Group, the Members will consent to and raise no objections to the proposed transaction, and will take all other actions reasonably necessary or desirable to cause the consummation of such Company Unit Sale on the terms proposed by the Majority Selling Group. The obligations of the Members pursuant to Section 8.6 of the Operating Agreement with respect to a Company Unit Sale are subject to the following conditions: (x) the consideration payable upon consummation of such Company Unit Sale to all of the Members shall be allocated among the Members according to their ownership of Units, and (y) upon the consummation of the Company Unit Sale, all of the Members shall receive the same form of consideration per Unit, or if there are classes of Units, then each class shall receive the same form of consideration per Unit. Each Member agrees to be bound by agreements with respect to indemnification obligations, amounts paid into escrow, amounts subject to holdbacks or amounts subject to post-closing purchase price adjustments, and agreements to

appoint representatives; provided, that any such indemnification, escrow, holdback and adjustment obligations undertaken by any Member (A) shall be proportional to the share of the purchase price paid in connection with such Company Unit Sale that is allocable to such Member and (B) shall not exceed the total amount of consideration received by such Member in connection with such Company Unit Sale (except with respect to representations and warranties relating solely to, or covenants entered into solely by, such Member, including representations as to title to Units or any non-compete). To the extent that a Member does not take any actions when requested by the Manager pursuant to the Operating Agreement, each such Member hereby constitutes and appoints the members of the Majority Selling Group as such Member's true and lawful attorney-in-fact and authorizes the attorney-in-fact to execute on behalf of such Member any and all documents and instruments which the attorney-in-fact deems necessary and appropriate in connection with the Company Unit Sale. The foregoing power of attorney is irrevocable and is coupled with an interest. At any time, if deemed advisable by the Manager, the Manager shall have the right, with no action on the part of the Members, to cause (a) the Company to be converted from a limited liability company to a C Corporation, or (b) to merge the Company into a corporation that is per se taxed as a corporation or consolidate with another entity with the resulting entity being a corporation that is per se taxed as a corporation (a "Conversion"), in each case solely for the purposes of converting to a corporation that is per se taxed as a corporation and not to effect any change in ownership of the Company. Each Member further agrees that the Manager may take, without any action or further authorization of the Members, any and all actions necessary or desirable, in the discretion of the Manager, to effect such conversion, merger or consolidation, including, without limitation, preparing and filing certificates, executing agreements, making necessary or appropriate amendments to this Agreement (including terminating this Agreement or converting this Agreement into a stockholders agreement), converting Units into securities of the C Corporation or disposing of Units. The Manager shall structure the Conversion so that the relative percentage equity interests, relative voting rights and economic positions of the Members immediately prior to the Conversion will be maintained in the Conversion. In connection with the Conversion, the Company shall make or apply for all filings, permits, authorizations, consents and approvals as may be required under applicable state or federal law, or by any administrative agency or commission or other governmental regulatory authority or agency (a "Governmental Entity"). Each of the Members agrees to take all actions reasonably requested by the Company in order to obtain any consent, authorization, order or approval of, or any exemption by, any Governmental Entity, including making all filings required to be made or obtained by the Company or such Member in connection with the consummation of the Conversion. It shall be a condition to the consummation of the Conversion, that all filings, permits, authorizations, consents and approvals of Governmental Entities required in connection therewith have been made or obtained.

(i) Required Participation. Upon the Manager's written direction, the Investor shall support and consent to an Approved Transaction and sell, transfer, exchange, contribute, convert, cancel, or otherwise dispose of all or the portion of the Investor's Units specified in that direction; accept the consideration allocated to those Units under the authorized transaction; and become bound by the applicable successor governing documents.

(ii) Execution and Information. The Investor shall deliver the customary consents, voting agreements, joinders, exchange or conversion instruments, letters of transmittal, escrow and representative appointments, releases within Section 4.2(e), tax forms, ownership and eligibility certifications, and other implementation documents reasonably requested by the Manager or the Transaction Representative within three business days after a request unless a longer nonwaivable notice, disclosure, or decision period controls. The Investor must promptly correct inaccurate ownership, tax, payment, or compliance records.

(iii) No Contractual Obstruction. The Investor shall not exercise a waivable contractual blocking, co-sale, first-refusal, participation, or separate-approval right against an Approved Transaction after an effective waiver or consent supplies the relevant authority. The Investor shall not revoke an effective transaction appointment, grant an inconsistent proxy, encumber the affected Units, or take another action that breaches these commitments. Any waiver of dissenters', appraisal, inspection, or similar statutory rights is effective only where the particular right may lawfully be waived; no advance waiver of a nonwaivable right is made. The exercise of a preserved right or a good-faith claim based on fraud, materially misleading disclosure, or another nonwaivable protection is not a breach of this paragraph.

(e) Transaction Consideration, Liability, and Representation. In an Approved Transaction, the Investor shall accept the applicable cash, securities, rollover interests, deferred or contingent payments, or combination specified in the authorized transaction documents, without a separate contractual right to elect another form. Required same-class treatment and allocation rules remain applicable. For a Company Unit Sale governed by Section 8.6 of the Operating Agreement, that section's consideration allocation, form, and liability rules control. Differences in a holder's employment, service, restrictive-covenant, or rollover arrangements do not by themselves create a matching benefit for the Investor; those arrangements remain subject to applicable disclosure, conflict, fiduciary-duty, and approval requirements.

(i) Shared Obligations and Personal Representations. The Investor shall participate in customary seller indemnities, purchase-price adjustments, escrows, holdbacks, expense reserves, and contingent-consideration arrangements. Liability for shared transaction obligations shall be several, not joint, allocated proportionately to the Investor's transaction consideration, and capped at the consideration actually received by the Investor, including amounts later released or paid. The Investor shall make customary representations solely about the Investor, including authority, title, absence of Investor-created liens, ownership, tax status, and capacity to transfer. The cap does not limit liability for the Investor's own fraud, willful misconduct, or breach of a representation, warranty, or covenant made solely by the Investor. A failure to pay a shared obligation does not itself enlarge the agreed cap on that obligation. Participation in a proportionate, capped seller indemnity concerning Company representations does not make the Investor a maker of those representations. No Company-business representation, additional capital contribution, personal guarantee of Company or acquirer debt, employment obligation, or personal noncompetition covenant is required from the Investor without a separate lawful agreement.

(ii) Single Transaction Representative. The Investor appoints the Manager, or a person designated in writing by the Manager, as the Investor's exclusive representative for an Approved Transaction (the "Transaction Representative"). A designee and any substitute act within the Manager's written designation and directions, and the Manager may replace them or limit their authority without further Investor consent. This appointment confers no authority to vote the Investor's Units or exercise Member or class approval rights except through separate designation under Section 4.2(f). Within the authority and liability limits granted here, the Transaction Representative may negotiate and execute implementation documents; receive notices; appoint paying and escrow agents; establish and administer proportionate reserves; resolve purchase-price and working-capital adjustments; pursue, defend, compromise, or settle transaction indemnity and contingent-payment claims; approve distributions and release of escrows; amend implementation provisions; and take related actions without a separate Investor signature. This authority continues after the Investor ceases to hold Units until the transaction's remaining payments and obligations are administered. It does not authorize an increase beyond the Investor's agreed liability, a new personal obligation, a waiver of the Investor's nonwaivable rights, or a settlement of claims against the representative for its own fraud or intentional misconduct. A representative acting for multiple holders must observe applicable duties and conflict requirements.

(iii) Payment, Reserves, and Releases. Transaction consideration may be paid to a designated paying or escrow agent for the Investor's account, with proportionate deductions for authorized transaction expenses and reserves and withholding required by law. Proper payment to an agent expressly authorized to receive it discharges the payor's corresponding payment obligation to that extent; the Investor retains rights to the amounts held for the Investor. A failure to deliver customary payment, title, tax, or compliance documents may delay release to that Investor to the extent permitted by law, without preventing an otherwise lawful transaction closing and without forfeiting the Investor's entitlement. The Investor shall execute customary closing releases concerning the Investor's ownership and participation, limited to claims that may lawfully be released, with claims under the transaction documents and nonwaivable claims preserved. No release excuses fraud or materially misleading Offering disclosures. These transaction reserves are separate from, and do not create a holdback on, the release of Offering proceeds at a Closing under Section 2.

(f) Proxy and Irrevocable Power of Attorney. To secure the Investor's obligations and facilitate the Company's financings and transactions, the Investor at Closing appoints the Manager as the Investor's Proxy as provided in the Membership Proxy, and as the Investor's attorney-in-fact, with full power and authority to act in its name and on its behalf in the execution, acknowledgment and filing of documents relating to the Company

and its business ("Power of Attorney"), including without limitation the following: (i) any amendments to the Operating Agreement (subject to the provisions of Section 13.3 of the Operating Agreement); (ii) any instrument which may be required to be filed by the Company under appropriate state law or by any governmental agency or which the Manager deems advisable to file; and (iii) any documents which may be required to be filed by the Company in connection with the admission of substitute or additional Members, or the dissolution and termination of the Company, provided such continuation or dissolution and termination are in accordance with the terms of the Operating Agreement. Investor further acknowledges that, at Closing, the Power of Attorney granted to the Manager: (x) is a special power of attorney coupled with an interest, is irrevocable, and shall survive the death or dissolution of the Investor, (y) may be exercised by the Manager either by signing separately as attorney-in-fact for each Member or, after listing all of the Members, executing any instrument by a single signature of the Manager acting as attorney-in-fact for all of them, and (z) shall survive the delivery of an assignment by a Member of the whole or any portion of its ownership interest in the Company; except that where the assignee of the whole of a Member's Units has been approved by the Manager for admission to the Company as a substitute Member, the Power of Attorney of the assignor shall survive the effective date of such substitution for the sole purpose of enabling the Manager to execute, acknowledge, and file any instrument necessary to effect such substitution.

(g) Transaction Records and Due Diligence. Subject to applicable law, the Investor consents to the Company and its representatives providing the Investor's identity, contact information, tax forms, subscription records, beneficial-ownership information, capitalization data, and executed documents to persons reasonably involved in compliance, diligence, financing, administration, or an Approved Transaction. The Investor will promptly cure incomplete or inconsistent records and provide reasonably requested updates.

(h) No Side Rights; Definitive Records. No oral statement, Portal communication, marketing material, investor chat, side letter, or other arrangement grants a special right unless the Manager signs a writing expressly granting it with every required approval. The Company may negotiate different terms with other investors, lenders, acquirers, employees, or transaction participants without granting the Investor a matching, participation, consent, or most-favored-nation right. The Company's capitalization records and executed or legally operative electronic subscription and joinder records control absent manifest error, subject to legally established corrections. These provisions do not exclude official Offering disclosures or waive liability for a material misstatement or omission.

(i) Republic Securities Compensation. Only at the final Closing, and not at an interim rolling Closing, the Company will issue to OpenDeal Portal LLC d/b/a Republic or its permitted designee Units equal to one percent (1%) of the Units issued to cash investors across all interim rolling Closings and the final Closing. The Company will issue those Units under this same form of Subscription Agreement upon Republic's lawful acceptance in its subscriber capacity, at the same per-Unit price or prices and on the same other terms applicable to the corresponding cash-investor Units. If more than one pricing tier applies, Republic's Units will be allocated among those tiers in the same proportion as cash-investor Units. Republic's consideration is satisfaction of the Company's securities-compensation obligation under the Offering Agreement rather than cash; investor minimums, cash-funding and escrow requirements, cancellation rights, Regulation Crowdfunding investment-limit representations, and other cash-investor-only provisions do not apply. All other applicable terms apply to Republic. Republic's compensation Units are excluded from the cash-investor calculation base. At the final Closing, the aggregate compensation entitlement equals 1% of aggregate cash-investor Units across all Closings, rounded once to the nearest whole Unit, with an exact half rounded upward. Whole compensation Units are allocated among all Offering pricing tiers in proportion to cash-investor Units actually issued across all Closings, with remaining Units assigned by largest fractional remainder and ties resolved in favor of the lower-price tier. No compensation Units are issued or delivered before the final Closing. The final Closing includes a concluding settlement closing with no additional cash subscriptions. Republic Units dilute the percentage economic ownership of cash investors and other holders.

(j) Use of Proceeds. The Investor acknowledges that the Form C states estimated uses of proceeds and that actual amounts and timing may change. Subject to applicable law, the Operating Agreement, and the Company's disclosure obligations, the Manager may reallocate proceeds among lawful Company purposes, and the Investor has no right to direct or approve those allocations.

(k) Operating Agreement Repurchase Rights. The Investor acknowledges that Section 12.9 of the Operating Agreement permits, but does not require, the Company to repurchase the Investor's Units for the original purchase price less prior distributions if the Manager determines in good faith that the Investor supplied inaccurate information in connection with the investment or if repurchase is required by applicable anti-terrorism, anti-money-laundering, or similar law. Separate Company or designee purchase rights may apply following a Dissociation Event as provided in the Operating Agreement.

(l) Successor and Closing Administration. The Investor consents to reasonable measures required to implement an Approved Transaction, including replacement of uncertificated Units with successor securities, exchange of certificates, electronic registration, lawful rounding or cash payment for fractional successor interests, appointment of a transfer or paying agent, and transfer of the Company's investor records to the successor. The Company may assign this Agreement and the benefit of its continuing covenants to a successor or an acquirer in an Approved Transaction without a further Investor consent, subject to applicable law; such assignment does not release an accrued Company obligation unless lawfully assumed or otherwise discharged. The Investor shall cause a voluntary transferee to assume applicable continuing obligations as provided in Section 20. No appointment under this paragraph changes the initial direct ownership structure or imposes an additional Offering fee contrary to the Offering Agreement.

Express Investor Acknowledgment. The Investor has read, understands, and expressly agrees to Section 4.2, including the disclosed affiliate consents and future affiliate provisions; future-issuance and implementation consents; concentration of Manager control; mandatory participation in Approved Transactions as defined in Section 4.2(d); permitted non-cash consideration; proportionate escrows, indemnities, and reserves; the Transaction Representative's settlement and payment authority; the proxy and power of attorney exercisable without a fresh signature; and the governing-document priority and limits in Section 13. The Investor also expressly agrees to the market stand-off in Section 7. These terms can materially limit the Investor's freedom to retain, sell, vote, or negotiate over the investment. The Investor has had the opportunity to obtain independent legal advice. The effectiveness and legal limits in Section 13 apply. This acknowledgment is given through execution or electronic acceptance of this Subscription Agreement and requires no separate initials, date or signature field.

5. Company Authorization and Issuance.

Valid Issuance. The Securities, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Subscription Agreement and the Form C, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer arising under this Subscription Agreement, the Articles of Organization, as amended and/or restated from time to time, and Operating Agreement of the Company, or under applicable state and federal securities laws and liens or encumbrances created by or imposed by a subscriber.

Authorization. The execution, delivery and performance by the Company of this instrument is within the power of the Company and has been duly authorized by all necessary actions on the part of the Company. This 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.

No Conflict. The execution, delivery and performance of and compliance with this Subscription Agreement and the issuance of the Securities will not result in any violation of, or conflict with, or constitute a default under, the Company's Articles of Organization and Operating Agreement, each as amended, and will not result in any violation of, or conflict with, or constitute a default under, any agreements to which the Company is a party or by which it is bound, or any statute, rule or regulation, or any decree of any court or governmental agency or body having jurisdiction over the Company, except for such violations, conflicts, or defaults which would not individually or in the aggregate, have a material adverse effect on the business, assets, properties, financial condition or results of operations of the Company.

Consents.

Company has obtained all consents, waivers, registrations, qualifications, and approvals required in connection with this Subscription Agreement and the transactions contemplated hereby, including any qualifications, filings, notices, or approvals required under applicable securities laws or Regulation Crowdfunding.

Registrar and Company Records. The Units are expected to be uncertificated and recorded directly on the Company's unit ledger and other books and records maintained by or at the direction of the Manager. The Company may appoint or replace a registrar, administrator, transfer agent, paying agent, custodian, nominee, or other service provider later if the Manager determines that doing so is advisable or required by law. A registered transfer agent may maintain direct ownership records without introducing a custodian, nominee or special purpose vehicle. An administrative appointment under this paragraph does not itself confer voting, consent or transaction-approval authority. The Company shall carry forward the notices required by Section 9 in its ownership records and instruct any successor registrar or transfer agent to preserve them while applicable.

The Company will monitor applicable assets, holders of record and reporting obligations. Before relying on the Regulation Crowdfunding exclusion under Exchange Act Rule 12g-6, the Company will engage an SEC-registered transfer agent and satisfy the rule's other conditions, including applicable annual-reporting and asset requirements. The Investor will provide reasonably requested information concerning record ownership, beneficial ownership and accredited-investor status, and will notify the Company of material changes to that information. Maintaining the Unit register itself does not satisfy the registered-transfer-agent condition.

6. Indemnification.

The Investor acknowledges that the Company and each of its founders, managers, members, officers, employees, agents, representatives, and affiliates are relying on the Investor's representations, warranties, and covenants in connection with the Offering. The Investor agrees to indemnify and hold harmless the Company, those persons, and any other person acting on behalf of the Company from and against any and all damage, loss, liability, cost, and expense, including reasonable attorneys' fees, incurred by reason of the Investor's failure to fulfill any term or condition of this Subscription Agreement, or any misrepresentation or breach of warranty made by or on behalf of the Investor in this Subscription Agreement or in any other document, questionnaire, certificate, information, or electronic record furnished to the Company, the Portal, or their representatives in connection with the investment. Recoverable losses include reasonable costs of enforcing the Investor's obligations and losses caused by the Investor's breach in delaying or impairing an Approved Transaction, to the extent established and recoverable under applicable law; no fixed penalty is imposed. An amount recovered under another provision may not be recovered twice. Shared seller obligations remain subject to Section 4.2(e). This indemnity does not require the Investor to indemnify a person for that person's fraud, willful misconduct, or violation of applicable securities law, or otherwise waive a claim or remedy that cannot lawfully be waived. This Section survives as provided in Section 21.

7. Public-Market Transactions; Market Stand-Off.

7.1 Covered Transactions. A "Public-Market Transaction" means an initial or subsequent underwritten public offering, direct listing, reverse merger, merger with a public acquisition vehicle, or other transaction resulting in a public market for Company or successor securities, in each case duly authorized under Section 13 and applicable law. The Investor shall cooperate in an authorized conversion, holding-company reorganization, exchange, or other preparatory step and accept the resulting securities and governing documents as provided in Section 4.2. This Section does not require the Company to pursue any listing, register the Investor's securities, include the Investor as a selling holder, or provide liquidity.

7.2 Lock-Up. If requested in writing by the Company or the managing underwriter, the Investor shall not directly or indirectly sell, offer, pledge, lend, grant an option over, hedge, swap, transfer, or otherwise dispose of Company or successor securities or their economic exposure during the specified period beginning on the final prospectus date, first trading date, or transaction consummation date, as applicable. The period may not exceed 270 days after that date, plus a reasonable additional period necessary to accommodate applicable research-report or analyst-recommendation restrictions. Each subsequent Public-Market Transaction requires its own request. The restriction covers securities received on conversion or exchange and later-acquired Company or successor

securities owned by the Investor during that period. Sales expressly included in the authorized underwriting or transaction are excepted.

7.3 Implementation and Releases. The Investor shall execute customary lock-up and related instruments consistent with this Section on request; Section 4.2(f) also authorizes their execution on the Investor's behalf. The Company may impose stop-transfer instructions and appropriate book-entry or certificate legends. The Company or managing underwriter may grant a written release or permit a transfer subject to continued restrictions and a transferee undertaking. A release for another holder, including an officer, director, Manager, or controlling holder, does not release the Investor or create a matching release right. The Investor's obligation is not conditioned on identical restrictions for other holders. Any different treatment remains subject to applicable law and disclosure requirements. Underwriters, the successor, and the Company are intended beneficiaries entitled to enforce this Section.

8. Obligations Irrevocable After Closing.

Following the Closing, the Investor's obligations are irrevocable except to the extent otherwise required by nonwaivable law. The Company and its affiliates and agents may rely on the Investor's written or electronic instructions. The Company may rely conclusively on the accuracy of information supplied by the Investor unless and until corrected in writing.

9. Securities Legend.

The certificates, book entry or other form of notation representing the Securities sold pursuant to this Subscription Agreement will be notated with a legend or designation, which communicates in some manner that the Securities were issued pursuant to Section 4(a)(6) of the Securities Act and may only be resold pursuant to Rule 501 of Regulation Crowdfunding. While applicable, the existence of the proxy under Section 4.2(f) shall also appear on each certificate or, for uncertificated Units, on the initial transaction statement and subsequent written statements evidencing ownership. Those certificates and statements shall also identify the applicable transfer and transaction-participation restrictions under this Agreement and the Operating Agreement.

10. Notices.

All notices or other communications given or made hereunder shall be in writing and delivered to the Investor's email address provided to the Portal or to the Company at the address set forth at the beginning of this Subscription Agreement, or such other place as the Investor or the Company from time to time designate in writing in or through the Portal. Notices required under the Operating Agreement remain governed by its Section 13.11; Portal delivery does not replace a notice method required by that agreement or nonwaivable law. Each party shall keep its designated notice address current.

11. Governing Law.

Notwithstanding the place where this Subscription Agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed in accordance with and governed by the laws of the State of California without regard to the principles of conflicts of laws.

12. Submission to Jurisdiction.

With respect to any suit, action, or proceeding relating to any offer, purchase, or sale of the Securities by the Investor (a "Proceeding") that is not required to be arbitrated under the Operating Agreement, the Investor irrevocably submits to the exclusive jurisdiction of the federal and state courts located in San Diego County, California, unless none of those courts has lawful jurisdiction. Section 13.6 of the Operating Agreement governs its arbitration requirement, arbitrability, exceptions, and related remedies; this Section does not displace those provisions. Both parties agree to this forum for a Proceeding properly brought in court, subject to nonwaivable applicable law.

13. Entire Agreement; Order of Precedence.

The Form C discloses the terms and risks of the Offering. This Subscription Agreement establishes the Investor's subscription-specific obligations and supplements, but does not amend, the Operating Agreement. The Operating Agreement does not replace the Subscription Agreement; provided, however, if there is any discrepancy between this Subscription Agreement and the Operating Agreement, the Operating Agreement controls. The Company's Articles of Organization control in the event of any conflict with the Operating Agreement. The Investor's transaction-participation covenants, Membership Proxy, Power of Attorney and other contractual commitments operate only to the extent consistent with the Operating Agreement and applicable law and do not modify or amend any existing Member's rights or obligations. At Closing, Investor is bound by all terms and conditions of the Operating Agreement, which is controlling.

This Subscription Agreement is solely between the Company and the Investor. It neither imposes obligations on Republic nor expands any Investor's rights against Republic, and does not define or incorporate Republic's electronic records. Republic is not a party or third-party beneficiary in its Portal capacity. References to Republic's services or the separate Offering Agreement are descriptive only and grant no right to enforce that agreement. If Republic separately accepts this Subscription Agreement for its compensation Units, it is bound only in its capacity as a subscriber, not as the Portal.

Mandatory Transaction Requirements. The Company shall obtain any statutory class approval, transaction-specific vote or consent, disclosure, or notice required for a merger, conversion, or other action. The proxy may be used to supply a legally delegable vote on the actual transaction within its authorized scope after required disclosures; it cannot waive a nondelegable consent. Nonwaivable dissenters', appraisal, inspection, securities-law, and other rights remain available. During the Regulation Crowdfunding one-year transfer restriction, each transfer or exchange must satisfy an applicable permitted route or other lawful basis; an Approved Transaction label does not create an exemption. No contractual undertaking authorizes a prohibited transfer, an unlawful release, or personal liability for Company or successor debts without required consent.

14. Amendment and Waiver.

This Subscription Agreement may be amended, waived, or modified by a written instrument executed by the Company at the direction of the Manager and by the Investor. The Investor also authorizes the Company, acting through the Manager, to make a written amendment without a further Investor signature to cure an ambiguity; correct or supplement a defective or inconsistent provision; conform to applicable law consistent with the Offering Agreement; implement an effective consent or contractual obligation expressly authorized by Section 4.2 or an Approved Transaction; or make another change that is not materially adverse to the Investor.

15. Enforcement; Jury Trial.

The parties acknowledge that a breach of the Investor's transfer, cooperation, confidentiality, or transaction-authority obligations may cause harm for which damages alone are inadequate. The Company and an intended beneficiary may seek specific performance or appropriate injunctive relief, in addition to available damages, through the forum and procedures permitted by Section 12 and Section 13.6 of the Operating Agreement. Relief remains subject to the tribunal's authority, applicable equitable requirements, and any required undertaking; this clause does not create an exception to an applicable arbitration obligation.

ONLY IN A FORUM AND FOR A CLAIM WHERE A PREDISPUTE CONTRACTUAL JURY WAIVER IS LAWFULLY ENFORCEABLE, THE INVESTOR KNOWINGLY WAIVES TRIAL BY JURY FOR A PROCEEDING ARISING FROM THIS SUBSCRIPTION AGREEMENT. THIS CLAUSE DOES NOT WAIVE A JURY IN A CALIFORNIA STATE-COURT ACTION WHERE SUCH A PREDISPUTE WAIVER IS UNENFORCEABLE, OR ANY OTHER NONWAIVABLE RIGHT. THE OPERATING AGREEMENT'S ARBITRATION PROVISION IS SEPARATE AND REMAINS SUBJECT TO ITS TERMS AND APPLICABLE LAW.

16. Severability.

If any provision of this Subscription Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Subscription Agreement, such provision shall be fully severable;

this Subscription Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Subscription Agreement, and the remaining provisions of this Subscription Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Subscription Agreement.

17. Headings.

The titles of the sections and subsections of this Subscription Agreement are for convenience of reference only and are not to be considered in construing this Subscription Agreement.

18. Counterparts.

This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. Electronic Execution and Delivery.

A digital reproduction, portable document format (".pdf") or other reproduction of this Subscription Agreement may be executed by one or more parties hereto and delivered by such party by electronic signature (including signature via DocuSign or similar services), electronic mail or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes.

20. Binding Effect.

The provisions of this Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. The Investor may not assign this Subscription Agreement without the Manager's prior written consent. No assignment or transfer is authorized by this Section. The Investor shall comply with Article 8 of the Operating Agreement and applicable securities law, and shall obtain the transferee's written assumption of applicable continuing obligations under this Subscription Agreement before a voluntary transfer. A transfer does not release the transferor's accrued obligations, and admission as a substitute Member remains subject to Section 8.3 of the Operating Agreement. Successors and permitted assignees of the Company may enforce continuing covenants. The Transaction Representative, authorized acquirers, paying and escrow agents, and underwriters are intended third-party beneficiaries solely of the provisions expressly conferring authority, discharge, cooperation, or enforcement rights on them, and may enforce those provisions within their stated limits. No other third-party benefit is implied.

The written assumption required before a voluntary transfer shall expressly adopt the applicable transaction covenants and grant the Membership Proxy, Power of Attorney and representative appointments under Section 4.2 on their stated terms. It may be included in the transferee's joinder or transfer instrument without a separate signature form.

21. Survival.

The representations, warranties, covenants, and agreements in this Subscription Agreement, and the Investor's representations and warranties in other investment documents and records covered by Sections 4.1(c) and 6, survive execution, delivery, acceptance, the Closing, and the Investor's admission as a Member. They also survive changes in the transactions, documents, and instruments described in the Form C that are not material or are to the Investor's benefit, and the Investor's death or disability. Provisions intended by their nature or express terms to continue, including confidentiality, indemnification, dispute resolution, and applicable transaction and transfer covenants, survive to the extent applicable, subject to their stated limits, the Operating Agreement, and nonwaivable law. Termination does not extinguish accrued claims or authorize retention of funds required to be returned under Section 3. The transaction appointments, agreed liability limits, payment arrangements, and related covenants survive a disposition or exchange of the Units for as long as necessary to administer outstanding transaction payments, claims, reserves, and obligations, subject to their express terms and applicable law.

22. Notification of Changes.

The Investor shall provide the pre-Closing notices required by Section 4.1(e) and, on reasonable request, furnish the information and execute the documents required by this Subscription Agreement. Continuing compliance and record-update obligations under Sections 4.1(c), 4.1(i), 4.1(n), and 4.2(g) remain applicable according to their terms.

IN WITNESS WHEREOF, the parties have executed this Subscription Agreement as of the dates shown in their respective signatures or electronic investment records.

COMPANY:

Tallgrass Pictures LLC d/b/a IZOLA

By:_____

Name: Jeffrey Lamont Brown

Title: Manager

Date: _____

INVESTOR:

By: _____

Name: _____

Title: _____

Date: _____

Applicable tier price(s) per Unit: _____

Number of Units Purchased: _____

Total Subscription Amount: _____

EXHIBIT A

Operating Agreement of Tallgrass Pictures LLC dated June 9, 2022

THE UNITS CREATED UNDER THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF SUCH REGISTRATION OR QUALIFICATION OR AN OPINION OF COUNSEL OR OTHER EVIDENCE SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION OR QUALIFICATION IS NOT REQUIRED.

OPERATING AGREEMENT

OF

TALLGRASS PICTURES, LLC
a California limited liability company

This Operating Agreement ("**Agreement**") of Tallgrass Pictures, LLC, a California limited liability company (the "**Company**"), dated as of June 9, 2022, is made by and among (i) the Company, (ii) those person designated as "Members" on the Signature Page attached hereto (the "**Current Members**"), and (iii) such other persons, entities or associations who become members of the Company as expressly set forth in this Agreement (the "**Other Members**") (the Current Members and the Other Members shall collectively be referred to herein as the "**Members**"). The Members agree as follows:

ARTICLE 1

FORMATION AND ORGANIZATION

1.1. Formation/Operating Agreement. On November 15, 2004, Articles of Organization for the Company (the "**Articles**") were filed with the California Secretary of State. This Agreement shall supersede all prior operating agreements relating to the Company and is hereby adopted and approved by the Members pursuant to the California Revised Uniform Limited Liability Company Act, currently codified in the California Corporations Code, Sections 17701.01-17713.13, as the same may be amended from time to time (the "**Act**"). Accordingly, the rights and responsibilities of the Members shall be as provided in the Act, as may be modified by this Agreement. To the extent that the rights or obligations of any Member are different by reasons of any provisions of this Agreement then they would be in absence of such provision, this Agreement shall, to the extent permitted by the Act, control. All capitalized terms used in this Agreement but not specifically defined have the meanings ascribed to them under the Act.

1.2. Term and Purpose. The principal business activity and purposes of the Company shall be the ownership and operation of IZOLA™ bread cafes and the marketing, licensing and sale of products and services using the IZOLA™ trade name, or any successor trade name. An additional business and purpose of the Company, which may not be operated for profit purposes, is the promotion of social and environmental change by supporting positive business practices, as determined by the Manager, including reducing inequality, lowering poverty levels, creating more sustainability for our environment, and building stronger communities. The business and purposes of the Company shall be limited to the foregoing principal business activities and any incidental business necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company. The term of the Company's existence (the "**Term**") commenced on

the filing of the Articles and will continue until terminated in accordance with the provisions of this Agreement.

1.3. Manager Managed LLC. The Company shall be managed by a manager as defined in the Act (the "**Manager**"). The initial Manager shall be Jeffrey Lamont Brown ("**Brown**"), who shall remain as the Manager except as expressly provided in Section 3.6 of this Agreement.

1.4. Principal Office. The principal place of business of the Company will be located at 710 13th Street (#300), San Diego, California 92101, unless and until changed by the Manager to another location, as the Manager deems advisable.

1.5. Registered Agent. The registered agent shall be as stated in the Articles. If the registered agent resigns and/or the Manager chooses a different registered agent, the Company shall notify the California Secretary of State. The Manager may also appoint agents for service of process in any other state, district, or jurisdiction in which the Company does business.

1.6. Qualification to do Business. The Manager or his designee shall have the authority to execute and file such applications and documents as may be necessary for: (i) the Company to qualify to do business in all jurisdictions in which a qualification is required, and (ii) the Company to comply with any applicable fictitious business name or similar laws.

1.7. Establishment of Bank Accounts. The Manager shall establish with a federally insured financial institution (or institutions) one or more accounts for the funds of the Company and shall be authorized to draw against such accounts on behalf of the Company.

1.8. Title. Title to any assets acquired by the Company will be held in the name of the Company. The Manager and, to the extent necessary, the Members, shall execute all documents which may be necessary to reflect the Company's ownership of its assets.

1.9. Maintenance of Company Minute Book. The Company shall establish and maintain a Minute Book for the records of the Company which may include the Articles, this Agreement (and any subsequently adopted amendments to this Agreement), and the minutes of all meetings (or written consents in lieu of meetings) of the Members, as well as such other important records of the Company as the Manager deems to be appropriate.

ARTICLE 2

ISSUANCE OF UNITS; CAPITALIZATION

2.1. Authorization of Units. Ownership interests in the Company will be represented by "**Units**." Units may be issued for such consideration and on such terms as the Manager may determine in Manager's discretion, subject to the other provisions hereof. The Members acknowledge that the Manager shall have the power to create classes of Units having those relative rights, powers, and duties as this Agreement may provide (and Manager shall have the authority to amend this Agreement to create such classes in compliance with Section 13.3), including, without limitation, rights, powers and duties superior to other classes of Units (including liquidation, voting, and other preferences). The Company shall maintain at its principal office a Unit register containing the names and addresses of the holders of record of Units. As of the date

hereof, Units have been issued to the Members as set forth in Exhibit A, attached hereto.

2.2. Record Holders; Certificates for Units.

2.2.1. Except as otherwise provided herein, the Units shall be uncertificated and a listing of the registered holders on the books and records of the Company shall be maintained solely on the registrar of the Company's membership interests and, if applicable, in the book-entry account system of any transfer agent appointed by the Company. With respect to any Units, the Company shall be entitled to recognize the person in whose name such Units are registered on the books of the Company as the owner of such Units and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such Units on the part of any other person, regardless of whether the Company shall have actual or other notice thereof, except as otherwise provided by law. Without limiting the foregoing, when a person (such as a broker, dealer, bank, trust company or clearing corporation or an agent of any of the foregoing) is acting as nominee, agent or in some other representative capacity for another person in acquiring and/or holding Units, the Company shall be entitled to recognize such representative or nominee shall be the record holder of such Units.

2.2.2. If the Manager determines that the issuance of certificates representing the Units (defined below) is desirable, then each Member's Units will be represented by a certificate meeting the requirements of applicable law and otherwise in form and content as deemed appropriate by the Manager. Each certificate issued by the Company (if any) shall contain legends indicating that the Units represented by such certificates are restricted securities under both federal and state law and as otherwise determined by Manager in Manager's discretion.

2.3. Restriction on Transfer of Units. Units may only be transferred in accordance with the terms of this Agreement and each such transfer shall be recorded in the Unit register.

2.4. Sources of Additional Funds. If the Manager determines that the Company has cash needs in excess of available funds, the Company may:

2.4.1. Borrow funds from financial institutions or other third party sources of capital.

2.4.2. Borrow funds from the Manager or an Affiliate of the Manager or from a Member or an Affiliate of a Member. Any such loan shall be an Affiliate Transaction and shall comply with the requirements set forth in Section 5.1 hereof.

2.4.3. Raise additional capital for infusion into the Company, and, to the extent the parties investing such capital are not already Members, to admit such parties as additional members. The Members acknowledge and agree that in admitting new Members, their respective ownership percentage will be subject to dilution. Consistent with the foregoing, the Members shall execute all amendments and modifications to this Agreement as may be necessary or appropriate to effectuate the admission of new Members pursuant to this Section 2.4.3.

2.5. No Liability to Provide Additional Capital. Other than with respect to the purchase of Units, no Member shall be required to make any contribution to the capital of the Company.

2.6. No Preferred Returns; Limitations on Withdrawals. The respective rights of each Member to share in the capital of the Company, (i) by way of distributions, will be determined by Section 6.1, and (ii) on liquidation, will be determined by ARTICLE 10. Unless expressly set forth in this Agreement, no interest, dividend or preferred return shall be payable with respect to any Member's contribution to the capital of the Company. No Member may withdraw such Member's contributions of capital to the Company or demand and receive property of the Company, except as may be specifically provided in this Agreement or as required by law.

ARTICLE 3

MANAGEMENT OF THE COMPANY

3.1. Exclusive Management by the Manager. The Manager shall manage the assets, business, and affairs of the Company. The Manager will make all decisions and perform any and all acts or activities necessary or appropriate to the management of the Company's assets, business, and affairs unless expressly limited by the terms of this Agreement or the Act. Without limiting the generality of the foregoing, the Members grant the Manager all powers which may be necessary or desirable to manage the assets, business, and affairs of the Company by and through the Manager, including the power to exercise on behalf and in the name of the Company all of the powers described in the Act and to do and perform all acts as may be necessary or appropriate to the conduct or furtherance of the business of the Company.

3.2. Members' Authority. The Members shall have no power to participate in the management of the Company except as expressly authorized by this Agreement or the Articles and except as expressly required by the Act in a provision that is not or cannot be altered by this Agreement. Unless expressly and duly authorized in writing to do so by the Manager, no Member shall have any power or authority to bind or act on behalf of the Company in any way, to pledge its credit, or to render it liable for any purpose.

3.3. Performance of Duties. The Manager shall, however, devote such time, effort, and skill as Manager deems appropriate, in Manager's discretion, for the operation of the Company and the management of its affairs. Manager may delegate some or all of its duties to the officers of the Company (see Section 3.8 hereof), in Manager's discretion. The Manager may rely on information, opinions, reports, or statements of one or more officers, employees, or other agents of the Company whom the Manager believes to be reliable and competent, including any attorney, accountant, or other professional.

3.4. Payments to the Manager. The Manager may receive compensation for performing management duties, in such amounts as are determined in good faith by the Manager to be reasonable under the circumstances. Manager shall also be entitled to reimbursement of Manager's reasonable out-of-pocket expenses in connection with the performance of management duties.

3.5. Limited Liability. No person who is a Manager or officer of the Company may be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise, by virtue of being on the Manager or one of the officers of the Company. Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any

Member, unless the loss or damage is the result of fraud, intentional misconduct, or an intentional violation of law by the Manager.

3.6. Resignation, Withdrawal or Removal of the Manager. The Manager shall cease to be a Manager, for all purposes, upon the Manager's death, disability or withdrawal as a Manager or if the Manager is removed as a Manager by the vote of a of Members holding a majority of the Units entitled to vote. Upon the occurrence of any of the foregoing events, if a Manager is also a Member, such Manager shall have only the rights and responsibilities of a Member who is not a Manager. If a Manager ceases to be a Manager upon the occurrence of any of the events specified above, a majority of the Units entitled to vote may elect a new Manager, who may but need not be a Member of the Company. Notwithstanding the foregoing, Brown may not be removed as the Manager under any circumstances unless a majority of the Units entitled to vote (excluding any Units owned by Brown) establishes, pursuant to a formal judgment in a court of law, that Brown has committed fraud pertaining to the performance of his duties as Manager under this Agreement (a "**Manager Fraud Claim**") (for purposes of clarity, a Manager Fraud Claim shall not be subject to arbitration pursuant to Section 13.6.2).

3.7. Acts of Manager as Conclusive Evidence of Authority. Any note, mortgage, evidence of indebtedness, contract, certificate, statement, conveyance, or other instrument in writing, and any assignment or endorsement thereof, executed or entered into between the Company and any other person, when signed by the Manager, is not invalidated as to the Company by any lack of authority of the Manager in the absence of actual knowledge on the part of the other person that the Manager had no authority to execute the same.

3.8. Officers. To facilitate the operation of the Company, the Manager may elect to appoint officers of the Company to carry out such duties as may be delegated to them from time to time by the Manager. Such officers may include a President, a Vice-President, a Chief Financial Officer, a Chief Operations Officer, and a Secretary. The officers shall serve at the pleasure of the Manager, subject to all rights, if any, of an officer under any contract of employment. Any individual may hold any number of offices and no officer need be a member of the Company. The officers may exercise such powers and perform such duties as are specified in this Agreement and as determined from time to time by the Manager. Any delegation pursuant to this Section may be revoked at any time by the Manager.

ARTICLE 4

MEMBERSHIP; MEMBER VOTING RIGHTS AND MEETINGS

4.1. Membership Interests. A Member's ownership interest in the Company shall be expressed as a number of "Units," whether whole or fractional, issued by the Company and as provided for herein. Each Member shall have the rights and powers with respect to such Member's ownership interest solely as set forth in this Agreement.

4.2. No Liability. No Member will be personally liable for any debt, obligation, or liability of the Company, whether that debt, obligation, or liability arises in contract, tort, or otherwise, except as provided by law or as specifically provided otherwise herein. All persons dealing with the Company will have recourse solely to the assets of the Company for the payment of the debts, obligations or liabilities of the Company.

4.3. Voting Rights. Except as expressly provided in this Agreement, the Articles or as otherwise mandated by applicable law (in a provision that is not or cannot be altered by this Agreement), the Members shall have no voting, approval, or consent rights or any rights to call meetings of the Members. Except as otherwise required in this Agreement, a vote, consent or approval of Members holding a majority of the Units entitled to vote shall be sufficient to authorize or approve all matters in which a vote, approval or consent of the Members is required. The vote of any Member who is also the Manager shall be counted for all purposes.

4.4. Meetings. No regular, annual or special or other meetings of the Members are required to be held. If held, written notice of any meeting of Members shall be sent or otherwise given to each Member not less than five (5) nor more than thirty (30) days before the date of the meeting. The notice shall specify the place, date and hour of the meeting and the general nature of the business to be transacted. Notwithstanding anything in the Act to the contrary, a meeting shall be held only when called (a) by the Manager or (b) by Members holding at least ten percent (10%) of the outstanding Units and only with respect to matters on which Members may vote. Any action that may be taken at a meeting of the Members may be taken without a meeting by written consent in accordance with the Act. Any Member may waive notice of or attendance at any meeting, or may attend by telephone or any other electronic communication device.

4.5. Action Without Meeting. Any action that is required or permitted to be taken at any meeting of the Members may be taken without a meeting if written consent setting forth the action to be taken is signed by the Members holding at least the minimum number of Units necessary to authorize or take such action at a meeting at which all the Members entitled to vote thereon were present and voted. Any action taken hereunder shall have the same force as an affirmative vote of the Members. All such consents shall be filed with the Manager or the secretary, if any, of the Company and shall be maintained in the Company records.

4.6. Record Date. In order that the Company may determine the Members of record entitled to notices of any meeting or to vote, or entitled to receive any distribution or to exercise any rights in respect of any distribution or to exercise any rights in respect of any other lawful action, the Manager may fix, in advance, a record date, that is not more than sixty (60) days or less than ten (10) days prior to the date of the meeting and not more than sixty (60) days prior to any other action. If no record date is fixed:

4.6.1. The record date for determining Members entitled to notice of or to vote at a meeting of Members shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held;

4.6.2. The record date for determining Members entitled to give consent to Company action in writing without a meeting shall be the day on which the first written consent is given;

4.6.3. The record date for determining Members for any other purpose shall be at the close of business on the day on which the Manager adopts the resolution relating to such other purpose, or the 60th day prior to the date of the other action, whichever is later;

4.6.4. The determination of Members of record entitled to notice or to vote at a meeting of Members shall apply to any adjournment of the meeting unless a Manager or the Members who called the meeting fix a new record date for the adjourned meeting, but the Manager or the Members who called the meeting shall fix a new record date if the meeting is adjourned for more than forty-five (45) days from the date set for the original meeting.

ARTICLE 5

TRANACTIONS WITH AFFILIATES; BUSINESS OPPORTUNITIES

5.1. Transactions with Affiliates. The Members hereby acknowledge and agree that the Company, in the course of its business activities, may enter into contracts, agreements or other business dealings with the Members, the Manager, or Affiliates of the Members or Manager (any such contract, agreement or business dealing, an "**Affiliate Transaction**") provided all such contracts and agreements with Affiliates contain provisions and conditions which in the aggregate are substantially no less favorable to the Company than the provisions and conditions which could be obtained from persons which are not Affiliates of Members or Manager.

5.2. Outside Businesses. Unless otherwise agreed to in writing with the Company, the Manager, any Member and any Affiliate of any Member or the Manager may engage in or possess an interest in other profit-seeking or business ventures of any kind, nature or description, independently or with others, whether or not the ventures are competitive with the Company and the doctrine of corporate opportunity, or any analogous doctrine, will not apply. No Member, Manager or Affiliate of any Member or the Manager who acquires knowledge of a potential transaction, agreement, arrangement or other matter that may be an opportunity for the Company will have any duty to communicate or offer the opportunity to the Company, and will not be liable to the Company or to any Member for breach of any fiduciary or other duty by reason of the fact that such person (or entity) pursues or acquires for, or directs the opportunity to another person (or entity) or does not communicate the opportunity or information to the Company. Neither the Company nor any Member, Manager or Affiliate of the foregoing will have any rights or obligations by virtue of this Agreement or the relationship created hereby in or to the independent ventures or the income or profits or losses derived therefrom, and the pursuit of the ventures, even if competitive with the activities of the Company, will not be deemed wrongful or improper.

ARTICLE 6

DISTRIBUTIONS

6.1. Distributable Cash. When and as determined by Manager in Manager's discretion, Distributable Cash shall be distributed to the Members pro rata in proportion to their holdings of Units or, if there are classes of Units, then each Unit shall receive distributions pro rata based on the class of such Units. For purposes of this Agreement, "**Distributable Cash**" means the amount of cash or other property the Manager deems available for distribution to the Members, in Manager's sole discretion, taking into account all current, future, and reasonably anticipated Company debts, liabilities, and obligations and amounts that the Manager deems necessary to place into reserves (a) for future claims, debts, liabilities, and obligations with respect to the Company's business, and (b) to reinvest in the business of the Company to facilitate future growth. All distributions will be made only to the persons who, according to the books and records of the

Company, are the holders of record of the Units in respect of which such distributions are made on the actual date of distribution. Neither the Company nor the Manager shall incur any liability for making distributions in accordance with this ARTICLE 6.

6.2. Form of Distribution. A Member, regardless of the nature of the Member's contribution to the capital of the Company, may not demand or receive distributions from the Company in any form other than money. No Member may be compelled to accept from the Company a distribution of any asset in kind in lieu of a distribution of money being made to other Members. Except as provided in ARTICLE 10, on dissolution and the winding up of the Company, no Member may be compelled to accept a distribution of any asset in kind.

6.3. Restriction on Distributions. No distribution may be made if, after giving effect to the distribution, the Company would not be able to pay its debts as they become due in the usual course of business.

6.4. Return of Distributions. Except for distributions made in violation of the Act or this Agreement, no Member is obligated to return any distribution received from the Company or pay the amount of any distribution received from the Company for the account of the Company or to any creditor of the Company.

6.5. Withholding. The Company may withhold distributions or portions thereof if it is required to do so by any applicable rule, regulation, or law, and each Member hereby authorizes the Company to withhold from or pay on behalf of or with respect to such Member any amount of federal, state, local or foreign taxes that the Manager determines that the Company is required to withhold or pay with respect to any amount distributable or allocable to such Member pursuant to this Agreement. If at any time the amount required to be withheld exceeds the amount that would otherwise be distributed to the Member to whom the withholding requirement applies, any such excess shall be deemed to be an interest free advance to the Member receiving such excess distributions, payable to the Company from subsequent distributions as made. Any amount withheld with respect to a Member shall be treated as though it had been distributed to that Member under Section 6.1 for all purposes of this Agreement. Each Member will furnish the Manager with such information as may reasonably be requested by the Manager from time to time to determine whether withholding is required, and each Member will promptly notify the Manager if such Manager determines at any time that it is subject to withholding.

ARTICLE 7

BOOKS AND RECORDS; ACCOUNTING

7.1. Books and Records. The books and records of the Company shall be maintained at the Company's principal place of business and in accordance with the requirements of Section 17701,13(d) of the Act. The books and records of the Company shall reflect all Company transactions and shall be appropriate and adequate for the Company's business.

7.2. Accounting Decisions. All decisions as to accounting matters, except as otherwise specifically set forth herein, will be made by the Manager who may rely on the advice of accountants as to whether such decisions are in accordance with accounting methods followed for federal income tax purposes.

7.3. Tax Classification. The Members intend that the Company shall be taxed as a c-corporation (a "**C Corporation**") subject to taxation pursuant to Subchapter C of Chapter I of the United State Internal Revenue Code of 1986, as amended (the "**Code**"). The Company shall make all elections to be taxed as a C Corporation for federal and state income tax purposes, effective as of the date of this Agreement and at all times thereafter. As a result of such election, the Company and each of the Members shall treat all outstanding Units as stock in a corporation for U.S. Federal income tax purposes and each Member that meets the requirements for applicability of Section 351 of the Code to its acquisition of such stock as having acquired such stock in a transaction governed by Section 351 of the Code. All decisions as to tax elections and accounting matters shall be made by the Manager; provided, that the Company shall make no elections or taken any actions inconsistent with its being treated as a C Corporation for federal and state income tax purposes.

ARTICLE 8

TRANSFER OF INTERESTS

8.1. Transfer and Assignment of Interests.

8.1.1. No Member may transfer, assign, exchange, convey, sell, encumber, or in any way alienate (each of the foregoing constituting a "**Transfer**") any of its Units except as permitted in this ARTICLE 8. Transfers in violation of this Article are void and of no effect. In addition to the requirements set forth in this ARTICLE 8, Transfers of Units may only be made upon receipt of proper Transfer instructions from the registered holder of the Units being Transferred or by such person's attorney lawfully constituted in writing, and upon compliance with appropriate procedures for transferring Units as provided herein and as also may be required by Manager in Manager's reasonable discretion. After the consummation of any permitted Transfer, the Unit(s) so Transferred continue to be subject to the terms, provisions, and conditions of this Agreement and any further Transfers must comply with all of the terms, provisions, and conditions of this Agreement, including this Article.

8.1.2. A Member may Transfer Units to (a) the Company or Company's designee; (b) the parents, siblings, spouse or children of a Member, (c) if such Member is an entity, an Affiliate of such Member, and (d) any other person or entity with the written consent of the Manager, in Manager sole and absolute discretion (each, a "**Permitted Transfer**"). A Member making a Permitted Transfer shall not be required to comply with Sections 8.2 and 8.6, as applicable but must notify the Manager of the Transfer in writing at least ten (10) days prior to making such Transfer, which notice must include proof satisfactory to Manager that the Transfer constitutes a Permitted Transfer (unless Manager, in its discretion, determines to waive such requirement). As used in this Agreement, "**Affiliate**" means as to any person or entity, another person or entity controlling, controlled by or under common control with such person or entity, as determined in good faith by the Manager. If a Member is an entity, such Member shall be deemed to have Transferred its Units if such Member directly or indirectly transfers the power to direct or cause the direction of the management and policies of such Member, whether through the ownership of voting securities or by contract or otherwise.

8.1.3. Upon the occurrence of any Transfer, including a Permitted Transfer, the transferee (the "**Transferee**") may not become a substitute Member unless the requirements of Section 8.3 are met. Any Transferee who does not become a substitute Member may not vote or

participate in the management and affairs of the Company or become or exercise any of the rights of a Member, other than to receive, to the extent Transferred, the distributions of money or other property, to which the Transferor Member would be entitled.

8.2. Right of First Refusal. In addition to the other limitations and restrictions set forth in this ARTICLE 8, except with respect to Permitted Transfers or transfers of Units by involuntary means, including due to death and adjudication of incompetency, no Member shall Transfer Units (for purposes of this Section 8.2, the "**Offered Units**") unless such Member (for purposes of this Section 8.2, the "**Seller**") first offers to sell the Offered Units pursuant to the terms of this Section 8.2.

8.2.1. No Transfer may be made under this Section 8.2 unless the Seller has received a bona fide written offer (the "**Purchase Offer**") from a Person (for purposes of this Section 8.2, the "**Purchaser**") to purchase the Offered Units for a purchase price (for purposes of this Section 8.2, the "**Offer Price**") denominated and payable in United States dollars at closing or according to specified terms, with or without interest, which offer shall be in writing signed by the Purchaser and shall be irrevocable for a period ending no sooner than the day following the end of the Offer Period, as hereinafter defined.

8.2.2. Prior to making any Transfer that is subject to the terms of this Section 8.2, the Seller shall give to the Company written notice (the "**Offer Notice**") which shall include a copy of the Purchase Offer and an offer (the "**Firm Offer**") to sell the Offered Units to the Company or Company's designee (the "**Offeree**") for the Offer Price, payable according to the same terms as those contained in the Purchase Offer, provided that the Firm Offer shall be made without regard to the requirement of any earnest money or similar deposit required of the Purchaser prior to closing, and without regard to any security (other than the Offered Units) to be provided by the Purchaser for any deferred portion of the Offer Price.

8.2.3. The Firm Offer shall be irrevocable for a period (the "**Offer Period**") ending at 11:59 p.m., local time at the Company's principal place of business, on the thirtieth (30^{th}) day following the day of the Offer Notice.

8.2.4. At any time during the Offer Period, the Offeree may accept the Firm Offer as to all of the Offered Units, by giving written notice of such acceptance to the Seller. If the Offeree does not accept the Firm Offer as to all of the Offered Interest during the Offer Period, the Firm Offer shall be deemed to be rejected in its entirety.

8.2.5. If the Firm Offer is accepted, the closing of the sale of the Offered Units shall take place within sixty (60) days after the Firm Offer is accepted or, if later, the date of closing set forth in the Purchase Offer. The Seller and Offeree shall execute such documents and instruments as may be necessary or appropriate to effect the sale of the Offered Interest pursuant to the terms of the Firm Offer and this Section 8.2.

8.2.6. If the Firm Offer is not accepted in the manner hereinabove provided, the Seller may sell the Offered Units to the Purchaser at any time within sixty (60) days after the last day of the Offer Period, provided, however, that such sale shall be made on terms no more favorable to the Purchaser than the terms contained in the Purchase Offer and provided, further, that such sale complies with other terms, conditions, and restrictions of this Agreement that are not expressly made

inapplicable to sales occurring under this Section 8.2. If the Offered Units is not sold in accordance with the terms of the preceding sentence, the Offered Units shall again become subject to all of the conditions and restrictions of this Section 8.2.

8.3. Substitution of Members. A Transferee of Units (including Permitted Transferees) may become a substitute Member only if (i) for any Transfer other than to a Permitted Transferee, the Manager consents in writing, (ii) all securities and tax requirements set forth in this Agreement are met, (iii) the Transferee executes an agreement or other instrument satisfactory to the Manager accepting, adopting, and agreeing to be bound by this Agreement, and (iv) the Transferee pays all reasonable expenses of the Company (including attorneys' fees) incurred in connection with the Transferee's admission as a substitute Member. The admission of a substitute Member does not release the Transferor Member from any liability the Transferor Member may have to the Company or the other Members.

8.4. Further Restrictions on Transfer. In addition to any other restrictions on transfer in this Agreement or at law, no Member may Transfer any of its Units: (a) unless the Units are subsequently registered under the Securities Act of 1933 and any appropriate state securities laws (or unless the Company receives an opinion of counsel satisfactory to the Manager that an exemption from registration is available); or (b) if the Manager determines, in Manager's reasonable and good faith discretion, that the Transfer may have an adverse effect on the Company.

8.5. Rights of Legal Representatives. If a Member who is an individual dies or is adjudged by a court of competent jurisdiction to be incompetent to manage the Member's person or property, the Member's executor, administrator, guardian, conservator, or other legal representative (each, a "**Legal Representative**") may exercise all of the Member's rights for the purpose of settling the Member's estate or administering the Member's property, including any power the Member has under the Articles or this Agreement to give an assignee the right to become a Member. If a Member is a corporation, trust, or other entity and is dissolved or terminated, the powers of that Member may be exercised by the Member's Legal Representative or successor.

8.6. Drag-Along Rights. If the Members holding a majority of the outstanding Units ("**Majority Selling Group**") elect to consummate a sale of all of the Units or equity interests in the Company to any independent third party (each such transaction referred to as a "**Company Unit Sale**"), the Majority Selling Group shall notify the other Members in writing of such Company Unit Sale. Upon request by the Majority Selling Group, the Members will consent to and raise no objections to the proposed transaction, and will take all other actions reasonably necessary or desirable to cause the consummation of such Company Unit Sale on the terms proposed by the Majority Selling Group. The obligations of the Members pursuant to this Section 8.6 with respect to a Company Unit Sale are subject to the following conditions: (x) the consideration payable upon consummation of such Company Unit Sale to all of the Members shall be allocated among the Members according to their ownership of Units, and (y) upon the consummation of the Company Unit Sale, all of the Members shall receive the same form of consideration per Unit, or if there are classes of Units, then each class shall receive the same form of consideration per Unit. Each Member agrees to be bound by agreements with respect to indemnification obligations, amounts paid into escrow, amounts subject to holdbacks or amounts subject to post-closing purchase price adjustments, and agreements to appoint representatives; provided, that any such indemnification, escrow, holdback and adjustment obligations undertaken by any Member (A) shall be proportional to the share of the purchase price paid in connection with

such Company Unit Sale that is allocable to such Member and (B) shall not exceed the total amount of consideration received by such Member in connection with such Company Unit Sale (except with respect to representations and warranties relating solely to, or covenants entered into solely by, such Member, including representations as to title to Units or any non-compete). To the extent that a Member does not take any actions when requested by the Manager pursuant to this Section 8.6, each such Member hereby constitutes and appoints the members of the Majority Selling Group as such Member's true and lawful attorney-in-fact and authorizes the attorney-in-fact to execute on behalf of such Member any and all documents and instruments which the attorney-in-fact deems necessary and appropriate in connection with the Company Unit Sale. The foregoing power of attorney is irrevocable and is coupled with an interest.

ARTICLE 9

CONSEQUENCES OF DISSOCIATION EVENT OF MEMBER

9.1. Dissociation Event. The Company shall not dissolve upon the occurrence of a Dissociation Event. If a Member suffers a Dissociation Event, the Dissociated Member shall become an Economic Interest Owner (as defined below) only and shall no longer be entitled to vote or participate in the management or control of the Company or to demand information except as specifically required hereunder with respect to Economic Interest Owners. Notwithstanding any provision of the Act to the contrary, no Member or Dissociated Member shall be entitled to receive any cash or assets from the Company upon the occurrence of a Dissociation Event.

9.2. Definitions. As used herein, these terms have the following meanings:

9.2.1. "**Dissociated Member**" shall mean any Member who suffers a Dissociation Event.

9.2.2. "**Dissociation Event**" shall mean with respect to any Member, an event which terminates the continued membership of such Member, including, without limitation, the withdrawal, expulsion, bankruptcy, dissolution, or death of such Member.

9.2.3. "**Economic Interest**" shall mean a Member's right to share in the distributions of the Company's assets pursuant to this Agreement and the Act, but shall not include any other rights of a Member, including, without limitation, the right to vote or participate in the management, or except as provided in the Act, any right to information concerning the business and affairs of the Company.

9.2.4. "**Economic Interest Owner**" shall mean the owner of an Economic Interest who is not a Member.

9.3. Right of Purchase. If any Member suffers a Dissociation Event, such Dissociated Member's Units shall be subject to the purchase rights set forth herein. Upon a Dissociation Event, the Dissociated Member or its Legal Representative shall provide written notice to the Manager of the occurrence of a Dissociation Event ("**Dissociation Event Notice**"). At any time after a Dissociation Event, but not later than sixty (60) days after the Manager' s receipt of the Dissociation Event Notice, the Company, in the Manager' s sole discretion, shall have the right and option to purchase all of the Dissociated Member's Units. To exercise such option, Company

shall provide written notice to the Dissociated Member or its Legal Representative, as applicable ("**Selling Party**") of Company's election to purchase the Dissociated Member's Units ("**Dissociation Exercise Notice**"). The Manager may assign such purchase right to any person, including Affiliates of the Manager, in Manager' s sole discretion (the Company and any such assignee, the "**Purchasing Party**"). The purchase price ("**Purchase Price**") shall be the fair-market value of the Dissociated Member's Units which shall be determined by the Manager in Manager's good faith discretion. The Purchase Price shall be paid, in the sole discretion of Manager, either (i) entirely in cash, or (ii) in installments, with an initial cash payment toward the Purchase Price not less than twenty percent (20%) of the Purchase Price and the balance of the Purchase Price amortized, and payable, over a term of not more than three (3) years. The deferred balance of the Purchase Price shall be evidenced by a promissory note executed by the Purchasing Party and delivered to the Selling Party at the time of the initial payment toward the Purchase Price. The promissory note (i) shall bear interest at the rate per annum equal to the Bank of America N.T. & S.A. reference rate in effect as of the date of the promissory note, plus one percentage point; (ii) shall require payment of equal quarterly installments of principal and interest until the final payment thereon; (iii) shall expressly permit prepayments without penalty; (iv) shall require acceleration of the entire unpaid balance of principal and interest upon the earlier of any default in the payment of principal or interest thereunder, if such default is not cured within fifteen (15) days after receipt of written notice of default, or upon dissolution of the Company; and (v) otherwise shall contain then commercially reasonable terms and conditions. Notwithstanding the foregoing, under no circumstances shall the interest payable under the note exceed the limitations imposed at such time by applicable law. The closing for the purchase and sale of the Dissociated Member's Units shall occur at the Company' s principal place of business at 10:00 a.m. no later than ninety (90) days after the Manager' s receipt of the Dissociation Event Notice, unless such day is a weekend or national holiday, in which event, the closing will occur on the next business day. At the closing, the Selling Party shall deliver to the Purchasing Party (in form and substance reasonably acceptable to the Purchasing Party) and a duly executed assignment of Units (with certificate(s) evidencing such Units, if any). Upon request of the Purchasing Party concurrently therewith or at any time and from time to time thereafter, the Selling Member also shall execute and deliver such other documents and instruments as the Purchasing Party determines are necessary or desirable to consummate the closing and to transfer ownership, title and control of the Dissociated Member's Units to the Purchasing Party. At the closing, the Purchasing Party shall deliver to the Selling Member the cash portion of the Purchase Price in immediately available funds and, as applicable, the promissory note described herein for the Dissociated Member's Units.

ARTICLE 10

DISSOLUTION AND WINDING UP

10.1. Dissolution Events. The Company will be dissolved, its assets disposed of, and its affairs wound up upon the first to occur of the following:

10.1.1. The entry of a decree of judicial dissolution pursuant to Section 17707.03 of the Act;

10.1.2. The sale or other disposition of all or substantially all of the assets of the Company; or

10.1.3. The written consent to dissolve the Company of the Manager and of the Members holding a majority of the Units entitled to vote.

A Dissociation Event of a Member who is an individual or the dissolution of a Member that is an entity shall not give rise to the dissolution of the Company.

10.2. Winding Up. Upon the dissolution of the Company, the Company's assets shall be disposed of and its affairs wound up.

10.3. Distributions in Kind. Any non-cash asset distributed to one or more Members must first be valued at its fair market value. The amount distributed to each Member receiving an interest in the distributed asset is the fair market value of such interest (net of any liability secured by the asset that such Member assumes or takes subject to). The fair market value of the asset shall be determined by the Manager in good faith.

10.4. Order of Payment of Liabilities upon Dissolution.

10.4.1. After determining that all known liabilities of the Company including debts and liabilities to Members who are creditors of the Company, have been paid or adequately provided for, and subject to the provisions of Section 6.5, the remaining assets will be distributed to the Members in accordance with their distributed to the Members pro rata in accordance with their respective Units. The liquidating distributions must be made by the end of the Company's taxable year in which the Company is liquidated or, if later, within ninety (90) days after the date of the liquidation.

10.4.2. The payment of a debt or liability, whether the whereabouts of the creditor is known or unknown, will be deemed to have been adequately provided for if the Company has complied with either of the following: (a) The payment of the debt or liability has been assumed or guaranteed in good faith by financially responsible person(s) or entities, and the provisions, including financial responsibility, was determined in good faith and with reasonable care by the Manager to be adequate at the time of any distribution of the assets hereunder; or (b) the amount of the debt or liability has been deposited by the Company into an account for that purpose. This Section 10.4.2 is not intended to prescribe the exclusive means of making adequate provision for the payment of debts and liabilities as required by the Act. The Manager may make other arrangements reasonably calculated to provide for the payment of debts and liabilities.

10.5. Limitations on Payments Made in Dissolution. Each Member is entitled to look solely at the assets of the Company for the return of any distributions to which such Member is entitled and will have no recourse for the return of the Member's investment or the receipt of distributions to which such Member is entitled hereunder (upon dissolution or otherwise) against the Manager or any other Member, except for fraud, intentional misconduct, or an intentional violation of law.

10.6. Certificate of Cancellation. As soon as possible following the occurrence of any of the events resulting in the dissolution of the Company, the Manager shall execute a Certificate of Dissolution in such form as shall be prescribed by the California Secretary of State and file the Certificate as required by the Act.

ARTICLE 11

INDEMNIFICATION AND INSURANCE

11.1. Indemnification of Agents. The Company shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he, she or it is or was a Member, Manager, advisor, officer, employee or other agent of the Company or that, being or having been such a Member, Manager, advisor, officer, employee or agent, he, she or it is or was serving at the request of the Company as a manager, director, officer, employee or other agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise (all such persons being referred to hereinafter as an "**Agent**"), to the fullest extent permitted by applicable law in effect on the date hereof and to such greater extent as applicable law may hereafter from time to time permit. The Company shall be authorized to enter into indemnity agreements from time to time with any person entitled to be indemnified by the Company hereunder, upon such terms and conditions as the Company deems appropriate in its business judgment. The Members acknowledge that certain debt of the Company has been, and may be in the future be, personally guaranteed or cosigned by the Manager, and that any indemnity agreement entered into between the Company and Manager may indemnify Manager for personal liability incurred by Manager with respect to any such Company debt. The Company may defend an Agent with respect to allegations of gross negligence or willful misconduct, but the Company shall have no duty to indemnify an agent in connection with any acts or omissions constituting gross negligence or willful misconduct.

11.2. Insurance.

11.2.1. The Company may secure in its own name and at its own expense, key man, life, and/or disability insurance policies upon the life of any of the Members. None of the Members, nor any of their respective family members, heirs, or beneficiaries shall be entitled to the proceeds thereof. Such insurance shall be available to the Company to offset any payments due to any Member under this ARTICLE 11.

11.2.2. The Company shall have the power to purchase and maintain insurance on behalf of the Manager and any Agent of the Company against any liability asserted against such Agent and incurred by such Agent in any such capacity, or arising out of such party's status as an agent, whether or not the Company would have the power to indemnify such Agent against such liability under the provisions of Section 11.1 or under applicable law.

ARTICLE 12

INVESTMENT REPRESENTATIONS; REPURCHASE RIGHT

Each Member (by executing this Agreement, a counterpart hereof, a subscription agreement, a joinder agreement, or other instrument agreeing to be bound by this Agreement) hereby represents and warrants to, and agrees with, the Manager, the other Members and the Company as follows:

12.1. Investment Due Diligence. The Member: (a) has received and reviewed all information the Member considers necessary or appropriate for deciding whether to purchase the Units; and (b) has had an opportunity to ask questions and receive answers from the Company and

its Manager regarding the terms and conditions of purchase of the Units and the business, financial affairs, and other aspects of the Company and has further had the opportunity to obtain all information which it deems necessary to evaluate the investment and to verify the accuracy of information otherwise provided such Member. The Member has had the opportunity to consult with the Member's own professional advisors regarding all legal matters concerning an investment in the Company and the tax consequences of participating in the Company, and has done so, to the extent the Member considers necessary.

12.2. No Representations by the Company. Neither the Manager, any other Member, any agent or any employee of the Company or of the Manager, or any other person has at any time expressly or implicitly represented, guaranteed, or warranted to the Member that the Units may be may freely transferred, that a percentage of profit or amount or type of consideration will be realized as a result of an investment in the Units, that past performance or experience on the part of any of the Manager or its Affiliates or any other person in any way indicates the predictable results of the ownership of the Units or of the overall business of the Company, that any cash distributions from the Company's operations or otherwise will be made to the Members by any specific date or will be made at all, or that any specific tax benefits will accrue as a result of an investment in the Company.

12.3. Investment Intent. The Member is acquiring Units for investment purposes, for the Member's own account only, and not with a view to or for sale in connection with any distribution of all or any part of the Units being purchased. No other person will have any direct or indirect beneficial interest in or right to the Units being purchased.

12.4. Economic Risk. The Member is financially able to bear the economic risk of the Member's investment in the Units, including the total loss of such investment. The Member acknowledges that the purchase of Units is a speculative investment which involves a substantial degree of risk of loss of the Member's entire investment in the Company, that the Member understands and takes full cognizance of the risks related to the purchase of the Units.

12.5. No Registration of Units. The Member acknowledges having been advised that the Units have not been registered under the Securities Act of 1933, or qualified under the any applicable blue sky laws.

12.6. Units are Restricted Securities. The Member understands that the Units are a "restricted security" under the Securities Act of 1933 in that the Units will be acquired from the Company in a transaction not involving a public offering, and that the Units may be resold without registration under the Securities Act of 1933 only in certain limited circumstances and that otherwise the Units must be held indefinitely.

12.7. No Disposition in Violation of Law. Without limiting the representations set forth above or the other provisions of this Agreement, the Member will not make any disposition of all or any part of the Member's Units which will result in the violation by the Member or by the Company of the Securities Act 1933 or of any other applicable securities laws.

12.8. Restrictions on Transferability. The Member acknowledges that there are substantial restrictions on the transferability of the Units pursuant to this Agreement, that there is

no public market for the Units and none is expected to develop, and that, accordingly, it may not be possible to liquidate the investment in the Company.

12.9. Repurchase Right. If the Manager determines in good faith that a Member provided the Company with inaccurate information in connection with the Member's investment in the Company, including, without limitation, Company's decision to accept the Member's investment, or if required by any applicable law or regulation related to terrorism, money laundering, and similar activities, the Company may (but shall not be required to) repurchase the Member's Units for an amount equal to the purchase price paid for the Member's Units less any distributions made to the Member pursuant to Section 6.1.

ARTICLE 13

MISCELLANEOUS

13.1. No Third-Party Beneficiary Right. The provisions of the Agreement are intended only for the regulation of relations among the Members and the Company. The Agreement is not intended for the benefit of non-Member creditors and does not grant any rights to or confer any benefits on non-Member creditors or any other person who is not a Member except as specifically provided in this Agreement.

13.2. No Interest in Company Property: Waiver of Action for Partition. No Member or Transferee has any interest in specific property of the Company. Without limiting the foregoing, each Member and Transferee irrevocably waives during the term of the Company any right it may have to maintain an action for partition with respect to property of the Company.

13.3. Amendments. Except as provided herein, any amendment to this Agreement or the Articles must be in writing and shall require the approval of the Manager and the Members holding a majority of the Units entitled to vote. Each Member hereby expressly consents and agrees that, whenever in this Agreement it is specified that an action may be taken upon the affirmative vote or consent of less than all of the Members, such action may be so taken upon the concurrence of less than all of the Members and each Member shall be bound by the results of such action, even Members who did not vote for or consent to such amendment. Notwithstanding the foregoing, (a) no amendment to this Agreement may enlarge the obligations of any Member under this Agreement without its consent, and (b) the Manager, without the approval of any Member, may 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: (i) a change in the name of the Company, the location of the principal place of business of the Company, the registered agent of the Company or the registered office of the Company; (ii) the admission, substitution, withdrawal or removal of Members in accordance with this Agreement; (iii) a change that Manager determines to be necessary or appropriate to qualify or continue the qualification of the Company as a limited liability company under the laws of any state or to ensure that the Company will be taxed as an entity for federal income tax purposes as the Company specifically so designates; or (iv) a change that, in the sole discretion of Manager, it determines does not adversely affect the Members (including adversely affecting the holders of any particular class of Units as compared to other holders of other classes of Units) in any material respect, and either is determined to be (A) necessary or appropriate to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any federal or state agency or

judicial authority or contained in any federal or state statute, or (B) necessary or reasonable to effect the intent of the provisions of this Agreement. Each Member covenants, on its own behalf, and on behalf of its successors, assigns, heirs and personal representatives, to execute and deliver with acknowledgment or affidavit, if required, all documents and writings that may be necessary or appropriate to effectuate amendments pursuant to this Section 13.3.

13.4. Further Assurances. Each party to this Agreement shall execute and deliver all instruments and documents and take all actions as may be reasonably required or appropriate to carry out the purposes of this Agreement.

13.5. Power of Attorney. Each Member, by executing this Agreement, hereby constitutes and appoints the Manager, as such Member's attorney-in-fact, with full power and authority to act in its name and on its behalf in the execution, acknowledgment and filing of documents relating to the Company and its business ("**Power of Attorney**"), including without limitation the following: (a) any amendments to this Agreement (subject to the provisions of Section 13.3 above); (b) any instrument which may be required to be filed by the Company under appropriate state law or by any governmental agency or which the Manager deems advisable to file; and (c) any documents which may be required to be filed by the Company in connection with the admission of substitute or additional Members, or the dissolution and termination of the Company, provided such continuation or dissolution and termination are in accordance with the terms of this Agreement. Each Member further acknowledges that, by executing this Agreement, the Power of Attorney granted to the Manager pursuant to this Section 13.5: (i) is a special power of attorney coupled with an interest, is irrevocable, and shall survive the death or dissolution of the Member, (ii) may be exercised by the Manager either by signing separately as attorney-in-fact for each Member or, after listing all of the Members, executing any instrument by a single signature of the Manager acting as attorney-in-fact for all of them, and (iii) shall survive the delivery of an assignment by a Member of the whole or any portion of its ownership interest in the Company; except that where the assignee of the whole of a Member's Units has been approved by the Manager for admission to the Company as a substitute Member, the Power of Attorney of the assignor shall survive the effective date of such substitution for the sole purpose of enabling the Manager to execute, acknowledge, and file any instrument necessary to effect such substitution.

13.6. Governing Law; Dispute Resolution.

13.6.1. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of California, irrespective of California's choice-of-law principles.

13.6.2. Arbitration. Except where specific performance is permitted by this Agreement or with respect to a Manager Fraud Claim, arbitration constitutes the sole and exclusive remedy for the settlement of any dispute or controversy concerning this Agreement or the rights of the parties to this Agreement, including whether such dispute or controversy is arbitrable. The arbitration proceeding will be conducted in San Diego, California, before a single arbitrator. The arbitration shall be administered by JAMS under the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time a demand for arbitration is made. To the extent there is any conflict between the rules of the JAMS and this arbitration clause, this clause will govern and determine the rights of the parties. The decision of the arbitrator, including but not limited to the determination of the amount of any damages suffered or the right to an injunction, will be exclusive, final, and

binding on all parties, their heirs, executors, administrators, successors, and assigns, as applicable, and judgment thereon may be entered in any court of competent jurisdiction. The costs of arbitration, including administrative fees, fees for a record and transcript, and the arbitrator's fees, as well as reasonable attorneys' fees will be awarded to the party determined by the arbitrator to be the prevailing party.

13.6.3. Venue and Jurisdiction. Except as provided in Section 13.6.2, all actions and proceedings arising in connection with this Agreement (including a Manager Fraud Claim) must be tried and litigated exclusively in the State and Federal courts located in the County of San Diego, State of California, which courts have personal jurisdiction and venue over each of the parties to this Agreement for the purpose of adjudicating all matters arising out of or related to this Agreement. Each party authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this Section by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices set forth in this Agreement.

13.7. Counterparts/Signatures/Exhibits. This Agreement may be executed in any number of counterparts, each of which is deemed an original and all of which together constitute one document. A signature received via facsimile, e-mail, .pdf or other electronic signature shall be as legally binding for all purposes as an original signature. All exhibits and schedules attached to and referenced in this Agreement are incorporated into this Agreement.

13.8. Time of Essence. Time and strict and punctual performance are of the essence with respect to each provision of this Agreement.

13.9. Interpretation. Whenever the context so requires in this Agreement, all words used in the singular may include the plural (and vice versa) and the word "person" includes a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity. The terms "includes" and "including" do not imply any limitation. No remedy or election under this Agreement is exclusive, but rather, to the extent permitted by applicable law, each such remedy and election is cumulative with all other remedies at law or in equity. The Section headings in this Agreement: (a) are included only for convenience, (b) do not in any manner modify or limit any of the provisions of this Agreement, and (c) may not be used in the interpretation of this Agreement. Each provision of this Agreement is valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement (or the application of such provision to any person or circumstance) is or becomes invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, are not affected by such invalidity or unenforceability.

13.10. Successors-in-Interest and Assigns. Subject to the restrictions on transferability contained in this Agreement, this Agreement, including any amendment to this Agreement in compliance with Section 13.3, is and shall be binding upon and shall inure to the benefit of the successors-in-interest and assigns of each party to this Agreement.

13.11. Notices. All notices and other communications provided for herein must be in writing and must be delivered by hand or overnight courier service, mailed by certified or registered mail, or e-mailed, (a) if to the Company, to the address of the Company set forth below its name on the Signature Page hereto, or (b) if to a Member, the address of the Member set forth in the Company books and records. Notices sent by hand delivery or overnight courier service, or

mailed by certified or registered mail, will be deemed to have been given when received (except that, if not given during normal business hours for the recipient, will be deemed to have been given at the opening of business on the next business day for the recipient). Notices by email will be deemed to have been given when sent in accordance with this Section. Each party shall make a reasonable, good faith effort to ensure that it will accept or receive notices to it that are given in accordance with this Section (which shall include the obligation of each Member to designate the Company's email address as a "safe sender" to avoid email notices being diverted to a spam filter). A party may change its address for purposes of this Section by giving the other party(ies) written notice of a new address in the manner set forth above.

13.12. Waiver. Any waiver of a default or provision under this Agreement must be in writing. No such waiver constitutes a waiver of any other default or provision concerning the same or any other provision of this Agreement. No delay or omission by a party in the exercise of any of its rights or remedies constitutes a waiver of (or otherwise impairs) such right or remedy. A consent to or approval of an act does not waive or render unnecessary the consent to or approval of any other or subsequent act.

13.13. Drafting Ambiguities. Each party to this Agreement has had the opportunity to have its legal counsel review and revise this Agreement. The rule of construction that ambiguities are to be resolved against the drafting party or in favor of the party receiving a particular benefit under an agreement may not be employed in the interpretation of this Agreement or any amendment to this Agreement.

13.14. Entire Agreement. This Agreement (including any a subscription agreement, a joinder agreement, or other instrument agreeing to be bound by this Agreement) and the Articles constitute the complete and exclusive statement of agreement among the Members and Company with respect to the subject matter herein and therein and replace and supersede all prior written and oral agreements or statements by and among the Members and the Company. No representation, statement, condition or warranty not contained in this Agreement or the Articles will be binding on the Members or the Company or have any force or effect whatsoever. To the extent that any provision of the Articles conflict with any provision of this Agreement, the Articles shall control. For purposes of clarity, this Agreement shall not replace any subscription documents entered into by a Member with respect to an investment in the Company, provided, however, if there is any discrepancy between any of the subscription documents and this Agreement, this Agreement shall control.

13.15. Spousal Consent. As a condition precedent to the admission into membership of each married Member, such Member's spouse, at the request of Manager, shall be required to execute a consent, in a form deemed appropriate by Manager, to be bound in all respects, including as to such spouse's ownership interests, if any, in the Member's Units, to the terms of this Agreement.

13.16. Conversion to Corporate Form. At any time, if deemed advisable by the Manager, the Manager shall have the right, with no action on the part of the Members, to cause (a) the Company to be converted from a limited liability company to a C Corporation, or (b) to merge the Company into a corporation that is per se taxed as a corporation or consolidate with another entity with the resulting entity being a corporation that is per se taxed as a corporation (a "**Conversion**"), in each case solely for the purposes of converting to a corporation that is per se taxed as a

corporation and not to effect any change in ownership of the Company. Each Member further agrees that the Manager may take, without any action or further authorization of the Members, any and all actions necessary or desirable, in the discretion of the Manager, to effect such conversion, merger or consolidation, including, without limitation, preparing and filing certificates, executing agreements, making necessary or appropriate amendments to this Agreement (including terminating this Agreement or converting this Agreement into a stockholders agreement), converting Units into securities of the C Corporation or disposing of Units. The Manager shall structure the Conversion so that the relative percentage equity interests, relative voting rights and economic positions of the Members immediately prior to the Conversion will be maintained in the Conversion. In connection with the Conversion, the Company shall make or apply for all filings, permits, authorizations, consents and approvals as may be required under applicable state or federal law, or by any administrative agency or commission or other governmental regulatory authority or agency (a "**Governmental Entity**"). Each of the Members agrees to take all actions reasonably requested by the Company in order to obtain any consent, authorization, order or approval of, or any exemption by, any Governmental Entity, including making all filings required to be made or obtained by the Company or such Member in connection with the consummation of the Conversion. It shall be a condition to the consummation of the Conversion, that all filings, permits, authorizations, consents and approvals of Governmental Entities required in connection therewith have been made or obtained.

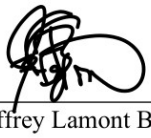
13.17. Acknowledgement Regarding Company Counsel. With respect to issues related to this Agreement, each Member acknowledges that counsel to the Company has represented the Company only and does not and will not represent any Member in the absence of a clear and explicit agreement to such effect between such Member and Company's counsel, and without such written agreement Company's counsel shall owe no duties directly to such Member.

[Signatures on Next Page]

[SIGNATURE PAGE]

The undersigned have executed this Operating Agreement agreeing to be bound hereby, effective as of the date first written above.

MEMBERS:



Jeffrey Lamont Brown



Jennifer Chen

COMPANY:



Jeffrey Lamont Brown, Manager

Company notice information:

Tallgrass Pictures, LLC
Att: Jeffrey Lamont Brown, Manager
710 13th Street (#300)
San Diego, California 92101
Email: jb@izolabakery.com

EXHIBIT A

Units Issued
(as of June 9, 2022)

MEMBERS	# OF UNITS	OWNERSHIP PERCENTAGE
Jeffrey Lamont Brown	9,600,000 Units	80%
Jennifer Chen	2,400,000 Units	20%
Total	12,000,000 Units	100%

EXHIBIT B
JOINDER AGREEMENT OF TALLGRASS PICTURES, LLC
a California limited liability company

[FORM ATTACHED]

JOINDER AGREEMENT OF TALLGRASS PICTURES, LLC

a California limited liability company

Reference is hereby made to that certain Operating Agreement of TALLGRASS PICTURES, LLC, a California limited liability company (the "Agreement"), dated as of June 9, 2022, as validly amended and delivered with this Subscription Agreement, among the Company, the Current Members, and any Other Members admitted in accordance with the terms of the Agreement.

Pursuant to the applicable admission provisions of the Agreement, the undersigned hereby acknowledges that they have received and reviewed a complete copy of the Agreement. By execution hereof, the undersigned agrees to become a party to and to be fully bound by, and subject to, all of the covenants, terms, and conditions of the Agreement as if they were an original signatory thereto as a Member. Upon satisfaction of the conditions in this Subscription Agreement , the Agreement applicable to admission of an additional Member (or Section 8.3 for a substitute Member), and the execution of the attached Membership Proxy, the undersigned shall be admitted to the Company as a Member holding the Units purchased pursuant to this Subscription Agreement.

CAPITALIZED TERMS USED HEREIN WITHOUT DEFINITION SHALL HAVE THE MEANINGS ASCRIBED THERETO IN THE AGREEMENT.

INVESTOR:

Signature: _____

Name: _____

Title: _____

Date: _____

Email: _____

Phone: _____

Address: _____

EXHIBIT C
MEMBERSHIP UNIT PROXY

[FORM ATTACHED]

MEMBERSHIP UNIT PROXY

THIS MEMBERSHIP UNIT PROXY (the "Proxy") is executed as of the date written below by the undersigned holder ("Holder') of Units of TALLGRASS PICTURES, LLC, a California limited liability company (the "Company") in favor of the Company's Manager (the "Manager").

Appointment of Proxyholder

Holder appoints the Manager, and any successor Manager of the Company, as Holder's proxyholder and attorney-in-fact, with full power of substitution, to represent Holder and to vote or consent with respect to Units owned or subsequently acquired by Holder, but only to the extent Holder is entitled, required, or permitted to vote or consent as a Member or class Member under the Company's Operating Agreement or applicable law. This Proxy authorizes the Manager to act at any meeting of Members or class of Members, any adjournment or postponement thereof, and through any written or electronic consent in lieu of a meeting.

Authorized Matters

The Manager may vote or consent on Holder's behalf regarding the approval, adoption, authorization, amendment, implementation, or consummation of any plan of conversion of the Company under Section 17710.03(b) of the California Corporations Code, together with any related transaction, document, or action.

The Manager may vote or consent on Holder's behalf regarding the approval, adoption, authorization, amendment, implementation, or consummation of any agreement or plan of merger involving the Company under Section 17710.12 of the California Corporations Code, together with any related transaction, document, or action.

In connection with any conversion or merger described above, the Manager may vote or consent on Holder's behalf regarding any matter submitted to the Members that relates to, arises from, or is necessary, appropriate, or advisable to authorize, effect, implement, or consummate the conversion or merger. This authority includes amendments to the Company's Articles of Organization, Operating Agreement, or other organizational documents; amendments to any plan, agreement, certificate, filing, or ancillary document; approval of related transactions and agreements; waivers of notices, conditions, or requirements; adjournments or postponements of meetings; and any other member or class approval, ratification, waiver, or consent.

The Manager's authority to vote or consent on Holder's behalf applies to every matter submitted to, or requiring or permitting action by, the Company's Members, including amendments, modifications, restatements, or waivers of the Company's Articles of Organization, Operating Agreement, or other organizational documents; mergers, consolidations, conversions, reorganizations, dissolutions, and windings up; sales, leases, exchanges, transfers, or other dispositions of all or substantially all of the Company's assets; financings and related transactions; issuances of additional Units or other equity interests; and any other Member or class vote, approval, waiver, ratification, election, designation, or consent.

The Manager may exercise this Proxy by attending and voting at a meeting, executing and delivering a written or electronic consent, granting any permitted waiver, or taking any other action through which a member or class member may validly vote or consent. The Manager may vote or consent for or against, abstain from voting or consenting, or condition, modify, or withhold Holder's vote or consent, in the Manager's discretion.

Duration and Revocation

This Proxy is of indefinite duration. It does not expire after 11 months or at any other specified time and remains effective until revoked by delivering a written revocation to the Company, delivering a later-dated proxy to the Company, or attending the applicable meeting and voting in person. A written revocation or later-dated proxy becomes effective only when received by the Company. Revocation by attendance and voting in person becomes effective only upon Holder's attendance and personal vote at the applicable meeting. No revocation affects any vote, consent, waiver, or other action validly taken under this Proxy before the revocation became effective.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT D
SPOUSAL CONSENT

[FORM ATTACHED]

SPOUSAL CONSENT

I, _____, am the spouse of _____, identified in the attached Joinder to the Operating Agreement ("Agreement") of TALLGRASS PICTURES, LLC, a California limited liability company ("Company"). I acknowledge and agree to the following:

1. I have read the Agreement and know its contents and provisions. I consent to my spouse's execution of the Agreement and agree to be bound by it with respect to any interest I may have in the Units, including its transfer restrictions, in accordance with Section 13.15. This consent does not itself admit me as a Member.

2. All UNITS (as defined in the Agreement) of the Company owned by my spouse, whether acquired by gift or purchase, any encumbrance thereon or debt related thereto, all distributions or other earnings on such UNITS, all proceeds from such UNITS, and all acquisitions made with such distributions or other earnings or proceeds, together with any changes in value of such property, shall be and remain my spouse's separate property asset and/or separate property debt. In addition, all contributions that enhance the value of such UNITS, whether they be contributions of capital or contributions of time, effort or skill by my spouse or me, shall not effect a change in the separate property character of such UNITS. Any such contributions that I make that enhance the value of such UNITS shall be a transmutation of interest from me to my spouse to the extent of any interest that I might otherwise retain or acquire in such UNITS by reason of such contributions. My spouse has and shall continue to have total control of his/her UNITS in the Company and has and shall continue to have the right to convey his/her UNITS without my consent.

DATED: _____

SIGNATURE: _____

PRINTED NAME: _____

EXHIBIT 1

CERTAIN RISK FACTORS

In addition to the risk disclosures in this Subscription Agreement and the Offering Materials, as amended or supplemented from time to time, investors should review the Company's official Republic Deal Page and the Company's filings on the SEC's EDGAR system. If any factual disclosure in these exhibits differs from the then-current Form C or Form C/A, the most recently filed Form C or Form C/A controls.

Investors should read Section 3 (Risk Factors) of the Form C and its applicable amendments together with this Exhibit 1. The Form C describes the Company's business, financing, Offering and investment risks. This Exhibit 1 supplements those disclosures with risks associated with the Operating Agreement and this Subscription Agreement, including Manager control, conflicts of interest, dilution, transfer restrictions, transaction participation, indemnification and dispute resolution. These summaries do not enlarge or limit the rights and obligations established by the governing agreements.

The rights and obligations of the Members are set forth principally in the Operating Agreement, which is included in or incorporated into the Offering Materials. Each investor should review the complete Operating Agreement, the then-current Form C and amendments, and this Subscription Agreement before investing.

In addition to their own investigation and examination of the Company, the Manager, the Offering Materials, the market and other risks, Investors in the Company should consider, among other things, the following (with the understanding that the inclusion of specific special considerations and risk factors in this Subscription Agreement should not be construed to imply that each area of potential risk has been described in complete detail, or that there are no other special considerations or risk factors that apply to an investment in the Company).

The Company's current business of owning and operating IZOLA artisanal bakeries and the marketing, licensing and sale of products and services using the IZOLA trade name will be referred to below as "IZOLA."

THE UNITS ARE A SPECULATIVE INVESTMENT; YOU MIGHT LOSE ALL YOUR MONEY

The Units are speculative securities. Investors could lose all of their investment if the Company fails, becomes insolvent or realizes insufficient value after satisfying creditors and other senior claims. No return is assured. See Form C Section 3 for the Company's operating history and business and expansion risks.

RISKS OF UNDERCAPITALIZATION AND ADDITIONAL CAPITAL RAISES

The Company may require additional financing, which may be unavailable or offered on unfavorable terms. New equity can dilute investors and carry rights senior to the Units; debt can consume cash and restrict operations or transactions. The Manager's issuance and implementation authority remains subject to the Operating Agreement and applicable law, as described in Section 4.2(b). See Form C Sections 3, 5 and 8 for the capital needs and financing risks.

INABILITY TO SELL YOUR INVESTMENT

The law prohibits you from selling your securities (except in certain very limited circumstances) for 12 months after you acquire them. Even after that one-year period, a host of Federal and State securities laws may limit or restrict your ability to sell your securities. Even if you are permitted to sell, you will likely have difficulty finding a buyer because there will be no established market. In addition, the Operating Agreement restricts the transfer of Units. Given these factors, you should be prepared to hold your investment indefinitely.

OFFERING PRICES ARE NOT AN INDEPENDENT VALUATION

The Purchase Price was determined by the Manager, not through an independent appraisal or an established resale market. The pricing tiers and basis for price are described in the Form C. Prior offerings and founder transfers occurred at different prices. The Offering prices may not reflect book value, liquidation value, or the price available in a future financing or liquidity event.

The use-of-proceeds allocations in the Form C are estimates and are anticipatory only. The Manager may reallocate, defer, accelerate, substitute, or discontinue any stated use and may use Offering proceeds for any lawful business purpose of the Company in the Manager's sole discretion, subject to applicable law, the Operating Agreement, and the Company's disclosure obligations. Actual uses may differ materially from the estimates.

NO REGISTRATION UNDER SECURITIES LAWS

The Units are offered in reliance on the exemption from registration under Section 4(a)(6) of the Securities Act and Regulation Crowdfunding. Public availability of the Offering and the filing of a Form C do not constitute SEC or state approval of the investment or the accuracy of the disclosures. Failure to satisfy the exemption or other applicable securities-law requirements could expose the Company to enforcement action and investor rescission or damages claims, with substantial adverse effects on the Company and remaining investors.

INCOMPLETE OFFERING INFORMATION

Title III of the JOBS Act does not require the Company to provide investors with all the information that would be required in some other kinds of securities offerings, such as a public offering of shares (for example, publicly traded firms must generally provide investors with annual audited financial statements, quarterly financial information, and other periodic disclosures). Although Title III does require extensive information, it is possible that Investors in the Company would make a different decision if they had more information.

LACK OF ONGOING INFORMATION

The Company must provide annual reports and other disclosures required by Regulation Crowdfunding, subject to the lawful termination conditions in Rule 202. Those reports are less extensive than reporting required of an Exchange Act reporting company. If a termination condition is satisfied, the Company may cease Regulation Crowdfunding annual reporting after making the required filing, which may reduce the information available to investors. Any separate rights under the Operating Agreement or nonwaivable law remain applicable.

AFFILIATE TRANSACTIONS AND CONFLICTS OF INTEREST

The Company has entered into, and may enter into additional, transactions with the Manager, Members, executives, property owners, guarantors, and other Affiliates. Those relationships create actual and potential conflicts because the Manager may negotiate, approve, administer, amend, or enforce arrangements in which the Manager or another Affiliate has a financial interest. Affiliate Transactions are disclosed at Exhibit 2, and in Form C and its exhibits. Sections 4.2(a)(i)-(ii) further define Affiliate Transactions.

OUTSIDE ACTIVITIES AND BUSINESS OPPORTUNITIES

The Operating Agreement permits the Manager, Members and Affiliates to engage in outside business activities, including activities that may compete with the Company, subject to its terms and applicable law. Those activities may divert attention, resources or opportunities from the Company and create conflicts with investors' interests.

FUTURE INVESTORS MIGHT HAVE SUPERIOR RIGHTS

The Manager may create and issue additional classes or series of Units with economic, liquidation, distribution, conversion, redemption, governance, or voting rights senior, pari passu, or junior to the Units, subject to the Operating Agreement and applicable law. Those rights could materially reduce the value, priority, or economic participation of the Units. Section 4.2(b) includes advance approvals and implementation authority for those issuances, subject to the Operating Agreement and the approval and nonwaivable-law limits in Section 13. No Operating Agreement amendment is adopted by this Subscription Agreement.

THE COMPANY IS SUBJECT TO THE CONTROL OF THE MANAGER AND THE OWNER OF A MAJORITY OF THE UNITS

The Company is manager-managed under California law. Jeffrey Lamont Brown is the sole Manager. The Members have no right to manage or bind the Company except as required by the Operating Agreement or nonwaivable law. Jennifer Chen is a Member and executive, but is not a Manager solely by virtue of those roles. The Manager controls Company operations, capitalization, financing, distributions, governance, and transaction strategy, and the Manager's interests may differ from those of investors.

THE BUSINESS PURPOSE OF THE COMPANY INCLUDES PURPOSES THAT MAY NOT BE OPERATING FOR PROFIT

While the principal business activity and purpose of the Company is the ownership and operation of IZOLA's bread cafes and the marketing, licensing and sale of products and services using the IZOLA trade name, or any successor trade name, an additional business and purpose of the Company, which may not be operated for profit

purposes, is the promotion of social and environmental change by supporting positive business practices, as determined by the Manager, including reducing inequality, lowering poverty levels, creating more sustainability for our environment, and building stronger communities. Accordingly, an investment in the Company may not be suitable for an investor who only wants to invest in a business that has a pure profit motive or who does not share the objectives of the Manager regarding supporting social and environmental change in this manner.

THE UNITS ARE UNCERTIFICATED

Unless the Manager determines otherwise, the Units are uncertificated. The Company's unit ledger and other books and records, maintained by or at the direction of the Manager, are the definitive record of ownership absent manifest error. The Manager may appoint or replace a registrar, administrator, transfer agent, paying agent, custodian, nominee, or other service provider if the Manager later determines that doing so is advisable or required by law, subject to the registered-transfer-agent and other conditions described in Section 5 if the Company relies on the Regulation Crowdfunding exclusion under Exchange Act Rule 12g-6.

DISPUTES RELATING TO THE UNITS AND OPERATING AGREEMENT TO BE ARBITRATED

In most circumstances, binding arbitration shall constitute the sole and exclusive remedy for the settlement of any dispute or controversy concerning the Operating Agreement and the rights of Investor under the Operating Agreement. The arbitration proceeding will be conducted in San Diego, California, before a single arbitrator, and administered by JAMS under the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time a demand for arbitration is made. The arbitration process is set forth in further detail in the Operating Agreement.

THE COMPANY'S OBLIGATION TO INDEMNIFY THE MANAGER AND MANAGER'S AFFILIATES COULD RESULT IN SIGNIFICANT COSTS THAT WOULD ADVERSELY AFFECT THE COMPANY'S PERFORMANCE

Under Section 3.5 of the Operating Agreement, the Manager is not liable to the Company or a Member for loss or damage unless it results from the Manager's fraud, intentional misconduct, or intentional violation of law. Article 11 separately provides indemnification rights for covered agents subject to its terms and applicable law. These protections remain subject to nonwaivable limits under applicable law and may limit Investor remedies, and indemnification obligations are payable from Company assets, including invested capital.

DRAG-ALONG AND APPROVED-TRANSACTION OBLIGATIONS

The Subscription Agreement requires participation in Approved Transactions as defined in Section 4.2(d): a Company Unit Sale or a Conversion, subject to the conditions stated there. Investors may be required to dispose of all of their Units in a Company Unit Sale or convert their Units in a Conversion, accept permitted non-cash or contingent consideration, and become bound by successor governing documents. The Manager or Transaction Representative may execute authorized documents without soliciting a fresh signature and may administer transaction escrows, reserves, adjustments, indemnities, and earnouts after the Investor ceases to hold Units. An investor has no promised tag-along, separate negotiating, or matching-benefit right. Shared transaction liability is several, proportionate, and capped at consideration actually received, with the personal-breach exceptions in Section 4.2(e). Section 8.6 of the Operating Agreement controls.

PUBLIC-MARKET LOCKUPS MAY DELAY LIQUIDITY

Section 7 permits lockups for an initial or subsequent public offering, direct listing, or other covered public-market transaction for up to 270 days after the specified event, plus a reasonable extension for applicable research or analyst restrictions. Restrictions may apply even if the Investor is not selling in that transaction, and another holder's release does not entitle the Investor to a release. A listing may therefore provide no immediate liquidity to the Investor. The Company has no obligation to register the Investor's securities or include the Investor in an offering.

COMPANY HAS RIGHTS TO PURCHASE UNITS UNDER CERTAIN CIRCUMSTANCES

If a Member receives a bona fide written offer from a third party to purchase all or a portion of such Member's Units, the Company may have a right of first refusal under Section 8.2 of the Operating Agreement, subject to the exceptions for Permitted Transfers and Involuntary Transfers and the procedures stated there.

The Company shall have the right, as set forth in more detail in the Operating Agreement, to repurchase the Units of a Member upon the withdrawal, resignation, expulsion, bankruptcy, dissolution, death or occurrence of any other event which terminates the continued membership of such Member. The purchase price for such Member's Units shall be the fair-market value of such Units as determined by the Manager in Manager's good faith discretion (which means that the Manager may not be required to obtain an independent appraisal or valuation of the Units). The purchase price may be paid in full in cash or in installments as set forth in the Operating Agreement. These purchase terms are favorable to the Company.

SIDE AGREEMENT BETWEEN JEFFREY LAMONT BROWN AND JENNIFER CHEN

Brown and Chen have entered into an agreement ("Side Agreement") giving each other the option and right to purchase the other's Units ("Purchase Right") in the event of the termination of the other's membership with the Company, including the withdrawal, expulsion, bankruptcy, dissolution, or death of such person ("Dissociation Event"). The purchase price for such Units is their fair market value based on an appraisal process (if Brown or Chen, or their legal representatives, as applicable, cannot agree on a purchase price). The Operating Agreement generally gives the Manager the right to cause the Company (or an assignee), in Manager's discretion, to acquire a Member's Units with respect to a Dissociation Event at fair market value as determined in the Manager's good faith discretion. If either Brown or Chen suffered a Dissociation Event and the other exercised the Purchase Right with respect to such event, the Side Agreement would result in either Brown or Chen acquiring ownership of the other's Units, and not the Company, and possibly using a different process to determine the fair market value of the Units. If Chen acquires Brown's Units under the Side Agreement, then Chen may acquire enough Units to give her a majority of the outstanding Units, and, in such event, Chen will have sufficient votes to appoint herself the Manager of the Company, giving her substantial control over the Company's operations.

In addition to their business relationship operating IZOLA, Brown and Chen have a personal relationship. If their personal relationship ends (a “Separation”), then Brown has the right and option to purchase Chen’s Units at fair market value, as agreed by Brown and Chen or, if they cannot agree, determined by an appraisal process. The Operating Agreement generally restricts transfers of Units except in certain circumstances, including transfers of Units approved by the Manager in its sole and absolute discretion. If Brown is the Manager at the time of Separation, then Brown will have the authority to approve the transfer of Units from Chen to Brown under the Side Agreement.

MEMBERS CLAIMS ARE SUBORDINATE TO CREDITORS

Upon dissolution or termination, liquidation proceeds, if any, will be distributed to Members only after creditor claims are satisfied and appropriate reserves are established. An Investor’s recovery will therefore depend on the value realized, the amount of creditor claims, and reserves established by the Manager in accordance with the Operating Agreement and applicable law.

CERTAIN TAX MATTERS

The Manager has elected that the Company, currently a limited liability company, be classified as a C corporation for federal income tax purposes. As a C corporation, the Company's profits will be subject to double taxation (meaning that income earned by the Company is taxed at the entity level and, thereafter, remaining profits distributed to the holders of Units as dividends will be subject to income tax on the personal level). At any time, if deemed advisable by the Manager, the Manager shall have the right to cause (a) the Company to be converted from a limited liability company to a C Corporation, or (b) to merge the Company into a corporation that is per se taxed as a corporation or consolidate with another entity with the resulting entity being a corporation that is per se taxed as a corporation, in each case solely for the purposes of converting to a corporation that is per se taxed as a corporation and not to effect any change in ownership of the Company. Any such merger or conversion requires the applicable statutory approvals and disclosures, including any required class approvals, as described in Section 13 of this Subscription Agreement. Section 7.3 of the Operating Agreement requires C-corporation tax treatment. Any future change inconsistent with that requirement would require the applicable governing-document approvals and compliance with tax law. If the Company were lawfully classified as a partnership in the future, each Member will be subject to income tax each year on his, her or its allocable share of the income or gains (if any) of Company, even if no cash distributions are made by the Company to the Member or cash distributions made by the Company to the Member are not sufficient to pay taxes.

The foregoing list of Risk Factors is not a complete explanation of the risks involved in an investment in the Company. Investors should consult their own legal, tax and investment advisors before deciding whether to invest in the Company.

EXHIBIT 2

AFFILIATE TRANSACTIONS DISCLOSURE

This Exhibit identifies the Disclosed Affiliate Transactions for Section 4.2(a). The descriptions below summarize the current Form C and its exhibits, which are incorporated by reference. The referenced Form C sections and the underlying agreements should be reviewed for the complete terms, risks, and conflicts. The current Form C and any Form C/A control factual disclosures, subject to the document hierarchy in Section 13. Future amendments, replacement arrangements, and additional Affiliate Transactions remain subject to Section 4.2(a)(ii) and applicable disclosure and approval requirements.

(a) Affiliated Main Property and Occupancy. The Company leases the real property commonly known as 3320 and 3326 Fairmount Avenue, San Diego, California and the adjacent lot from 3320 Fairmount LLC, a California limited liability company ("3320 Fairmount LLC" or "Landlord"), which is an entity affiliated with the Company's founders, under the Standard Form Industrial Lease (Triple Net), dated as of June 12, 2026 and signed September 14, 2026 (the "Main Lease"), a copy of which is included in Form C as Exhibit G and further referenced in Section 9 of Form C. The Main Lease designates June 26, 2026 as both the lease and rent commencement date and provides an initial ten-year term with an anticipated expiration of June 30, 2036. The Main Lease allows delivery within 12 months of commencement and provides that delayed delivery does not alter the Company's obligations or extend the term; rent commencement is not contingent on the facility opening. The lease term automatically extends once for five years if its conditions are met, unless the Company gives written notice of nonrenewal at least six and no more than nine months before expiration. First-year estimated monthly basic rent ranges from $8,500 to $30,000. Rent is subject to the scheduled increases and adjustments under the Main Lease, including Landlord's debt service for land, tenant improvements and buildout expenses plus a 5% supervisory fee and compounded 3% annual increases. An annual rent increase is based on the greater of the San Diego County Consumer Price Index or 3%, commencing with the second anniversary. The Company bears the expenses allocated to it under the triple-net provisions. Alterations become the Landlord's property upon installation, subject to the Landlord's right to require removal and restoration at the Company's expense. Company-funded improvements may therefore benefit the Landlord. To the extent required under the Main Lease, the Company has obtained written consent from the Landlord for this offering. The Investor acquires no ownership interest in 3320 Fairmount LLC or its real property through this subscription. See Form C Sections 3, 4.3, 7.5, 9 and 11.1, and Exhibit G.

(b) Affiliate Debt and Personal Guarantees. As disclosed in Note 6 to the 2025 audited financial statements, the Company guarantees a Live Oak Banking Company loan to 3320 Fairmount LLC. 3320 Fairmount LLC is the borrower; the Company's obligation is as a guarantor. 3320 Fairmount LLC's outstanding loan principal was $1,109,930 at December 31, 2025, and the audit reports maximum potential future guaranteed principal of $2,050,000 plus accrued but unpaid interest. The loan bears interest at 6.58% and matures September 3, 2047. The Company received no guarantee fee, must perform if 3320 Fairmount LLC fails to make required payments, and has indemnity rights against 3320 Fairmount LLC for amounts paid. Actual exposure may change as 3320 Fairmount LLC's debt is repaid, refinanced, drawn, or modified. A prior 3320 Fairmount LLC loan(s) previously guaranteed by the Company were extinguished in October 2025 using related-party financing provided by the Company. Management confirms that Jeffrey Brown and Jennifer Chen personally guarantee the full amount owed under the current Live Oak property-acquisition loan, which is intended to be refinanced with Self-Help financing. The Manager also personally guarantees the full amount owed under the Company's SBA EIDL loan. These personal guarantees are separate from the Company's affiliate-debt guarantee. See Form C Section 9 and Notes 6 and 7 to the audited financial statements.

(c) Future Pending Financing. The Company was issued a loan commitment from Self-Help Ventures Fund or its affiliate dated June 1, 2026. This loan commitment contemplates the Company and 3320 Fairmount LLC as co-borrowers for up to $3,777,260 (Loan 1: $3,117,260; Loan 2: $660,000), which funds will be used to refinance the Live Oak loan and construction and renovation for the Company's facility under the Main Lease, as well as certain equipment and related costs. This loan also contemplates unconditional payment guarantees from Jeffrey Brown and Jennifer Chen for each full loan amount and an 80% state-program guarantee of Loan 2. Collateral would include the real property subject to the Main Lease, loan-funded equipment, other borrower personal property subject to the SBA EIDL priority, and a reserve account. The financing has not closed and remains

subject to lender conditions. See Form C Sections 7.4, 8.3 and 9 for the terms, lien priorities, equity requirement, appraisal condition and commitment timing.

(d) Related-Party Financing. The Company has loaned funds to 3320 Fairmount LLC pursuant to an executed promissory note dated November 5, 2025. The original principal amount loaned was $211,000, with interest at 7% per annum accruing on a 30/360 basis. Monthly payments of $1,493.19 became due December 1, 2025, and the loan has a maturity on November 1, 2050. This is a Company asset, not Company debt. The December 31, 2025 audited receivable balance was approximately $211,209, not a current payoff. The audit lists a $1,439.19 monthly payment; the signed note specifies $1,493.19. The note's introductory written-out interest wording also differs from its adjacent 7% figure and operative Sections 1 and 2. Management confirms that 7% annual interest and $1,493.19 monthly payments are the intended terms and that the note has not been amended. See Form C Section 9 and the complete signed note in Exhibit I for the terms and discrepancies; the executed instrument governs.

(e) Management Compensation and Bonuses. As disclosed in Form C Section 6.1, the Company has approved performance bonuses to Jeffrey Brown, Manager and co-founder, and Jennifer Chen, executive and co-founder, of up to $195,000 in the aggregate for the applicable performance period. The Manager determines allocation, final amount, and timing based on Company performance and ability to pay in the Manager's sole good-faith discretion. This authorization does not limit future compensation, bonuses, reimbursements, benefits, management fees, or other arrangements permitted by the Operating Agreement and applicable law. Future arrangements remain subject to the applicable approval and disclosure requirements.

(f) Conflicts and Use of Company Assets. These arrangements may place the Manager or other founders on both sides of a transaction and may benefit them or their affiliates differently from the Company or outside investors. Company expenditures, improvements, advances, guarantees, and compensation may reduce assets available for operations or distributions. The Company does not currently intend to use Offering proceeds simply to repay 3320 Fairmount LLC debt for that affiliate's sole benefit. Uses of proceeds remain subject to Form C Section 5, the Operating Agreement, applicable debt covenants, and applicable law. The consents in Section 4.2(a) have the limitations stated there.