OPERATING AGREEMENT
OF
RENOWN INSTITUTE FOR HEALTH INNOVATION, LLC

This Operating Agreement, is made and entered into by and between Renown Health, a Nevada non-profit corporation, as a Member, DRI Research Foundation, a Nevada non-profit corporation, as a Member, and Renown Institute for Health Innovation, LLC (the "Company"), and each other person or entity that hereafter executes this Agreement as a Member, all of whom are collectively referred to as the "Party" or, collectively, the "Parties".

ARTICLE 1
DEFINITIONS

The following terms and expressions have, for all purposes of this Agreement, the meaning set forth below:

1.1. "Act" refers to the Nevada Limited Liability Company Act codified at Chapter 86 of the Nevada Revised Statutes, as amended from time to time. As used in this Agreement, any section of the Act is referred to as the "Act Section."

1.2. "Agreement" means this Operating Agreement, as amended from time to time, which constitutes the code of regulations for the regulation and management of the Company as authorized by its Articles of Organization, approved by the Secretary of State of Nevada, effective September 9, 2016.

1.3. "Capacity" refers to the status of a Member.

1.4. "Company" refers to Renown Institute for Health Innovation, LLC.

1.5. "Effective Date" This Agreement is effective as of December ___, 2016.

1.6. "Interests" means the equitable ownership interest by the respective Members in the capital of the Company, to be distinguished from that interest paid on debt.

1.7. "Member" or "Individual Members" refers to any person or entity having an interest in the Company, acting in that capacity only, who are Parties to this Agreement (other than the Company itself) specified in “Schedule A” of this Agreement. An entity member shall appoint a group of three individuals to represent and vote the Member’s interest at any meeting of the Members, or otherwise represent the Member’s interest pursuant to this Agreement. In the alternative, a member may allow its Manager to represent its interest at any Member meeting.

1.8. "Manager" or “Managers” refers to the person(s) designated to serve as a Manager pursuant to this Agreement. The term “Manager” means any one (1) of the Managers as the context requires.

1.9. "Schedule of Membership Interests" refers to a schedule attached to this Agreement as “Schedule A”, as it may be amended from time to time, and that is incorporated into this Agreement by this reference as if it were completely set out within this Agreement, setting forth the respective interests owned by Members in the Company.
ARTICLE 2
TERM

The term of this Agreement (the “Term”) shall commence on the Effective Date and shall continue until Company is dissolved in accordance with the provisions of the Articles of Organization, this Agreement, or the Act.

ARTICLE 3
PRINCIPAL OFFICE

The principal office for the transaction of business of the Company and where records pursuant to section 241 of the Act shall be kept, is located at 50 West Liberty Street, 11th floor, Reno, Nevada or such other place as may be fixed from time to time by the Members. Branch offices and places of business may be established at any time by the Members at any place or places where the Company is qualified to do business, whether within or outside the State of Nevada.

ARTICLE 4
MEMBER ADMISSIONS, TRANSFER, RESIGNATION AND WITHDRAWAL

4.1. The initial Member(s) may authorize approval of additional Members. Thereafter, additional Members may be added with the unanimous consent of all existing Members. No entity shall be approved for membership if the addition might jeopardize the tax exempt status of the initial Members.

4.2. A Member may not transfer its member interest or any part thereof, regardless of whether transference is pursuant to a merger, conversion, exchange, substitution, or any other reason, except upon the unanimous approval of all Members. If a transfer of Membership is approved, the substituted Member shall have all rights and powers and is subject to all restrictions and liabilities of the transferor, except that substitution of transferee shall not release the transferor from any liability to the Company.

4.3. A party may be admitted as a Member without making or being obligated to make a contribution to the capital of the Company.

4.4. A Member may resign or withdraw as a Member from the Company upon the unanimous consent of all Members. If a sole Member exists, then the sole Member may not resign or withdraw as a Member prior to the dissolution and winding up of the Company.

ARTICLE 5
MEETINGS OF MEMBERS

5.1. Meeting Location. Any meeting of the Members of the Company, whether a regular meeting, an annual meeting or a special meeting, may be held either at the principal office of the Company or at any place in the United States within or outside the State of Nevada.

5.2. Procedure Rules at Meetings. The procedural reference authority for the Company is designated as the latest edition of Robert’s Rules of Order, Newly Revised. It is understood that in the transaction of its business, the meetings of the Company, including the meetings of its Managers or Members and any committees may be conducted with informality whenever appropriate; however, this informality does not apply to procedural requirements required in the Articles of Organization, this
Agreement, or the Act. When circumstances warrant, any meeting or a portion of a meeting will be conducted according to generally understood principles of parliamentary procedure as stated in the Articles of Organization, this Agreement, or the designated procedural references authority.

5.3. **Presiding Designee.** At every meeting of Members one of the Managers will preside over the meeting. This responsibility shall rotate among the Managers. The designee exercising this duty shall act as custodian of the Company records and is responsible for ensuring to record the minutes and take custody of all papers related to the meeting. In the event the Members wish to have a discussion outside of the presence of the Managers, the presiding Manager shall designate one individual from a Member group to record and minutes during the Manager’s absence from the meeting.

**ARTICLE 6**

**MANAGEMENT OF COMPANY**

6.1. **General.** Except as limited by the Articles of Organization and this Agreement, the Managers shall have all the powers now or hereafter granted to a Manager under the Act and other applicable law and, in addition, shall have those powers which are granted under the provisions of the Articles of Organization and this Agreement. Subject to any express limitations of the Articles of Organization or this Agreement, the Managers shall have sole and exclusive control over and overall responsibility for the affairs of the Company and for its management, and the Managers shall have full power and authority to do all things necessary to conduct the business of the Company, including, but not limited to, the following:

i. Acquire by purchase, lease, or otherwise acquire any personal property which may be necessary, convenient, or incidental to the accomplishment of the purposes of the Company;

ii. Execute any and all agreements, contracts, documents, certifications, and instruments necessary or convenient in connection with the management, maintenance, and operation of the Company that does not exceed One Hundred Thousand Dollars ($100,000.00);

iii. Care for and distribute funds to the Members by way of cash, income, return of capital, or otherwise, and perform all matters in furtherance of the objectives of the Company;

iv. Contract on behalf of the Company for the employment and services of employees and/or independent contractors and delegate to such Persons the duty to manage or supervise any of the assets or operations of the Company;

v. Employ attorneys, accountants, clerical, and other assistants and agents who are reasonably necessary for the conduct of the business of the Company;

vi. Engage in any kind of activity to perform and carry out contracts of any kind necessary or incidental to, or in connection with, the accomplishment of the purposes of the Company, as may be lawfully carried on or performed by a limited liability company under the laws of each state in which the Company is then formed or qualified;

vii. Make any and all tax elections.

6.2. **Specific Limitation in Managers Authority.** Unless approved by a vote of the Members, the
Manager shall not effectuate one or more of the following acts:

i. Adoption and amendment of a strategic plan;

ii. Development and adoption of investment policies;

iii. Amendment, restatement or repeal of the Articles of Organization or this Agreement;

iv. Fix the compensation of the Managers of the Company;

v. Purchase, sale, transfer, conveyance, assignment, pledge, hypothecation, encumbrance, gift or lease of any asset of the Corporation, which involved the receipt or payment of One Hundred Thousand Dollars ($100,000.00) or more;

vi. Incurrence of debt or equity financing for any purpose in the amount of One Hundred Thousand Dollars ($100,000.00) or more;

vii. Purchase or acquisition of another organization;

viii. Joint venture with any other organization, entity or person;

ix. Merger, consolidation or dissolution of the Company;

x. The sale, lease conveyance or other transfer of all or substantially all of the Company’s assets;

xi. A change in the Managers; and

xii. Admission of additional members.

6.3. Exercise of Authority of Managers. Except as otherwise provided in this Agreement, the rights and powers of the Managers shall be exercised by the unanimous vote or unanimous consent of all the Managers;

6.4. Number and Tenure. There shall be one Manager appointed by each Member. Each Manager shall hold office until removal or resignation. Any Manager vacancy must be filled in order for the Managers to conduct Company business.

6.5. Compensation of Managers. Managers of the Company, shall be entitled to compensation for services rendered on behalf of Company. Manager’s compensation may be modified, amended, or terminated by the vote of the Members.

6.6. Meetings. Meetings of the Managers may be held without notice, within or without the State of Nevada at such time and place specified by the Manager calling the meeting. In the absence of specific designation, the meetings shall be held at the registered office of the Company.

6.7. Procedure Rules at Meetings. The rules contained in the current edition of Robert’s Rules of Order Newly Revised shall govern in all cases to which they are applicable and in which they are not inconsistent with this Agreement.
6.8. **Execution of Documents.** Subject to the voting requirements and other representations contained in this Agreement, any or all documents, agreements, contracts, or other instruments binding the Company to obligations shall be executed on behalf of the Company by any one (1) of the Managers or by any person designated in writing by all the Managers, and no other signature shall be required for the Company to enter into such documentation. Any person dealing with the Company may rely upon any instrument executed by any one (1) of the Managers without inquiring into the approval of the transaction pursuant to Section 6.1 and elsewhere in this Agreement.

6.9. **Bank Accounts.** One (1) or more Company bank accounts shall be established, and checks or withdrawal orders on each account may be signed by any one (1) of the Managers or by any other Person designated by all of the Managers or Members. All Company bank accounts shall be established in the name of the Company.

**ARTICLE 7**

**MEMBER INTEREST PERCENTAGES & CONTRIBUTIONS; DIVISION OF PROFITS AND LOSSES; ACCOUNTING ALLOCATIONS; DISTRIBUTIONS OF AVAILABLE CASH**

7.1. **Member Interest Percentages.** The Member interest percentages of the Members in their respective capacities are set forth in “Schedule A” of this Agreement, the Schedule of Member Interests.

7.2. **Initial Purchases.** Each Member has or will initially purchase interests in the capital of the Company, the amount shown in “Schedule A” of this Agreement, as amended from time to time, whether in cash or in kind or for services rendered. Each Member will receive an undivided interest in the equity of the Company, and will be entitled to share in the profits, surplus, losses and distributions of the Company, according to the percentage of their respective ownership in the interests of the Company as shown in “Schedule A” of this Agreement.

7.3. **Additional Member Purchase of Interests.** The Members may purchase in proportionate amounts additional interests deemed necessary for the operation of the Company, provided that in the event any Member declines, refuses or fails to purchase the Member's proportionate share of any or all of the additional interests, this Agreement is to be amended pursuant to the procedures in this Agreement to reflect that Member's proportionate decrease in Member interests, and to reflect the proportionate increase in Member interests of those Members who pay their proportionate share, or who, individually or collectively, elect to pay the share of those Members declining, refusing or failing to pay the additional interests.

7.4. **Members’ Accounts.** Certain accounts are to be maintained in the records of the Company for each Member.

i. **Capital Account.** A capital account is maintained for each Member. The Company will credit the capital account of each Member with:
   i. The Member’s interests purchased by that Member, including the principal amount to be paid although not yet paid, but not including any debt interest assessed for unpaid purchase amounts.
   ii. Any items of income and gain allocated to such Member by the Company from Company income and gains.

The Company will charge the capital account of each Member with:
   i. The distributions made to such Member by the Company from Company assets.
   ii. The items of loss and deduction allocated to such Member by the Company from Company losses and deductions.

ii. **Net Profits Account.** A net profits account is maintained for each Member. The net profits
account of each Member is his capital account less his purchased interests amounts paid to the company.

   i. The purchase amount paid by that Member to be used to compute the net profits account includes the principal amount to be paid although not yet paid.

   ii. The purchase amount to be used to compute the net profits account does not include any debt interest assessed for unpaid purchase amounts.

Except to the extent otherwise provided below, each account is computed, as of any particular time, by reference to purchases and distributions having occurred prior to such time, and by reference to allocation of items of income, gain, loss and deduction with respect to Accounting Periods that have ended prior to such time.

If a net profits account is computed during the winding up of the Company, or following the sale of all, or substantially all of the Company's assets, reference is made to all items of income, gain, loss and deduction accountable up to such time.

   iii. No Interest Paid on Member Accounts. No Member will receive debt interest on either account.

   iv. No Right to Return of Purchase Amount of Member Interest. No Member has the right to return of distribution of either account except to the extent specifically provided in this Agreement.

   v. No Liability for Negative Balances in Member Accounts. No Member is liable, either before or upon termination of the Company, to the Company for any negative balance in either account except to the extent that such a negative balance arose as a result of a Member's failure to pay a purchase amount for that Member's interest or receipt of a distribution in excess of the amount rightfully due such Member under this Agreement.

7.5. Allocations of Accounting Items. The following principles govern the allocation of accounting items required under this Agreement.

   i. Allocation of Items Where Aggregate Total is Negative. When the aggregate of all items of income, gain, loss and deduction is in the negative for a particular Accounting Period, these items are allocated as follows:

      i. First, to the extent of the aggregate of all positive balances in the capital accounts of all Members, in proportion to the positive balances in the respective accounts.

      ii. Second, the negative aggregate balance for the Accounting Period is to be allocated to the capital account of the Members in proportion to their respective Member interest percentages.

      iii. For the purpose of this paragraph (i), the capital account of a Member only includes that portion of principal amount of that Member's purchase obligation to the extent it has been actually satisfied.

   ii. Allocation of Items Where Aggregate Total is Zero or Positive. When the aggregate of all items of income, gain, loss and deduction either equals zero or is in the positive for a particular Accounting Period, these items are allocated as follows:

      i. First, if there is an excess of allocations of net losses from prior Accounting Periods over allocations of net profits, as to any of the Members, then there is to be a proportionate allocation to each Member's account applied to that excess
amount, up to the extent of the aggregate total of the excess.

ii. Thereafter, the remaining aggregate is allocated in proportion to each Member’s respective Interests percentages.

iii. **Application of Credit Items.** To the extent permitted by law, all credit items are allocated in proportion to each Member’s respective interests in the Company.

iv. **Application of Gross Income.** Any item of gross income to the Company is first allocated, to the extent of the aggregate of all capital account deficits of Members, to such Members who have such deficits in proportion to those Members whose respective capital accounts have such deficits. This allocation takes precedence over any allocation procedures prescribed elsewhere in this Agreement, including those procedures described elsewhere in this section.

7.6. **Distributions of Available Cash.** The following procedures apply to the distributions of Available Cash to the Members.

i. "**Available Cash.**" As used in this Paragraph 9.6, the term "available cash" refers to those amounts of cash of the Company that, from time to time, are in excess of all amounts reasonably necessary for the business of the Company. The amounts that are deemed to be "reasonably necessary for the business of the Company" include, without limitation:
   i. Amounts required for payment of expenses and obligations of the Company, including those obligations that have accrued or will accrue in the reasonable future, including obligations to the Members.
   ii. Amounts required, or that are projected to be required in the reasonable future, for capital expenses.
   iii. Amounts required to provide a reasonable reserve for contingencies.

ii. **Distributions.** Within three months of the end of each fiscal year (or as otherwise provided in Paragraph 9.7), the Company will distribute Available Cash to the Members. The distribution is to be made in accordance with these priorities:
   i. To the extent of the aggregate amount of positive balances in all of the Member’s net profits accounts, that sum will be distributed in proportion to such positive balances.
   ii. After any amounts under Subparagraph (1) are allocated, then to the extent of the aggregate amount of positive balances in all of the Members’ capital accounts, as reduced by the allocation for distribution under this Subparagraph, that sum will be distributed in proportion to such positive balances.
   iii. After any amounts under both Subparagraphs (1) and (2) are allocated, any remaining amounts will be distributed in proportion to the interests of the Members in effect on the date of distribution.

7.7. **Interim Distributions.** The Members may declare an interim distribution to the Members payable in cash or other property out of the unreserved and unrestricted net earnings of the current fiscal year, computed to the date of declaration of the distribution, or the preceding fiscal year, or out of the unreserved and unrestricted earned surplus of the Company, as they may deem expedient.

7.8. **Loans from Members.** Subject to the provisions of this Agreement:
i. **Determination of Potential Insolvency.** Whenever the Members in good faith believe that the Company is, or at any time within the following (90) days will be, in the position of having payment obligations in excess of cash or equivalent resources with which to fund such obligations, including:
   
   i. Anticipated funds available through calls for additional contributions, and
   
   ii. Available borrowed funds (although the Members are not obligated to borrow such funds or to become personally liable for their repayment), then the Members shall make a determination of potential insolvency.

ii. **Members Not Obligated to Contribute Where Potential Insolvency.** Whenever a potential insolvency situation exists, as defined in this Paragraph, the Members are not obligated to purchase additional interests in the Company beyond those expressly required pursuant to this Agreement.

iii. **Members Not Obligated to Make Loans Where Potential Insolvency.** Whenever a potential insolvency situation exists, the Members have the right, but no duty, to lend funds to the Company, in such proportions and amounts as the Members may then agree upon.
   
   i. **Treatment of Loan from Members in Excess of Amounts Needed.** If some or all of the Members collectively desire to lend more funds than are necessary to cover the potential insolvency situation, the Company will accept loans from Members in proportion to the Member’s respective interest percentages.
   
   ii. **Member Loan Repayment by Company.** All funds lent by Members to the Company to deal with the potential insolvency situation are to be repaid by the Company, together with debt interest on the amounts lent, computed at the prime interest rate charged by [bank or rate] during the period these loans remain outstanding but not more than the maximum rate permitted to be charged individuals under Nevada law as applicable to the circumstances, compounded quarterly. In all events, no agent or Member of the Company is personally liable for repayment of such loans by the Company.

iv. **Priority of Loan Repayments over Distributions to Members.** Repayment by the Company of any loans made by Members under this Paragraph are to be treated as a priority over any distribution from the Company to any Member.
   
   i. **Default by Member.** In the event any Member fails to pay an obligation: (1) to pay a purchase of interests in the Company as required under this Agreement, or (2) to pay debt interest on the unpaid amount of any purchase of Member interests contractually obligated by the Member, this failure is to be considered a default by the Member to pay for the requisite purchase under this Agreement.
   
   ii. **Notice to Cure Default Required.** When any event described under this Paragraph occurs, notice is to be given to that Member of the default, and advising that the Member has thirty (30) days to cure the default by paying such outstanding amount and interest before the provisions of subparagraph (b) of this paragraph take effect.

v. **Company Election to Acquire Defaulted Member’s Interest.** If a Member who is in default of the Member’s obligation to pay that Member’s obligation for the purchase of Members' interest in the Company, or the debt interest upon the unpaid portion of such purchase as defined in this Paragraph, has failed to cure such default within (30) days after notice under subparagraph (a) of this paragraph the Company may, at its election, acquire the entire
interest of the defaulting Member in the Company in exchange for the release of such Member from the defaulted obligation (including any outstanding debt interest) and any further obligation to purchase Member interests in the Company. The availability, existence or exercise of the remedy created under this Paragraph does not imply that any other remedy is not available to the Company either at law or in equity.

7.9. **Application of Proceeds.** The Members are authorized to apply the capital of the Company for such purposes and with such priorities in connection with the business of the Company as they determine in their discretion, subject to the provisions of this Agreement.

7.10. **Withdrawal and Reduction of Capital.** No Member has the right to withdraw or reduce that Member's original investment, except as may result by virtue of distributions, or as otherwise expressly provided in this Agreement. Further, no Member has the right to demand property other than cash in return for that Member's original investment.

7.11. **Characterization of Certain Payments.** The following principle will apply in the event that certain payments cannot be treated as contemplated in this Agreement.

i. **Statement of Intention Concerning Certain Payments to Persons Who are Members.** This Agreement contemplates that certain payments to Members designated as "debt interest," "principal" or "compensation for services," or in language of like tenor are properly characterized as payments to Members other than in their capacities as Members, and that, unless expressly intended, these payments are not contemplated as otherwise being within the scope of this Agreement, nor shall they affect the Member accounts maintained under this Agreement.

ii. **Contingent Treatment of Certain Payments.** Should payments of "debt interest," "principal" or "compensation for services" be re-characterized as payments to Members in that capacity, these payments are to be characterized as "guaranteed payments" within the meaning of Section 707(c) of the Internal Revenue Code of 1986, as amended, if applicable, or as special allocations of ordinary gross income.

iii. **Treatment as "Guaranteed Payments.** If and to the extent these payments are to be considered "guaranteed payments," these payments will continue to be treated as being outside the scope of this Agreement, as well as the provisions governing Member accounts.

iv. **Treatment as Special Allocations of Ordinary Gross Income.** If and to the extent these payments are to be considered special allocations of ordinary gross income, these payments will be reflected as special allocations to the respective recipients of ordinary gross income in amounts equal to such payments for the periods in which the same are paid or otherwise properly accounted for, and as distributions of such amounts, and the recipients' capital accounts are to be increased and decreased accordingly.

v. **Alternative Treatment of Repayment of "Principal."** If and to the extent that payments of "principal" are re-characterized as payments to Members in that capacity, these payments will continue to be outside the scope of this Agreement, and the amounts advanced in respect to such payments are to be reflected as additional contributions to the capital of the Company, the payments themselves are to be reflected as distributions, and the recipients' capital accounts are to be increased and decreased accordingly.
vi. Other Payments Not Affected. In any re-characterization situation, the provisions of this Agreement are to continue to apply as written to all items and amounts not specifically provided for in this Paragraph.

ARTICLE 8
DISSOLUTION

The Company is to be dissolved should any of the following events or circumstances arise:

8.1. Conversion of Assets to Cash or Other Readily Marketable Assets. Any event following which all or substantially all of the assets of the Company consist of cash and other assets that are readily marketable in an established active market, unless within 30 days after such event, all of the Members agree in writing to continue the business of the Company.

8.2. Election to Dissolve. The affirmative vote or written agreement of all the Members that it is in the best interests of the Company to dissolve.

8.3. Other Circumstances. The occurrence of other circumstances provided for in the Act.

ARTICLE 9
AMENDMENTS

Under certain circumstances specified below, this Agreement may be amended, altered, restated, or repealed with the consent of all of the Members. Amendments made under this section, if necessary to accomplish the objective of the amendment may have an effective date prior to the date of filing. Notice and copy of any proposed amendments to this Agreement requiring approval by Members is to be provided to each Member in advance, with an opportunity for discussion by the Members prior to any action to adopt the proposed amendment.

ARTICLE 10
MISCELLANEOUS

10.1. Fiscal Year. The fiscal year of the Company shall begin on the first day of July and end on the last day of June in the following year.

10.2. Indemnification; Funding. The Company adopts the standards of indemnification under NRS 86.431 and 86.441.

10.3. Reimbursement of Expenses of Organization. The Company is to pay all the costs of its formation, and will reimburse all organizers for those expenses related to the formation of the Company.

10.4. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of and between the Parties. No amendment, modification or alteration of the terms or provisions of this Agreement is binding unless the persons who then hold interests sign and execute the change in writing, and deliver the writing to the other parties.

10.5. Headings. The regulation, paragraph and subparagraph headings are (a) for reference purposes only for the convenience of the reader; (b) in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provisions of this Agreement; (c) not intended to
be full or accurate descriptions of the content of such regulation, paragraph, or subparagraph; and (d) not to be considered in the interpretation of this Agreement.

10.6. **Governing Law; Venue.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. The venue for any judicial proceedings brought by either party with regard to any provision of or obligation arising under this Agreement shall be in the appropriate federal or state Court in Washoe County, Nevada.

10.7. **Currency.** Any dollar amount referred to in this Agreement and all payments to be made under this Agreement are to be in the lawful money of the United States of America.

10.8. **Interpretation of Conflicting Provisions.** If any conflict appears between the Articles of Organization of the Company or this Agreement, or the Act, the provisions of the Act govern the Articles of Organization or this Agreement, and the Articles of Organization govern this Agreement. Any such conflict is to be promptly resolved by the adoption of an amendment either to the appropriate provision of the Articles of Organization, and/or to the appropriate provision of this Agreement.

10.9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which, for all purposes, is deemed to be an original and all of which constitute the same instrument. The signature of any party to any counterpart is deemed to be a signature to, and may be appended to, any other counterpart.

10.10. **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision of this Agreement is illegal, invalid, or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability does not affect the validity of the remainder of this Agreement.

10.11. **Appendices.** The following listed appendices to this Agreement form an integral part of this Agreement and are accepted as part of this Agreement by all of the Parties, to-wit: "Schedule A" - Member Interest Percentages.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal, the day and year first above written.

MEMBER: Renown Health

By: _________________________________
    Its: President

Attest: ______________________________
    Its: Secretary

MEMBER: DRI Research Foundation

By: _________________________________
    Its: President

Attest: ______________________________
    Its: Secretary
SCHEDULE A  
*Member Interest Percentages*

The individual Members have purchased or will purchase, pursuant to separate agreements between any of them and the Company, and the Company will issue, if not already issued to such person, the following Interests in the capital of the Company.

<table>
<thead>
<tr>
<th>Member</th>
<th>Interest Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renown Health</td>
<td>Fifty Percent (50%)</td>
</tr>
<tr>
<td>DRI Research Foundation</td>
<td>Fifty Percent (50%)</td>
</tr>
</tbody>
</table>

It is expressly understood that the individual Members have purchased, are purchasing, or will purchase Interests in exchange for the following values in payment:

<table>
<thead>
<tr>
<th>Member</th>
<th>Initial Capital Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Renown Health</td>
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</tr>
<tr>
<td>DRI Research Foundation</td>
<td>$ 1,000.00</td>
</tr>
</tbody>
</table>