SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is entered into as of _____ (the "Effective Date"), by and between Akil-Abree Consulting, LLC, an Illinois limited liability company, with its principal address at 746 W. Sunset Drive, Glenwood, Illinois 60425 ("Issuer" or "Akil-Abree"), and _____, a(n) _____ organized under the laws of _____, with its principal address at _____ ("Subscriber" or "_____"). Akil-Abree and Subscriber are each referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

A. Akil-Abree desires to issue to Subscriber, and Subscriber desires to acquire from Akil-Abree, a thirty percent (30%) Membership Interest in Akil-Abree, on the terms and subject to the conditions of this Agreement.

B. In connection with the transactions contemplated by this Agreement, the Sellers will transfer directly to Subscriber seventy percent (70%) of, and directly to Akil-Abree thirty percent (30%) of, the issued and outstanding equity interests of Intellistreets, Inc., a Michigan corporation (the "Target Company"), pursuant to that certain _____ dated as of _____, by and among Akil-Abree, Subscriber, the Sellers, the Target Company, and any other parties thereto, as amended or supplemented in accordance with this Agreement (the "Acquisition Agreement").

C. The Parties intend that the subscription by Subscriber, the issuance of the Akil-Abree Interest, the direct transfer and delivery by the Sellers of the Subscriber Shares to Subscriber and the Akil-Abree Shares to Akil-Abree, the transfer and delivery of the Membership Interest to Subscriber, the execution and conditional effectiveness of the Director Agreement, and all related approvals, consents, and closing deliveries will constitute a single, integrated transaction, none of which will be separately effective or consummated unless all are completed simultaneously at Closing.

D. The Parties desire to set forth their agreement concerning the subscription, Closing, and related transactions.

Accordingly, in consideration of the mutual covenants and agreements in this Agreement, the Parties agree as follows:

1. DEFINITIONS

"Acquisition Agreement" has the meaning set forth in the Recitals.

"Acquisition Closing" means the consummation of the direct transfer by the Sellers of the Subscriber Shares to Subscriber and the Akil-Abree Shares to Akil-Abree pursuant to the Acquisition Agreement.

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, that Person. For purposes of this definition,

“control” means the direct or indirect ownership of more than fifty percent (50%) of the voting securities or other equity interests of a Person, or the power to direct the management and policies of that Person.

“Agreement” has the meaning set forth in the preamble.

“Akil-Abree Interest” means the thirty percent (30%) Membership Interest in Akil-Abree that Subscriber will receive at Closing, representing, effective as of Closing, thirty percent (30%) of all voting, economic, distribution, capital, liquidation, and other rights associated with the Membership Interests of Akil-Abree on a fully diluted basis, subject only to the terms of the Amended Operating Agreement.

"Akil-Abree Shares" means shares of capital stock of the Target Company representing, in the aggregate, thirty percent (30%) of all issued and outstanding equity interests of the Target Company immediately following Closing, including thirty percent (30%) of the issued and outstanding voting power and economic interests of the Target Company, calculated on a fully diluted basis except as otherwise specifically set forth on Schedule 2.

“Amended Operating Agreement” means the amended and restated operating agreement of Akil-Abree, or targeted amendment to Akil-Abree’s existing operating agreement, substantially in the form attached as Exhibit C, effective as of Closing.

“Applicable Law” means any federal, state, local, foreign, or other statute, law, ordinance, regulation, rule, code, order, judgment, decree, injunction, writ, or other requirement of a Governmental Authority.

“Business Day” means any day other than a Saturday, Sunday, or day on which commercial banks in Chicago, Illinois, are authorized or required by Law to close.

“Closing” means the simultaneous consummation of all components of the Integrated Transaction in accordance with Section 3.

“Closing Date” means the date on which Closing occurs.

“Closing Funds-Flow Statement” means the written funds-flow statement and written escrow instructions substantially in the form attached as Exhibit B, executed by the Parties and, if applicable, the Escrow Agent, identifying each recipient, payment amount, wire instruction, and condition to release of the Subscription Payment.

“Director Agreement” means the Director Agreement substantially in the form attached as Exhibit A, to be executed by the Persons identified therein and to become effective only upon Closing.

“Encumbrance” means any lien, pledge, mortgage, security interest, claim, charge, option, right of first refusal, right of first offer, restriction on transfer, easement, encumbrance, adverse claim, or other third-party right of any kind.

“Escrow Agent” means the escrow agent designated in the Acquisition Agreement.

“Governmental Authority” means any federal, state, local, municipal, foreign, or other governmental, regulatory, judicial, administrative, or legislative authority, agency, court, tribunal, commission, department, bureau, instrumentality, or other body.

“Integrated Transaction” means the simultaneous transactions contemplated by this Agreement, the Acquisition Agreement, and the Closing Documents, including: Subscriber’s payment of the Subscription Payment; Akil-Abree’s issuance and delivery of the Akil-Abree Interest to Subscriber; the Sellers’ transfer of the Subscriber Shares to Subscriber and the Akil-Abree Shares to Akil-Abree under the Acquisition Agreement; the execution and conditional effectiveness of the Director Agreement and related governance arrangements; and the related approvals, certificates, and Closing deliveries.

“Membership Interest” means a membership interest in Akil-Abree, including all voting, economic, distribution, capital, liquidation, information, consent, and other rights associated with that interest under the Amended Operating Agreement and Applicable Law.

“Michigan Consent Period” means the applicable period within which a shareholder written consent must be executed under the Michigan Business Corporation Act, the Target Company’s articles of incorporation, bylaws, and any other Applicable Law in order to be valid and effective.

“Person” means any individual, corporation, limited liability company, partnership, joint venture, trust, association, unincorporated organization, Governmental Authority, or other entity.

“Securities Act” means the Securities Act of 1933, as amended.

“Sellers” means, collectively, each Person identified as a seller in the Acquisition Agreement who, immediately before Closing, owns any Target Shares and is obligated under the Acquisition Agreement to transfer and deliver Target Shares at Closing, including the Subscriber Shares to Subscriber and the Akil-Abree Shares to Akil-Abree.

“Subscription Payment” means Twenty-Six Million Dollars ($26,000,000), payable by Subscriber in immediately available funds at Closing in accordance with Section 2 and the Closing Funds-Flow Statement.

"Subscriber Shares" means the Target Shares transferred directly by the Sellers to Subscriber at Closing, representing seventy percent (70%) of all issued and outstanding equity interests of the Target Company immediately following Closing, including seventy percent (70%) of the issued and outstanding voting power and economic interests of the Target Company, calculated on a fully diluted basis except as otherwise specifically set forth on Schedule 2.

“Target Shares” means all shares of capital stock of the Target Company transferred by the Sellers at Closing, representing, in the aggregate, one hundred percent (100%) of all issued and outstanding equity interests of the Target Company immediately following Closing, including one hundred percent (100%) of the issued and outstanding voting power and economic interests of the Target Company, calculated on a fully diluted basis except as otherwise specifically set forth on Schedule 2, consisting of the Subscriber Shares and the Akil-Abree Shares.

"Transaction Documents" means this Agreement, the Acquisition Agreement, the Amended Operating Agreement, the Director Agreement, the Closing Funds-Flow Statement, the escrow agreement and written escrow instructions, if any, the certificates, stock powers, assignments, consents, resolutions, and other documents listed on Schedule 3, and each other agreement or instrument expressly identified in writing by Akil-Abree and Subscriber as a Closing Document.

2. SUBSCRIPTION; PURCHASE AND SALE

a. Subscription. Subject to the terms and conditions of this Agreement, Subscriber hereby irrevocably subscribes for, and Akil-Abree agrees to issue and deliver to Subscriber at Closing, the Akil-Abree Interest.

b. Subscription Payment. Subject to satisfaction or written waiver of all conditions to Closing, Subscriber will contribute the Subscription Payment in immediately available funds at Closing. The Subscription Payment will be paid to the Escrow Agent and held and released solely in accordance with the Closing Funds-Flow Statement and the written escrow instructions executed by Akil-Abree, Subscriber, and the Escrow Agent.

c. No Release Before Closing. The Escrow Agent will not release, disburse, or transfer any portion of the Subscription Payment unless and until the Escrow Agent has received joint written confirmation from Akil-Abree and Subscriber, or other written evidence specified in the escrow instructions, that all conditions to Closing have been satisfied or waived in writing and that Closing is occurring simultaneously. No Party may direct or permit the release of Subscription Payment except in accordance with the written escrow instructions.

d. Issuance of Akil-Abree Interest. At Closing, Akil-Abree will:

   i. admit Subscriber as a Member of Akil-Abree with a thirty percent (30%) interest;

   ii. issue and deliver the Akil-Abree Interest to Subscriber free and clear of all Encumbrances other than transfer restrictions imposed under applicable securities Laws, the Amended Operating Agreement, and this Agreement;

   iii. execute and deliver the Amended Operating Agreement;

   iv. make all necessary entries in Akil-Abree's books, records, membership ledger, and capitalization records to reflect Subscriber's admission as a Member and ownership of the Akil-Abree Interest; and

   v. obtain and deliver all Member, manager, officer, and other approvals necessary to authorize and effect the issuance of the Akil-Abree Interest.

e. Target Shares. As an express condition to Subscriber's obligation to fund the Subscription Payment, the Acquisition Agreement shall provide for, and the parties thereto shall effect at Closing, the direct transfer of the Subscriber Shares to Subscriber and the direct transfer of the Akil-Abree Shares to Akil-Abree. Subscriber and Akil-Abree shall cooperate and use commercially reasonable efforts to cause the Acquisition Agreement to be executed and

consummated in accordance with the terms herein and therein.

f. No Issuance by Target Company. The Parties acknowledge that the transfer of the Target Shares, consisting of the Subscriber Shares and the Akil-Abree Shares, is intended to be a transfer of existing equity interests held by the Sellers and is not a primary issuance of securities by the Target Company, unless the Acquisition Agreement expressly provides otherwise and the applicable Transaction Documents are amended in writing to reflect that structure.

g. Delivery of Target Shares. At Closing, Subscriber must receive evidence reasonably satisfactory to it that it owns the Subscriber Shares, and Akil-Abree must receive evidence reasonably satisfactory to it that it owns the Akil-Abree Shares.

3. CLOSING; INTEGRATED TRANSACTION

a. Closing. Subject to the satisfaction or written waiver of the conditions in Article 7 and Article 8, the Closing will occur remotely or in-person through the exchange of executed documents and electronic funds transfers on the date agreed upon in the Acquisition Agreement.

b. Single Integrated Transaction. The Parties acknowledge and agree that the Integrated Transaction constitutes a single, integrated, interdependent, and indivisible transaction.

c. Simultaneous Effectiveness. None of the components of the Integrated Transaction will be separately effective, consummated, or enforceable as a completed transaction unless all components are completed simultaneously at Closing. Neither Party may elect to close one component of the Integrated Transaction while declining, delaying, or failing to close another component.

d. No Partial Closing.

    i. Neither Akil-Abree nor Subscriber may require or compel a partial closing. Subscriber will have no obligation to fund the Subscription Payment unless, simultaneously with that funding:

        1. Subscriber receives the Akil-Abree Interest; and

        2. Subscriber receives and is registered as the owner of the Subscriber Shares.

    ii. Akil-Abree will have no obligation to issue the Akil-Abree Interest, release or use any Subscription Payment, or otherwise consummate the subscription unless:

        1. Subscriber has funded the Subscription Payment in full, in accordance with the Closing Funds-Flow Statement; and

        2. the Subscriber Shares are simultaneously transferred and delivered to Subscriber and the Akil-Abree Shares are simultaneously transferred and

delivered to Akil-Abree as required by this Agreement.

e. Closing Deliveries. The Parties will make the deliveries required by Schedule 3. All Closing deliveries will be held in escrow or otherwise delivered subject to simultaneous release at Closing, except for documents expressly intended to be delivered before Closing with conditional effectiveness upon Closing.

4. ACQUISITION AGREEMENT; TARGET SHARE ACQUISITION

a. Acquisition Agreement. Parties will use commercially reasonable efforts to cause the Acquisition Agreement to be executed and delivered by Akil-Abree, Subscriber, each Seller, the Target Company, and each other required party.

b. Seller and Target Company Deliveries. The Parties acknowledge that the Sellers and the Target Company are not bound by this Agreement merely because Akil-Abree and Subscriber have entered into this Agreement. Accordingly, as conditions precedent to Closing, the Sellers, the Target Company, and each other necessary Person must execute and deliver the Acquisition Agreement and all other documents required to: (i) transfer the Subscriber Shares to Subscriber; (ii) transfer the Akil-Abree Shares to Akil-Abree; and (iii) implement the Director Agreement.

c. No Obligation Before Third-Party Deliveries. Neither Akil-Abree nor Subscriber will be obligated to consummate the Closing unless, on or before Closing, all documents, instruments, consents, approvals, certificates, and other deliveries required from the Sellers, the Target Company, shareholders, directors, officers, or any other third party under this Agreement, the Acquisition Agreement, the Director Agreement, or Schedule 3 have been duly executed and delivered in form and substance reasonably satisfactory to Akil-Abree and Subscriber, or waived in writing by Akil-Abree and Subscriber.

d. Amendments to Acquisition Agreement. Neither Party will amend, waive, terminate, extend, or otherwise modify any material provision of the Acquisition Agreement without the other Party's prior written consent if the action would reasonably be expected to:

   i. reduce the Subscriber Shares or the Akil-Abree Shares;

   ii. impair Subscriber's title to, ownership of, or rights in the Subscriber Shares or Akil-Abree's title to, ownership of, or rights in the Akil-Abree Shares;

   iii. adversely affect the Director Agreement or the Target Company governance arrangements contemplated by this Agreement;

   iv. increase Subscriber's obligations or liabilities; or

   v. otherwise materially and adversely affect the Integrated Transaction.

e. Acquisition Consideration. The acquisition consideration payable under the Acquisition Agreement, the recipient or recipients of that consideration, and each payment to be made

from the Subscription Payment will be specified in the Closing Funds-Flow Statement.

f. Adjustment of Target Company Disbursement. Notwithstanding anything to the contrary in this Agreement, the aggregate portion of the Subscription Payment to be disbursed to or on behalf of the Sellers, the Target Company, or their respective representatives in connection with the Acquisition Closing (the "Target Company Disbursement Amount") is intended to be Twenty Million Dollars ($20,000,000). If the Target Company Disbursement Amount required to consummate the Acquisition Closing, as reflected in the Closing Funds-Flow Statement, is less than Twenty Million Dollars ($20,000,000), the Target Company Disbursement Amount will automatically be reduced to the amount so required, without further action, consent, or amendment by either Party. If the Target Company Disbursement Amount required to consummate the Acquisition Closing exceeds Twenty Million Dollars ($20,000,000), no amount in excess of Twenty Million Dollars ($20,000,000) may be disbursed to or on behalf of the Sellers, the Target Company, or their respective representatives unless Subscriber first provides its prior written consent to that excess amount. For clarity, the Subscription Payment remains Twenty-Six Million Dollars ($26,000,000), and any portion of the Subscription Payment not disbursed as the Target Company Disbursement Amount will be disbursed in accordance with the Closing Funds-Flow Statement.

5. DIRECTOR AGREEMENT; TARGET COMPANY CORPORATE ACTIONS

a. Director Agreement. The Director Agreement attached as Exhibit A is incorporated into this Agreement by reference and will be substantially in the form attached as Exhibit A. As a condition to Closing, Akil-Abree and Subscriber, in their respective capacities as the shareholders of the Target Company immediately following Closing, shall execute and deliver the Director Agreement. Akil-Abree and Subscriber shall also use commercially reasonable efforts to cause the Target Company and each other Person required to be a party to the Director Agreement to execute and deliver the Director Agreement.

b. Conditional Effectiveness. The Director Agreement and all related governance documents may be executed before or at Closing but will become effective only upon Closing. If Closing does not occur, the Director Agreement and each related governance document will be void and without force or effect, except to the extent any such document expressly provides otherwise.

c. Post-Closing Management and Control. The Parties agree that, from and after Closing, the management and control of the Target Company will be vested in Akil-Abree or one or more Persons designated by Akil-Abree, in each case as provided in the Director Agreement and subject to Applicable Law and the Target Company’s organizational documents. The Parties intend that the Director Agreement will set forth the specific director appointment, removal, voting, proxy, officer appointment, and other governance arrangements necessary or appropriate to implement that management and control.

d. Post-Closing Preservation of Governance Arrangements. From and after Closing, Akil-Abree and Subscriber, in their respective capacities as shareholders of the Target Company, shall take all actions necessary or desirable to preserve, implement, and give continuing effect to the post-Closing management and control arrangements contemplated by Section 5(c) and the Director Agreement. Neither Akil-Abree nor Subscriber shall, directly or indirectly, take,

support, vote for, consent to, initiate, or assist in any action to remove Akil-Abree or any Person designated by Akil-Abree pursuant to the Director Agreement from any director, officer, management, governance, appointment, proxy, voting, or other position or right contemplated by the Director Agreement, except as expressly permitted by the Director Agreement.

e. No Unstated Governance Rights. Nothing in this Agreement creates, grants, modifies, or limits any director appointment right, director removal right, board size, voting arrangement, proxy, management-control right, veto right, director power, shareholder right, or other governance right except as expressly set forth in the Director Agreement, the Acquisition Agreement, the Target Company's organizational documents, or another written agreement signed by the applicable parties.

f. Corporate Actions. At or before Closing, Akil-Abree and Subscriber shall take all actions within their respective control and shall use commercially reasonable efforts to cause the Target Company and each other applicable Person to take all actions necessary or desirable to implement the Director Agreement and the post-Closing management and control arrangement contemplated by this Section, including the execution and delivery of shareholder consents, stockholder votes, board resolutions, officer certificates, bylaws amendments, stockholder agreements, proxies, appointment instruments, and other corporate actions.

g. Pre-Closing Approvals. Any shareholder consent, board resolution, appointment instrument, bylaws amendment, stockholder agreement, proxy, or other approval required to implement the Director Agreement or the post-Closing management and control arrangement may be executed before Closing solely on the express condition that it will become effective only upon Closing. No such document will take effect or cause any director appointment, removal, election, governance change, management-control change, or other corporate action unless and until all conditions to Closing under this Agreement have been satisfied or waived in writing and Closing has occurred.

h. Michigan Written Consent Compliance. Any unanimous shareholder written consent of the Target Company executed before Closing must expressly provide that it will become effective only upon the occurrence of Closing and must be executed in compliance with the applicable Michigan Consent Period, the Michigan Business Corporation Act, the Target Company's organizational documents, and Applicable Law. If Closing does not occur before the expiration of the applicable Michigan Consent Period, the applicable signatories and their permitted successors and assigns shall promptly take all commercially reasonable actions necessary to execute and deliver a substantially similar replacement written consent. Parties shall use commercially reasonable efforts to cause the Target Company, and all other necessary Persons to cooperate in implementing this provision.

6. REPRESENTATIONS AND WARRANTIES OF AKIL-ABREE

Akil-Abree represents and warrants to Subscriber as of the Effective Date and as of Closing as follows:

a. Organization; Good Standing. Akil-Abree is a limited liability company duly organized, validly

existing, and in good standing under the Laws of Illinois. Akil-Abree has the requisite limited liability company power and authority to own its assets, conduct its business, execute and deliver this Agreement and the other Transaction Documents to which it is a party, and perform its obligations under them.

b. Authorization. The execution, delivery, and performance by Akil-Abree of this Agreement and the other Transaction Documents to which it is a party have been duly authorized by all necessary limited liability company action. This Agreement has been duly executed and delivered by Akil-Abree and constitutes a legal, valid, and binding obligation of Akil-Abree, enforceable against Akil-Abree in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent-transfer, reorganization, moratorium, and similar Laws affecting creditors' rights generally and general principles of equity.

c. No Conflict. The execution, delivery, and performance by Akil-Abree of this Agreement and the other Transaction Documents to which it is a party will not:

   i. conflict with or violate Akil-Abree's articles of organization, operating agreement, or other organizational documents;

   ii. violate any Applicable Law or order binding on Akil-Abree;

   iii. require any consent, approval, authorization, or filing other than those identified on Schedule 3; or

   iv. result in a breach, default, or acceleration under any material agreement binding on Akil-Abree.

d. Capitalization of Akil-Abree. Schedule 1 accurately sets forth the capitalization and ownership of Akil-Abree immediately before and immediately after Closing. Immediately following Closing, Subscriber will own the Akil-Abree Interest, and no Person other than the Members identified on Schedule 1 will have any right to acquire a Membership Interest in Akil-Abree, except as expressly identified on Schedule 1 or in the Amended Operating Agreement.

e. Valid Issuance. Subject to Subscriber's payment of the Subscription Payment and satisfaction or waiver of the conditions to Closing, the Akil-Abree Interest will be duly authorized, validly issued, fully paid, nonassessable to the fullest extent permitted by Applicable Law, and free and clear of all Encumbrances other than transfer restrictions under applicable securities Laws, this Agreement, and the Amended Operating Agreement.

f. Acquisition Agreement. To Akil-Abree's knowledge, the Acquisition Agreement will, at Closing, be in full force and effect, and all conditions to the Acquisition Closing required to be satisfied by Akil-Abree will have been satisfied or waived in writing.

g. Target Shares. At Closing, Subscriber will receive the Subscriber Shares, and Akil-Abree will receive the Akil-Abree Shares, in each case free and clear of all Encumbrances other than restrictions under applicable securities Laws and the agreed Target Company governance

instruments.

h. Compliance with Law. Akil-Abree is in material compliance with all Laws applicable to its execution, delivery, and performance of this Agreement and the Integrated Transaction.

i. No Bad Actors. Neither Akil-Abree nor, to Akil-Abree's knowledge, any person covered by Rule 506(d) of Regulation D under the Securities Act with respect to Akil-Abree's offering of the Akil-Abree Interest is subject to a disqualifying event described in Rule 506(d), except for any event disclosed in writing to Subscriber before Closing for which an applicable exception, waiver, or reasonable-care exception is available.

j. Disclosure. No representation or warranty made by Akil-Abree in this Agreement contains an untrue statement of material fact or omits to state a material fact necessary to make the statements made, in light of the circumstances in which they were made, not misleading.

7. REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER

Subscriber represents and warrants to Akil-Abree as of the Effective Date and as of Closing as follows:

a. Organization; Good Standing. Subscriber is a _____ duly organized, validly existing, and in good standing under the laws of _____. Subscriber has the requisite power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party and to perform its obligations under them.

b. Authorization. The execution, delivery, and performance by Subscriber of this Agreement and the other Transaction Documents to which it is a party have been duly authorized by all necessary action. This Agreement has been duly executed and delivered by Subscriber and constitutes a legal, valid, and binding obligation of Subscriber, enforceable against Subscriber in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent-transfer, reorganization, moratorium, and similar Laws affecting creditors' rights generally and general principles of equity.

c. No Conflict. The execution, delivery, and performance by Subscriber of this Agreement and the other Transaction Documents to which it is a party will not:

   i. conflict with or violate Subscriber's organizational documents;

   ii. violate any Applicable Law or order binding on Subscriber;

   iii. require any consent, approval, authorization, or filing other than those identified on Schedule 3; or

   iv. result in a breach, default, or acceleration under any material agreement binding on Subscriber.

d. Accredited Investor. Subscriber is an "accredited investor" within the meaning of Rule 501(a)

of Regulation D under the Securities Act and will deliver an executed Accredited Investor Certification substantially in the form attached as Exhibit D.

e. Investment Intent. Subscriber is acquiring the Akil-Abree Interest for its own account, for investment purposes only, and not with a view to, or for offer or sale in connection with, any distribution of the Akil-Abree Interest in violation of the Securities Act or other applicable securities Laws.

f. Sophistication; Independent Review. Subscriber, either alone or with the assistance of its professional advisers, has sufficient knowledge and experience in financial, tax, legal, business, and investment matters to evaluate the merits and risks of acquiring the Akil-Abree Interest. Subscriber has had the opportunity to consult with legal counsel, tax advisers, accountants, and other advisers of its choosing.

g. Access to Information. Subscriber has received access to such information about Akil-Abree, the Target Company, the Akil-Abree Interest, the Subscriber Shares, and the Integrated Transaction as Subscriber considers necessary or appropriate to make an informed investment decision. Subscriber has had the opportunity to ask questions and receive answers from Akil-Abree concerning the terms and conditions of the Integrated Transaction.

h. Investment Risk. Subscriber understands that acquisition of the Akil-Abree Interest and the Subscriber Shares involves substantial risk, that the Akil-Abree Interest and the Subscriber Shares are illiquid and subject to restrictions on transfer, and that Subscriber may lose its entire investment. Subscriber has the financial capacity to bear a complete loss of its investment in the Akil-Abree Interest and the Subscriber Shares.

i. Restricted Securities. Subscriber understands that the Akil-Abree Interest has not been registered under the Securities Act or state securities Laws and may not be offered, sold, assigned, pledged, hypothecated, or otherwise transferred unless the transfer is registered under applicable securities Laws or an exemption from registration is available and the other requirements of the Amended Operating Agreement and this Agreement have been satisfied.

j. No General Solicitation. Subscriber was not induced to enter into this Agreement by any form of general solicitation or general advertising prohibited under Regulation D.

k. Bad-Actor Questionnaire. Subscriber will deliver a completed Rule 506 Bad-Actor Questionnaire substantially in the form attached as Exhibit E. Neither Subscriber nor, to Subscriber's knowledge, any person covered by Rule 506(d) with respect to Subscriber's acquisition of the Akil-Abree Interest is subject to a disqualifying event described in Rule 506(d), except as disclosed in writing to Akil-Abree before Closing.

l. Source of Funds; Sanctions and AML Compliance.

    i. The Subscription Payment is not derived from, and will not be paid with, proceeds of any unlawful activity.

ii. Subscriber is in material compliance with applicable anti-money laundering, anti-bribery, anti-corruption, economic-sanctions, and anti-terrorism Laws.

iii. Neither Subscriber nor, to Subscriber's knowledge, any of its beneficial owners, controlling Persons, officers, or directors is a Person with whom Akil-Abree is prohibited from dealing under applicable economic-sanctions Laws.

iv. Subscriber will provide the beneficial ownership, source-of-funds, tax, sanctions, and anti-money-laundering documentation reasonably requested by Akil-Abree or the Escrow Agent.

m. No Brokers. Except as disclosed on Schedule 3, Subscriber has not retained any broker, finder, investment banker, or other intermediary that is entitled to any fee, commission, or other payment in connection with the Integrated Transaction for which Akil-Abree, the Target Company, or the Sellers would be liable.

8. CONDITIONS TO CLOSING

a. Conditions to Subscriber's Obligation. Subscriber's obligation to fund the Subscription Payment and consummate the Integrated Transaction is subject to satisfaction or written waiver by Subscriber of each of the following conditions:

i. the Acquisition Agreement has been executed and delivered by all required parties and remains in full force and effect;

ii. the Acquisition Closing occurs simultaneously with Closing, Subscriber receives and is registered as owner of the Subscriber Shares, and Akil-Abree receives and is registered as owner of the Akil-Abree Shares, in each case in accordance with this Agreement;

iii. Akil-Abree issues and delivers the Akil-Abree Interest to Subscriber in accordance with this Agreement;

iv. the Director Agreement has been executed by all required parties and is conditionally effective upon Closing;

v. all Target Company shareholder, board, officer, governance, and organizational actions necessary or desirable to implement the Director Agreement have been executed in agreed form and are conditionally effective upon Closing;

vi. Subscriber has received the capitalization, title, lien, good-standing, authority, incumbency, and other certificates required by Schedule 3;

vii. no Law, injunction, order, judgment, decree, or other legal restraint prohibits, restrains, or renders unlawful the Closing or any material component of the Integrated Transaction;

viii. the representations and warranties of Akil-Abree are true and correct in all material respects as of Closing, except to the extent expressly made as of another date;

ix. Akil-Abree has performed or complied in all material respects with its covenants and obligations required to be performed or complied with on or before Closing;

x. Subscriber has completed, to its reasonable satisfaction, its securities-law, tax, sanctions, anti-money-laundering, beneficial-ownership, title, corporate, financial, and other agreed diligence;

xi. all other required Closing deliveries described on Schedule 3 have been delivered in agreed form.

b. Conditions to Akil-Abree's Obligation. Akil-Abree's obligation to issue the Akil-Abree Interest and consummate the Integrated Transaction is subject to satisfaction or written waiver by Akil-Abree of each of the following conditions:

i. Subscriber has funded the Subscription Payment in full in immediately available funds to the Escrow Agent in accordance with the Closing Funds-Flow Statement;

ii. the Acquisition Closing occurs simultaneously with Closing, Subscriber receives and is registered as owner of the Subscriber Shares, and Akil-Abree receives and is registered as owner of the Akil-Abree Shares, in each case in accordance with this Agreement;

iii. the representations and warranties of Subscriber are true and correct in all material respects as of Closing, except to the extent expressly made as of another date;

iv. Subscriber has delivered formation documents, good-standing certificates, authority documents, EIN confirmation, tax classification information, ownership information, beneficial-ownership information, and anti-money-laundering and sanctions documentation reasonably requested by Akil-Abree or the Escrow Agent;

v. Subscriber has delivered an executed Accredited Investor Certification and Rule 506 Bad-Actor Questionnaire;

vi. Subscriber has executed and delivered all documents that Subscriber is required to execute to consummate the acquisition, equity transfer, Director Agreement, governance arrangements, and other elements of the Integrated Transaction

vii. no Law, injunction, order, judgment, decree, or other legal restraint prohibits, restrains, or renders unlawful the Closing or any material component of the Integrated Transaction; and

viii. all other required Closing deliveries described on Schedule 3 have been delivered in agreed form.

c. Waiver. No condition may be waived except by a written instrument signed by the Party entitled to the benefit of that condition; provided, however, that no waiver may permit a partial Closing or otherwise alter the simultaneous and integrated nature of the Integrated Transaction.

9. TAX MATTERS & ENTITY STRUCTURES

a. Tax Classification. As of Closing, Akil-Abree will be treated as a partnership for United States federal income tax purposes, and the Target Company will be treated as a corporation for United States federal income tax purposes. Each Party will take, and will cause its applicable Affiliates to take, all actions reasonably necessary to preserve those intended tax classifications, including timely filing all required tax returns, elections, statements, and information reports consistent with those classifications.

b. Akil-Abree Tax Matters. The Amended Operating Agreement will govern all tax matters relating to Akil-Abree and its Members. To the extent of any inconsistency between this Agreement and the Amended Operating Agreement concerning internal tax matters of Akil-Abree and its Members, the Amended Operating Agreement will control.

c. Target Company Tax Matters. The Parties acknowledge that the Target Company is organized as a Michigan corporation and will continue to be treated as a corporation for United States federal income tax purposes unless and until a change is duly approved and implemented in accordance with this Agreement, Applicable Law, and the Target Company's organizational and governance documents. Neither Party will knowingly take, or cause the Target Company to take, any action that would alter the Target Company's tax classification without the approvals required under the applicable governance documents and Applicable Law.

d. Tax Compliance and Cooperation. Following Closing, each Party will reasonably cooperate with the other Party and, to the extent within its control, with Akil-Abree and the Target Company, in connection with tax compliance, tax reporting, tax audits, tax elections, and the preparation and filing of tax returns relating to the Integrated Transaction. Such cooperation includes providing reasonably requested information, records, certifications, and signatures; retaining relevant books and records; and promptly notifying the other Party of any material tax examination, assessment, claim, or proceeding relating to the Integrated Transaction, Akil-Abree, or the Target Company that could reasonably be expected to materially affect the other Party.

e. Tax Advice; No Tax Representation. Each Party acknowledges that it has had the opportunity to consult its own legal counsel, tax advisers, and accountants regarding the tax consequences of the Integrated Transaction. Except for the express representations and warranties set forth in this Agreement, neither Party makes any representation, warranty, or covenant regarding the tax consequences of the Integrated Transaction to the other Party or any other Person.

f. Entity Structure and Reorganization. Before Closing, Akil-Abree and Subscriber may, by a written agreement signed by both Parties, approve or cause Akil-Abree or the Target Company upon Closing, as applicable, to undertake a conversion, merger, reorganization, recapitalization, domestication, redomestication, continuation, or other change in legal

form, jurisdiction of organization, or entity structure, provided that the action does not alter the economic ownership, voting rights, governance rights, or other material rights contemplated by this Agreement unless the Parties expressly agree otherwise in writing.

g. Post-Closing Structural Changes. After Closing, any conversion, merger, reorganization, domestication, redomestication, change in tax classification, or other material change to the legal form, jurisdiction, capitalization, or entity structure of Akil-Abree or the Target Company must be approved and implemented in accordance with Applicable Law and the applicable entity's organizational documents, governance documents, and required approval rights. No such action will be deemed to breach this Agreement solely because it is authorized and completed in accordance with those requirements.

h. Preservation of Rights. Nothing in this Agreement authorizes or requires any action that would reduce, limit, impair, supersede, or otherwise modify any valid voting right, consent right, approval right, economic right, management right, director appointment right, or other governance right of any Person under the Amended Operating Agreement, the Director Agreement, the Target Company's organizational documents, or another applicable written agreement.

10. COVENANTS

a. Reasonable Best Efforts. Subject to the express limitations of this Agreement, each Party will use commercially reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate the Integrated Transaction promptly and in accordance with this Agreement.

b. Further Assurances. Each Party will execute and deliver all further documents, certificates, instruments, and assurances, and take all additional actions, reasonably necessary or desirable to carry out the purposes of this Agreement and consummate the Integrated Transaction.

c. Securities Compliance. Akil-Abree and Subscriber will cooperate in good faith in connection with:

   i. any federal Form D filing required in connection with the issuance of the Akil-Abree Interest;

   ii. applicable state securities notice filings and fees;

   iii. reasonable requests for investor qualification, bad-actor, beneficial ownership, and other compliance information; and

   iv. compliance with applicable exemptions from registration under federal and state securities Laws.

d. Transfer Restrictions. Subscriber will not transfer any portion of the Akil-Abree Interest except in compliance with the Securities Act, applicable state securities Laws, this Agreement, and the Amended Operating Agreement. Akil-Abree may place appropriate

legends or notations on its books and records reflecting those restrictions.

e. Confidentiality.

   i. Each Party will keep confidential all non-public information received from the other Party in connection with the Integrated Transaction and will use that information solely for purposes of evaluating, documenting, consummating, and administering the Integrated Transaction.

   ii. A Party may disclose confidential information to its Affiliates, officers, directors, employees, legal counsel, accountants, financial advisers, financing sources, and other representatives who have a need to know the information and are bound by confidentiality obligations at least as protective as those contained in this Section 10(e).

   iii. A Party may disclose confidential information to the extent required by Applicable Law, legal process, stock-exchange rule, or Governmental Authority, provided that, to the extent legally permitted, the disclosing Party gives the other Party prompt written notice and reasonably cooperates in seeking confidential treatment.

   iv. This Section 10(e) does not apply to information that the receiving Party can demonstrate: (1) is or becomes publicly available other than through breach of this Agreement; (2) was lawfully known by the receiving Party without confidentiality restrictions before disclosure; (3) is lawfully received from a third party without breach of a confidentiality obligation; or (4) is independently developed without use of the disclosing Party's confidential information.

f. Publicity. Neither Party will issue or permit any press release, public announcement, or other public disclosure concerning this Agreement or the Integrated Transaction without the prior written consent of the other Party, except as required by Applicable Law, legal process, or stock-exchange rule. Any legally required disclosure will, to the extent practicable, be subject to prior consultation with the other Party.

g. Access; Records. Before Closing, Akil-Abree will provide Subscriber and its representatives reasonable access, during normal business hours and on reasonable notice, to the books, records, contracts, organizational documents, and other information of Akil-Abree and, to the extent Akil-Abree has the right to provide access, the Target Company, in each case subject to applicable confidentiality obligations and Law.

h. No Circumvention of Integrated Structure. For twelve (12) months following the Effective Date, Subscriber will not, directly or indirectly, whether alone or through any Affiliate, representative, financing source, or other Person, acquire or seek to acquire any equity interest in, assets of, or control of the Target Company from any Seller or other equity holder except pursuant to the Integrated Transaction, unless Akil-Abree gives its prior written consent. Subscriber acknowledges that a breach of this provision may cause irreparable harm to Akil-Abree, for which Akil-Abree will be entitled to seek injunctive relief, specific performance, and any other remedies available at Law or in equity.

11. TERMINATION; FAILURE OF ACQUISITION

a. Automatic Termination. This Agreement automatically terminates, and the Integrated Transaction will be deemed never to have occurred, if:

   i. the Acquisition Agreement is terminated, expires, is rescinded, or otherwise ceases to be in full force and effect before Closing;

   ii. the Acquisition Closing fails to occur for any reason;

   iii. Subscriber does not receive the Subscriber Shares, or Akil-Abree does not receive the Akil-Abree Shares at Closing;

   iv. Subscriber does not receive the Akil-Abree Interest at Closing;

   v. Closing has not occurred on or before _____, unless that date is extended in a written agreement signed by Akil-Abree and Subscriber; or

   vi. a final, nonappealable order or Applicable Law prohibits the Integrated Transaction.

   Notwithstanding the foregoing, Section 10(h) shall survive.

b. Void Ab Initio Effect. Upon termination under Section 11(a), this Agreement and the Integrated Transaction will be void ab initio as to all unconsummated transaction obligations. No Membership Interest will be issued, no Subscription Payment will be released, no Target Shares or Akil-Abree Shares will be transferred as part of the Integrated Transaction, and neither Party will have any obligation to consummate the subscription or any other component of the Integrated Transaction.

c. Escrowed Funds. If this Agreement terminates before Closing, no Subscription Payment held in escrow may be released except as expressly required by the written escrow instructions. The Parties will jointly instruct the Escrow Agent to return the Subscription Payment to Subscriber, less any amounts expressly payable from escrow under the Closing Funds-Flow Statement or escrow instructions, within seven (7) Business Days after termination.

d. Effect of Termination. Termination of this Agreement will not relieve either Party from liability for fraud, intentional misconduct, or a breach of this Agreement occurring before termination. The following provisions survive termination: Section 10(e), Section 10(f), Section 10(h), Section 11, Section 12, Section 13, Section 14, and Section 15, together with any provision that by its terms is intended to survive.

e. Return or Destruction of Information. Upon termination and written request of the disclosing Party, the receiving Party will promptly return or destroy the disclosing Party's confidential information, except that the receiving Party may retain copies required to be retained by Applicable Law, professional standards, automatic electronic backup systems, or bona fide document-retention policies, subject in all cases to the confidentiality obligations of this Agreement.

12. EXPENSES

a. General Rule. Except as expressly set forth in the Closing Funds-Flow Statement or another Transaction Document, each Party will bear its own legal, accounting, tax, financial-advisory, diligence, and other expenses incurred in connection with the negotiation, preparation, execution, and performance of this Agreement and the Integrated Transaction; provided, however, that, to the extent any portion of the Subscription Payment is disbursed to Akil-Abree pursuant to the Closing Funds-Flow Statement, Akil-Abree may use such disbursed amounts to pay its legal, accounting, financial-advisory, and other professional advisers and transaction expenses.

b. Target Company and Seller Expenses. Any fees, costs, expenses, indebtedness, transaction bonuses, broker fees, or other amounts payable to or on behalf of the Sellers, the Target Company, or their respective representatives will be paid only as expressly set forth in the Closing Funds-Flow Statement or the Acquisition Agreement.

c. Broker Indemnity. Each Party will indemnify, defend, and hold harmless the other Party and its Affiliates from and against all losses, liabilities, damages, costs, and expenses arising out of claims for brokerage commissions, finder's fees, or similar compensation asserted by any Person claiming to have been engaged by that indemnifying Party.

13. REMEDIES

a. Specific Performance. The Parties acknowledge that a breach of the obligations to make Closing deliveries, transfer or deliver the Target Shares, issue the Akil-Abree Interest, execute the Director Agreement, obtain or implement required corporate actions, or comply with the cooperation covenants in this Agreement may cause irreparable harm for which monetary damages would not be an adequate remedy. Accordingly, subject to customary equitable principles, each Party will be entitled to seek specific performance, temporary, preliminary, and permanent injunctive relief, and other equitable remedies to enforce those obligations, without the requirement to post bond or prove actual damages.

b. Cumulative Remedies. The rights and remedies of each Party under this Agreement are cumulative and do not exclude any other rights or remedies available at Law or in equity.

c. No Waiver. No failure or delay by a Party in exercising any right, power, or remedy under this Agreement will operate as a waiver. No waiver will be effective unless in writing and signed by the Party against whom the waiver is asserted. A waiver of any breach will not be a waiver of any other or subsequent breach.

14. NOTICES

a. Form of Notice. All notices, requests, demands, consents, approvals, waivers, and other communications under this Agreement must be in writing and will be deemed given:

    i. when delivered personally;

ii. one (1) Business Day after being sent by a nationally recognized overnight courier;

iii. when transmitted by email, if sent before 5:00 p.m. local time at the recipient's address on a Business Day and no delivery-failure notice is received, or otherwise on the next Business Day; or

iv. three (3) Business Days after being deposited in the United States mail, certified or registered, return receipt requested, postage prepaid.

b. Notice Addresses. Notices must be delivered to the following addresses, or to another address designated by written notice:

If to the Issuer:	Akil-Abree Consulting, LLC
Attention:	David D. Lockman
Address:	746 W. Sunset Drive Glenwood, Illinois 60425
Email:	akilabreeconsult@gmail.com; tplanera@tplaw.net
If to the Subscriber:	_____
Attention:	_____
Address:	_____
Email:	_____

15. MISCELLANEOUS

a. Governing Law. This Agreement and all claims arising out of or relating to this Agreement or the Integrated Transaction will be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to conflict-of-laws principles that would require the application of another jurisdiction's Laws. The Acquisition Agreement and all claims arising out of or relating to the Acquisition Agreement will be governed by and construed in accordance with the laws specified in the Acquisition Agreement. Notwithstanding the foregoing, the corporate approvals, shareholder actions, board actions, governance instruments, and organizational matters of the Target Company will be governed by and must comply with the laws of the State of Michigan and the Target Company's organizational documents.

b. Venue; Jury Trial Waiver.

i. Each Party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Cook County, Illinois, for any action or proceeding arising out of or relating to this Agreement, except that either Party may seek temporary, preliminary, or permanent equitable relief in any court of competent jurisdiction to prevent immediate or irreparable harm.

ii. EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE INTEGRATED TRANSACTION.

c. Entire Agreement. This Agreement, the exhibits, schedules, and expressly identified Transaction Documents constitute the entire agreement between the Parties with respect to the Integrated Transaction and supersede all prior and contemporaneous negotiations, discussions, understandings, letters of intent, term sheets, and agreements relating to its subject matter.

d. Priority of Transaction Documents. In the event of any inconsistency among the Transaction Documents, the following order of priority will apply solely with respect to the subject matter addressed by the conflicting provisions:

   i. this Agreement, with respect to the conditional, integrated, simultaneous, no-partial-closing, termination, and remedies provisions governing the Integrated Transaction;

   ii. the Acquisition Agreement, with respect to the acquisition of the Target Shares from the Sellers, except that no provision of the Acquisition Agreement may override the integrated-transaction protections of this Agreement as between Akil-Abree and Subscriber;

   iii. the Amended Operating Agreement, with respect to the internal governance, rights, obligations, allocations, distributions, transfer restrictions, dilution, and liquidation rights of Akil-Abree and its Members;

   iv. the Director Agreement, with respect to the director and governance matters expressly addressed in the Director Agreement;

   v. the Closing Funds-Flow Statement, with respect to the mechanical disbursement of the Subscription Payment at Closing; and

   vi. Schedule 3 and the remaining Closing Documents, with respect to the specific delivery mechanics and corporate actions addressed therein.

e. Broker; Investment Bank. The Parties acknowledge that Gar Wood Securities LLC (the "Investment Bank") has acted or may act as an investment banker, financial adviser, placement agent, finder, or other intermediary in connection with the Integrated Transaction. Subscriber represents and warrants that neither it nor any of its Affiliates has engaged the Investment Bank and that neither Subscriber nor any of its Affiliates has any obligation to pay the Investment Bank any brokerage commission, finder's fee, placement fee, investment-banking fee, advisory fee, success fee, expense reimbursement, or other compensation in connection with the Integrated Transaction, except pursuant to a separate written agreement executed by Subscriber and the Investment Bank. Any engagement of the Investment Bank by Akil-Abree, and any fees, expenses, or other amounts payable under that engagement, will be governed solely by the applicable separate written agreement and, to the extent payable at Closing from the Subscription Payment, must be expressly identified in the Closing Funds-Flow Statement or the Acquisition Agreement. Nothing in this Agreement creates, expands, modifies, or supersedes any agreement between the Investment Bank and Akil-Abree, Subscriber, the Target Company, the Sellers, or any other Person. Each Party will be solely responsible for, and will indemnify, defend, and hold harmless the other Party and

its Affiliates from and against, any claim for brokerage commissions, finder's fees, investment-banking fees, placement fees, advisory fees, or similar compensation arising from any arrangement made by or on behalf of that Party or its Affiliates, including any claim asserted by the Investment Bank.

f. Amendments. No amendment, modification, supplement, or termination of this Agreement will be effective unless it is in writing and signed by Akil-Abree and Subscriber; provided that any amendment affecting the rights or obligations of the Target Company, the Sellers, or another third party under a Transaction Document must also be executed by that Person if required under the applicable Transaction Document or Applicable Law.

g. Assignment. Neither Party may assign, delegate, or transfer this Agreement or any right or obligation under this Agreement without the prior written consent of the other Party, except that Subscriber may assign its rights and obligations to an Affiliate upon written notice to Akil-Abree, provided that Subscriber remains liable for all obligations under this Agreement. Any attempted assignment in violation of this Section 15(f) is void.

h. No Third-Party Beneficiaries. Except for the indemnified parties under Section 12(c), this Agreement is for the sole benefit of the Parties and their permitted successors and assigns. Nothing in this Agreement confers any right or remedy on any other Person, including the Sellers or the Target Company.

i. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, that provision will be enforced to the maximum extent permitted by Law, and the remaining provisions will remain in full force and effect. The Parties will negotiate in good faith to replace any invalid, illegal, or unenforceable provision with a valid provision that most closely reflects the original intent and economic effect.

j. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one instrument. Signatures delivered by email, PDF, DocuSign, or another generally accepted electronic-signature method will be effective as original signatures.

k. Interpretation.

    i. The headings in this Agreement are for convenience only and do not affect interpretation.

    ii. The words "include," "includes," and "including" mean "include, without limitation," "includes, without limitation," and "including, without limitation."

    iii. References to "writing" or "written" include electronically transmitted communications capable of being retained in tangible form.

    iv. This Agreement will be construed without regard to any presumption or rule requiring construction against the Party that drafted it.

l. Time of Essence. Time is of the essence with respect to the Parties' obligations under this Agreement.

m. Further Assurances. After Closing, each Party will execute and deliver any further documents and take any further actions reasonably requested by the other Party to evidence, perfect, implement, or carry out the Integrated Transaction and the terms of the Transaction Documents.

[Signature Page Follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

AKIL-ABREE CONSULTING, LLC	**SUBSCRIBER**
/s/: _____	/s/: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

FORM OF DIRECTOR AGREEMENT

This Director Agreement (this "Agreement") is entered into as of _____, by and among Intellistreets, Inc., a Michigan corporation (the "Company"), Akil-Abree Consulting, LLC, an Illinois limited liability company ("Akil-Abree"), _____, a(n) _____ (the "Subscriber"), and David D. Lockman, an individual (the "Director"). Akil-Abree and the Subscriber are referred to collectively as the "Shareholders."

RECITALS

WHEREAS, the Acquirer and the Subscriber have entered into that certain Subscription Agreement dated as of _____ (the "Subscription Agreement"), pursuant to which, as part of a single integrated transaction, the Subscriber will acquire seventy percent (70%) and Akil-Abree will acquire thirty percent (30%) of the issued and outstanding capital stock of the Company;

WHEREAS, the direct transfer of the Company's capital stock contemplated by the Subscription Agreement will be completed pursuant to an acquisition agreement among Akil-Abree, the Subscriber, the Company, the sellers identified therein, and the other parties thereto (the "Acquisition Agreement"), together with the Subscription Agreement and the related closing documents (collectively, the "Transaction Documents");

WHEREAS, the Shareholders desire, as a material inducement to the Transaction Documents, to appoint and maintain the Director, as Akil-Abree's initial designee, as the sole director of the Company, subject to the terms of this Agreement;

WHEREAS, the Director is willing to serve as the sole director of the Company upon the terms and conditions set forth in this Agreement; and

WHEREAS, the parties intend to execute this Agreement before the Closing of the Integrated Transaction (as defined in the Subscription Agreement), but intend that this Agreement will become effective only upon the successful closing of the Transaction Documents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. Effectiveness

a. Conditional Effectiveness. This Agreement is executed in anticipation of the closing of the Transaction Documents. This Agreement will become effective only upon the simultaneous consummation of the Integrated Transaction in accordance with the Subscription Agreement (the "Closing").

b. Failure of Closing. If the Closing does not occur, this Agreement will automatically terminate and be void ab initio, without liability to any party except for fraud, intentional misconduct, or a breach occurring before termination and any provision that expressly states that it survives termination.

c. Closing Date. The date on which the Closing occurs is referred to as the "Closing Date."

2. Appointment and Election of Director

a. Election. At or before Closing, subject to effectiveness only upon Closing, the Shareholders will take all actions necessary to elect the Director as Akil-Abree's initial designee and as the sole director of the Company, including executing and delivering all shareholder consents, voting agreements, proxies, written consents, certificates, and other documents required to effect that election.

b. Sole Director. From and after Closing, the Shareholders will cause the Company to maintain the Director as the sole member of the Company's board of directors, unless applicable law requires otherwise or the Director is replaced in accordance with Section 8. The Director will be Akil-Abree's initial designee for purposes of the governance arrangements contemplated by the Subscription Agreement.

c. Organizational Actions. At or before Closing, subject to effectiveness only upon Closing, the Shareholders will cause the Company to take all actions reasonably necessary to implement this Agreement, including adopting or amending the Company's bylaws, shareholder records, board resolutions, indemnification arrangements, bank authorizations, and corporate governance policies.

d. Compliance with Law. Nothing in this Agreement requires the Director, the Company, or either Shareholder to take any action that would violate applicable law or breach the Director's fiduciary duties to the Company or its shareholders.

3. Term and Renewal

a. Initial Term. The Director's service as director of the Company will begin on the Closing Date and continue until the Director's death, resignation, legal disqualification, or removal or replacement in accordance with Section 8 (the "Term").

b. Automatic Renewal. The Term will not expire merely by the passage of time.

i. Any removal or replacement of the Director must be implemented in accordance with Section 8 and applicable law.

ii. The Shareholders will take all actions necessary to maintain the Director during the Term, except as expressly permitted by this Agreement.

c. Term. For clarity, the Term begins only upon Closing and is subject to the conditional-effectiveness provisions of Section 1.

d. No Implied Non-Renewal. No party's failure to discuss or document a renewal will affect the continuing effectiveness of this Agreement during the Term.

4. Shareholder Covenants

a. Voting Obligation. During the Term, each Shareholder will vote all shares of capital stock of

the Company that it beneficially owns or controls, and will execute all written consents and other instruments necessary, to elect, maintain, and, when required under Section 8, replace the Director with a successor designated by Akil-Abree as the sole director of the Company.

b. No Removal or Replacement. During the Term, neither Shareholder will, directly or indirectly:

   i. vote for, consent to, request, support, approve, or otherwise take action to remove the Director from the board of directors;

   ii. nominate, elect, appoint, or support the appointment of any other person as a director of the Company, except a successor designated by Akil-Abree in accordance with Section 8;

   iii. amend the Company's organizational documents in a manner inconsistent with this Agreement;

   iv. take any action intended to circumvent, impair, limit, or interfere with the Director's authority as sole director; or

   v. cause or permit the Company to take any action inconsistent with this Agreement.

c. Required Cooperation. Each Shareholder will execute and deliver any additional documents and take any additional actions reasonably requested by Akil-Abree or the Company to give effect to this Agreement.

d. Transfer Restrictions. Neither Shareholder may transfer, assign, pledge, encumber, or otherwise dispose of any shares of the Company unless the transferee executes a written joinder agreeing to be bound by this Agreement as a Shareholder. Any purported transfer made in violation of this Section will be void to the fullest extent permitted by applicable law.

e. Irrevocable Proxy. To the fullest extent permitted by applicable law, each Shareholder appoints Akil-Abree and any successor director designated by Akil-Abree as its attorneys-in-fact and proxies, coupled with an interest, solely for the purpose of voting the Shareholder's shares as necessary to enforce Sections 2, 4, and 8 of this Agreement if that Shareholder fails to timely perform its obligations under this Agreement. This proxy will terminate upon the expiration or earlier termination of this Agreement.

5. Director Duties and Authority

a. Standard of Conduct. The Director will perform his duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the Director reasonably believes to be in the best interests of the Company, in each case consistent with applicable law.

b. Board Authority. Subject to applicable law, the Company's articles of incorporation, bylaws, and any written limitations expressly approved by the Director, the Director will have the authority customarily vested in a sole director of a Michigan corporation.

c. Reliance on Advisors. The Director may rely in good faith on information, opinions, reports, or statements prepared or presented by officers, employees, legal counsel, accountants, investment bankers, valuation professionals, consultants, or other advisors whom the Director reasonably believes are reliable and competent.

d. Access to Information. The Company and the Shareholders will provide the Director with timely access to information, personnel, financial records, contracts, books, reports, and advisors reasonably necessary for the Director to perform his duties.

e. No Guarantee of Results. The Director does not guarantee the Company's financial performance, profitability, valuation, financing, operational results, or success. The Director will not be liable for any decision made in good faith and in a manner the Director reasonably believes to be in the best interests of the Company, except to the extent liability cannot be limited or eliminated under applicable law.

6. Director Covenants

a. Confidentiality. During and after the Term, the Director will keep confidential and will not use or disclose any non-public information concerning the Company, the Shareholders, their affiliates, or the Transaction Documents (collectively, "Confidential Information"), except:

i. as necessary to perform his duties under this Agreement;

ii. to the Director's legal, tax, accounting, or other professional advisors who are bound by confidentiality obligations;

iii. with the prior written consent of the Company or the Shareholders; or

iv. as required by applicable law, subpoena, court order, or governmental authority, provided that the Director gives prompt written notice to the Company to the extent legally permitted.

b. Exclusions. Confidential Information does not include information that the Director can demonstrate:

i. is or becomes publicly available through no breach of this Agreement;

ii. was lawfully known to the Director without restriction before disclosure by or on behalf of the Company, the Acquirer, or the Subscriber;

iii. is lawfully received from a third party without breach of a confidentiality obligation; or

iv. is independently developed without use of Confidential Information.

c. Conflicts of Interest. The Director will promptly disclose to the Company and the Shareholders any actual or potential conflict of interest involving the Director and the Company. The Director will comply with all applicable conflict-of-interest procedures under

Michigan law and the Company's organizational documents.

d. Corporate Opportunities. To the fullest extent permitted by applicable law, the Director will present to the Company any business opportunity that is within the Company's existing or reasonably anticipated line of business and that comes to the Director's attention primarily through the Director's service to the Company before pursuing that opportunity personally or on behalf of another person.

e. Compliance with Law. The Director will comply in all material respects with applicable law and with the Company's lawful written policies that are provided to the Director and are applicable to directors.

f. Securities Law Compliance. The Director will not use material non-public information concerning the Company, the Shareholders, or their affiliates in violation of applicable securities laws. The Director will comply with all applicable restrictions on trading, disclosure, and communications concerning the Company's securities.

g. Return of Property. Upon expiration or termination of the Director's service, the Director will promptly return or permanently destroy, at the Company's election, all Company property and Confidential Information in the Director's possession or control, except for one archival copy retained solely to comply with legal, regulatory, insurance, or record-retention requirements.

7. Compensation and Expenses

a. Director Compensation. In consideration for the Director's service under this Agreement, the Company will pay the Director compensation as follows: _____

b. Expense Reimbursement. The Company will reimburse the Director for reasonable and documented out-of-pocket expenses incurred in connection with the Director's performance of duties for the Company.

c. No Employment Relationship. The Director is not an employee of the Company solely by reason of serving as a director. Nothing in this Agreement creates an employment relationship, partnership, joint venture, agency relationship, or fiduciary relationship between the Director and either Shareholder, other than the fiduciary duties the Director may owe to the Company and its shareholders under applicable law.

8. Termination for Covenant Violation

a. Termination for Cause. Akil-Abree may require the Director's removal before the expiration of the Term if the Director materially violates any covenant, obligation, or restriction under Section 6 of this Agreement and either:

i. the violation is incapable of cure; or

ii. the violation is capable of cure and the Director fails to cure the violation within ten

(10) business days after receiving written notice describing the violation in reasonable detail.

b. Immediate Termination Events. The Director's service may be terminated immediately upon written notice from Akil-Abree, if the Director:

   i. engages in fraud, embezzlement, willful misconduct, gross negligence, or intentional misconduct involving the Company;

   ii. is convicted of, pleads guilty to, or pleads no contest to a felony or a crime involving fraud, dishonesty, breach of trust, or moral turpitude;

   iii. materially breaches the confidentiality obligations in Section 6(a);

   iv. knowingly violates applicable securities laws, anti-bribery laws, anti-money laundering laws, sanctions laws, or other laws in a manner that materially harms or reasonably could materially harm the Company; or

   v. becomes legally disqualified or prohibited from serving as a director of the Company.

c. Required Agreement of Shareholders. Following a termination for Cause or an Immediate Termination Event, the Shareholders will promptly take all action required under applicable law and the Company's organizational documents to remove the Director and, if requested by Akil-Abree, elect a successor designated by Akil-Abree. The Director agrees that this provision is a binding agreement to effect that removal and replacement.

d. Consequences of Termination. Akil-Abree may also replace the Director at any time by delivering written notice to the Company, the Subscriber, and the Director designating a qualified successor who has agreed in writing to serve. Upon that notice, the Shareholders will promptly take all actions required under applicable law and the Company's organizational documents to remove the Director and elect that successor. The Director will cooperate in an orderly transition, but will not be entitled to prevent or delay a replacement effected in accordance with this Section 8.

e. Accrued Rights. Termination of the Director's service will not affect:

   i. the Director's right to receive compensation and reimbursement of expenses accrued before the effective date of termination;

   ii. the Company's obligation to provide indemnification and advancement of expenses under Section 9; or

   iii. any provision of this Agreement that by its terms or nature should survive termination.

9. Indemnification and Insurance

a. Indemnification. To the fullest extent permitted by Michigan law, the Company will indemnify

and hold harmless the Director against all losses, claims, damages, liabilities, judgments, penalties, fines, settlements, costs, and expenses, including reasonable attorneys' fees and expenses, arising from or relating to the Director's service as a director of the Company.

b. Advancement of Expenses. To the fullest extent permitted by Michigan law, the Company will advance reasonable expenses incurred by the Director in defending any threatened, pending, or completed action, suit, proceeding, or investigation arising from the Director's service to the Company, subject to the Director's written undertaking to repay those amounts if it is ultimately determined that the Director is not entitled to indemnification.

c. Limitations. The Company will not indemnify or advance expenses to the Director to the extent prohibited by applicable law, including for conduct involving intentional misconduct, fraud, knowing violations of law, or the receipt of an improper personal benefit.

d. Insurance. During the Term, the Company will obtain and maintain directors' and officers' liability insurance coverage for the Director on commercially reasonable terms, with coverage no less favorable than that generally made available to similarly situated directors of companies of comparable size and operations. The Company will maintain such coverage, including any applicable tail coverage, for the period during which the Director may be subject to a claim arising from the Director's service to the Company.

e. Survival. The rights under this Section 9 will survive the expiration or termination of this Agreement and the Director's service for the period during which the Director may be subject to any claim arising from that service.

10. Representations and Warranties

a. Director Representations. The Director represents and warrants to the Company and the Shareholders that:

   i. the Director has full legal capacity and authority to enter into and perform this Agreement;

   ii. the Director's execution and performance of this Agreement will not violate any agreement, order, judgment, law, or obligation binding upon the Director;

   iii. the Director has not been disqualified from serving as a director under applicable law;

   iv. the Director will promptly notify the Company and the Shareholders if any representation in this Section becomes untrue or inaccurate during the Term; and

   v. the Director will perform his duties in accordance with applicable law and this Agreement.

b. Company Representations. The Company represents and warrants to the Director that:

   i. the Company is duly organized, validly existing, and in good standing under the laws

of the State of Michigan;

ii. the Company has the corporate power and authority to execute and perform this Agreement; and

iii. this Agreement has been duly authorized by all required corporate action of the Company.

c. Shareholder Representations. Each Shareholder represents and warrants that:

i. it has full power and authority to execute and perform this Agreement;

ii. this Agreement has been duly authorized by all required action of that Shareholder; and

iii. its execution and performance of this Agreement will not violate any agreement, order, judgment, law, or obligation binding upon it.

11. Remedies

a. Specific Performance. Each party acknowledges that a breach of Sections 1, 2, 3, 4, 6, or 8 may cause irreparable harm for which monetary damages would not be an adequate remedy. Accordingly, any non-breaching party will be entitled to seek specific performance, injunctive relief, and other equitable remedies without the requirement to post bond or prove actual damages.

b. Cumulative Remedies. The rights and remedies under this Agreement are cumulative and do not exclude any other rights or remedies available at law, in equity, or otherwise.

c. Fees and Costs. In any action to enforce this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, court costs, and other reasonable expenses incurred in connection with that action.

12. Notices

a. Method of Notice. Any notice, demand, consent, approval, request, or other communication under this Agreement must be in writing and will be deemed given:

i. when delivered personally;

ii. one (1) business day after deposit with a nationally recognized overnight courier, with delivery charges prepaid;

iii. when sent by email during the recipient's normal business hours, provided that the sender does not receive an automated notice that delivery failed, or otherwise on the next business day; or

iv. three (3) business days after being deposited in the United States mail by certified or

registered mail, return receipt requested and postage prepaid.

b. Notice Addresses. Notices must be sent to the following addresses, or to any replacement address designated by written notice:

If to the Company:

Intellistreets, Inc.
Attention: _____
Address: _____
Email: _____

If to the Director:

Attention: David D. Lockman
Address: 746 W. Sunset Drive
Glenwood, Illinois 60425
Email: akilabreeconsult@gmail.com

13. Miscellaneous

a. Governing Law. This Agreement and any dispute arising out of or relating to this Agreement will be governed by the laws of the State of Michigan, without regard to its conflict-of-laws rules; provided that this Agreement is subject to the Subscription Agreement with respect to the conditional, integrated, simultaneous, no-partial-closing, termination, and remedies provisions governing the Integrated Transaction.

b. Jurisdiction and Venue. Each party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Cook County, Illinois, for any action arising out of or relating to this Agreement, and waives any objection based on venue or forum non conveniens.

c. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

d. Entire Agreement. This Agreement, together with the Subscription Agreement, the Acquisition Agreement, and the other Transaction Documents, constitutes the entire agreement among the parties concerning the Director's appointment, service, and governance rights, and supersedes all prior and contemporaneous discussions, negotiations, understandings, and agreements concerning that subject matter. In the event of a conflict, the Subscription Agreement controls with respect to the conditional, integrated, simultaneous, no-partial-closing, termination, and remedies provisions governing the Integrated Transaction, and this Agreement controls with respect to director and governance matters expressly addressed in this Agreement.

e. Amendment. This Agreement may be amended only by a written instrument signed by the Company, Shareholders, and the Director.

f. Waiver. A waiver of any provision of this Agreement will be effective only if made in writing by the party against whom the waiver is asserted. A waiver of any breach will not constitute a waiver of any subsequent or different breach.

g. Assignment. No party may assign this Agreement or any rights or obligations under this Agreement without the prior written consent of the other parties, except that Akil-Abree or the Subscriber may assign this Agreement to a permitted transferee of its shares that executes a written joinder to this Agreement.

h. Successors and Assigns. This Agreement will bind and benefit the parties and their respective permitted successors and assigns.

i. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect. The parties will negotiate in good faith to replace the invalid, illegal, or unenforceable provision with a valid and enforceable provision that most closely reflects the parties' original intent.

j. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which will be deemed an original, and all counterparts together will constitute one instrument. Electronic signatures and signatures delivered by PDF will be effective as original signatures.

k. Further Assurances. Each party will execute and deliver additional documents and take additional actions reasonably necessary to carry out the intent and purposes of this Agreement.

l. Survival. Sections 6, 8(e), 9, 11, 12, and 13, together with any other provision that by its nature should survive, will survive the expiration or termination of this Agreement.

m. Independent Counsel. Each party acknowledges that it has had the opportunity to consult independent legal counsel concerning this Agreement and has either done so or voluntarily elected not to do so.

[Signature Page Follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above, to become effective only upon the Closing.

AKIL-ABREE CONSULTING, LLC

/s/: _____

Name: _____

Title: _____

Date: _____

SUBSCRIBER

/s/: _____

Name: _____

Title: _____

Date: _____

DAVID D. LOCKMAN

/s/: _____

Name: _____

Date: _____

COMPANY

/s/: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B

CLOSING FUNDS-FLOW STATEMENT AND ESCROW INSTRUCTIONS

Closing Date: _____

Escrow Agent: _____

Subscriber will deposit the Subscription Payment in immediately available funds with the Escrow Agent before or at Closing.

Upon the Escrow Agent's receipt of the joint written release instruction required by the Agreement, the Escrow Agent will disburse the Subscription Payment, including the Target Company Disbursement Amount as adjusted in accordance with the Agreement, as follows:

Recipient	Amount	Wire Instructions
_____	$_____	_____
_____	$_____	_____
_____	$_____	_____
Akil-Abree Consulting, LLC	$6,000,000.00	_____
Total	$_____	

No disbursement may be made unless all conditions to Closing under the Agreement have been satisfied or waived in writing and the Subscriber Shares, Akil-Abree Shares, Akil-Abree Interest, Director Agreement, and all required Closing Documents are simultaneously delivered or released.

If the Agreement terminates before Closing, the Escrow Agent will return all Subscription Payment funds then held in escrow to Subscriber in accordance with the written escrow instructions, less only amounts expressly authorized by those instructions.

[Signature Page Follows]

SIGANTURE PAGE

Acknowledged and agreed:

AKIL-ABREE CONSULTING, LLC	**SUBSCRIBER**
/s/: _____	/s/: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ESCROW AGENT

/s/: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C

FORM OF WRITTEN RESOLUTION AND CONSENT OF SOLE MEMBER OF AKIL-ABREE CONSULTING, LLC AND FORM OF AMENDED AND RESTATED OPERATING AGREEMENT

The undersigned, David D. Lockman, being the sole current member (the "Sole Member") of Akil-Abree Consulting, LLC, an Illinois limited liability company (the "Company"), acting by written consent without a meeting to the extent permitted under the Illinois Limited Liability Company Act and the Operating Agreement of Akil-Abree Consulting, LLC, effective as of December 9, 2021 (the "Existing Operating Agreement"), hereby adopts the following recitals and resolutions.

RECITALS

WHEREAS, the Sole Member is the sole current member of the Company and owns one hundred percent (100%) of the outstanding membership interests in the Company;

WHEREAS, _____, a _____ organized under the laws of _____, with an address at _____ (the "Subscriber"), and the Company intend to enter into that certain Subscription Agreement dated as of _____ (the "Subscription Agreement"), pursuant to which the Company will issue and deliver to Subscriber a newly issued thirty percent (30%) Membership Interest (as defined in the Amended and Restated Operating Agreement) in the Company (as defined in the Subscription Agreement), subject to the terms and conditions of the Subscription Agreement; the aggregate Subscription Payment under the Subscription Agreement is Twenty-Six Million Dollars ($26,000,000), of which Six Million Dollars ($6,000,000) will be paid to the Company as consideration for the Membership Interest and will constitute Subscriber's capital contribution to the Company, and the remaining Twenty Million Dollars ($20,000,000) will be disbursed solely in accordance with the applicable closing funds-flow statement and escrow instructions in connection with the integrated transaction contemplated by the Subscription Agreement and will not constitute consideration for, or a capital contribution in respect of, the Membership Interest;

WHEREAS, the thirty percent (30%) Membership Interest to be acquired by Subscriber will be created and issued by the Company and will not be sold, assigned, transferred, or otherwise conveyed by the Sole Member, and, as a result of such issuance, the Membership Interest of the Sole Member will be proportionally diluted from one hundred percent (100%) to seventy percent (70%) of the outstanding Membership Interests in the Company;

WHEREAS, the Sole Member has determined that the transactions contemplated by the Subscription Agreement, including the integrated and simultaneous Closing of the transactions contemplated thereby, are advisable and in the best interests of the Company;

WHEREAS, the Sole Member desires to approve the issuance of the thirty percent (30%) Membership Interest to Subscriber, the resulting dilution of the Sole Member's Membership Interest from one hundred percent (100%) to seventy percent (70%), Subscriber's admission as a full Member of the Company upon the Closing, and the adoption of the Amended and Restated Operating Agreement dated _____ (the "Amended and Restated Operating Agreement"); and

WHEREAS, the Sole Member desires to take the actions set forth in this written consent without a

meeting, to the extent permitted under the Illinois Limited Liability Company Act and the Existing Operating Agreement.

NOW, THEREFORE, the Sole Member hereby resolves as follows:

RESOLUTIONS

RESOLVED, that the Subscription Agreement and the transactions contemplated by the Subscription Agreement, including the creation and issuance by the Company to Subscriber of a newly issued thirty percent (30%) Membership Interest in the Company, the resulting proportionate dilution of the Sole Member's Membership Interest from one hundred percent (100%) to seventy percent (70%), and the Company's receipt of Six Million Dollars ($6,000,000) as consideration for the Membership Interest and Subscriber's capital contribution to the Company, are hereby approved in all respects, subject to the terms and conditions of the Subscription Agreement; provided, however, that this approval, the issuance of the Membership Interest, and all actions authorized by these resolutions will become effective only upon the simultaneous Closing of the integrated transaction contemplated by the Subscription Agreement (the "Closing").

RESOLVED FURTHER, that the Company is hereby authorized to create and issue to Subscriber, effective upon Closing, a thirty percent (30%) Membership Interest in the Company (the "Issuance"), and that no portion of the Membership Interest so issued is or will be sold, assigned, transferred, or otherwise conveyed by the Sole Member. The Sole Member is authorized, on behalf of the Company, to execute and deliver the Subscription Agreement, the Amended and Restated Operating Agreement, the applicable closing funds-flow statement and escrow instructions, and any certificates, schedules, acknowledgments, consents, or other ancillary instruments reasonably necessary or advisable to consummate the integrated transaction contemplated by the Subscription Agreement.

RESOLVED FURTHER, that, effective immediately upon Closing and the effectiveness of the Issuance, Subscriber is hereby admitted as a full Member of the Company. Upon such admission, Subscriber will hold all economic, voting, consent, information, and management rights applicable to Subscriber's Membership Interest under the Amended and Restated Operating Agreement. Subscriber's interest is not approved or admitted solely as an Economic Interest (as defined in the Amended and Restated Operating Agreement) or as an assignee without membership rights.

RESOLVED FURTHER, that, effective as of the Closing, the membership interests in the Company will be held as follows:

Member	Percentage Interest
David D. Lockman	70%
Subscriber	30%

RESOLVED FURTHER, that the Amended and Restated Operating Agreement is hereby approved and adopted in the form attached hereto as Exhibit A, if finalized and attached, or otherwise identified as the Amended and Restated Operating Agreement dated _____.

Effective as of Closing, the Amended and Restated Operating Agreement will amend, restate, and supersede the Existing Operating Agreement in its entirety and will reflect that the aggregate Subscription Payment is Twenty-Six Million Dollars ($26,000,000), of which Six Million Dollars ($6,000,000) is consideration for the Issuance and Subscriber's capital contribution to the Company, and that the remaining Twenty Million Dollars ($20,000,000) is not consideration for, or a capital contribution in respect of, the Membership Interest. David D. Lockman and Subscriber are each authorized and directed to execute and deliver the Amended and Restated Operating Agreement as Members of the Company.

RESOLVED FURTHER, that, effective as of the Closing, the Company will become manager-managed, as provided in the Amended and Restated Operating Agreement. David Lockman is hereby appointed as the initial manager of the Company. The manager's authority, term of service, replacement, and removal will be governed exclusively by the Amended and Restated Operating Agreement.

RESOLVED FURTHER, that the Company and its authorized representatives are authorized and directed, effective as of Closing, to update the Company's member ledger, the applicable schedule or exhibit to the Amended and Restated Operating Agreement, capitalization records, capital accounts, tax records, and membership certificate register, if any, to reflect the Issuance, the Six Million Dollar ($6,000,000) capital contribution attributable to the Issuance, and the respective Membership Interests of David D. Lockman and Subscriber. The remaining Twenty Million Dollars ($20,000,000) of the Subscription Payment will not be recorded as a capital contribution or consideration for the Membership Interest.

RESOLVED FURTHER, that, if the Company has issued membership certificates, the Company and its authorized representatives are authorized to cancel any certificate formerly evidencing David D. Lockman's one hundred percent (100%) membership interest and to issue new certificates, if appropriate, evidencing David D. Lockman's seventy percent (70%) membership interest, as proportionally diluted, and Subscriber newly issued thirty percent (30%) membership interest. Each new certificate will bear appropriate transfer-restriction and applicable federal and state securities-law legends.

RESOLVED FURTHER, that the approvals and issuance contemplated by these resolutions are conditioned upon compliance with applicable federal and state securities laws, including the availability of any required exemption from registration under those laws.

RESOLVED FURTHER, that David D. Lockman, in his capacity as the Sole Member before Closing and as an authorized officer, Manager, or Member of the Company after Closing, as applicable, is authorized and directed to execute and deliver any additional agreements, instruments, certificates, notices, filings, and other documents, and to take any additional actions, that are reasonably necessary or advisable to carry out the intent of these resolutions and consummate the transactions contemplated by the Subscription Agreement, provided that all such actions are consistent with the Subscription Agreement and the Amended and Restated Operating Agreement.

RESOLVED FURTHER, that all actions previously taken by David D. Lockman or the Company in preparation for, or in connection with, the transactions contemplated by the Subscription Agreement and consistent with the foregoing resolutions are hereby ratified, confirmed, and

approved in all respects.

RESOLVED FURTHER, that this written consent is effective upon the Closing and may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one instrument. Delivery of an executed counterpart by electronic means, including by electronic signature, portable document format, or other electronic transmission, will be effective as delivery of an original executed counterpart.

[Signature Page Follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned has executed this Written Consent of Sole Member as of the date set forth below.

/s/: _____

David D. Lockman, Sole Member

Date: _____

SUBSCRIBER ACKNOWLEDGMENT AND ACCEPTANCE

The undersigned Subscriber acknowledges and accepts its admission as a Member of the Company effective upon Closing and execution of the Subscription Agreement, agrees that Six Million Dollars ($6,000,000) of the aggregate Twenty-Six Million Dollar ($26,000,000) Subscription Payment is consideration for the Membership Interest and Subscriber's capital contribution to the Company, and agrees, effective upon Closing, to be bound by the Amended and Restated Operating Agreement as a Member of the Company.

SUBSCRIBER:

_____

By: _____

Name: _____

Title: _____

Date: _____

AMENDED AND RESTATED
OPERATING AGREEMENT
OF
AKIL-ABREE CONSULTING, LLC

AN ILLINOIS LIMITED LIABILITY COMPANY

EMPLOYER IDENTIFICATION NUMBER

87 - 3738853

GTM Law Group
GEORGE MARKAKIS

Telephone: (312) 521-0480
Email: gmarkakis@gtmlawgroup.com
1211 W 22nd St Ste 110
Oak Brook, Illinois 60523



THE INTERESTS REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE FEDERAL OR STATE SECURITIES LAWS. SUCH INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR AN EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER RESTRICTIONS ON TRANSFER SET FORTH HEREIN.

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AKIL-ABREE CONSULTING, LLC

AMENDED AND RESTATED OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into as of _____, by and among the Manager and the Members whose signatures appear on the signature page hereof, and is effective as of that date (the "Effective Date").

RECITALS

A. The Company was organized as an Illinois limited liability company and has been governed by that certain Operating Agreement of AKIL-ABREE CONSULTING, LLC dated December 9, 2021 (the "Prior Agreement"), under which David D. Lockman was the sole member and the Company was member-managed.

B. Effective as of the Effective Date, pursuant to that certain Subscription Agreement (the "Subscription Agreement"), the Company has issued a thirty percent (30%) Membership Interest in the Company to _____. The aggregate Subscription Payment payable by such Member under the Subscription Agreement is Twenty-Six Million Dollars ($26,000,000.00), of which Six Million Dollars ($6,000,000.00) is payable to the Company as consideration for the issuance of the thirty percent (30%) Membership Interest and constitutes such Member's capital contribution to the Company. The remaining Twenty Million Dollars ($20,000,000.00) of the Subscription Payment (as defined in the Subscription Agreement) will be disbursed solely in accordance with the applicable closing funds-flow statement and escrow instructions in connection with the integrated transaction contemplated by the Subscription Agreement and does not constitute consideration for, or a capital contribution in respect of, the Membership Interest. _____ has been admitted as a Member of the Company. The Membership Interest so issued was created and issued by the Company and was not sold, assigned, transferred, or otherwise conveyed by David D. Lockman. As a result of such issuance, the Membership Interest of David D. Lockman was proportionally diluted from one hundred percent (100%) to seventy percent (70%).

C. The Members desire to convert the Company to a manager-managed limited liability company, to designate David D. Lockman as the sole Manager, and to amend and restate the Prior Agreement in its entirety as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members agree that the Prior Agreement is hereby amended and restated in its entirety, and superseded and replaced, by this Operating Agreement as of the Effective Date, as follows:

ARTICLE 1:
DEFINITIONS

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

"Act" shall mean the Illinois Limited Liability Company Act, 805 ILCS 180/1-1 *et seq.*, as amended from time to time.

"Articles of Organization" shall mean the Articles of Organization of AKIL-ABREE CONSULTING, LLC as filed with the Secretary of State of the State of Illinois, as amended from time to time.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

"Company" shall refer to AKIL-ABREE CONSULTING, LLC.

"Distributable Cash" means all cash, revenues and funds received by the Company from Company operations, less the sum of the following to the extent paid or set aside by the Company: (a) all principal and interest payments on indebtedness of the Company and all other sums paid to lenders; (b) all cash expenditures incurred in the normal operation of the Company's business; and (c) such Reserves as the Manager deems reasonably necessary to the proper operation of the Company's business.

"Economic Interest" shall mean a Member's share of one or more of the Company's Net Profits, Net Losses and distributions of the Company's assets pursuant to this Operating Agreement and the Act, but shall not include any right to participate in the management or affairs of the Company, including, the right to vote on, consent to or otherwise participate in any decision of the Members or Managers.

"Economic Interest Owner" shall mean any Person who holds an Economic Interest but who has not been admitted as a Member in accordance with this Operating Agreement.

"Entity" shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust or foreign business organization.

"Gifting Member" shall mean any Member or Economic Interest Owner who gifts, bequeaths, devises or otherwise transfers for no consideration (by operation of law or otherwise) all or any part of his Membership Interest or Economic Interest.

"Majority Interest" shall mean one or more Interests of Members which in the aggregate exceed 50% of all Percentage Interests.

"Manager" shall mean the person designated as manager pursuant to Article 5B, and any duly elected successor. The initial Manager is David D. Lockman. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be.

"Member" shall mean each of the parties who executes a counterpart of this Operating Agreement as a Member and each of the parties who may hereafter become Members. To the extent a Manager has purchased a Membership Interest in the Company, he will have all the rights of a Member with respect to such Membership Interest and the term "Member" as used herein shall include a Manager to the extent he has purchased such Membership Interest in the Company. If a Person is a Member immediately prior to the purchase or other acquisition by such Person of an Economic Interest, such Person shall have all the rights of a Member with respect to such purchased or otherwise acquired Membership Interest or Economic Interest, as the case may be.

"Membership Interest" shall mean a Member's entire interest in the Company including such

Member's Economic Interest and the right to participate in the management of the business and affairs of the Company, including the right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted pursuant to this Operating Agreement and the Act.

"Net Profits" and "Net Losses" shall mean the income, gain, loss, deductions and credits of the Company in the aggregate or separately stated, as appropriate, determined by the Manager in accordance with the method of accounting used by the Company for federal income tax purposes at the close of each fiscal year on the Company's tax return filed for federal income tax purposes.

"Operating Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time.

"Percentage Interest" shall mean, for any Member, the percentage interest in the Company as set forth on Exhibit A, as may be changed from time to time by the unanimous vote of the members.

"Persons" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such "Person" where the context so permits.

"Reserves" shall mean funds set aside or amounts allocated to reserves which shall be maintained in amounts deemed sufficient by the Manager for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

"Selling Member" shall mean any Member which sells, assigns, conveys, pledges, hypothecates, encumbers, exchanges or otherwise transfers for consideration all or any portion of his Membership Interest or Economic Interest.

"Transferring Member" shall collectively mean a Selling Member and a Gifting Member.

"Treasury Regulations" shall include proposed, temporary and final regulations promulgated under the Code.

ARTICLE 2:
FORMATION OF THE COMPANY

A. Formation. AKIL-ABREE CONSULTING, LLC has been organized as an Illinois Limited Liability Company by executing and delivering Articles of Organization to the Illinois Secretary of State in accordance with and pursuant to the Act.

B. Name. The name of the Company is AKIL-ABREE CONSULTING, LLC.

C. Principal Place of Business. The principal place of business of the Company within the State of Illinois shall be 746 W. Sunset Drive, Glenwood, Illinois 60425. The Company may locate its places of business and registered office at any other place or places as the Manager may deem advisable.

D. Registered Office and Registered Agent. The Company's registered office shall be at the office of its registered agent at 746 W. Sunset Drive, Glenwood, Illinois 60425, and the name of its initial registered agent shall be David D. Lockman. The registered office and registered agent may be

changed by the Manager by filing the address of the new registered office and/or the name of the new registered agent with the Illinois Secretary of State pursuant to the Act.

ARTICLE 3:
BUSINESS OF THE COMPANY

The business of the Company shall be to engage in the transaction of any or all lawful businesses for which limited liability companies may be organized under the Act.

ARTICLE 4:
NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Members are as follows:

David D. Lockman, 746 W. Sunset Drive, Glenwood, Illinois 60425

_____, _____

ARTICLE 5:
RIGHTS AND DUTIES OF MANAGERS

A. Management by Manager. The Company is a manager-managed limited liability company, and its business and affairs shall be managed by and under the direction of the Manager. Except for those matters for which the approval of the Members is expressly required by this Operating Agreement or by non-waivable provisions of the Act, the Manager shall have full, exclusive and complete authority to manage and control the business, affairs and properties of the Company and to make all decisions regarding those matters. Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of the Manager.

B. Number, Tenure and Initial Manager. The Company shall have one (1) Manager, unless the number is changed by Members holding a Majority Interest. David D. Lockman is hereby designated as the initial and sole Manager. Each Manager shall hold office until a successor is duly elected and qualified or until such Manager's earlier death, resignation, incapacity or removal. Managers shall be elected, and any vacancy filled, by Members holding a Majority Interest.

C. Powers of the Manager. Without limiting Section 5A, the Manager shall have the power and authority, on behalf of the Company:

I. to acquire, hold, manage, lease, license and dispose of property of any kind in the name of the Company;

II. to borrow money from banks, other lending institutions, the Manager, the Members or their affiliates, and to encumber and grant security interests in the assets of the Company in connection therewith;

III. to purchase insurance; to open, maintain and close bank and brokerage accounts and designate signatories thereon; to invest Company funds; and to execute and deliver all instruments and to enter into, perform, amend and terminate agreements on behalf of the Company;

IV. to employ and terminate accountants, legal counsel, contractors, employees and agents and fix their compensation; to determine distributions of Distributable Cash, subject to Article 9, and establish reserves; and to prepare and file all tax returns and make all tax elections, subject to Section 9J; and

V. to do all other acts necessary or appropriate to the conduct of the Company's business; provided that neither the Manager nor any officer, employee or agent of the Company shall perform any service requiring registration, licensure or other authorization by any federal or state regulatory or licensing authority unless duly registered, licensed and authorized to do so, or permit any unlicensed Person to engage in any activity prohibited to such Person under applicable law.

D. Removal and Resignation. Any Manager may be removed at any time, with or without cause, by Members holding a Majority Interest, and may resign at any time by written notice to the Members, effective upon receipt or at such later time as the notice specifies. The removal or resignation of a Manager who is also a Member shall not affect such Manager's rights as a Member and shall not constitute a withdrawal or dissociation of a Member.

E. Action by the Manager. So long as there is a sole Manager, such Manager may act by written instrument, resolution or any other manner such Manager deems appropriate. If more than one Manager is serving, a majority of the Managers then in office shall constitute a quorum, the act of a majority present at a meeting at which a quorum is present shall be the act of the Managers, Managers may participate by telephone or video conference, and any action may be taken without a meeting if all Managers consent in writing.

F. Standard of Care; Liability. The Manager shall perform the duties of Manager in good faith, in a manner the Manager reasonably believes to be in the best interests of the Company, and with the care an ordinarily prudent person in a like position would use under similar circumstances. The 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 resulted from fraud, gross negligence, willful misconduct, a knowing violation of law, or a wrongful taking by the Manager. To the fullest extent permitted by Section 15-3 of the Act, the duties of the Manager and the Members are as set forth herein, and any duties otherwise implied by law are modified or restricted to the extent inconsistent with the express terms hereof.

G. Compensation; Other Activities; Officers. The Manager shall be entitled to such compensation for services as Manager as may be approved from time to time by Members holding a Majority Interest, and nothing herein shall preclude the Manager from serving the Company in another capacity and receiving compensation therefore. The Manager and each Member shall be reimbursed for reasonable out-of-pocket expenses properly incurred on behalf of the Company. The Manager may have other business interests, and neither the Company nor any Member shall have any right to a share or interest in them. The Manager may appoint one or more officers, who need not be Members, with such authority as the Manager may delegate and serve at the pleasure of the Manager.

H. Books and Records. The Manager shall keep, or cause to be kept, proper and complete records and books of account reflecting all transactions relating to the Company's business, which shall be maintained as provided in Section 9I and kept at the principal place of business of the Company.

ARTICLE 6:
RIGHTS AND OBLIGATIONS OF MEMBERS

A. Limitation of Liability. Each Member's liability shall be limited as set forth in this Operating Agreement, the Act and other applicable law.

B. Company Debt Liability. A Member will not be personally liable for any debts or losses of the Company except as provided herein or as otherwise required by law.

C. Approval of Sale of All Assets/Merger. Notwithstanding anything contained herein to the contrary, the Manager shall not have the authority to (I) approve the sale, exchange or other disposition of all, or substantially all, of the Company's assets that is to occur as part of a single transaction or plan or (II) agree to the merger or consolidation of the Company with or into another Entity, in each case without first obtaining the affirmative vote of Members holding a Majority Interest.

D. Company Books. The Manager shall maintain and preserve, during the term of the Company, the accounts, books and other relevant Company documents described herein. Upon reasonable written request, each Member shall have the right, at a time during ordinary business hours, as reasonably determined by the Manager, to inspect and copy, at the requesting Member's expense, the Company documents identified in Section 1-40 of the Act, and such other documents which the Manager deems appropriate.

E. Priority of Distributions. Except as may be expressly provided in Article 9, no Member shall have priority over any other Member as to Net Profits, Net Losses or distributions, provided that this Section shall not apply to loans which a Member has made to the Company.

F. Liability of a Member to the Company. A Member who receives a distribution or the return in whole or in part of his or her contribution is liable to the Company only to the extent provided by the Act and this Operating Agreement.

G. Representations of the Members. Each Member represents and warrants that (I) such Member has full power and authority to execute and deliver this Operating Agreement and to perform such Member's obligations hereunder, (II) such Member holds such Member's Membership Interest for such Member's own account for investment and not with a view to distribution or resale, and (III) such Member understands that the Membership Interests have not been registered under the Securities Act of 1933, as amended, or any state securities laws, and may not be Transferred except in compliance with those laws and this Operating Agreement.

H. Certificates of Membership Interest. The Membership Interests may, but need not, be evidenced by certificates in the form attached hereto, each of which shall bear the legends set forth thereon and shall be signed by the Manager on behalf of the Company. The Manager shall maintain a register of issued and cancelled certificates as part of the Company's books and records.

ARTICLE 7:
MEETINGS OF MEMBERS

A. Meetings; Notice; Participation. The Company shall not be required to hold regular or annual meetings of the Members. Meetings may be called by the Manager or by Members holding at least twenty-five percent (25%) of the aggregate Percentage Interests, on written notice stating the

place, day, hour and purposes of the meeting delivered to each Member not less than five (5) nor more than thirty (30) days before the meeting, personally, by mail or by electronic transmission. If all Members are present, or if those not present, waive notice in writing before or after the meeting, no notice shall be required and any business may be transacted. Members may participate by telephone or video conference by means of which all participants can hear one another, and such participation shall constitute presence in person.

B. Quorum; Manner of Acting; Proxies. Members holding a Majority Interest, present in person or by proxy, shall constitute a quorum. If a quorum is present, the affirmative vote of Members holding a Majority Interest shall be the act of the Members, unless a greater or different proportion is required by this Operating Agreement, the Articles of Organization or the Act. Each Member shall vote in proportion to such Member's Percentage Interest. A Member may vote by proxy executed in writing and filed with the Manager; no proxy shall be valid more than eleven (11) months after its execution unless it so provides.

C. Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if evidenced by one or more written consents describing the action taken and signed by Members holding not less than the minimum Percentage Interests necessary to authorize such action at a meeting at which all Members were present and voting. Prompt notice shall be given to any Member who did not consent in writing. Any such consent shall be filed with the records of the Company and shall have the same effect as a vote at a meeting.

ARTICLE 8:
MEMBERSHIP INTERESTS

A. Membership Interests. Pursuant to the Subscription Agreement, the Company has issued to _____ a thirty percent (30%) Membership Interest, as set forth in Exhibit A attached hereto. The aggregate Subscription Payment payable by such Member under the Subscription Agreement is Twenty-Six Million Dollars ($26,000,000.00), of which Six Million Dollars ($6,000,000.00) is payable to the Company as consideration for the issuance of the thirty percent (30%) Membership Interest and constitutes such Member’s capital contribution to the Company. The remaining Twenty Million Dollars ($20,000,000.00) of the Subscription Payment will be disbursed solely in accordance with the applicable closing funds-flow statement and escrow instructions in connection with the integrated transaction contemplated by the Subscription Agreement and does not constitute consideration for, or a capital contribution in respect of, the Membership Interest. The Membership Interest was issued and created by the Company, and no portion thereof was sold, assigned, transferred, or otherwise conveyed by David D. Lockman. As a result of such issuance, the Membership Interest of David D. Lockman has been proportionally diluted from one hundred percent (100%) to seventy percent (70%), and David D. Lockman holds a seventy percent (70%) Membership Interest.

ARTICLE 9:
ALLOCATIONS, INCOME TAX, DISTRIBUTIONS, ELECTIONS, AND REPORTS

A. Allocations of Profits and Losses from Operations. The Net Profits and Net Losses of the Company for each fiscal year will be allocated among the Members in proportion to their respective Percentage Interests:

Member	Allocation
David D. Lockman	Seventy Percent (70%)
_____	Thirty Percent (30%)

B. Allocations. Each item of the Company's income, gain, loss, deduction or credit shall be allocated to each of the Members in accordance with their respective Percentage Interest unless otherwise required by the Code or applicable Treasury Regulations thereunder.

C. Distributions. A Member has no right to demand and receive any distribution in a form other than cash. All distributions of cash or other property shall be made to the Members pro rata in proportion to the respective Percentage Interests of the Members on the record date of such distribution. Except as provided in Section 9D, all distributions of Distributable Cash and property shall be made at such time as determined by the Manager. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section 9C.

D. Limitation on Distributions.

I. No distributions shall be made and paid if after the distribution is made either:

a. the Company would be insolvent; or

b. the net assets of the Company would be less than zero.

II. The Manager may base a determination that a distribution may be made under section 9D in good faith reliance upon a balance sheet and profit-and-loss statement of the Company represented to be correct by the person having charge of its books of account or certified by an independent public or certified public accountant or firm of accountants to fairly reflect the financial condition of the Company.

E. Accounting Principles. The profits and losses of the Company shall be determined in accordance with the method of accounting used by the Company for federal income tax purposes, applied on a consistent basis.

F. Loans to Company. Nothing in this Operating Agreement shall prevent any Member or Manager from making secured or unsecured loans to the Company by agreement with the Company.

G. Accounting Period. The Company's accounting period shall be the calendar year ("Fiscal Year").

H. Records, Audits and Reports. At the expense of the Company, the Manager shall maintain records and accounts of all operations and expenditures of the Company. At a minimum, the Company shall keep at its principal place of business, the following records:

I. a current list of the full name and last known address of each Member and the date on which each became a Member;

II. a copy of the Articles of Organization of the Company and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

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

IV. copies of the Company's currently effective written Operating Agreement and copies of any financial statements of the Company for the three (3) most recent years;

V. minutes of every meeting;

VI. any written consent obtained from Members for actions taken by Members without a meeting and any written consent obtained from Managers for actions taken by the Board of Managers without a meeting; and

VII. Unless contained in the Articles of Organization or the Operating Agreement, a writing prepared by the Manager setting out the following:

a. Any power of a Member to grant the right to become an assignee of any part of the Member's interest, and the terms and conditions of the power.

I. Returns and Other Elections. The Manager shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's Fiscal Year upon a Member's written request. All elections permitted to be made by the Company under federal or state laws shall be made by the Manager in the Manager's sole discretion, provided that the Manager shall make any tax election requested by Members owning a Majority Interest.

J. Tax Classification. The Members intend that the Company be classified as a partnership for federal and, if applicable, state income tax purposes, and neither the Manager nor any Member shall file any election inconsistent with that classification without the prior written consent of all Members. The Members acknowledge that any election in effect immediately prior to the Effective Date to treat the Company as a corporation shall be revoked or shall terminate as of the Effective Date, and the Members shall cooperate in the preparation and filing of all documents necessary or appropriate to affect that revocation or termination.

K. Tax Distributions. Notwithstanding Section 9C, but subject to Section 9D and to any restrictions contained in any loan or other agreement binding on the Company, the Company shall distribute to the Members, with respect to each Fiscal Year, an amount of cash at least equal to the aggregate federal, state and local income tax liability that would be payable by the Members with respect to the taxable income of the Company allocated to them for that Fiscal Year, calculated using the highest combined marginal federal and Illinois income tax rate then applicable to an individual resident of Illinois and taking into account the character of the income allocated and

any Company losses previously allocated and not previously taken into account. Tax distributions shall be made pro rata in proportion to Percentage Interests, shall be made no later than five (5) days before each quarterly estimated tax payment due date and, with respect to the balance for a Fiscal Year, no later than March 15 of the following year, and shall be treated as advances against, and shall reduce, subsequent distributions otherwise payable to a Member under Section 9C.

L. Partnership Representative. David D. Lockman is hereby designated as the "partnership representative" of the Company within the meaning of Section 6223 of the Code, and any successor shall be designated by Members holding a Majority Interest. The partnership representative is authorized to take any action permitted under Subchapter C of Chapter 63 of the Code, including making or revoking any election under Section 6221(b) or Section 6226 of the Code, provided that the partnership representative shall promptly notify the Members of any notice of administrative proceeding, proposed adjustment or final partnership adjustment and shall not settle any such proceeding without the consent of Members holding a Majority Interest. Each Member agrees to provide such information, and to file its returns consistently with the Company's returns, as may be required. The Company shall indemnify the partnership representative for acts taken in that capacity in accordance with Article 13.

ARTICLE 10:
TRANSFERABILITY

A. Sale or Encumbrance Prohibited. Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of a majority of the other non-transferring Members determined on a per capita basis.

B. Right of First Refusal. Notwithstanding Section 10A, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

I. The Member desiring to transfer their Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

II. For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

III. Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be later than 45 days after expiration of the 30-day notice period.

IV. If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 10B to the contrary, should

the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within 6 months after the expiration of the 30-day period describe above, then the provisions of Section 10B will again apply to the Interest proposed to be sold or conveyed.

V. Notwithstanding the foregoing provisions of Section 10B, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 10B, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

C. Substituted Parties. Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

I. The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to affect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

II. The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not averse to the Company or the other Members.

D. Death, Incompetency, or Bankruptcy of Member. On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 10E, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until the other Members admit the transferee as a fully substituted Member in accordance with the provisions of Section 10C and Section 11A.

I. Any transfer of Economic Rights pursuant to Section 10D will not include any right to participate in management of the Company, including any right to vote or consent to any matter submitted to the members, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Percentage Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

E. Death Buy Out. Notwithstanding the foregoing provision of Section 10D, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase,

acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of this section.

I. If the Members have failed to value the deceased Member's Interest within the prior 2-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

II. Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company no later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company. If the purchase price was determined by appraisals, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

III. At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

IV. On completion of the purchase of the deceased Member's Interest in the Company, the Percentage Interests of the remaining Members will increase proportionately to their then existing Percentage Interests.

ARTICLE 11:
ADDITIONAL MEMBERS AND NEW INTERESTS

A. Admission of New Members. Subject to Article 10, from the date of the formation of the Company, any Person or Entity acceptable to the Members holding one hundred percent (100%) of the Percentage Interest of the Company may become a Member in this Company either by the issuance by the Company of Membership Interests for such consideration as the Members holding at least one hundred percent (100%) of the Percentage Interest of the Company shall determine, or as a transferee of a Member's Membership Interest or any portion thereof, subject to the terms and conditions of this Operating Agreement. No new Members shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Manager may, at the Manager's option, at the time a Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income and expense deductions to a new Member for that portion of the Company's tax year in which a Member was admitted in accordance with the provisions of Code Subsection 706(d) and the Treasury Regulations promulgated thereunder.

ARTICLE 12:
DISSOLUTION AND TERMINATION

A. Dissolution. The Company will be dissolved on the happening of any of the following events:

I. Sale, transfer, or other disposition of all or substantially all of the property of the Company;

II. The agreement of all of the Members;

III. By operation of law; or

IV. The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

B. Winding Up. On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Article 9 of this Agreement, in the following order:

I. To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

II. To the payment and discharge of any Company debts and liabilities owed to Members; and

III. To Members in proportion to their respective Percentage Interests.

ARTICLE 13:
INDEMNIFICATION

A. Actions Against Company. 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, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Company) by reason of the fact that such person is or was a Manager, employee or agent of the Company, or is or was serving at the request of the Company as a director, manager, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that he or she reasonably believed to be in or not opposed to the best interests of the Company, or, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.

B. Actions by Company. 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 or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that such person is or was a Manager, employee or agent of the Company, or is or was serving at the request of the Company as a director, manager, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Company, provided that no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for fraud, gross negligence or willful misconduct in the conduct of his or her duty to the Company, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the court shall deem proper.

C. Costs of Defense. To the extent that a Manager, employee or agent of the Company has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to herein, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

D. Specific Authority. Any indemnification herein (unless ordered by a court) shall be made by the Company only as authorized in the specific case, upon a determination that indemnification of the director, manager, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth herein. Such determination shall be made (a) by the Manager, if the Manager was not a party to such action, suit or proceeding, (b) if the Manager was a party to such action, suit or proceeding, by independent legal counsel in a written opinion, or (c) by the Members holding a Majority Interest, excluding for this purpose the Percentage Interest of any Member who is the proposed indemnitee.

E. Expenses in Pending Actions. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Company in advance of the final disposition of such action, suit or proceeding as authorized by the Manager or the Members in the specific case, upon receipt of an undertaking by or on behalf of the director, Manager, employee or agent to repay such amount, if it shall ultimately be determined that he is not entitled to be indemnified by the Company as authorized in this Article.

F. Indemnification Not Exclusive Remedy. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Articles of Organization, this Operating Agreement, or any agreement, vote of Members or disinterested Managers, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office and shall continue as to a person who has ceased to be a director, manager, employee or agent and shall inure to the benefit of the heirs, executors and administrators of the person.

G. Insurance. The Company shall have the power to purchase and maintain insurance on behalf of any person who is or was a Manager, employee or agent of the Company, or is or was serving at the request of the Company as a director, Manager, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Company would have the power to indemnify such person against such liability under the provisions of this Article.

H. Report of Indemnification Payments. If the Company has paid indemnity or has advanced expenses to a Manager, employee or agent, the Company shall report the indemnification or advance in writing to the Members with or before the notice of the next Members' meeting.

I. Definitions. For purposes of this Article, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Company" shall include any service as a Manager, employee or agent of the Company that imposes duties on or involves services by the Manager, employee or agent with respect to an employee benefit plan, its participants or beneficiaries. A person who acted in good faith and in a manner the person reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this Article.

ARTICLE 14:

MISCELLANEOUS PROVISIONS

A. Notices. Any notice, demand or communication required or permitted to be given by any provision of this Operating Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given 3 business days after the date on which the same was deposited in the United States mail, addressed and sent as aforesaid.

B. Application of Illinois Law. This Operating Agreement and its interpretation shall be governed exclusively by its terms and by the laws of the State of Illinois, and, specifically, the Act.

C. Waiver of Action for Partition. Each Member and Economic Interest Owner irrevocably waives, during the term of the Company, any right that it may have to maintain any action for partition with respect to the property of the Company.

D. Amendments. This Operating Agreement may not be amended except in writing by the affirmative vote of Members holding at least a Majority Interest of all Percentage Interests. Any amendment changing the Percentage Interests of the Members requires a unanimous vote of the Members.

E. Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations and other instruments necessary to comply with any laws, rules or regulations.

F. Construction. Whenever the singular is used in this Operating Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

G. Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

H. Waivers. The failure of any party to seek redress for default of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act which would have originally constituted a default, from having the effect of an original default.

I. Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other rights the parties may have.

J. Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

K. Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

L. Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company.

M. Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

N. Entire Agreement; Amendment and Restatement of Prior Agreement. This Operating Agreement, together with the exhibits hereto, constitutes the entire agreement among the Members and the Manager with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, written or oral, including the Prior Agreement, which is hereby amended and restated in its entirety and shall be of no further force or effect as of the Effective Date.

O. Confidentiality. Each Member shall hold in confidence, and shall not use or disclose except in furtherance of the Company's business or as required by law, all non-public information relating to the Company, including client lists and contacts, pricing, methodologies, work product, financial information and business plans. This Section shall survive the Transfer of a Member's Membership Interest and the dissolution of the Company.

[Remainder of page left intentionally blank; signature page follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused their signatures, or the signatures of their duly authorized representatives, to be set forth below as of the day and year first above written.

David D. Lockman, the undersigned below, hereby accepts the appointment as manager and all the duties, obligations and rights as described in the Operating Agreement above.

_____, the undersigned below, hereby accepts admission as a Member and all the duties, obligations and rights as described in the Operating Agreement above.

MANAGER:

_____
David D. Lockman

Dated: _____

MEMBERS:

_____
David D. Lockman

Dated:_____

_____
_____

Dated:_____

EXHIBIT A
Schedule of Members

Member	Percentage Interest
David D. Lockman 746 W. Sunset Drive Glenwood, Illinois 60425	70% Membership Interest
_____ _____ _____	30% Membership Interest

Membership Certificate
Number 1

THIS CERTIFIES THAT DAVID D. LOCKMAN IS THE LAWFUL OWNER OF A 100% MEMBERSHIP INTEREST IN AKIL-ABREE CONSULTING, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY.

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE OPERATING AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE COMPANY'S PRINCIPAL OFFICE. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION, OR OTHER DISPOSITION OF THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF THE OPERATING AGREEMENT.

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED OF EXCEPT UNDER A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS OR UNDER AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT.

DATED: DECEMBER 09, 2021

_____
David D. Lockman, Manager

Surrender and Cancellation

THIS CERTIFICATE EVIDENCE THE ONE HUNDRED PERCENT (100%) MEMBERSHIP INTEREST OF DAVID D. LOCKMAN IMMEDIATLEY PRIOR TO THE ISSUANCE DESCRIBED IN SECTION 8A OF THE OPERATING AGREEMENT. THIS CERTIFICATE IS HEREBY SURRENDERED TO THE COMPANY FOR CANCELLATION ON _____. NO MEMBERSHIP INTEREST EVIDENCED BY THIS CERTIFICATE HAS BEEN TRANSFERRED OR ASSIGNED BY DAVID D. LOCKMAN TO ANY PERSON.

THIS CERTIFICATE IS CANCELED AND EXCHANGED FOR NEW CERTIFICATE NO. 2.

_____

David D. Lockman

CERTIFICATE NUMBER: 1

Membership Certificate
Number 2

THIS CERTIFIES THAT DAVID D. LOCKMAN IS THE LAWFUL OWNER OF A 70% MEMBERSHIP INTEREST IN AKIL-ABREE CONSULTING, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY.

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE OPERATING AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE COMPANY'S PRINCIPAL OFFICE. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION, OR OTHER DISPOSITION OF THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF THE OPERATING AGREEMENT.

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED OF EXCEPT UNDER A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS OR UNDER AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT.

DATED: _____

_____
David D. Lockman, Manager

Transfer & Assignment

I TRANSFER AND ASSIGN TO _____ ALL OF MY 70% MEMBERSHIP INTEREST IN AKIL-ABREE CONSULTING, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS REPRESENTED BY THIS CERTIFICATE, ON _____.

THIS CERTIFICATE IS CANCELED IN EXCHANGE FOR NEW CERTIFICATE NO. _____.

_____

David D. Lockman

CERTIFICATE NUMBER: 2

Membership Certificate
Number 3

THIS CERTIFIES THAT _____ IS THE LAWFUL OWNER OF A 30% MEMBERSHIP INTEREST IN AKIL-ABREE CONSULTING, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY.

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE OPERATING AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE COMPANY'S PRINCIPAL OFFICE. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION, OR OTHER DISPOSITION OF THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF THE OPERATING AGREEMENT.

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED OF EXCEPT UNDER A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS OR UNDER AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT.

DATED: _____

_____
David D. Lockman, Manager

Transfer & Assignment

I TRANSFER AND ASSIGN TO _____ ALL OF MY 30% MEMBERSHIP INTEREST IN AKIL-ABREE CONSULTING, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, AS REPRESENTED BY THIS CERTIFICATE, ON _____.

THIS CERTIFICATE IS CANCELED IN EXCHANGE FOR NEW CERTIFICATE NO. _____.

_____

_____

CERTIFICATE NUMBER: 3

EXHIBIT D

FORM OF ACCREDITED INVESTOR CERTIFICATION

Akil-Abree Consulting, LLC
an Illinois limited liability company
(the "Issuer" or "Akil-Abree")

This Accredited Investor Certification (this "Certification") is delivered to the Issuer in connection with the Subscriber's proposed acquisition of the Akil-Abree Interest pursuant to that certain Subscription Agreement (the "Subscription Agreement") by and between the Issuer and the undersigned subscriber (the "Subscriber"). Capitalized terms used but not defined in this Certification have the meanings given in the Subscription Agreement.

The Subscriber understands that the Issuer is relying upon the truth and accuracy of the information contained in this Certification for the purpose of determining the Subscriber's suitability to acquire the Akil-Abree Interest and the availability of exemptions from registration under the Securities Act of 1933, as amended (the "Securities Act"), including Rule 506(b) of Regulation D promulgated thereunder.

1. Subscriber Information

Name of Subscriber:
_____

Type of Entity:
_____

Jurisdiction of Organization:
_____

Principal Address:
_____

Contact Person:
_____

Title:
_____

Email Address:
_____

Telephone Number:
_____

2. Accredited Investor Status

The Subscriber represents, warrants, and certifies to the Issuer that the Subscriber is an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act because the Subscriber meets one or more of the following categories. Please check all applicable boxes:

Entity Categories

[___] The Subscriber is a corporation, limited liability company, partnership, or other entity, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000.

[___] The Subscriber is a bank, savings and loan association, insurance company, registered investment company, business development company, small business investment company, rural business investment company, or other institutional investor described in Rule 501(a).

[___] The Subscriber is a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

[___] The Subscriber is an organization described in Section 501(c)(3) of the Internal Revenue Code, a corporation, a Massachusetts or similar business trust, a partnership, or a limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000.

[___] The Subscriber is an employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, and either: (a) the investment decision is made by a bank, savings and loan association, insurance company, or registered investment adviser; (b) the employee benefit plan has total assets in excess of $5,000,000; or (c) if a self-directed plan, investment decisions are made solely by persons that are accredited investors.

[___] The Subscriber is a trust with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of the prospective investment.

[___] The Subscriber is an entity in which all of the equity owners are accredited investors. The Subscriber agrees to provide supporting information regarding each such equity owner upon request.

[___] The Subscriber is an entity, of a type not otherwise specifically listed in Rule 501(a), not formed for the specific purpose of acquiring the securities offered, owning investments in excess of $5,000,000.

[___] The Subscriber is a family office, as defined in Rule 501(a)(12), with assets under management in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, and whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment.

[___] The Subscriber is a family client, as defined in Rule 501(a)(13), of a family office meeting the requirements of Rule 501(a)(12), and whose prospective investment in the Issuer is directed by such family office.

Individual Categories

If the Subscriber is an individual, please check any applicable box below:

[___] The Subscriber is a natural person whose individual net worth, or joint net worth with the Subscriber's spouse or spousal equivalent, exceeds $1,000,000, excluding the value of the Subscriber's primary residence.

[___] The Subscriber is a natural person who had individual income in excess of $200,000 in each of the two most recent years, or joint income with the Subscriber's spouse or spousal equivalent in excess of $300,000 in each of those years, and reasonably expects to reach the same income level in the current year.

[___] The Subscriber is a natural person holding in good standing one or more professional certifications or designations recognized by the Securities and Exchange Commission as qualifying for accredited investor status. Specify certification(s): _____

[___] The Subscriber is a director, executive officer, or manager of the Issuer.

3. Additional Investor Representations

The Subscriber further represents, warrants, and certifies to the Issuer that:

a. the Subscriber is acquiring the Akil-Abree Interest for its own account, for investment purposes only, and not with a view to, or for offer or sale in connection with, any distribution of the Akil-Abree Interest in violation of the Securities Act or other applicable securities Laws;
b. the Subscriber has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment, or has retained appropriate advisers to assist in that evaluation;
c. the Subscriber is able to bear the economic risk of the investment, including the possible loss of the entire investment;
d. the Subscriber understands that the Akil-Abree Interest has not been registered under the Securities Act or state securities Laws and is being offered and sold in reliance on exemptions from registration;
e. the Subscriber understands that the Issuer is relying on this Certification and the Subscriber's representations in determining whether the issuance of the Akil-Abree Interest may be made without registration under the Securities Act; and
f. the information set forth in this Certification is true, correct, and complete in all material respects.

4. Supporting Information

The Subscriber agrees to provide such additional information or supporting documentation as the Issuer may reasonably request in order to confirm the Subscriber's accredited investor status or compliance with applicable law.

5. Update Obligation

The Subscriber agrees to notify the Issuer promptly in writing if any information contained in this Certification becomes untrue or materially misleading before Closing.

6. Certification

The undersigned has executed this Certification on behalf of the Subscriber and certifies that he or she is duly authorized to do so.

SUBSCRIBER

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT E
FORM OF RULE 506 BAD-ACTOR QUESTIONNAIRE

Confidential

Rule 506 of Regulation D
Disqualification Event Questionnaire

Akil-Abree Consulting, LLC
an Illinois limited liability company
("Issuer" or "Akil-Abree")

This Bad Actor Questionnaire (this "Questionnaire") is being furnished to obtain information in connection with the offering by Akil-Abree Consulting, LLC, an Illinois limited liability company (the "Issuer" or "Akil-Abree"), of the Akil-Abree Interest under Rule 506 of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act"), including Rule 506(b) thereunder (the "Offering"). This Questionnaire is delivered as Exhibit E to that certain Subscription Agreement by and between the Issuer and Subscriber (the "Subscription Agreement"). Capitalized terms used but not defined in this Questionnaire have the meanings given in the Subscription Agreement.

This Questionnaire is intended to be completed by a company or other entity that may be a "covered person" under Rule 506(d), including, as applicable, the Issuer itself, any predecessor of the Issuer, any affiliated issuer, any promoter, any compensated solicitor, or any beneficial owner of twenty percent (20%) or more of the Issuer's outstanding voting equity securities, calculated on the basis of voting power.

The responding entity acknowledges that the Issuer and its counsel will rely on the information provided in this Questionnaire in determining compliance with Rule 506(d) and the availability of the exemption under Rule 506 of Regulation D.

Important Instructions:

a. Answer every question completely and accurately.
b. If the answer to any question is "Yes," provide complete details on a separate schedule, including dates, jurisdictions, names of parties, file numbers, current status, and disposition.
c. Unless otherwise indicated, all questions apply to the responding entity and, where expressly stated, to its directors, executive officers, managing members, general partners, or other persons performing similar policy-making functions.
d. If you are uncertain whether a matter should be disclosed, disclose it.
e. This Questionnaire covers events that may result in "bad-actor" disqualification under Rule 506(d). Disclosure of an event does not necessarily mean that disqualification applies, but failure to disclose may impair the availability of the exemption.
f. The responding entity agrees to notify the Issuer promptly in writing if any response becomes inaccurate or incomplete before Closing.

1. Responding Entity Information

Full Legal Name of Responding Entity:

_____

Other Names Used by Responding Entity (including former names, trade names, assumed names, or DBAs):

_____

Jurisdiction of Organization:

_____

Entity Type:

_____

Date of Incorporation/Organization:

_____

Principal Business Address:

_____

Mailing Address, if different:

_____

Description of Business:

_____

Relationship to the Issuer:

_____

If the responding entity is a beneficial owner of the Issuer, state the percentage of voting equity beneficially owned:

_____

If the responding entity is a compensated solicitor, promoter, affiliated issuer, or predecessor, please describe that role:

_____

Contact Person:

_____

Title:

_____

Email Address:

_____

Telephone Number:

_____

2. Control Persons and Covered Individuals

Please list each director, executive officer, managing member, general partner, or other person performing similar policy-making functions for the responding entity, to the extent applicable.

Name	Title/Capacity	Dates of Service	Business Address
_____	_____	_____	_____
_____	_____	_____	_____

Name	Title/Capacity	Dates of Service	Business Address
_____	_____	_____	_____
_____	_____	_____	_____

If none, state "None": _____

3. Criminal Convictions

Has the responding entity been convicted, within ten (10) years before the date of sale in the Offering, of any felony or misdemeanor:

a. in connection with the purchase or sale of any security;
b. involving the making of any false filing with the Securities and Exchange Commission (the "SEC"); or
c. arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal, or paid solicitor of purchasers of securities?

Yes ___ No ___

If yes, provide details:

_____
_____

4. Court Injunctions and Restraining Orders

Is the responding entity subject to any order, judgment, or decree of any court of competent jurisdiction, entered within five (5) years before the date of sale in the Offering, that, at the time of such sale, restrains or enjoins the responding entity from engaging or continuing to engage in any conduct or practice:

a. in connection with the purchase or sale of any security;
b. involving the making of any false filing with the SEC; or
c. arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal, or paid solicitor of purchasers of securities?

Yes ___ No ___

If yes, provide details:

_____
_____

5. Final Orders of Certain Regulators

Is the responding entity subject to a final order of a state securities commission or an agency or officer of a state performing like functions; a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission or an agency or officer of a state performing like functions; an appropriate federal banking agency; the Commodity Futures Trading Commission; or the National Credit Union Administration that:

a. at the time of the sale in the Offering, bars the responding entity from:
    i. association with an entity regulated by such commission, authority, agency, or officer;
    ii. engaging in the business of securities, insurance, or banking; or
    iii. engaging in savings association or credit union activities; or
b. constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct, entered within ten (10) years before the date of sale in the Offering?

Yes ___ No ___

If yes, provide details:

_____
_____

6. SEC Disciplinary Orders

Is the responding entity subject to an order of the SEC entered pursuant to Section 15(b) or Section 15B(c) of the Securities Exchange Act of 1934, as amended, or Section 203(e) or Section 203(f) of the Investment Advisers Act of 1940, as amended, that, at the time of the sale in the Offering:

a. suspends or revokes the responding entity's registration as a broker, dealer, municipal securities dealer, investment adviser, or funding portal;
b. places limitations on the activities, functions, or operations of the responding entity; or
c. bars the responding entity from being associated with any entity or from participating in the offering of any penny stock?

Yes ___ No ___

If yes, provide details:

_____
_____

7. SEC Cease-and-Desist Orders

Is the responding entity subject to any order of the SEC entered within five (5) years before the date of sale in the Offering that, at the time of such sale, orders the responding entity to cease and desist from committing or causing a violation or future violation of:

a. any scienter-based anti-fraud provision of the federal securities laws, including without

limitation Section 17(a)(1) of the Securities Act, Section 10(b) of the Securities Exchange Act of 1934, as amended, and Rule 10b-5 thereunder, Section 15(c)(1) of the Securities Exchange Act of 1934, as amended, or Section 206(1) of the Investment Advisers Act of 1940, as amended; or

b. Section 5 of the Securities Act?

Yes ___ No ___

If yes, provide details:

_____

_____

8. Suspension or Expulsion from Self-Regulatory Organization

Is the responding entity suspended or expelled from membership in, or suspended or barred from association with a member of, a national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade?

Yes ___ No ___

If yes, provide details:

_____

_____

9. U.S. Postal Service False Representation Orders

Is the responding entity subject to any United States Postal Service false representation order entered within five (5) years before the date of sale in the Offering, or is the responding entity subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations?

Yes ___ No ___

If yes, provide details:

_____

_____

10. Regulatory Orders and Proceedings Involving Control Persons

To the responding entity's knowledge after reasonable inquiry, is any director, executive officer, managing member, general partner, or other person performing similar policy-making functions for the responding entity subject to any of the disqualification events described in Sections 3 through 9 above?

Yes ___ No ___

If yes, identify the person and provide details:

_____

_____

11. Compensated Solicitors and Related Persons

If the responding entity has been or will be paid, directly or indirectly, remuneration for solicitation of purchasers in connection with the Offering, please answer the following:

a. Will the responding entity receive any direct or indirect remuneration for solicitation activities in connection with the Offering?

Yes ___ No ___

b. If yes, is any director, executive officer, managing member, general partner, or other person performing similar policy-making functions of the responding entity subject to any of the disqualification events described in Sections 3 through 9 above?

Yes ___ No ___

If yes, provide details:

_____

_____

12. Prior Securities Law Matters

Has the responding entity been the subject of any investigation, administrative proceeding, enforcement action, settlement, consent decree, disciplinary action, or similar matter involving alleged violations of federal or state securities laws that is not otherwise disclosed above?

Yes ___ No ___

If yes, provide details:

_____

_____

13. Disclosure of Pre-Existing Events

If the responding entity has experienced any event that may require disclosure under Rule 506(e), even if not disqualifying under Rule 506(d), please describe the event below:

_____
_____
_____
_____

14. Certification and Undertaking

The undersigned, on behalf of the responding entity and in his or her authorized capacity, hereby certifies to the Issuer that:

a. the undersigned is authorized to execute and deliver this Questionnaire on behalf of the responding entity;
b. the information contained in this Questionnaire and in any attachments hereto is true, correct, and complete in all material respects as of the date hereof;
c. the responding entity acknowledges that the Issuer and its counsel will rely on this Questionnaire in connection with the Offering and in determining the availability of exemptions from registration under the Securities Act;
d. the responding entity agrees to notify the Issuer promptly in writing if, before Closing or the earlier termination of the Offering, any information provided in this Questionnaire becomes untrue, incorrect, or incomplete in any material respect; and
e. the responding entity understands that intentional misstatements or omissions may result in legal consequences and may jeopardize the Offering.

RESPONDING ENTITY

By: _____

Name: _____

Title: _____

Date: _____

15. Attachment Schedule

Use this section or attach separate pages for any additional explanations required by this Questionnaire.

Section Reference: _____
Details: _____

Section Reference: _____
Details: _____

Section Reference: _____
Details: _____

EXHIBIT F

FORM OF UNANIMOUS WRITTEN CONSENT OF THE SHAREHOLDERS OF INTELLISTREETS, INC.

Dated as of _____

The undersigned, Akil-Abree Consulting, LLC, an Illinois limited liability company ("Akil-Abree"), and _____, a _____ (the "Subscriber"), are the persons that will constitute all of the shareholders of Intellistreets, Inc., a Michigan corporation (the "Company"), immediately following the Closing (as defined below). The undersigned adopt this Unanimous Written Consent of the Shareholders (this "Consent") solely in anticipation of, and subject to effectiveness upon, the Closing.

Recitals

WHEREAS, Akil-Abree and Subscriber entered into that certain Subscription Agreement dated as of _____ (the "Subscription Agreement");

WHEREAS, pursuant to the Subscription Agreement and the acquisition agreement contemplated thereby (the "Acquisition Agreement"), as components of a single integrated transaction, the sellers identified in the Acquisition Agreement will transfer directly to Subscriber shares representing seventy percent (70%) of the Company's issued and outstanding capital stock immediately following Closing (the "Subscriber Shares") and directly to Akil-Abree shares representing the remaining thirty percent (30%) of the Company's issued and outstanding capital stock immediately following Closing (the "Akil-Abree Shares");

WHEREAS, in anticipation of the Closing, the Company, Akil-Abree, Subscriber, and David D. Lockman are executing that certain Director Agreement (the "Director Agreement"), which is a Transaction Document under the Subscription Agreement and will become effective only upon Closing; and

WHEREAS, the Subscription Agreement requires that all shareholder, board, officer, governance, and organizational actions necessary or desirable to implement the Director Agreement be executed in agreed form and become effective only upon the simultaneous consummation of the Integrated Transaction; and

WHEREAS, the undersigned desire to approve the matters set forth below, effective only upon Closing.

Resolutions

NOW, THEREFORE, effective automatically upon, and only upon, the simultaneous consummation of all components of the Integrated Transaction in accordance with the Subscription Agreement (the "Closing"), unless waived, the undersigned, as all shareholders of the Company as of Closing, unanimously resolve as follows:

1. The Director Agreement, including its director-designation, shareholder-voting, proxy,

transfer-restriction, replacement, indemnification, and related governance arrangements, is approved, adopted, and ratified in all respects. The Company is authorized to execute, deliver, and perform the Director Agreement. Any action that applicable law or the Company's articles of incorporation or bylaws reserves to the board of directors or an officer will remain subject to all required board or officer action.

2. Subject to the effectiveness of the bylaws amendment approved in Resolution 4 and to the resignation, removal, or other cessation of service of each director serving immediately before Closing, David D. Lockman is elected as Akil-Abree's initial designee and the sole director of the Company, effective as of Closing, to serve until his successor is duly elected and qualified or his earlier death, resignation, disqualification, removal, or replacement in accordance with applicable law and the Director Agreement.

3. The undersigned agree to vote all shares of the Company's capital stock that they beneficially own or control, and to execute and deliver all shareholder consents, proxies, joinders, appointment instruments, certificates, and other documents, necessary to implement and give continuing effect to the Director Agreement and the matters approved by this Consent, including the election and maintenance of the Company's sole director and, when required under the Director Agreement, the removal and replacement of the Company's sole director with a successor designated by Akil-Abree. Neither undersigned will nominate, elect, appoint, or support the appointment of any other person as a director of the Company except a successor designated by Akil-Abree in accordance with the Director Agreement.

4. The Company's bylaws are to be amended, effective only upon Closing, to provide that the board of directors will consist of one (1) director, subject to applicable law. The undersigned will take all shareholder action, and will cause all required board and officer action to be taken, to adopt, file if necessary, implement, and maintain that amendment and any conforming amendment to the Company's organizational documents; provided that no amendment may be adopted that is inconsistent with the Director Agreement.

5. The appropriate directors, officers, and authorized representatives of the Company are authorized and directed, subject to all required corporate action, to execute and deliver the Director Agreement and any certificates, notices, stock-ledger entries, appointment instruments, indemnification arrangements, bank authorizations, and other documents, and to take any other actions, reasonably necessary or appropriate to carry out the foregoing resolutions and implement the Director Agreement.

Effectiveness; General

This Consent is executed and delivered before Closing but will become effective only upon Closing and only if the Closing occurs within the applicable Michigan Consent Period. This Consent will become effective only if each person executing this Consent is a shareholder of record of the Company as of the applicable record date or otherwise has the authority required under the Michigan Business Corporation Act, the Company's organizational documents, and applicable law to execute this Consent, including Subscriber as of Closing. If Closing does not occur within the applicable Michigan Consent Period, or if either executing person lacks the required shareholder status or authority when this Consent is to become effective, this Consent will automatically be void

and of no force or effect to the fullest extent required by applicable law.

If Closing has not occurred before expiration of the applicable Michigan Consent Period, each undersigned will promptly execute and deliver, and will cause its successors and permitted assigns to execute and deliver, a replacement unanimous written consent that is substantially similar to this Consent, conforms to the then-current Subscription Agreement and Director Agreement, and is structured to become effective upon Closing or another future time or event permitted by applicable law. This covenant survives the expiration, ineffectiveness, or voidness of this Consent; however, no corporate action described in this Consent will be effective unless and until a replacement consent is duly executed and becomes effective in accordance with applicable law.

This Consent may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one instrument. Signatures delivered electronically, including by PDF or other electronic means, will be effective as original signatures.

This Consent constitutes action by unanimous written consent without a meeting to the extent permitted by the Michigan Business Corporation Act and the Company's organizational documents. Upon Closing, this Consent and the related corporate actions will be filed with the Company's corporate records and reflected in the Company's stock ledger and minute book.

[Signature Page Follows]

SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the date first written above.

AKIL-ABREE CONSULTING, LLC	**SUBSCRIBER**
/s/: _____	/s/: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SCHEDULE 1

CAPITALIZATION AND OWNERSHIP OF AKIL-ABREE

Akil-Abree capitalization immediately before Closing:

Member	Percentage Interest	Voting Interest	Economic Interest
David D. Lockman	100%	100%	100%
Total	100%	100%	100%

Akil-Abree capitalization immediately after Closing:

Member	Percentage Interest	Voting Interest	Economic Interest
Subscriber	30%	30%	30%
David D. Lockman	70%	70%	70%
Total	100%	100%	100%

SCHEDULE 2

CAPITALIZATION AND OWNERSHIP OF INTELLISTREETS, INC.

Target Company capitalization immediately before Closing:

Holder	Shares Held	Percentage Ownership	Voting Power
Ronald Harwood	_____	_____%	_____%
_____	_____	_____%	_____%
Total	_____	100%	100%

Target Company capitalization immediately after Closing:

Holder	Shares Held	Percentage Ownership	Voting Power
Subscriber	_____	70%	70%
Akil-Abree	_____	30%	30%
Total	_____	100%	100%

At Closing, the Sellers will transfer directly to Subscriber the Subscriber Shares representing seventy percent (70%) of all issued and outstanding equity interests of the Target Company, including seventy percent (70%) of all voting power and economic rights, and directly to Akil-Abree the Akil-Abree Shares representing the remaining thirty percent (30%) of all issued and outstanding equity interests of the Target Company, including thirty percent (30%) of all voting power and economic rights, in each case subject only to the specific capitalization details set forth above.

Outstanding options, warrants, conversion rights, preferred securities, phantom equity, voting agreements, proxies, or other rights affecting Target Company capitalization or voting power:

SCHEDULE 3

REQUIRED CLOSING DELIVERABLES AND CORPORATE APPROVALS

Akil-Abree Deliveries:

a. executed counterpart of the Agreement;

b. executed counterpart of the Amended Operating Agreement;

c. Member, manager, officer, and other approvals authorizing the Agreement, the Amended Operating Agreement, issuance of the Akil-Abree Interest, and the Integrated Transaction;

d. certificate of good standing for Akil-Abree issued by the Illinois Secretary of State, dated no earlier than _____ before Closing;

e. certificate of an authorized officer or manager of Akil-Abree as to organizational documents, authorizing resolutions, incumbency, and performance of conditions;

f. updated capitalization schedule for Akil-Abree consistent with Schedule 1;

g. executed Acquisition Agreement and all material amendments, schedules, and closing documents;

h. evidence that the conditions to the Acquisition Closing have been satisfied or waived in writing;

i. executed Director Agreement and evidence of the required conditional Target Company corporate approvals;

j. executed Closing Funds-Flow Statement and escrow instructions; and

k. all other documents reasonably necessary to consummate the Integrated Transaction.

Subscriber Deliveries:

a. executed counterpart of the Agreement;

b. Subscription Payment in immediately available funds to the Escrow Agent;

c. formation documents, good-standing certificate, authority documents, incumbency certificate, EIN confirmation, and tax classification information;

d. beneficial ownership, anti-money-laundering, source-of-funds, sanctions, and compliance documentation reasonably requested by Akil-Abree or the Escrow Agent;

e. executed Accredited Investor Certification;

f. executed Rule 506 Bad-Actor Questionnaire;

g. executed Amended Operating Agreement;

h. executed Director Agreement and related Target Company governance documents, to the extent required of Subscriber; and

i. all other documents reasonably necessary to consummate the Integrated Transaction.

Seller and Target Company Deliveries:

a. executed Acquisition Agreement;

b. share certificates representing certificated Subscriber Shares and Akil-Abree Shares, if any, together with properly executed stock powers;

c. book-entry evidence and transfer documentation for uncertificated Subscriber Shares and Akil-Abree Shares, if applicable;

d. Target Company stock-ledger evidence showing Subscriber as owner of the Subscriber Shares and Akil-Abree as owner of the Akil-Abree Shares immediately upon Closing;

e. Target Company capitalization certificate consistent with Schedule 2;

f. lien-release documents and payoff letters for any Encumbrances on the Subscriber Shares or the Akil-Abree Shares;

g. Target Company certificate of good standing from the State of Michigan, dated no earlier than _____ before Closing;

h. Target Company board resolutions, shareholder consents, officer certificates, bylaws amendments, stockholder agreements, appointment instruments, and other actions necessary to implement the Director Agreement;

i. any replacement shareholder consent required under Section 5(h) of the Agreement;

j. evidence that all consents, approvals, and notices required under the Target Company's organizational documents, shareholder agreements, contracts, and Applicable Law have been obtained or completed; and

k. all other documents reasonably necessary to transfer the Subscriber Shares to Subscriber, transfer the Akil-Abree Shares to Akil-Abree, and implement the Director Agreement in accordance with the Agreement.