

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

RE: Management Call Notice

[REDACTED]

As of your separation from service, you held 21,970 common units (the "Common Units") of [REDACTED] LLC (the "Company"), which you purchased for a total purchase price of \$21,970 pursuant to a Subscription Agreement with the Company. Your Common Units are subject to repurchase under the Company's Amended and Restated Limited Liability Company Agreement (as amended from time to time, the "LLCA"), and the Second Amended and Restated Agreement of Limited Partnership of [REDACTED] (as amended from time to time, the "LPA"). Capitalized terms used but not defined herein have the meanings given to them in the LLCA and LPA.

This written notice serves as a Management Call Notice for purposes of the LLCA and LPA. As of the date hereof (the "Repurchase Date"), the Company has elected to exercise its Management Call Option under the LLCA and LPA, pursuant to which it will repurchase all of your Common Units for a total purchase price of \$28,341.30, which amount represents the aggregate fair market value of the Common Units on the Repurchase Date, as determined in accordance with the LLCA and LPA.

You will be paid a lump sum cash payment for the total purchase price of your Common Units on October 29, 2025.

Please refer to the Unit Repurchase Agreement attached as Exhibit A hereto for the definitive terms regarding the repurchase of your Common Units. If there is any conflict between the terms of this Management Call Notice and the Unit Repurchase Agreement, the Unit Repurchase Agreement will control.

Please (i) sign this Management Call Notice, (ii) complete your wire instructions, and (iii) sign the enclosed Unit Repurchase Agreement by August 11, 2025 to ensure the repurchase of your Common Units.

[REDACTED]

[REDACTED]

EXHIBIT A

[REDACTED]

This Unit Repurchase Agreement (the "Agreement") is made by and among [REDACTED] ("Aggregator"), [REDACTED] (the "Partnership"), [REDACTED] ("Blocker"), and the individual listed as "Seller" on the signature page hereof, as of the date Aggregator or the Partnership receives an executed copy of the Agreement from Seller (the "Agreement Date"). Any terms not defined herein shall have the meaning set forth in the Second Amended and Restated Limited Partnership Agreement of the Partnership, dated October 1, 2021 (as amended from time to time, the "LPA")

WHEREAS, Seller is the holder of Common Units of Aggregator; and

WHEREAS, pursuant to Article VI of (i) Aggregator's Amended and Restated Limited Liability Company Agreement, dated January 11, 2022 (as amended from time to time, the "LLCA"), and (ii) the LPA, Aggregator desires to complete the repurchase from Seller of the number of Common Units set forth on Schedule 1 hereto (the "Repurchase Units"), on the terms and subject to the conditions set forth in this Agreement, for the aggregate amount on Schedule 1 hereto (the "Repurchase Consideration"); and

WHEREAS, Aggregator shall complete the repurchase and redemption of the Repurchase Units from Seller and in exchange for the Repurchase Units, Aggregator shall transfer, assign, convey, and deliver common units of Aggregator Blocker with a value equivalent to the Repurchase Consideration (the "Corresponding Blocker Units") to Seller (collectively, the "Aggregator Common Unit Repurchase"); and

WHEREAS, immediately following the Aggregator Unit Repurchase, the Partnership shall complete the repurchase and redemption of common units of the Partnership with a value equivalent to the Repurchase Consideration (the "Corresponding Partnership Units") from Aggregator Blocker and in exchange for the Corresponding Partnership Units, the Partnership shall pay Aggregator Blocker an amount of cash equal to the Repurchase Consideration (collectively, the "Corresponding Partnership Unit Redemption"); and

WHEREAS, immediately following the Corresponding Partnership Unit Redemption, Aggregator Blocker shall complete the repurchase and redemption of the Corresponding Blocker Units from Seller and in exchange for the Corresponding Blocker Units Aggregator Blocker shall pay Seller an amount of cash equal to the Repurchase Consideration (collectively, the "Corresponding Blocker Unit Redemption"); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale of the Common Units.

(a) (i) Seller hereby transfers and assigns to Aggregator all of Seller's right, title and interest in and to the Repurchase Units and in exchange for such Repurchase Units, Aggregator hereby transfers, assigns, conveys and delivers the Corresponding Blocker Units to Seller, (ii) immediately following the Aggregator Common Unit Repurchase, the Partnership hereby repurchases and redeems the Corresponding Partnership Units from Aggregator Blocker and in



exchange for such Corresponding Partnership Units, the Partnership shall pay or cause to be paid to Aggregator Blocker an amount of cash equal to the Repurchase Consideration, and (iii) immediately following the Corresponding Partnership Unit Redemption, Aggregator Blocker hereby repurchases and redeems the Corresponding Blocker Units from Seller and in exchange for the Corresponding Blocker Units, Aggregator Blocker shall pay or cause to be paid to Seller (in accordance with the wire instructions provided by Seller on the Agreement Date) an amount of cash equal to the Repurchase Consideration no later than 90 days following the fiscal quarter-end immediately following the Repurchase Date (as defined in the Management Call Notice to which the Agreement is attached as Exhibit A).

(b) Seller acknowledges and agrees that (i) the Repurchase Consideration is not less than the amount to which Seller is entitled with respect to the Repurchase Units in accordance with the terms of the LPA and the LLCA and (ii) payment of the Repurchase Consideration is in complete satisfaction of any and all rights Seller may have had with respect to the Repurchase Units.

2. Aggregator Representations. In repurchasing the Repurchase Units, Aggregator acknowledges, represents, and warrants that:

(a) Aggregator is a limited liability company, validly existing and in good standing under the laws of the state of Delaware and it has full and adequate right, power, capacity and authority to enter into, execute, deliver, and perform this Agreement;

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

(c) except for the express representations and warranties contained in this Agreement, neither Seller, nor any of its affiliates, attorneys, accountants, or financial or other advisors, has made any representations or warranties to Aggregator.

3. Seller Representations. Seller acknowledges, represents, and warrants to Aggregator that:

(a) Seller has all requisite power and authority to execute and deliver this Agreement, and this Agreement has been duly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms;

(b) the Repurchase Units constitute all of Seller's common units, or right to acquire common units, in Aggregator, the Partnership, or their respective Affiliates, are directly owned by Seller, free and clear of any liens, claims, voting proxies, security interests, restrictions, options, or other encumbrances of any kind, and Seller has not granted any option of any sort with respect to any Repurchase Units or any right to acquire any Repurchase Units or any interest therein other than to Aggregator;

(c) neither the execution of this Agreement nor the consummation by Seller of the sale of the Repurchase Units hereunder will (i) require any consent, approval, authorization or order of any court or governmental agency or body, (ii) violate, conflict with or result in a default or give rise to any right of termination, cancellation or acceleration (with or without notice or lapse of time, or both) under any of the terms, conditions or provisions of any agreement, lease, or other instrument or obligation to which Seller is a party or by which any of Seller's assets are bound, or (iii) violate any law, order, writ, injunction or decree applicable to Seller or any of Seller's assets;



(d) Seller has such knowledge, sophistication, and experience in business and financial matters as to be capable of evaluating the merits and risks of, and protecting Seller's own interests in connection with the transactions contemplated by this Agreement, and has had a reasonable opportunity to review this Agreement and to consult with Seller's legal counsel and accountants with respect to the terms and the legal, financial and tax implications of this Agreement;

(e) Seller has not incurred or become liable for any broker's commission or finder's fee relating to the transactions contemplated by this Agreement;

(f) Seller has delivered a valid IRS Form W-9 to Aggregator and the Partnership, as applicable; and

(g) except for the express representations and warranties contained in this Agreement, none of Aggregator, the Partnership, or any of their respective Affiliates, attorneys, accountants, or financial or other advisors, have made any representations or warranties to Seller.

4. Release. In consideration of Aggregator agreeing to purchase the Repurchase Units hereunder, Seller hereby releases Aggregator, the Partnership, and each of their respective Affiliates, and all of the past and present directors, officers, unitholders, general and limited partners, employees, and agents of the foregoing, their successors and assigns, and all others connected with them, both individually and in their official capacities, from any and all causes of action, rights or claims that Seller has had in the past, now has, or might now have against them, including in any way related to, connected with or arising out of Seller's ownership of the Repurchase Units and the transactions contemplated by this Agreement or under the LPA, the LLCA, or any documents or agreements related thereto.

5. Withholding. Notwithstanding anything to the contrary contained in this Agreement, Seller acknowledges and agrees that the Repurchase Consideration payable to Seller may be subject to federal, state, or local withholding taxes, as applicable, and Seller authorizes Aggregator, the Partnership, and their respective Affiliates to deduct and withhold any such federal, state, or local withholding taxes required to satisfy the withholding obligations of Aggregator, the Partnership, and their respective Affiliates, if applicable.

6. Miscellaneous.

(a) Confidentiality. Seller agrees to keep the contents and terms of this Agreement confidential and shall not disclose any such contents or terms to any third party, except to the extent Seller is required by applicable law, regulation, or legal process to make such disclosure. For the avoidance of doubt, (i) nothing contained in this Agreement or any other written agreement between Seller and Aggregator, the Partnership, or any of their respective Affiliates limits, restricts, or in any other way affects Seller's communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to such governmental agency or entity (or requires Seller to provide notice of any such communication to Aggregator, the Partnership, or any of their respective Affiliates) and (ii) Seller will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (B) in a complaint or other document filed under seal in a lawsuit or other proceeding; provided, however, that notwithstanding this immunity from liability, Seller may be held liable if he or she unlawfully accesses trade secrets by unauthorized means.



(b) Entire Agreement. This Agreement and the LLCA and LPA contain the entire agreement between the parties hereto with respect to the subject matter of this Agreement and supersede any and all prior agreements related to the subject matter hereof. This Agreement is executed without reliance upon any promise, warranty, or representation by any party or any representative of any party other than those expressly contained herein. The respective agreements, representations, warranties, and other statements of Aggregator and Seller, as set forth in this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results thereof) made by or on behalf of Aggregator or Seller or any of their respective officers, directors, or Affiliates, and shall survive delivery of and payment for the Repurchase Units.

(c) Assignment. This Agreement shall be binding upon each party and each of their respective successors and permitted assigns. This Agreement may not be assigned by Seller without the written consent of each other party hereto and any such assignment without its written consent shall be void.

(d) Amendment. This Agreement may be amended only by written agreement of a subsequent date among each of the parties hereto.

(e) Further Assurances. Each party agrees to execute any additional documents and take any further action as may be necessary or desirable in order to implement the transactions contemplated by this Agreement.

(f) Expenses. Each party shall bear its own expenses incurred in connection with this Agreement and the consummation of the transactions contemplated hereby.

(g) Interpretation. Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party. The parties hereto have participated jointly in the negotiation and drafting of this Agreement; accordingly, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provisions of this Agreement.

(h) Waiver of Compliance. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant, or agreement contained herein. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

(i) Other. The provisions of Sections 15.2 (Specific Performance), 15.3 (Submission to Jurisdiction, Consent to Service of Process, Waiver of Jury Trial), 15.5 (Governing Law), 15.7 (Severability) and 15.10 (Counterparts) of the LPA shall apply to this Agreement, *mutatis mutandis*.

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