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City Care Medical

Intellis Health LLC

D/B/A City Care Medical
CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

DATED: April_____2021
CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

ONLY FOR ACCREDITED INVESTORS

$15,000,000 Maximum - $1,000,000 Minimum

INTELLIS HEALTH LLC

A Sharia-Compliant Fund

Offering Units of Class A Membership Interests (the "Units")
$1,000.00 per Membership Interest ("Unit")
Minimum Subscription-$50,000 or Fifty Units

INTELLIS HEALTH LLC (referred to as "**we**" or the "**Company**"), a Delaware Limited liability company doing business as City Care Medical, is offering up to FOURTEEN THOUSAND NINE HUNDRED AND NINETY (14,990) Class A Units in the Company (the "Class A Units") at a purchase price of $1,000.00 per Unit. The Class A Units will represent 14,990/15,000 (or 99.93%) of the Units in the Company. The Manager will be issued TEN Class B Units in the Company (the "Class B Units" and together with the Class A Units, the "Units") at a purchase price of $1,000.00 per Unit. The Class B Units will represent 10/15,000 (or 0.067%) of the Units in the Company. The Manager may also purchase and own Class A Units.

The Capital Contribution for each Class A and Class B Unit is $1,000.00, and the minimum subscription is FIFTY Units, unless we permit the purchase of a lesser amount. The offering of the first ONE THOUSAND (1,000) Units will be on a "best efforts, all-or-none" basis for a minimum offering amount of $1,000,000 ("**Minimum Offering Amount**") and thereafter, the offering of shall continue on a "best efforts" basis up to a maximum of $15,000,000 (the "**Maximum Offering Amount**"), or until the offering is terminated as provided herein. We may hold the first closing of this Offering (the "**First Closing**") at a time after we have accepted subscriptions for the Minimum Offering Amount. Any funds received from prospective investors prior to the First Closing will be held in a non-interest-bearing escrow account (the "**Escrow Account**") at the Wilmington Trust, National Association, a wholly-owned subsidiary of M&T Bank Corporation [N.A**.,** Buffalo, NY] (the "**Escrow Agent**"). After the First Closing, the remaining Units will continue to be offered and closings may occur from time to time with respect to additional Units sold (each, a "**Closing**") until we have accepted up to the Maximum Offering Amount or, if earlier, April 31, 2020, which date we may extend for up to June 30, 2021 without notice (the "**Offering Termination Date**"). We reserve the right, in our sole discretion, to terminate the Offering at any time. If the Minimum Offering Amount is not subscribed prior to the Offering Termination Date, and the Company does not elect to extend the offering, all investor funds will be returned directly to the subscribers without interest or deduction therefrom.

The purpose and business of the Company shall be to (a) acquire a portfolio of distressed, below-market priced Primary Care Physician ("PCP") Practices throughout the five boroughs (counties) of New York City. The practices will be consolidated into 1 or more operating entities, which entities will be partnered with health insurance companies in "value-based payments" or "risk shared" compensation models that are essentially risk–sharing contracts with the insurance companies.

Under this new management and compensation configuration the consolidated practices will be stable and profitable. In order to reach the critical mass required for the risk-shared compensation model to work, Intellis will have to have responsibility for at least 12,000 patients, referred to as Covered Lives ("Covered Lives"). When this point is surpassed management will enter into a participation program with Medicare, Medicaid and most major insurance companies. The Federal Healthcare Agency, Centers for Medicare and Medicaid Services (CMS) has billions of incentive dollars that are not distributed because PCPs do not have the systems in place to meet the criteria, Through the profit sharing programs and by taking advantage of the many incentive payments.

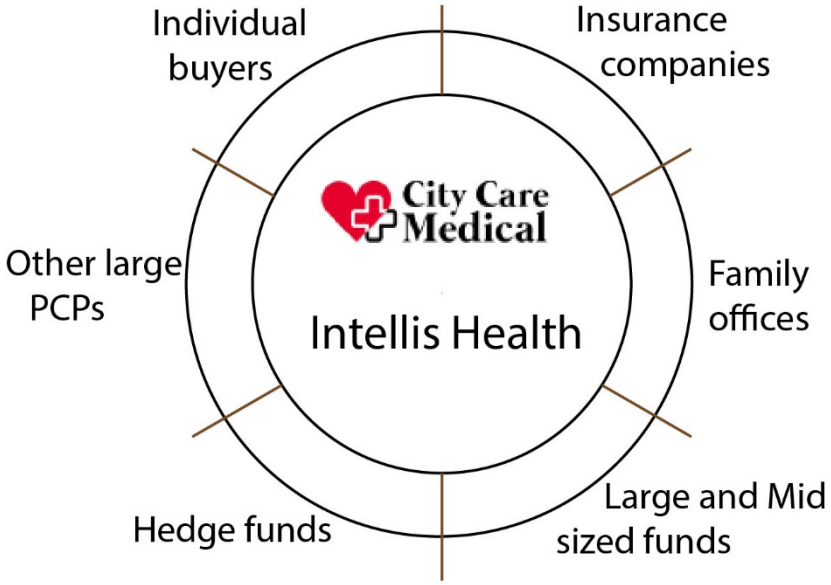
In addition, we will increase profits through a systematic and technical process administered by our trained clinical support team. At a very basic level, we increase revenues and decrease expenses for the Insurance Company. How that is done is a somewhat technical and involves a basic knowledge of how an insurance company is paid by CMS.

Exit Strategy

With the goal of operating over 100 practices we anticipate we will be managing 100,000 to 200,000 covered lives. This makes our organization very attractive to either the insurance companies or any acquiring entities. Additionally, these types of numbers will mean that we will also have approximately 10,000 CMS-Medicare lives and 5,000 Medicare Advantage Plus (MAP) lives under our management. This is critical because these two types of patients are the most profitable lives in the marketplace and peg an established marketplace valuation to our organization. According to industry standards the Covered Lives are valued according to their insurance plan.

	Lives	Value/ Life	Total Value
Medicaid	100,000	$250	$25,000,000
CMS-Medicare	10,000	$10,000	$100,000,000
MAP	5,000	$70,000	$350,000,000

At this point the enterprise would have an overall, aggregate value of approximately $475 million.



The Manager will offer the Units through its own efforts and may retain one or more placement agents or a managing broker-dealer, which may in its role as managing broker-dealer retain one or more placement agents to offer the Units (broker-dealer(s)). Units are only being offered and sold only to Accredited Investors, who are U.S. citizens.

NEITHER THE U.S. SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY HAS APPROVED OR DISAPPROVED THE MEMBERSHIP INTERESTS OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

For Additional Information Contact:
INTELLIS HEALTH LLC
100 Garden City Plaza, Ste 415
Garden City, NY 11530
516-458-7898
December___, 2020

Offers and sales of the Units will be made on a "all-or-none minimum, best-efforts maximum" basis by the Company and through FINRA-member broker dealers ("**BDs**") and through registered investment advisors ("**RIAs**") who are registered either with the Securities and Exchange Commission ("**SEC**") and/or their respective States (each RIA and BD a "**Selling Group Member**," and collectively the "**Selling Group**").

All information contained in this Private Placement Memorandum is confidential and the property of Intellis Management LLC (the "Manager"). By accepting delivery, you agree that you will not copy, disclose or distribute any of the contents of this document to anyone other than professionals you retain to evaluate the membership

interests offered, without written permission of the Manager; and further, you agree to inform any professionals you retain of the confidential nature of these documents. You also agree that you will not use the information disclosed here for the benefit of anyone other than INTELLIS HEALTH LLC and that if you do not invest you will return this Memorandum as soon as practicable to the Manager, together with any other information in your possession provided by the Company or its Manager. If you do not agree to be bound by these agreements, please do not read, copy or distribute any of these documents and return this Private Placement Memorandum and all attachments immediately.

If the Offering is not subscribed for the Minimum Offering Amount, we will terminate at the Offering Termination Date and subscription funds will be returned to subscribers, without interest. We and our Affiliates, however, have the right to subscribe for the purchase of Units on the same terms offered hereby and may, in our sole discretion, do so to cause the Offering to meet the Minimum Offering Amount. If Units are purchased by us or our Affiliates, the purchase will be for the purpose of investment and not with the view to resell.

You should carefully read this entire Memorandum before deciding to invest. An investment in the Units is highly speculative and involves substantial risks. You must be prepared to bear the economic risk of an investment in the Units for a possibly indefinite period of time and be able to withstand a total loss of your investment. See "Risk Factors."

Source of Funds	Minimum Offering	Maximum Offering	Percentage of Proceeds
Class A & B Units	1,000	15,000	100.0%
Total Available Funds (USD)	1,000,000	15,000,000	100.0%
Application of Funds:			
Broker Dealer Sales Commission[3]	210,000	1,050,000	7.0%
Broker-Dealer Accountable Expenses Reimbursement	30,000	150,000	1.0%
Advisory Fee ($10,000 upon initial execution and $35,000 upon the initial closing	45,000	45,000	1.5% / 0.3%
Organization and Offering Expenses/Fees (O&O fee)[1]	60,000	80,000	2.0% / 0.5%
Wholesaler Fee (Marketing and selling services)2	30,000	150,000	1.0%
Managing Broker Dealer Fee[3]	30,000	150,000	1.0%
Underwriter's Counsel's fee (as incurred)	35,000	35,000	estimated
Third-party Due diligence Fees (as incurred)	10,000	10,000	estimated
Net Proceeds: Working Capital[4]	2,550,000	13,330,000	85.0% / 88.9%

1. **O&O Fee**. The Company has expended certain expenses as of the date of this Memorandum and will continue to pay expenses in connection with the organization of the Company, and this Offering. Such initial expenses include legal and accounting services, consulting services in connection with the development of the business plan, all Offering costs such as securities filings, printing costs, costs of investor meetings and travel expenses. Expenses are estimated through the Offering Termination Date. The Manager will have these costs reimbursed by the Company.

2. **Wholesaler Fee**. The Company plans to hire and retain the services of certain third-party wholesalers to help market and place the Units through FINRA broker-dealers and Registered Investment Advisers ("**RIA's**"), and the Company shall pay to the third-party wholesalers a fee ("Wholesaler Fee") in a non-accountable amount equal to 1% of the Offering, up to $100,000.

3. **Managing Broker Dealer Fee**. The Company may use the services of a FINRA broker dealer as a managing broker dealer (the "Managing Broker-Dealer"). In such event, the Managing Broker-Dealer will receive a managing broker-dealer fee (the "**Managing Broker-Dealer Fee**") of 1.0% of the aggregate amount of capital raised by the Company through the Offering (the "**Gross Proceeds**"). In addition, the selling commissions of up to 7.0% of the Gross Proceeds (the "Selling Commissions"), the 1.0% Non-accountable Due Diligence Fee/Expense Reimbursement, and the Wholesaler Fee of 1.0% would be paid to the Managing Broker Dealer, which would re-allocate these commissions and fees to the appropriate parties.

4. **Net Proceeds/Working Capital:** Funds received from the Offering that are available to the Company to develop and implement its business plans. We reserve the right to change the allocations of proceeds, or to make other modifications in our business plan as we determine is in the best interest of the Company. The total aggregate amount of the Selling Commissions, the Managing Broker-Dealer Fee, the Nonaccountable Due Diligence Fee, and the Wholesaler Fee will not exceed 13% of the Gross Proceeds. The amount of Selling Commissions and Managing Broker-Dealer Fees may be reduced, however, if a lower commission rate is negotiated with a member of the Selling Group or if the Company elects to forgo the use of a managing broker-dealer or wholesaler

We may also enter into agreements with registered investment advisers, under which they may recommend this investment to their customers and who will be compensated through the fees described above. We may also issue to broker-dealers and/or registered investment advisors as incentive compensation profit share units. Profit share units, if any, would be issued in amounts equal to or less than any commission or fee earned, would be subject to a distribution threshold equal to 100% of the fair market value of the Company on a per unit basis determined for the purpose of pricing the Securities in the Offering, and would be eligible for exercise, if at all, only after holders of Class A units have received the preferred return specified in the LLC Agreement. The

Units also may be offered through the Manager and its Management (Officers and Directors) of the Company, who will receive no sales commission or due diligence fees in connection with sales made through them.

The Minimum Investment Amount is $50,000 or One Unit. The Company has the right, in its sole discretion, to waive the minimum purchase requirement.

The date of this Confidential Private Placement Memorandum is April____, 2020

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATES OR OTHER JURISDICTIONS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM AND IN ACCORDANCE WITH THE PROVISIONS OF THE COMPANY'S OPERATING AGREEMENT AND THE SUBSCRIPTION AGREEMENT. THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY SECURITIES IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION.

YOU SHOULD NOT REPRODUCE OR DISTRIBUTE THIS MEMORANDUM, IN WHOLE OR IN PART, OR DISCLOSE ANY OF THE INFORMATION CONTAINED HEREIN TO ANYONE OTHER THAN YOUR ADVISORS WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY. YOU SHOULD RETURN THIS MEMORANDUM AND ALL ENCLOSED DOCUMENTS IF YOU DECIDE NOT TO PURCHASE THE SECURITIES.

THE USE OF FORECASTS OR PROJECTIONS OTHER THAN THOSE PROVIDED BY THE COMPANY IS PROHIBITED. ANY ORAL REPRESENTATION OR PREDICTION AS TO THE AMOUNT OR

CERTAINTY OF ANY PRESENT OR FUTURE CASH BENEFIT OR TAX CONSEQUENCE WHICH MAY FLOW FROM AN INVESTMENT IN THE SECURITIES IS NOT PERMITTED TO THE EXTENT SUCH ORAL REPRESENTATION DEVIATES FROM THE SPECIFIC WRITTEN DISCLOSURES SET FORTH IN THIS MEMORANDUM.

YOU SHOULD NOT CONSTRUE THE CONTENTS OF THIS MEMORANDUM OR ANY SUBSEQUENT INFORMATION FROM THE COMPANY AS LEGAL, BUSINESS OR TAX ADVICE. THE FOLLOWING WAS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE SECURITIES. THE FOLLOWING WAS NOT INTENDED OR WRITTEN TO BE USED, AND IT CANNOT BE USED BY ANY TAXPAYER, FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON THE TAXPAYER UNDER U.S. FEDERAL TAX LAW. YOU ARE ENCOURAGED TO SEEK INDEPENDENT LEGAL AND TAX ADVICE REGARDING YOUR PARTICULAR SITUATION AND, MORE SPECIFICALLY, WHETHER YOU SHOULD INVEST IN THE SECURITIES.

IN MAKING AN INVESTMENT DECISION, YOU MUST RELY ON YOUR EXAMINATION OF THE COMPANY, ITS MANAGEMENT, THE PROPOSED PLAN OF BUSINESS AND THE TERMS OF THE UNITS TO DETERMINE THE MERITS AND RISKS INVOLVED. YOU MAY DESIRE ADDITIONAL INFORMATION PRIOR TO MAKING YOUR DECISION. ALL DOCUMENTS REFERENCED IN THIS MEMORANDUM BUT NOT ATTACHED HERETO AS EXHIBITS WILL BE AVAILABLE FOR YOUR INSPECTION AT THE PRINCIPAL OFFICE OF THE COMPANY. YOU ARE ENCOURAGED TO MAKE FURTHER INQUIRY IN AN EFFORT TO RESOLVE ANY UNANSWERED QUESTIONS CONCERNING THE OFFERING OR THE PLAN OF BUSINESS OR THE UNITS. REQUESTS FOR FURTHER INFORMATION SHOULD BE MADE TO THE COMPANY, AND SUCH INFORMATION SHOULD ONLY BE RELIED UPON WHEN FURNISHED IN WRITING BY THE COMPANY. THE COMPANY HAS NOT AUTHORIZED ANY OTHER PERSON TO PROVIDE YOU WITH INFORMATION. IF ANYONE PROVIDES YOU WITH INFORMATION THAT IS DIFFERENT FROM OR CONFLICTS WITH THE INFORMATION IN THIS MEMORANDUM, DO NOT RELY ON IT.

THE INVESTMENT DESCRIBED HEREIN IS SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK. YOU SHOULD NOT INVEST IN THESE SECURITIES IF YOU ARE NOT ABLE TO BEAR THE FINANCIAL RISKS REFERRED TO IN THIS MEMORANDUM. YOU WILL BE REQUIRED TO COMPLETE AN INVESTOR SUITABILITY QUESTIONNAIRE AND TO MAKE THE REPRESENTATIONS SET OUT IN THE SUBSCRIPTION AGREEMENT.

THERE IS NO MARKET FOR THE UNITS AND THERE IS NO EXPECTATION THAT A MARKET WILL DEVELOP. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE UNDER THE COMPANY'S OPERATING AGREEMENT AND THE SUBSCRIPTION AGREEMENT. YOU SHOULD BE AWARE THAT UNFORSEEN CIRCUMSTANCES MIGHT OCCUR AND YOU WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THE OFFER AND SALE OF THESE SECURITIES IS INTENDED TO BE EXEMPT FROM THE SECURITIES REGISTRATION PROVISIONS OF FEDERAL AND STATE SECURITIES LAWS. THESE SECURITIES ARE BEING OFFERED AND SOLD PURSUANT TO A CLAIM OF EXEMPTION UNDER REGULATION D, RULE 506(b), AS ISSUED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION.

TREASURY DEPARTMENT CIRCULAR 230 NOTICE. TO ENSURE COMPLIANCE WITH CIRCULAR 230, INVESTORS ARE HEREBY NOTIFIED THAT: (I) ANY DISCUSSION OF FEDERAL TAX ISSUES CONTAINED OR REFERENCED IN THIS MEMORANDUM IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY INVESTORS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON THEM UNDER THE CODE; (II) ANY SUCH DISCUSSION IS MADE IN

CONNECTION WITH THE PROMOTION AND MARKETING BY THE COMPANY OF THE TRANSACTIONS OR MATTERS ADDRESSED IN THIS MEMORANDUM; AND (III) INVESTORS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISER.

ALL INFORMATION CONTAINED IN THIS MEMORANDUM IS CURRENT ONLY AS OF THE DATE OF THIS MEMORANDUM AND AN INVESTOR SHOULD NOT, UNDER ANY CIRCUMSTANCES, ASSUME THAT THERE HAS NOT BEEN ANY CHANGE IN THE AFFAIRS OF THE COMPANY SINCE SUCH DATE.

FORWARD LOOKING STATEMENTS

This Memorandum contains forward-looking statements. These statements appear in a number of places herein and include statements regarding the intent, belief or current expectations of the Company regarding the proposed operations of the Company, statements regarding the anticipated business and financial condition of the Company, statements regarding the opportunities within the real estate market, and similar statements. Forward-looking statements are based on expectations or assumptions, which involve risk and uncertainty. You are cautioned that any such forward-looking statements are not guarantees of future performance. Actual results and developments are likely to differ from those described in the forward-looking statements as a result of various factors, many of which are beyond our control. The differences may be material and adverse. We do not undertake any obligation to update or review any forward-looking statement, whether as a result of new information, future events or otherwise.

NASAA UNIFORM LEGEND

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE, AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM AND EXCEPT AS MAY BE PERMITTED BY THE COMPANY'S OPERATING AGREEMENT AND THE SUBSCRIPTION AGREEMENT. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

FOR CALIFORNIA RESIDENTS ONLY

THE SECURITIES OFFERED BY THIS MEMORANDUM HAVE NOT BEEN QUALIFIED WITH THE CALIFORNIA DEPARTMENT OF CORPORATIONS NOR HAS THE CALIFORNIA DEPARTMENT OF CORPORATIONS PASSED UPON THE ADEQUACY OR ACCURACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THE ISSUANCE OF SUCH SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFORE PRIOR TO SUCH QUALIFICATION IS UNLAWFUL, UNLESS THE SALE OF SECURITIES IS EXEMPT FROM QUALIFICATION BY SECTION 25100, 25102 OR 25015 OF THE CALIFORNIA CORPORATIONS CODE. THE RIGHTS OF ALL PARTIES IN THIS PRIVATE PLACEMENT MEMORANDUM AND RELATED SUBSCRIPTION AND NOTE PURCHASE AGREEMENT ARE EXPRESSLY CONDITIONED UPON SUCH QUALIFICATION BEING OBTAINED, UNLESS THE SALE IS SO EXEMPT. THE CALIFORNIA

COMMISSIONER OF CORPORATIONS DOES NOT RECOMMEND OR ENDORSE THE PURCHASE OF THESE SECURITIES.

FOR FLORIDA RESIDENTS ONLY

THE UNITS REFERRED TO HEREIN WILL BE SOLD TO AND ACQUIRED BY THE PARTICIPANT IN A TRANSACTION EXEMPT UNDER SECTION 517.061 OF THE FLORIDA SECURITIES ACT. THE SUBSCRIPTIONS HAVE NOT BEEN REGISTERED UNDER SAID ACT IN THE STATE OF FLORIDA. ALL FLORIDA RESIDENTS HAVE A THREE-DAY RIGHT OF RESCISSION WITHIN THREE (3) BUSINESS DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY SUCH PURCHASER TO THE COMPANY, AN AGENT OF THE COMPANY, OR AN ESCROW AGENT OR WITHIN THREE (3) BUSINESS DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, A SUBSCRIBER SHALL ONLY SEND A LETTER OR TELEGRAM TO THE COMPANY AT THE ADDRESS SET FORTH IN THIS MEMORANDUM, INDICATING HIS OR HER INTENTION TO WITHDRAW. SUCH LETTER OR TELEGRAM SHOULD BE SENT AND POSTMARKED BEFORE THE END OF THE AFOREMENTIONED THIRD DAY. IT IS PRUDENT TO SEND SUCH LETTER BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE THE TIME AND DATE WHEN IT IS MAILED. SHOULD A FLORIDA RESIDENT MAKE THIS REQUEST ORALLY, HE SHOULD ASK FOR WRITTEN CONFIRMATION THAT THIS REQUEST HAS BEEN RECEIVED.

FOR NEW HAMPSHIRE RESIDENTS ONLY

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE THAT ANY DOCUMENT FILED UNDER RSA 421-B OF THE NEW HAMPSHIRE UNIFORM SECURITIES ACT IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

FOR PENNSYLVANIA RESIDENTS ONLY

EACH PERSON WHO ACCEPTS AN OFFER TO PURCHASE SECURITIES EXEMPTED FROM REGISTRATION BY SECTION 203(d) DIRECTLY FROM AN ISSUER OR AFFILIATE OF AN ISSUER SHALL HAVE THE RIGHT TO WITHDRAW HIS ACCEPTANCE WITHOUT INCURRING ANY LIABILITY TO THE SELLER, UNDERWRITER (IF ANY) OR ANY OTHER PERSON WITHIN TWO BUSINESS DAYS FROM THE DATE OF RECEIPT BY THE ISSUER OF HIS WRITTEN BINDING CONTRACT OF PURCHASE, OR IN THE CASE OF A TRANSACTION IN WHICH THERE IS NO WRITTEN BINDING CONTRACT OR PURCHASE, WITHIN TWO BUSINESS DAYS AFTER HE MAKES THE INITIAL PAYMENT FOR THE SECURITIES BEING OFFERED. IF YOU HAVE ACCEPTED AN OFFER TO PURCHASE THESE SECURITIES MADE PURSUANT TO A DISCLOSURE MEMORANDUM WHICH CONTAINS A NOTICE EXPLAINING YOUR RIGHT TO WITHDRAW YOUR ACCEPTANCE PURSUANT TO SECTION 207(m) OF THE PENNSYLVANIA SECURITIES ACT OF 1972 (70 P.S. 1-207(m)), YOU MAY ELECT, WITHIN TWO BUSINESS DAYS AFTER THE FIRST TIME YOU HAVE RECEIVED THIS NOTICE AND A DISCLOSURE MEMORANDUM TO WITHDRAW FROM YOUR PURCHASE AGREEMENT AND RECEIVE A FULL REFUND OF ALL MONIES PAID BY YOU. YOUR WITHDRAWAL WILL BE WITHOUT ANY FURTHER LIABILITY TO ANY PERSON. TO ACCOMPLISH THIS WITHDRAWAL, YOU WILL NEED ONLY SEND A LETTER OR TELEGRAM TO THE ISSUER (OR UNDERWRITER IF ONE IS LISTED ON THE FRONT PAGE OF THE DISCLOSURE

MEMORANDUM) INDICATING YOUR INTENTION TO WITHDRAW. SUCH LETTER OR TELEGRAM SHOULD BE SENT AND POSTMARKED PRIOR TO THE END OF THE AFOREMENTIONED SECOND BUSINESS DAY. IF YOU ARE SENDING A LETTER, IT IS PRUDENT TO SEND IT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ENSURE THAT IT IS RECEIVED AND ALSO TO EVIDENCE THE TIME WHEN IT WAS MAILED. IF YOU SHOULD MAKE THE REQUEST ORALLY, YOUR SHOULD ASK FOR WRITTEN CONFIRMATION THAT YOUR REQUEST HAS BEEN RECEIVED.

CERTAIN RESCISSION RIGHTS:

SECTION 517.061(12) OF THE FLORIDA SECURITIES ACT AFFORDS EACH PURCHASER WHO IS A RESIDENT OF THE STATE OF FLORIDA, THE RIGHT, UNDER THE CONDITIONS SET FORTH IN §517.061(12) OF THE FLORIDA ACT, TO WITHDRAW HIS INVESTMENT. ANY SUCH SALE IN FLORIDA IS VOIDABLE BY THE PURCHASER IN SUCH STATE EITHER WITHIN THREE (3) DAYS AFTER THE FIRST TENDER OF CONSIDERATION IS MADE BY SUCH PURCHASER TO THE ISSUER, AN AGENT OF THE ISSUER OR AN ESCROW AGENT, OR WITHIN THREE (3) DAYS AFTER THE AVAILABILITY OF THAT PRIVILEGE IS COMMUNICATED TO SUCH PURCHASER, WHICHEVER OCCURS LATER. IN ADDITION, SECTION 207(m) OF THE PENNSYLVANIA SECURITIES ACT OF 1972 PROVIDES THAT EACH PERSON WHO ACCEPTS AN OFFER TO PURCHASE SECURITIES EXEMPTED FROM REGISTRATION BY THE SAME SECTION THAT THE UNIT IN THE PROGRAM WILL BE OFFERED UNDER IN PENNSYLVANIA, SHALL HAVE THE RIGHT TO WITHDRAW HIS ACCEPTANCE, WITHOUT INCURRING ANY LIABILITY TO THE SELLER, WITHIN TWO (2) BUSINESS DAYS FROM THE RECEIPT BY THE ISSUER OF HIS WRITTEN BINDING CONTRACT OR PURCHASE. ANY SUCH WITHDRAWAL WILL BE WITHOUT FURTHER LIABILITY TO ANY PERSON, AND THE PURCHASER WILL RECEIVE A FULL REFUND OF ALL MONIES PAID IN RESPECT OF UNITS. TO ACCOMPLISH THIS WITHDRAWAL, SUCH A PURCHASER NEED ONLY SEND A LETTER OR EMAIL TO THE PROGRAM INDICATING HIS INTENTION TO WITHDRAW. SUCH LETTER OR EMAIL SHOULD BE SENT AND POSTMARKED PRIOR TO THE END OF THE AFOREMENTIONED THIRD BUSINESS DAY. IF A PURCHASER INTENDS TO SEND THE LETTER, HE SHOULD DO SO VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ASSURE THAT IT IS RECEIVED AND TO EVIDENCE THE TIME ON WHICH SUCH REVOCATION WAS MAILED. SHOULD A REQUEST TO WITHDRAW BE MADE ORALLY, THE PARTICIPANT SHOULD ASK FOR WRITTEN CONFIRMATION THAT HIS REQUEST HAS BEEN RECEIVED.

FOR RESIDENTS OF ALL STATES

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SAID ACT AND SUCH LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

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SUMMARY OF THE OFFERING

We are offering Units of limited liability company membership interest pursuant to exemptions from registration under federal and state securities laws. This summary is not a complete description of the terms and consequences of an investment in the Units and is qualified in its entirety by the more detailed information appearing throughout this Memorandum, including the exhibits. Capitalized terms not otherwise defined in this Memorandum shall have the meanings set out in the Limited Liability Company Agreement of INTELLIS HEALTH LLC (the "**LLC Agreement**" or "Operating Agreement") attached as Exhibit A. You should consult your legal counsel and tax advisor before investing in the Units.

Our Business Objective:

Formation. The Company was formed pursuant to the provisions of the Act and is to be operated pursuant the Operating Agreement of the Company. The rights and liabilities of the Members shall be as provided in the Act, except as otherwise expressly provided herein and in the Operating Agreement.

Name and Place of Business. The Company is and shall be conducted under the name of INTELLIS HEALTH LLC d/b/a City Care Medical. The principal place of business of the Company is located at 100 Garden City Plaza, Ste 415, Garden City, New York, 11530, or such other place as the Manager may from time to time determine and specify by prior notice to the Company.

The Company:

INTELLIS HEALTH LLC is a limited liability company formed in the State of New York on February 6, 2014, by Fouad Matragi. On [August 17, 2016] the company filed an amendment stating ownership as follows:

Fouad Matragi 34%
Mohammad O Momani - 33%
Faruk Khwaja – 33%

The term of the Company commenced on February 6, 2014, the date the Certificate of Formation was filed with the New York Secretary of the State and shall continue until the Company is dissolved pursuant to the LLC Agreement. The address of the Company's registered agent in Delaware is 16192 Coastal Highway, Lewes, Delaware. [The name of the registered agent is The Limited Liability Company 480 North Broadway, Yonkers, NY 10701] . On [August 17. 2017] the application was again amended, and the ownership was reported as

Faruk Khwaja – 50%
Adil Palwala – 50%

The purpose and business of the Company shall be to (a) acquire a portfolio of distressed, below-market priced Primary Care Physician ("PCP") Practices throughout the five boroughs (counties) of New York City. The practices will be consolidated into 1 or more operating entities, which entities will be partnered with health insurance companies in "value-based payments" or "risk shared" compensation models that are essentially profit–sharing contracts with the insurance companies.

Under this new management and compensation configuration the consolidated practices will be stable and profitable. In order to reach the critical mass required for the risk-shared compensation model to work, Intellis will have to have responsibility for at least 12,000 patients, referred to as Covered Lives ("Covered Lives")

The Manager

The Company will be managed by Intellis Management LLC, a New York Limited Liability Company (the "Manager"). Except as otherwise specifically provided in the Operating Agreement, the Manager shall take all action that may be necessary or appropriate to effectuate the purpose of the Company. Faruk Khwaja, and Adil Palwala are the Co-Managing Members and founders of Intellis Management LLC. If the Manager resigns or is unable to serve as a manager for any reason, the Members shall choose a substitute Manager by the vote of Members holding greater than fifty percent (50%) of the outstanding Class A Units.

The appointment of an individual as an Officer of the Manager shall not of itself create a right to any employment with the Company. The Manager may remove any Officer, at any time, with or without cause.

Investment by the Manager

The Manager will be issued one thousand Class B Units in the Company (the "Class B Units" and together with the Class A Units, the Units") at a purchase price of $50,000 per Unit, The Class B Units will, in conjunction with the offering, the Manager will purchase 10/15,000 (or 0.067%) of the Units in the Company (Class B Units). The manager may also purchase and own Class A Units.

The subscription and purchase of Class B Units by the Manager may count toward the Minimum Offering Amount and the First Closing.

The Offering

The Company is authorized to issue up to fourteen thousand nine hundred ninety (14,990) Class A Units in the Company (the "**Class A Units**") at a purchase price of $1,000.00 per Unit. The Class A Units will represent 14,990/15,000 (or 99.933%) of the Units in the Company.. The offering of the first one thousand (1,000) Units will be on a "best efforts, all-or-none" basis for a minimum offering amount of $1,000,000 ("**Minimum Offering Amount**") and thereafter, the offering of shall continue on a "best efforts" basis up to a maximum of $15,000,000 (the "**Maximum Offering Amount**"), or until the offering is terminated as provided herein. Class A Unitholders shall be admitted to the Company until the earlier of the date the Class A Units are fully subscribed or December 31, 2020, which deadline may be extended if either the Minimum Offering Amount or the Maximum Offering Amount has not yet been achieved.

We may hold the first closing of this Offering (the "**First Closing**") at a time after we have accepted subscriptions for the Minimum Offering Amount. Any funds received from prospective investors prior to the First Closing will be held in a non-interest-bearing escrow account (the "**Escrow Account**") at the Wilmington Trust Association, National Association, a wholly-owned subsidiary of **M&T Bank, N.A.,** Buffalo, NY (the "**Escrow Agent**"). After the First Closing, the Units will continue to be offered and closings may occur from time to time with respect to additional Units sold (each, a "**Closing**") until we have accepted up to the Maximum Offering Amount or, if earlier, October 31, 2021, which date we may extend the end of January 31, 2022 without notice (the "**Offering Termination Date**"). We reserve the right, in our sole discretion, to terminate the Offering at any time. If the Minimum Offering Amount is not subscribed prior to the Offering Termination Date, and the Company does not elect to extend the offering, all investor funds will be returned directly to the subscribers without interest or deduction therefrom. **Investment in this Offering is restricted to U.S. citizens.**

Description of the Units

We are offering Class A Units of membership interest in a Delaware limited liability company. If you purchase Class A Units, you will become a Class A Member in the Company Amount has been reached from the sale of the Units, the First Closing will occur and the subscription funds held in the Escrow Account will be released to the Company to pursue its business objectives, but the offering of additional Units will continue until either the Maximum Offering Amount is achieved or the Offering is terminated by the Manager or the Termination Date occurs.

The aggregate number of authorized Units for the Company is fifteen thousand (15,000) units of Membership Interest ("**Interests**" or "**Units**"). Fourteen thousand nine hundred and ninety (14,990) of the authorized Units shall be designated Class A Units ("**Class A Units**"), one thousand (1,000) of the authorized Units shall be designated Class B Units ("**Class B Units**").

Broker-dealers, placement agents or RIA's may become qualified to purchase Class C units, and in connection with any such purchase would become Class C Members. The Company shall not have the authority or issue Units in excess of the designated Units of each class without a Majority Consent of the Units of that class and the Manager's consent. The rights of the Class A units issued to each Class A Member, and of the Class B Units issued to each Class B Member, and of the Class C Units are determined by the Operating Agreement.

Distributions to the Members

The Class A or Class B holder ("**Unit Holder")** is a person admitted as a member in the Company who purchased at least one Unit in the Company. To the extent that Available Cash is distributed, it shall be distributed as follows:

a) First, one hundred percent (100%) of Available Cash to the Class A Members in proportion to their respective Total Investment until each Class A Member has received, on a cumulative basis, an annual preferred return equal to Seven percent (7%) (without any compounding) of such class A Member's Total Investment, then;
b) Second, to the Class A Members in proportion to their Total Investment until each Class A Member has received a return of all its contributed capital;
c) Third, fifty percent (50%) to the Class A members in proportion to their respective Total Investment and fifty percent (50%) to the Class B holders.

Members as an additional incentive distribution. Pursuant to the LLC Agreement, no distribution, including without limitation, any distribution paid upon termination of the Company, shall be funded and effected other than from the assets held by the Company

Such distributions are subject to the Manager's sole and exclusive discretion and shall be made based on available capital and other business requirements, including reserves.

There is no assurance that the Company will be able to make distributions in any amounts or at any time, notwithstanding anything to the contrary, final distributions shall not occur until all outstanding debts and obligations have been satisfied and after such time as prudent in the full discretion of the Manager to wind up the affairs of the Company.

Sources and Uses of Funds

Proceeds received from the sale of Class A and Class B Units will be used by the Company for equity investment in Primary Care Physician's Medical Practices described, and for the ongoing maintenance and management of such Practices. In addition, investors' funds will be used to provide limited working capital for the Company and will also be used to pay certain organization and offering costs, and compensation to the Manager. *See*, Application of Funds above.

Compensation to Manager

The Manager shall be paid the following fees in addition to the Distributions described above**:**

Expense Reimbursement - The Company shall pay all operating expenses incurred by the Company and shall reimburse the Manager for any such expenses incurred by the Manager on behalf of the Company. Operating expenses include all expenses of the Company actually and necessarily incurred by the Company or by the Manager on behalf of the Company, including, without limitation, all bookkeeping and auditing expenses incurred in maintaining the Company financial and operational records; expenses of preparation and mailing of reports; expenses (including legal fees and accounting fees) associated with the preparation and mailing of tax returns to Members; legal, accounting, consulting and similar fees for services rendered to the Company; all costs of borrowed money and all taxes applicable to the Company; travel and related expenses; salaries and related payroll expenses for officers and employees of the Company other than the Manager; expenses of attorneys, consultants, accountants and other persons rendering specialized services; all Damages incurred by the Company or any Person entitled to indemnification from the Company; all insurance premiums; all other expenses incurred by the Company; and all expenses paid by the Manager to other Persons for services rendered on behalf of the Company, excluding general and administrative overhead of the Manager.

Distributions of Available Cash. Currently, the Manager owns all Class B Units and for each distribution of Available Cash after the Class A Members receive their Preferred Returns as stipulated in the Operating Agreement, the Manager shall receive thirty percent (30%) of the remaining Available Cash available for distribution.

Distributions Upon Liquidation. Distributions upon liquidation will proceed as specified in the Operating Agreement. Each Member shall look solely to the assets of the Company for all distributions with respect to the Company, his Capital Contribution thereto, his Capital Account and his share of Profits or Losses, and shall have no recourse therefor (upon dissolution or otherwise) against any other Member.

If the Company does not provide its Class A Members with the Preferred Return specified in the Operating Agreement and a total return of Capital Contributions, the Manager receives no additional distributions or incentive payments from the Company.

Financial Projections

Attached hereto as Exhibit B is a financial model of the financial projections of the Company as prepared by the Manager ("**Financial Projections')** Certain assumptions have been made in the preparation of the financial model that may

prove to be inaccurate. Further, this Memorandum, and specifically the Financial Projections, contains forward-looking statements. These statements appear in a number of places herein and include statements regarding the intent, belief or current expectations of the Company or the Company, statements regarding the proposed operations of the Company, statements regarding the anticipated business and financial condition of the Company, statements regarding the opportunities within the real estate market and similar statements. Forward-looking statements are based on expectations or assumptions, which involve risk and uncertainty. You are cautioned that any such forward-looking statements are not guarantees of future performance. Actual results and developments are likely to differ from those described in the forward-looking statements as a result of various factors, many of which are beyond our control. The differences may be material and adverse. We do not undertake any obligation to update or review any forward-looking statement, whether as a result of new information, future events or otherwise.

Back Office Support

The Company, INTELLIS HEALTH LLC has no full-time administrative support staff, and therefore, the Manager will engage the services of third parties, including employees of affiliates of the principals of the Class B Unitholder's other business entities.

Fund Administration

The Manager expects to retain a third-party not related to the Manager or its affiliates to provide fund administration services as needed. The Manager anticipates managing the fund itself through current and to-be hired employees. The Manager retains the right to retain a third-party provider for such services and to change fund administration service providers, or eliminate the services of such a third-party provider, if any, at its sole discretion.

Accounting

The Manager has not determined who shall be used for accounting services. The Manager retains the right to change accountants at its sole discretion.

Legal

The Manager anticipates engaging the Eilers Law Group at used for legal services. The Manager retains the right to change legal representation or eliminate the services of one at its sole discretion.

Risk Factors

There are substantial risks associated with the purchase of Units in the Company. An investment in the Company is suitable only if the investment would not constitute a significant portion of your investment portfolio and you can afford the loss of your entire investment in the Company. There is no assurance that the Company will be able to successfully execute our projected business plans at a profit sufficient to return the anticipated investment return to the investors. *See*, Risk Factors

Suitability Requirement

The Company is offering Units only to accredited investors, as defined in Rule 501 of Regulation D of the Securities Act of 1933. However, the fact that you are an accredited investor does not by itself mean that an investment in the Class A or Class B Units is suitable for you. Due to the risk of the investment, and the lack of liquidity, any investment in the Company should not comprise a significant portion of your investment portfolio.

Conflicts of Interest

The Manager, including its principals and affiliates, are entitled to pursue, acquire, manage and provide services to other business opportunities, including the real estate Opportunity Zone business that could compete directly with the

	business of the Company. The Manager and its Affiliates are actively involved in the health care business. Thus, the Company may face competition for the time and attention of the Manager. In all instances of operation and management of the Company where potential conflicts arise, the Manager will deal fairly with the Company and its investors. *See*, Conflicts of Interest and Transactions with Related Parties in the Operating Agreement.
No Market for Units	There is no market for the Units and no public or private market for the Units is likely to develop. The Units have not been registered under state or federal securities laws. The Units may not be sold, assigned, pledged or otherwise transferred except under specified conditions, including in compliance with relevant federal, state and other securities laws and the restrictions on transferability contained in the Operating Agreement. Because of the restrictions on transfer including, without limitation, limits on pledging, hypothecating or assigning, the Units may not be readily accepted as collateral for a loan. A Member is not entitled to require redemption or withdrawal of the Member's capital account. Consequently, the Units are suitable only for long-term investment by persons with no need for liquidity and investors must be able to bear the risk of loss of their investment.
Tax Aspects	**UNDER CURRENT FEDERAL TAX LAWS AND REGULATIONS, YOU WILL BE REQUIRED TO REPORT AND PAY TAXES ON YOUR SHARE OF PROFITS ALLOCATED TO YOU EVEN IF YOU DO NOT RECEIVE ANY CASH DISTRIBUTIONS. NOTHING IN THE SUMMARY SHOULD BE CONSTRUED AS TAX OR LEGAL ADVICE. WE STRONGLY RECOMMEND THAT YOU OBTAIN INDIVIDUAL TAX ADVICE FROM A QUALIFIED PROFESSIONAL. THE INCOME TAX CONSEQUENCES OF AN INVESTMENT IN THE UNITS ARE COMPLEX AND DEPEND ON YOUR PARTICULAR SITUATION.**

INFORMATION ABOUT THE COMPANY AND MANAGEMENT

The Company

The purpose and business of the Company shall be to (a) acquire a portfolio of distressed, below-market priced Primary Care Physician ("PCP") Practices throughout the five boroughs (counties) of New York City. The practices will be consolidated into one or more operating entities, which entities, at some point at which the company reaches a "critical mass" of Covered Lives will be partnered with health insurance companies in "value-based payments" or "risk shared" compensation models that are essentially profit–sharing contracts with the insurance companies.

Under this new management and compensation configuration the consolidated practices will be stable and profitable. In order to reach the critical mass required for the risk-shared compensation model to work, Intellis will have to have responsibility for at least 12,000 patients, referred to as Covered Lives ("Covered Lives")

Intellis Health LLC ("Intellis") is a Management Service Organization (MSO), has implemented a "Roll-up" plan to optimize the unique window of opportunity that currently exists within the New York City healthcare landscape. By acquiring primary care practices to aggregate patients and leverage Intellis' key resources within its infrastructure to boost revenues, we gain a strategic advantage to stand-alone practices.

New York City is one of the largest healthcare markets in the U.S. with over $1.8 billion in just VC Funding for healthcare companies in 2018 alone. But Primary Care practices are in a crisis as articulated in a 2019 blog by Dr. Schimpff

"Why is it necessary to see so many patients per day? Insurers reimburse PCPs (Primary Care Providers) at low rates and do not appreciate the value of involved history taking, thorough examinations and the time spent learning and thinking. Insurers have also burdened the PCP with innumerable new requirements that add to the burden of 'feeding' the EHR and that further take time away from patients. Billing and coding have driven up office costs dramatically.

The result is that PCPs need to see more and more patients per day to cover their costs and maintain their incomes. Frankly, it is a non-sustainable business model. The result is that many PCPs are retiring early, others are selling their practices and working for the local hospital, while others are just keeping their heads down and getting burned out; over 50 percent have some objective evidence of burnout today, which negatively impacts not only doctors but their patients.

For those patients whose PCP follows the 24 -30 patients per day model, the result is less comprehensive care, more referrals to specialists, inadequate coordination of care, more tests, more ER visits and far less satisfaction"

Primary Care Physicians (PCPs) carry the burden of being the "gatekeepers" of the entire healthcare system, but PCPs are reimbursed at about the half the rate of Specialists. The average PCP makes less than $250k per year, and must comply with an ever-increasing burden of administrative hurdles which is complex, polymorphous and frequently contradictory.

The Federal Healthcare Agency, Centers for Medicare and Medicaid Services (CMS) has billions of incentive dollars that are not distributed because PCPs do not have the systems in place to meet the criteria, they have to maintain a heavy patient load in order to sustain their practices.

The Affordable Care Act created an environment of healthcare reform. Through this health care reform legislation, the federal government and Medicare have promoted patient-centered healthcare, where providers are truly accountable for the care of their patients.

This change has also created a drive among health insurance companies to change provider compensation from the old Fee-For-Service payment system, to a "Value Based Payment" methodology. Ultimately, "Value Based Payments" will require providers to be accountable for their patients' care through the acceptance of the insurance risk for the utilization of services. This means that physicians can make significantly more money if they manage the health of each patient efficiently and with productive outcomes.

Though most physicians in the New York City have not fully adopted the new Value Based methodology in their practices, New York State is pushing all health plans to have 80% or more of their provider contracts in "value-based" contracts, which would include either shared savings contracts or risk contracts, which are essentially profit–sharing contracts with the insurance companies. By taking advantage of the health plan's interest in passing risk to providers and since insurance is one of the most highly-profitable businesses we have identified an opportunity to build a large PCP Practice group, for member attribution and to share in the enormous profit potential leveraging the funds at the insurance company level.

Most PCPs are not large enough to take advantage of "Shared-Risk" contracts.

In order to qualify for a "value-based" or "shared risk" contract with the insurance providers a practice must be of sufficient size to take advantage of certain economies which is why most PCPs cannot qualify. Most PCP consist of a patient-load of about 2,000 persons ("Covered Lives" or "Lives"). These are referred to as Covered Lives. The optimal minimum for a practice to be able to take advantage of a shared risk arrangement is approximately 12,000 Lives. Our plan is to grow the practice to approximately 100 practices or 200,000 lives

The Company will sell up to Fourteen Thousand Nine Hundred Ninety (14,990) Class A membership interests or units (the "Class A Units") in the Company to investors to raise capital for the organization of the Company and acquisition expenses including the due diligence, the down payment or purchase cost, loan fees and closing costs, leasing costs, and other similar or dissimilar expenses necessary for the acquisition, repair, maintenance and leasing of the Properties. Investors who acquire Class A Units will become Class A Members of the Company. Class A Units will comprise 99.93% of the total Units in the Company.

On startup of the Company, Intellis Management LLC, a New York limited liability company (the "Manager"), wholly owned by Adil Palwala and Faruk Khwaja the founders of the Company (the "Principals") will retain ownership of Class B Units representing 0.067% of the total Units of the Company in exchange for a total capital contribution of Ten Thousand Dollars ($10,000) and for noncapital contributions in the form of past services contributed to make this investment opportunity available to the Class A Members. The Principal also intends to invest up to $30,000 in the Company for up to 30,000 Class A Units.

The Class B Units will solely be held by the Manager and are generally the same as the Class A Units except with respect to distributions of available cash and on liquidation.

Manager

The Manager will be Intellis Management LLC and shall devote to the affairs of the Company such time as it may deem necessary for the proper performance of its duties and shall have full and complete authority, power and discretion to manage and control the business, affairs and property of the Company, including among other things acquiring, developing, owning, operating, leasing, managing, financing, refinancing and maintaining the Properties, and conducting the business of the Company so as to comply with the Internal Revenue Service (IRS) requirements. The Manager shall make all decisions regarding those matters and perform any and all other acts or activities customary or incident to the management of the Company's business, including maintaining a relationship with the physicians of the Practices. The Manager shall also provide asset management services to the Company, and will make all investment and operating decisions for the Company.

The Manager and the Principals may engage independently or with others in other business ventures of every nature or description including, without limitation, the ownership, operation, management, syndication, sale, brokerage, and development of real estate (including competing projects or services for other properties), and neither the Company nor any Member (other than the Manager) shall have any rights in and to such independent ventures or the income or profits derived therefrom.

In addition to the incentive distributions the Manager will be entitled to receive as the holder of Class B Units, the Manager may also receive additional fees as described in "Related Party Services and Fees" below.

The Company has agreed to limit the liability of the Manager and to indemnify the Manager against certain liabilities. See the Operating Agreement for complete details.

Principals

Faruk Khwaja

Faruk Khwaja is a seasoned executive specializing in scaling organizations through process-driven management, strategic alliances and relationship building. He has dedicated his professional life to bringing quality healthcare to the communities that need it most.

He has developed multiple healthcare facilities and services including medical centers, diagnostic laboratories, substance abuse counseling centers as well as an Independent Practice Association (IPA) that supports and helps the independent, neighborhood physicians to operate successful practices while serving their community. His holding company now owns and operates 8 healthcare-related companies with more than 200 employees.

Leveraging an MBA in finance, he has parlayed his business acumen to the healthcare space and has ventured to integrate the science of business to the profession of medicine. He has provided his expertise and knowledge to hospitals, clinics, pharmaceutical companies and not-for-profi tentities. He continues to support a variety of causes and charitiese specially focused on Women and Children.

"A healthy and well-run organization has at it's foundation smart and ambitious talent, proficient systems and processes and a clear vision laid out by its leadership. The balanced execution of these critical management elements creates a powerful business engine and a formidable organization in any industry."
Faruk Khwaja

Adil Palwala - Adil possesses a most unique combination of pharmaceutical expertise along with a natural business instinct that shines through in each of his multiple business ventures. Adil is a goal-oriented professional with highly developed spreadsheet and analytical skills.

He expert perspective has led to raising an extensive pharmacy network from the ground floor that services all 50 states. His specialized interest in R&D has resulted in multiple unique patented cosmetic and pharmaceutical products under his cGMP cosmetics and nutraceutical manufacturing plan.

Adil has continued forward in the healthcare field, currently owning and operating up to 8 separate companies, employing over 100 employees in areas such as medical centers, diagnostic labs, pharmacies, and cosmetic manufacturing.

Adil is an extremely organized, calm, and patient professional with excellent healthcare skills. He has a passion for providing quality care to patients, and the necessary leadership skills to inspire other staff members to strive to provide above standard levels of service.

Adil has also extended his business talents into the food industry, establishing a rapidly growing fast food chain and a USDA meat processing company.

RISK FACTORS

AN INVESTMENT IN THE UNITS INVOLVES A HIGH DEGREE OF RISK AND IS SUITABLE ONLY FOR PERSONS OF SUBSTANTIAL MEANS WHO HAVE NO NEED FOR LIQUIDITY FOR THIS INVESTMENT. YOU SHOULD NOT INVEST IN THE UNITS UNLESS YOU CAN AFFORD THE LOSS OF YOUR ENTIRE INVESTMENT. YOU SHOULD CAREFULLY READ THIS ENTIRE MEMORANDUM, TOGETHER WITH THE DOCUMENTS ATTACHED AS EXHIBITS, AND SHOULD REQUEST COPIES OF DOCUMENTS DESCRIBED IN THIS MEMORANDUM BUT NOT ATTACHED, IF YOU WISH TO REVIEW SUCH DOCUMENTS, PRIOR TO MAKING A DECISION TO INVEST IN THE COMPANY. YOU SHOULD CONSULT WITH YOUR OWN LEGAL AND FINANCIAL ADVISORS BEFORE MAKING A DECISION TO INVEST IN THE COMPANY. YOU SHOULD CAREFULLY CONSIDER THE RISK FACTORS DESCRIBED HERE BEFORE MAKING A DECISION TO INVEST IN THE COMPANY. IF ANY OF THE EVENTS DESCRIBED IN THE FOLLOWING RISK FACTORS ACTUALLY OCCURS, THE VALUE OF THE UNITS COULD DECLINE, AND YOU MAY LOSE ALL OR PART OF YOUR INVESTMENT IN THE COMPANY. ADDITIONAL RISKS AND UNCERTAINTIES THAT WE DO NOT PRESENTLY KNOW OR THAT WE DO NOT DEEM MATERIAL MAY ALSO HARM OUR BUSINESS PROSPECTS, FINANCIAL CONDITION AND OPERATING RESULTS, OR PREVENT US FROM ACHIEVING OR SUSTAINING PROFITABILITY.

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RISK AND OTHER IMPORTANT FACTORS

CAPITALIZED TERMS USED AND NOT OTHERWISE DEFINED HEREIN ARE USED AS DEFINED IN (A) THE SUBSCRIPTION AGREEMENT FOR THE PURCHASE OF CLASS A UNITS (THE "SECURITIES" OR THE "UNITS") OF INTELLIS HEALTH LLC (THE "COMPANY") TO WHICH THIS DOCUMENT IS ATTACHED AND AN INTEGRAL PART THEREOF, OR (B) THE LIMITED LIABILITY COMPANY AGREEMENT OF INTELLIS HEALTH LLC (THE "OPERATING AGREEMENT"), THE FORM OF WHICH IS ATTACHED TO THE SUBSCRIPTION AGREEMENT. THE SECURITIES OFFERED HEREBY ARE HIGHLY SPECULATIVE AND INVOLVE A HIGH DEGREE OF RISK. THE SECURITIES ARE SUITABLE FOR INVESTMENT ONLY BY A PERSON WHO CAN AFFORD TO LOSE HIS ENTIRE INVESTMENT. PROSPECTIVE INVESTORS IN THE COMPANY SHOULD CAREFULLY CONSIDER THE FOLLOWING RISK FACTORS INHERENT IN AND AFFECTING THE BUSINESS OF THE COMPANY AND THE OFFERING BEFORE MAKING AN INVESTMENT DECISION. THE EXTENT TO WHICH THE COMPANY CAN ACHIEVE ITS BUSINESS OBJECTIVES COULD BE AFFECTED BY A NUMBER OF RISKS AND UNCERTAINTIES, INCLUDING, BUT NOT LIMITED TO, THOSE DESCRIBED BELOW.

RISKS ASSOCIATED WITH THE COMPANY

The Company is a recently formed entity whose business involves inherent risks. Investment in the Company should be made only after consulting with independent, qualified sources of investment and tax advice. Among the risks of investing in the Company are the following:

RISKS RELATING TO THE COMPANY

Inability to Achieve Investment Objectives

The Company's ability to achieve its investment objectives and to pay distributions is dependent upon numerous factors, including acquiring a portfolio of distressed, below market price real estate and Practices (collectively, the "Practices"). The Company will be managed by Intellis Management LLC, a New York limited liability company (the "Manager"), which is owned and managed by Adil Palwala and Faruk Khwaja (the "Principals"). Investors must rely entirely on the Manager's management ability and there can be no assurance that the Company's investment objectives will be achieved. The Company may be unable to find a sufficient number of Practices to generate the returns anticipated. The inability of the Company to achieve its investment objectives would likely adversely affect the Company's financial condition, results of operations, cash flow, and ability to satisfy principal and interest obligations and the Company's ability to make distributions.

No Operating History

The Company is a recently formed entity and has a limited operating history and no established financing sources. There is limited performance history of the Company for prospective investors to evaluate prior to making an investment in the Company. Although the Principal has experience in acquiring, developing and managing health care property, prior success or performance cannot be construed as any indication of the Company's future performance. If the Company's capital resources are insufficient to support its operations, the Company will not be successful.

Key Personnel

The Company's future success depends on, to a significant degree, the Managers' ability to attract and retain highly qualified professional, managerial and financial personnel to perform necessary functions for the Company. Such personnel may be in-house or outsourced. There is no assurance that the Manager will be successful in attracting or retaining highly qualified individuals in key management positions. The failure to do so could have a material adverse effect on the Company's business, financial condition and results of operations. If any key personnel were to cease their affiliation with the Company or the Manager or if the Principals no longer actively participate in the Management of the Company, operating results could suffer. Further, the Company does not intend to maintain key person life insurance on any person. In addition, the Company's key personnel, including the Principals, may serve as managers, advisors, directors, trustees, or other key personnel with respect to other investments, businesses or other entities, including investments, businesses or entities having investment objectives and legal and financial obligations similar to the Company's. Because these persons have competing demands on their time and resources, they may have conflicts of interest in allocating their time between the Company and these other activities. If this occurs, the returns on your investments could be adversely affected.

No Investor Participation in Management

The Managers and its management team will be solely responsible for the evaluation, selection, acquisition, renovation, management, rental and sale of all Practices for the Company, as well as

the administration of the Offering and the Company. The success of the Company will therefore, to a large extent, depend on investments chosen for the Company by the Manager and its management team. Members have no right or power to take part in the management or control of the business of the Company. There are no provisions in the Operating Agreement that allow for the removal of the Manager by the Members. Accordingly, no person should purchase any of the Units offered hereby unless he or she is willing to entrust all aspects of the management and control of the business of the Company to the Managers.

Conflicts of Interest

The Company is subject to certain conflicts of interest arising out of its relationships with the Manager and other affiliates of the Manager. The Manager is owned by the Principals. The Principals, directly or indirectly, will also be an investor in the Company.

Conflicts may include, but are not limited to, the following:

*Competition with Affiliates***.** The Manager and certain of its affiliates are now actively involved in the health-care business. And, some officers and directors of the Manager, may in the future invest, in practices other than the Practices of the Company. The Manager and/or its affiliates may organize another Company similar to the Company to invest in similar investment opportunities. In addition, the Manager and its affiliates may provide management services to properties other than the Properties. Thus, the Company may face competition for the time and management attention of the Managers. The Managers and their respective affiliates have interests in other businesses and such other businesses could compete with the Practices for customers and for sale and refinancing opportunities. In such cases, there could be conflicts of interest in the allocation of potential customers and sale and refinancing opportunities. The Managers and their affiliates will endeavor to resolve all such conflicts in a reasonable manner, but there can be no assurance that any such resolution will be in the manner most favorable to the Company.

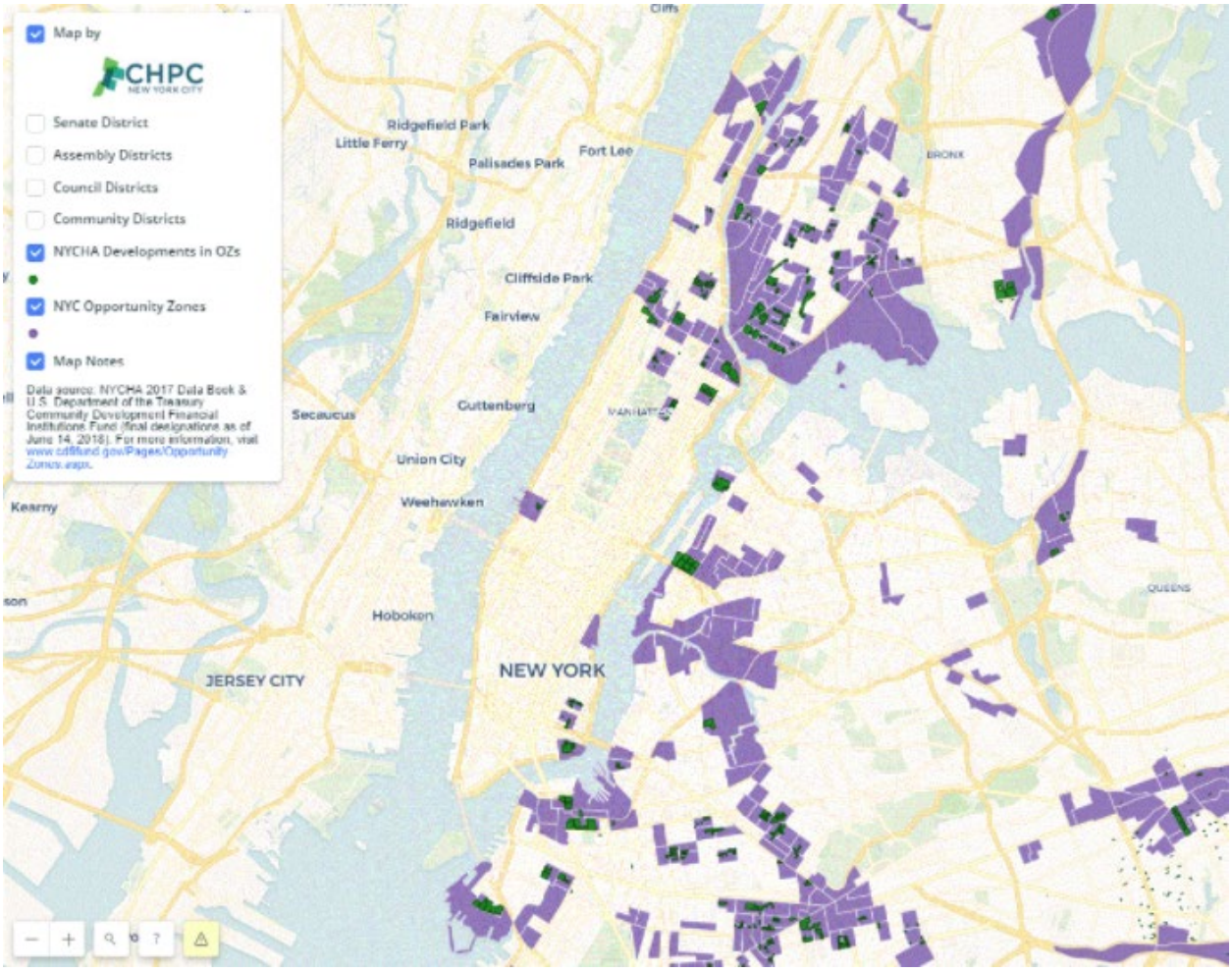
Payments to Affiliates. The Manager will share in distributions by the Company in accordance with the Operating Agreement. The Manager may also receive certain fees and payments from the Company. Such arrangements with the Manager are not the result of arms-length negotiations. The Manager has considerable discretion with respect to all decisions relating to the terms and timing of transactions. The Manager may have an interest in taking, or not taking, certain actions on behalf of the Company that differs from the interests of the Members, including, for example, actions so as to maximize amounts payable to the Manager or to other affiliates of the Manager (including the Principals).

Class B Units held by the Principals and/or their Affiliates. The Principals and/or their affiliates will acquire beneficial ownership of Class B Units through their ownership of the Manager.

Lack of Independent Investigation by Underwriter. The Company has not engaged an independent underwriter to sell the Class A Units and, therefore, the due diligence investigation ordinarily undertaken by an independent underwriter has not been conducted.

Such conflicts may materially and adversely impact the Company's financial condition, results of operations, cash flow, and ability to satisfy principal and interest obligations and to make distributions.

Idea – how about a bifurcated fund one of which will end n 5 years and be taken out by the other fund



RISKS ASSOCIATED WITH THE PRACTICES

General Risks

An investment in the Practices is subject to various typical business risks that may increase expenses, reduce operating revenues, and render leasing, sale or refinancing of any or all of the Practices difficult or unattractive. Among other things, these risks include:

- general and local economic and social conditions;
- the supply and demand for similar services in the market area of the Practices;
- increases in rent;
- changes in zoning, building, environmental, and other federal, state, and local laws and in real property tax rates;
- malpractice insurance is a large part of the cost of operating the business, the Practices may not be able to procure adequate insurances within terms that allow it to compete favorable with other practices ;
- changes in the costs of utilities, maintenance, insurance, real estate taxes, supplies, construction, labor and other operating costs; and
- Acts of God, uninsurable losses, and other factors beyond the control of the Company.

Other adverse factors may include, but are not limited to, the failure of uninsured patients to pay bills on a timely basis or at all.

These risks could adversely affect cash flow of the Company, and, in turn, the Company's ability to make distributions.

The Company will obtain comprehensive insurance for the Practices, including malpractice casualty and liability insurance, which is customarily obtained for similar properties. Although the Company expects that such insurance coverage will reasonably protect the Properties against insurable risks, it is possible that a casualty or claim could occur that is not covered by insurance or could exceed the limits of applicable insurance policies.

Cyber Risk

The healthcare industry's move to electronic healthcare records has created new patient privacy exposures as records are more easily accessed by consultants, vendors and other third parties for efficient operation, and targeted by cyber criminals. Additionally, healthcare organizations face exposure to cyber risks that could have significant impacts on their operations, including shutting down critical, health-related systems.

Data breaches and network disruptions can jeopardize an organization's financial stability, security and reputation. Standard general liability policies often do not adequately cover perils associated with cyber and technology related exposures. Cyber liability insurance can address

coverage gaps while also enabling companies to transfer risks associated with cyber, such as patient privacy and notification, crisis management, and forensic analysis expenses as well as certain regulatory fines, indemnity payments and legal costs.

“Cyber hacks and data breaches are a major issue facing the healthcare industry today,” said Renee Carino, Vice President and Chief Underwriting Officer, ACE Medical Risk Group. “It’s important now more than ever, that healthcare organizations work closely with their insurance carrier to assess this exposure and develop effective risk management strategies and ensure the proper coverage is in place.”

Illiquid Portfolio

PCP Practice investments are relatively illiquid. Because the Manager’s ability to vary the Company’s portfolio in response to changes in economic and other conditions may be limited, the Manager may not be able to dispose of Practices at the most appropriate time or for the highest sales price.

Environmental Risks

Through its acquisition activities, the Company generally intends to lease its real property, but under certain conditions may be compelled or required to acquire title to the real properties in which the target company occupies. Under various federal, state, and local environmental laws, ordinances and regulations, the Company, at a given time, as either the current holder of title or as a previous holder of title may be (i) required to investigate and clean up hazardous or toxic substances or chemical releases at such property and (ii) held strictly liable to a governmental entity or to third parties for property damage, personal injury, investigation and cleanup costs incurred by such parties in connection with the contamination. Liability under such laws has been interpreted to be joint and several unless the harm is divisible and there is a reasonable basis for allocation of responsibility. There can be no assurance that the Company will not incur expenses in the future as a result of liabilities under environmental laws. Such expenses may not be covered by any insurance held by the Company, in which event the business, prospects, financial condition and results of operations of the Company could be materially adversely affected. Additionally, to the extent the Company is the owner of a Property, private individuals occupying the Property may bring actions against the Company for various environmental issues such as mold contamination, asbestos contamination and/or lead paint hazards. If hazardous waste or other environmental hazards were to be found on any Property, the value of such Property would be negatively impacted and use of the Property might be jeopardized. There can be no assurance that any Property in which the Company may invest, directly or indirectly, is or will be in compliance with all applicable environmental laws and regulations.

Compliance with Applicable Laws

The real estate brokers and salespersons that the Company will use to buy, rent and sell Properties are regulated by the states in which they do business. Those regulations include licensing requirements, and the obligation to comply with various federal, state and local fair

housing, handicap-access, anti-discrimination and other similar and dissimilar statutes. The failure of any such licensed entity or individual, acting as an agent for the Company, to comply with these requirements could result in vicarious liability for the Company.

Changes in the Economy

Any future major drop in property values from an economic recession, especially if it is similar to the 2008 to 2012 real estate market crash, could seriously affect the future value and desirability of real estate and could have a potentially devastating effect on the Company's investments, financial condition and profitability. Any future period of economic recession or slowdown, rising interest rates, or declining demand for real estate could adversely affect the Company's business.

Competition

The business of PCP practice acquisition is highly competitive. Because the Company intends to engage in the acquisition of smaller and distressed practices it is not anticipated that there will be a great deal of competition for these assets, However, in the future, this scenario may change and the Company will find itself in intense competition which could decrease the supply and increase the cost of available Practices, limiting the Company's ability to acquire Practices on favorable terms. There can be no assurances that existing or future business competitors will not develop programs for the acquisition of Practices that could significantly impact the Company's ability to compete in its intended market niche and could negatively affect the Company's operating results and financial condition. The Company may be required to alter its business plans in the future to respond to competitive conditions that currently exist or that could develop in the future.

Manager

The success of the Company will depend to a large extent upon the quality of management of the Company provided by the Manager. There can be no assurances that the Manager will be able to successfully manage the Company or that another experienced investment/asset-management company would be willing to undertake management of the Company should the need arise. Investors have no right or power to take part in the management of the Company.

Accordingly, no person should purchase any Securities unless he or she is willing to entrust all aspects of the management and control of the business of the Company to the Manager.

The operation of the Company will depend upon the Manager's performance in selecting markets and Practices, effectively anticipating rehabilitation and business improvement needs and their costs, negotiating favorable purchase prices, controlling costs and time during build-out, and managing effective programs and hours of operation to have the business run optimally. Additionally, the key employees of the practices are going to be highly trained physicians who may introduce some unique challenges.

Ability to "Turn-around" distressed Practices and Generate Profits in a "Shared Risk Environment"

The business model depends on a large extent on the Principal's abilities to turnaround a failing or distressed Practice and successfully incorporating them into a sound platform which platform it is also entrusted to the Manger to build. The Principals have limited experience in engineering turn-arounds and it is possible that they will not be successful.

Force Majeure Events

The Company's business operations and the Properties are susceptible to, and could be significantly affected by, adverse weather conditions, terrorist events and natural disasters that could cause significant damage to a Property and the Practices. The Company's insurance may not be adequate to cover business interruption or losses resulting from such events. In addition, the Company's insurance policies may include substantial self-insurance portions and significant deductibles and copayments for such events; in addition, recent storms in the United States have affected the availability and price of such insurance. As a result, the Company may incur significant costs in the event of adverse weather conditions, terrorist events and natural disasters.

Uninsured Losses

The Company has general liability insurance in place, however there is no guarantee that such insurance will continue. Moreover, certain losses of a catastrophic nature such as from floods, tornadoes, thunderstorms and earthquakes are uninsurable or not economically insurable. Such "Acts of God", work stoppages, regulatory actions or other causes, could interrupt operations and adversely affect the Company's business.

Government Taking

There can be no assurance that a Property and Practices acquired by the Company will not be taken for a public or quasi-public purpose by condemnation or eminent domain. In the event of a condemnation proceeding, the relevant authority may have the power and discretion to determine the value of the Property and such value may be less than the price the Company paid to buy and renovate the Property. In such a case, the Company could lose some or all of its investment in the particular Property.

Change in Federal Government Administration

[If Biden wins put in something about the "public option" the possible demise of the private health insurance industry and the consequent uncertainty about reimbursements]

Local market and economic conditions

Local market and economic conditions for a Property could significantly affect occupancy, rental rates, and the operating performance of the Property. Such risks might include, but are not limited to:

- Decline in the local rates of employment or a lack of employment growth;
- Industry slowdowns, plant closings, job outsourcing and other factors that could affect the local economy;
- An oversupply of, or a reduced demand for, similar properties within the neighborhood or community;
- A decline in new household formation;
- Rent control or rent stabilization laws, or other laws regulating properties similar to the Property that could prevent the Company from increasing or maintaining current rental rates or selling the Property;
- Increased costs of operating and maintaining the Property, including increases in the cost of utilities, property taxes, maintenance supplies and personnel costs;
- Excessive demand created by the QOF benefits for Properties available in designated opportunity zones which could make it difficult for the Company to acquire properties at the below-market purchase costs necessary to achieve its expected financial returns; and
- Competition from other real estate alternatives that are available for rent, as well as new and existing real estate for sale, could make it more difficult to rent units for longer terms and maintain high occupancy rates, increase or maintain existing rental rates, and sell the Property.

Although the Manager intends to eventually resell all of the Properties the Company will acquire, there can be no assurance of when any Property will, in fact, be sold or the terms of any such sale. Market conditions may adversely affect the Company's ability to sell a Property at desired times and prices.

Property Taxes

The real property taxes on the real property associated with the Practices may increase as property tax rates change or as the Company's property is assessed or reassessed by taxing authorities. Any development or redevelopment of a Property would likely result in a reassessment of the Property by taxing authorities. Thus, the amount of property taxes the Company pays after development or redevelopment may increase substantially. If the taxes with respect to a Property increase, it could adversely affect the Company's financial condition, results of operations and cash flows, and its ability to satisfy principal and interest obligations, if any, and the Company's ability to make distributions.

Due Diligence

Before purchasing a Practice for the Company, the Manager will follow certain limited due diligence procedures. The due diligence procedures for the purchase of Practices will generally include finding available properties for sale (each a "Target Practice") by consultant's data searches, searches of other third-party databases, which may include government data bases of surplus properties, and Company visits to selected areas, neighborhoods, and properties, and evaluating rent and sales prices of similar properties in the immediate neighborhood as reported by local licensed real estate agents and by other credible third-party sources. The Company will always conduct an on-site inspection of a Target Practice to estimate its condition and the level of cost and effort to render it profitable; however, in some circumstances such on-site inspections may not be conclusive or may be misleading, and the Company will rely on incomplete or erroneous data to make a determination of the suitability of a certain practices. For select Target Practice, the Company may engage a consultant to provide a competitive market analysis and may engage a contractor to assist in evaluating the physical condition of a Target Practice. No assurance can be given that this limited due diligence will detect all problems and defects that the Target Practice may have or be effective in determining its true value and condition.

Other Legal Actions

The Company will structure all of its acquisitions as "asset-purchases" rather than stock purchases which will provide a certain shelter from actions brought by former patients or current patients from past services. We will also require Sellers of Practices ("Sellers") to maintain "tail" insurance to protect us from latent liabilities and, in addition, we will require the Sellers to indemnify the Company from such liabilities this may still be insufficient to protect us from certain actions.

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Unknown Liabilities

Under circumstances in which certain real property (the "Property") is conveyed to the Company as a part of the acquisition transaction, the Properties may be subject to liabilities and there may be no recourse, or only limited recourse, against the prior owners or other third parties with respect to any such liabilities. As a result, if a liability were asserted against the Company based upon its ownership of a Property, the Company might have to pay substantial sums to settle or contest any such liabilities, which could adversely affect the Company's financial condition, results of operations, cash flow, and ability to satisfy principal and interest obligations and to make distributions. Unknown liabilities with respect to an acquired property might include:

- liabilities for clean-up of undisclosed environmental contamination;
- sub-surface soil conditions which may affect the structural integrity of the Property or diminish the value of the Property;
- the fact that a Property encroaches on an adjacent parcel;

- zoning or building code violations which result in unanticipated costs, including renovation costs, upgrade costs and fines; and

- liabilities incurred in the ordinary course of business.

The Manager's planned procedures to reduce risk in the Company's purchase of Practices, when possible and appropriate, include conducting a computerized screening process and including an external and if possible an internal inspection by a local real estate agent and/or a local general or specialty contractor to advise on serious issues affecting the Target Practice before the escrow is closed. However, most distressed Practices are sold as is and cannot be inspected at all before purchase. When an inspection is possible, the local real estate agent and contractor will seek to gather information about a Target Property's physical condition, needed renovations and renting and selling prices for like-kind Practices in the immediate area. Despite the diligent efforts of the Manager and of local real estate agents and contractors, these procedures and investigations may not be successful in identifying the kinds of problems and latent defects listed above or other similar and dissimilar issues not listed, any of which could turn out to be very costly to remedy or repair, particularly when no inspection of a distressed Property is possible. Additionally, the Company may be unable to retain sufficiently skilled general and sub-contractors to complete the renovation work in a timely, cost-effective way and this may reduce the returns anticipated.

Additional Investment and/or Credit

Projected success and growth are dependent on sufficient working capital to fund operations and development of the Company's business. Because proceeds from the Offering will also be used to finance, in part, the acquisition of the Practices and to fund legal and other expenses incurred in connection with the Offering, the organization of the Company and the acquisition of the Practices, there can be no assurance that the remaining funds raised by the Offering and available to the Company as working capital will be sufficient or that operational activities of the Company will be successful. The failure to obtain additional working capital, if needed, could prevent the Company from achieving its business objectives, and significantly increases the risk of loss of invested capital by the members of the Company.

From time-to-time following the Offering, the Company may seek additional investment on terms available in the marketplace or from its members or from one or more lenders or other financing sources, which could materially increase the Company's indebtedness and subject the Company to high interest rates and/or dilute members' ownership positions. The Company's ability to raise additional funds in the public or private markets may be adversely affected if the results of the Company's business operations are not favorable or as a result of numerous other factors. Failure to obtain adequate capital would, among other things, hinder the Company's ability to continue its business operations. Such consequences would have a material adverse effect on the Company's financial condition, results of operations, cash flow, and ability to satisfy principal and interest obligations, if any, and to make distributions. Furthermore, the failure to obtain additional working capital from such sources, if needed, could prevent the Company from achieving its business objectives.

Debt Obligations

The Company may finance a portion of the cost to purchase a Property through a first priority mortgage loan secured by the Property. Incurring mortgage and other secured debt obligations increases the Company's risk of property loss because defaults on indebtedness secured by a Property may result in foreclosure actions initiated by a lender and ultimately loss of the Property. Any use of borrowed funds to finance the purchase or development of a Property could involve a high degree of financial risk and could exaggerate the effect of any increase or decrease in value. The possibility of partial or total loss of capital would exist, and investors should not subscribe to invest in Units unless they can readily bear the consequences of such a loss.

Litigation

In the future, the Company may become subject to litigation, including claims relating to operations and otherwise in the ordinary course of business. Some of these claims may result in significant defense costs and potentially significant judgments against the Company, some of which will not, or cannot, be insured against. The Company generally intends to defend itself vigorously; however, the Company cannot be certain of the ultimate outcomes of any claims that may arise in the future. Resolution of these types of matters against the Company may result in having to pay significant fines, judgments, or settlements, which, if uninsured, or if the fines, judgments, and settlements exceed insured levels, could adversely impact the Company's financial condition, results of operations, cash flow, ability to satisfy principal and interest obligations and to make distributions. Certain litigation or the resolution of certain litigation may affect the availability or cost of some insurance coverage, which could adversely impact results of operations and cash flows, expose the Company to increased risks that would be uninsured, and adversely impact the ability to attract and retain key personnel. The Company has not yet purchased any Practices, and neither the Company nor the Manager nor the Principal is currently a party to any such litigation.

RISKS ASSOCIATED WITH THE OFFERING AND AN INVESTMENT IN THE SECURITIES

Speculative Investment

The Company's investment in the Practices will be highly speculative. Therefore, an investment in the Units is suitable only for someone with a high tolerance for risk. Investors should invest in the Units only if an Investor is able to bear the risk of losing his, her or its entire investment.

Securities not registered under the Securities Act

The Units in this Offering have not been registered under the Securities Act or applicable state securities laws. No regulatory authority has reviewed the merits of an investment in the Units, the price of the Units or the other terms of this Offering, or of the adequacy or accuracy of

disclosure in the Summary of Terms. Because this Offering has not been registered under the Securities Act, purchasers of Units will not have all the protections afforded by federal and state securities laws applicable to registered offerings. Investors must, therefore, judge for themselves the adequacy of the disclosures and the fairness of the terms of this Offering without the benefit of prior review of any regulatory authority.

Lack of Investment Liquidity

There is no public trading market for the Securities and it is extremely unlikely that one will develop. The Securities are subject to significant restrictions on transferability. Therefore, investors may only be able to liquidate their investment at a substantial discount from the offering price, if at all, in the event of an emergency or for any other reason. Consequently, the purchase of the Securities should be considered only as a long term investment.

Only a minimum of $1,000,000 is required

Directors, officers, employees and agents of the Manager will make the Offering strictly on a best-efforts basis, and the Offering will close only if a minimum of $1,000,000 has been raised. Accordingly, there can be no assurance that all or any specific number of the Units above the minimum offered hereby will in fact be sold or that the proceeds from any sales actually made will be sufficient to implement the Company's business plan. Because the number of Units that will actually be sold is unknown, the risks in this regard to initial purchasers of Units are increased. Once a subscription request is delivered to the Company, the subscriber will be irrevocably bound by its terms.

Dilution

The issuance of the Securities to other investors and other entities subsequent to this Offering will dilute the ownership interest of Investors who purchase all or any portion of the Securities in the initial closing, with such dilution occurring pro rata according to ownership interest of each such Investor. By way of example, an Investor purchasing 100,000 Class A Units will hold 0.6% if the Offering size is 14,999,000 Class A Units, and 1.0% if the Offering size is 10,000,000 Class A Units.

Company Insolvency

If the Company is insolvent, any cash distributions to Investors may be determined to have been made while the Company was insolvent or may be determined to have rendered the Company insolvent. In such an event, creditors of the Company may have claims against the Investors to the extent of any such distributions.

Investors' Rights Subject to Change

Investors' rights, preferences and restrictions are determined by the Operating Agreement. The Manager has the power to amend all terms of the Operating Agreement without the consent of the Investors, unless such amendment would change or vary the interest in profits and losses or

right to distributions held by any member of the Company, in which event, such proposed amendment would also require the prior written consent of such affected member of the Company.

Taxable Income Could Exceed Distributions

There is no assurance that an Investor's share of taxable income of the Company in any year will not exceed the distributions made by the Company to the Investor in such a year. The Company plans to elect to be classified as a partnership for federal income tax purposes. As an entity classified as a partnership, a U.S. Investor in the Securities will be subject to U.S. federal income tax on such Investor's allocable share of taxable income of the Company, regardless of the amount of cash distributions received by such Investor. Although the Company intends to make distributions to Investors in the Company in an amount at least equal to the estimated taxes owed with respect to the income allocated by the Company, there can be no assurance that such distributions by the Company will be made to the Investor or that an Investor's share of tax liability will not exceed any such distributions.

Prospective investors should be aware that an investment in the Company may have significant tax consequences for them, some of which may be adverse, and involve a number of tax risks. The Company does not and cannot assure any Investor of any particular tax result. Accordingly, prospective Investors are urged to consult their own accountants or other tax advisors as to whether an investment in the Company would be appropriate for them.

Indemnity

The Company will indemnify its members (including Investors and the Manager), and each officer, employee, agent or fiduciary of the Company against all liabilities incurred in connection with any action, suit or proceeding arising out of or in connection with such indemnitee's activities or involvement with the Company, excluding conduct not in good faith, or conduct constituting fraud, gross negligence, or willful misconduct, and, with respect to any criminal proceeding, any conduct which such indemnitee had no reasonable cause to believe was unlawful. The assets of the Company will be available to satisfy these indemnification obligations. If such assets are insufficient to satisfy the Company's indemnification obligations, Investors may be required to make pro rata capital contributions in an amount not to exceed, in the aggregate, any amounts previously distributed to investors, in order to satisfy such indemnification obligations.

THE FOREGOING LIST OF RISK FACTORS DOES NOT PURPORT TO BE A COMPLETE ENUMERATION OR EXPLANATION OF THE RISKS INVOLVED IN AN INVESTMENT IN THE COMPANY. OTHER FACTORS AND UNANTICIPATED EVENTS COULD ADVERSELY AFFECT THE COMPANY.
THE COMPANY DOES NOT UNDERTAKE TO REVISE ANY FORWARD LOOKING STATEMENT TO REFLECT EVENTS OR CIRCUMSTANCES THAT OCCUR AFTER THE DATE THE STATEMENT IS MADE. PROSPECTIVE INVESTORS SHOULD

CONSULT THEIR OWN COUNSEL AND ADVISORS (INCLUDING, WITHOUT LIMITATION, TAX COUNSEL AND ADVISORS) BEFORE DECIDING TO INVEST IN THE COMPANY.

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THE INDUSTRY

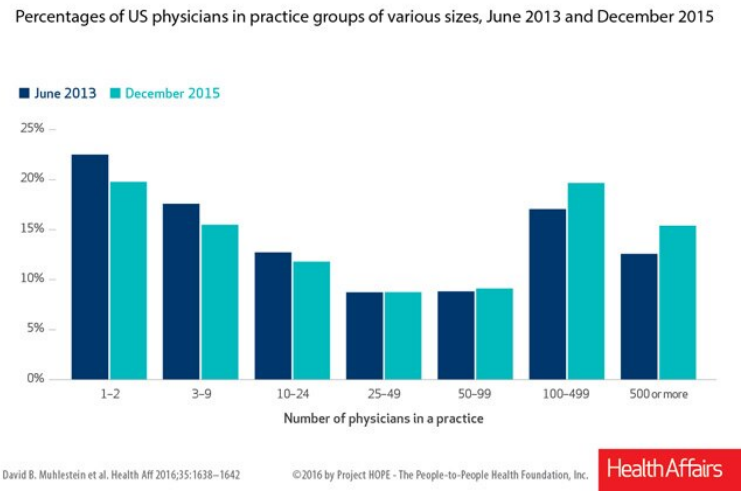
The trend toward consolidation has been going on among primary care physicians for the last two decades.

"The proportion of physicians in groups of nine or fewer dropped from 40.1 percent in 2013 to 35.3 percent in 2015, while the proportion of those in groups of one hundred or more increased from 29.6 percent to 35.1 percent during the same time period," David B. Muhlestein, PhD, JD, and Nathan J. Smith, PhD, from Leavitt Partners, Salt Lake City, Utah, write.

"Primary care physicians have made this change at a much faster pace than specialists have." In the last few decades, the proportion of physicians in larger groups has grown. Several factors have contributed to this move from smaller groups, the authors note.

Larger practices offer more administrative support, which can help with adoption and meaningful use of electronic health records as a driver of Medicare incentive payments; they also facilitate physicians' participation in population-based healthcare incentive programs, and in general, younger physicians, who represent an increasing proportion of the physician workforce, tend to prefer working in larger practices.

In their study, Dr Muhlestein and Dr Smith therefore analyzed data from the Centers for Medicare & Medicaid Services' (CMS) Physician Compare data set to examine the rate of US physician consolidation from smaller to larger group practices from June 2013 through December 2015.



They found that the makeup of physician groups changed significantly during the study period. Large numbers of physicians moved from smaller to larger groups, with the greatest changes occurring in the smallest and largest group sizes. Among 154,726 practices in mid-2013, the mean group size was 3.8, and physicians at the median belonged to a practice with eight physicians. In contrast, among 152,328 practices at the end of 2015, the mean group size was 4 .0, and the median physician's group size was 10.0.

The shifts to larger groups was particularly striking among primary care providers (PCPs) compared with among specialists. Specifically, the proportion of PCPs in the smallest practice group (three to nine physicians), dropped by 5.7% compared with 1.1% among specialists. Meanwhile, a larger proportion of PCPs joined the largest group size (4.5% vs 1.1%).

Although belonging to larger practices should, in theory, allow physicians to participate in value-based contracting programs and should improve healthcare delivery, the authors stress that evidence remains mixed as to whether increasing physician consolidation will improve outcomes and lower costs.[1]

Intellis Health and many of the practices that it will acquire will be located in Opportunity Zones. The Manager is sponsoring another fund which follows the same objective but is structures in such a fashion that Investors can take advantage of the Capital Gains advantages inherent in the Tax Act. Markets have achieved record advances and valuations and associated capital gains are becoming significant. The Tax Cuts and Jobs Act of 2017 (the “Tax Act”) created the opportunity for copious investments coming into depressed areas.

[1] https://www.medscape.com/viewarticle/868526

At the end last year (2018), $6.1 trillion of unrealized gains was sitting in stocks and mutual funds alone. On top of that are untold unrealized gains in other assets, such as a business or real estate the Tax Act gives investors the opportunity to realize some of these gains and invest it into underserved areas. Hundreds of billions are being invested into funds which More than 8,700 spots across the country have been certified as opportunity zones and are candidates for these funds' money. The zones, which collectively are home to 35 million residents, are spread across rural and urban areas in all corners of the country and face varying degrees of economic challenges.

The states were given *carte blanche* with regard to the identification of these Zones and some are high poverty areas and others are areas where the state would like to attract investments such as college town areas.

With a booming economy creating enormous capital gains and unprecedented opportunity to shield these gains we can anticipate that in 2020 hundreds of billions will be invested into OZs.

Note that Intellis Health is not a QOF

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THE MARKET AND COMPETITION

INTELLIS HEALTH LLC will source, rehabilitate, and operate Primary Care Physician Practices throughout New York City.

Something about the largest rollups

Why the docs should go with Intellis and not the other guys

TERMS OF THE OFFERING

General

The Units are being offered and sold in reliance on exemptions from the securities registration requirements of the Securities Act, including Rule 506(b) of Regulation D, and applicable securities laws of states and other jurisdictions. An investment in the Units involves a high degree of risk and is suitable only for persons of substantial financial means who have no need for immediate liquidity in this investment. See "Risk Factors." We will restrict sales of the Units to persons who qualify as an accredited investor under the Securities Act and Regulation D promulgated thereunder. We will entertain offers for subscriptions on a case-by-case basis, with the right to accept or reject any subscription for any reason, including the lack of verifiable accredited investor status.

INTELLIS HEALTH LLC (referred to as "**we**" or the "**Company**"), a Delaware Limited liability company, is offering up to fourteen thousand nine hundred ninety (14,990) Class A Units in the Company (the "Class A Units") at a purchase price of $1,000.00 per Unit. The Class A Units will represent 14,990/15,000 (or 99.933%) of the Units in the Company.. The offering of the first one thousand (1,000) Units will be on a "best efforts, all-or-none" basis for a minimum offering amount of $1,000,000 ("Minimum Offering Amount") and thereafter, the offering of shall continue on a "best efforts" basis up to a maximum of $15,000,000 (the "Maximum Offering Amount"), or until the offering is terminated as provided herein. Class A Unitholders shall be admitted to the Company until the earlier of October 31, 2021, which deadline may be extended if the Minimum Offering has not yet been achieved.

We may hold the first closing of this Offering (the "First Closing") at a time after we have accepted subscriptions for the Minimum Offering Amount. Any funds received from prospective investors prior to the First Closing will be held in a non-interest-bearing escrow account (the "Escrow Account") at M&T Bank, N.A., Buffalo, NY (the "Escrow Agent"). After the First Closing, the Units will continue to be offered and closings may occur from time to time with respect to additional Units sold (each, a "Closing") until we have accepted up to the Maximum Offering Amount or, if earlier, October 31, 2021, which date we may extend for up to the end of January 31, 2022 without notice (the "Offering Termination Date"). We reserve the right, in our sole discretion, to terminate the Offering at any time. If the Minimum Offering Amount is not subscribed prior to the Offering Termination Date, and the Company does not elect to extend the offering, all investor funds will be returned directly to the subscribers without interest or deduction therefrom.

The Class A or Class B "**Unitholder"** is a person admitted as a member in the Company who purchased at least one Unit or partial Unit to the Company. The distributions will be made as follows:

a) First, one hundred percent (100%) of Available Cash to the Class A Members in proportion to their respective Total Investment until each Class A Member has received, on a cumulative basis, an annual preferred return equal to seven percent (7%) (without any compounding) of such class A Member's Total Investment, then;
b) Second, to the Class A Members in proportion to their Total Investment until each Class A Member has received a return of all its contributed capital;
c) Third fifty percent (50%) to the Class A members in proportion to their respective Total Investment and fifty percent (50%) to the Class B holders.

According to the LLC Agreement, no distribution, including without limitation, any distribution paid upon termination of the Company, shall be funded and effected other than from the assets held by the Company.

We will offer the Units through a network of Selling Broker Dealers. Units are only being offered and sold only to Accredited Investors, who are U.S. citizens.

All payments delivered by prospective investors in subscription for Units must be made by check or wire transfer of immediately available funds (in U.S. currency). An eligible person may subscribe for the Units by properly completing, executing, and delivering the following to the address set out at the end of this Memorandum: (i) a completed and executed subscription agreement and investor suitability questionnaire, (ii) an executed signature page to the LLC Agreement; and (iii) payment in an amount equal to the Capital Contribution for the Units subscribed for,

delivered or mailed to us at the address set out at the end of this Memorandum or wired to the escrow account of INTELLIS HEALTH LLC in accordance with the wiring instructions we will provide to you. We intend to review and accept or reject subscriptions as they are received, and once we have determined that the subscriber is an accredited investor. When a subscription is accepted, the subscriber will be admitted as a Member in the Company. We have the discretion to accept or reject any subscription without liability to the subscriber. Funds with respect to any subscription that is not accepted or with respect to the part of a subscription that is not accepted in full will be refunded to the subscriber, without interest or deduction. If the offering is terminated because we decide not to proceed with our business plan, subscription funds will be refunded to all subscribers, without interest or deduction.

Offers and sales of the Units will be made on a "all-or-none minimum, best-efforts maximum" basis by the Company and through FINRA-member broker dealers ("**BDs**") and through registered investment advisors ("**RIAs**") who are registered either with the Securities Exchange Commission ("**SEC**") and/or their respective States (each RIA and BD a "**Selling Group Member**," and collectively the "**Selling Group**"). The Company may offer the Units on its own behalf through its Manager. No sales commissions will be paid to the Manager in connection with the placement of the Units.

Sales will be made only to prospective investors who meet the conditions for investment discussed below under "Suitability Standards." **Investment in this Offering is restricted to U.S Citizens.**

NEITHER THE U.S. SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY HAS APPROVED OR DISAPPROVED THE MEMBERSHIP INTERESTS OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

Suitability Standards

Investment in the Company involves a high degree of risk and is suitable only for persons of substantial means who have no need for liquidity in their investment and can afford a complete loss of their investment. The following suitability requirements represent the minimum suitability requirements for investors in the Company. If you satisfy these requirements, it does not necessarily mean that an investment in the Company is a suitable investment for you. This offering is made in reliance upon exemptions from the registration requirements of the Securities Act for certain offerings sold only to accredited investors. Among the other suitability requirements set forth in the Subscription Agreement, you must represent and be able to verify that you are an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act. An accredited investor includes:

1. Any natural person that has: (i) an individual net worth, or joint net worth with his or her spouse, of more than $1,000,000**, or (ii) individual income in excess of $200,000, or joint income with his or her spouse in excess of $300,000, in each of the two most recent years and has a reasonable expectation of reaching the same income level in the current year;

2. Institutions such as banks, insurance companies, registered securities broker/dealers, registered investment companies, business development companies, and similar organizations;

3. Certain employee benefit plans if the investment decision is made by a plan fiduciary which is a bank, a savings and loan association, an insurance company or a registered investment advisor, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, for which investment decisions are made solely by persons that otherwise meet these suitability standards;

4. Any entity that was not formed for the specific purpose of acquiring the Units offered, and that has total assets in excess of $5,000,000;

5. Any entity other than a trust in which all of the equity owners are individually qualified as accredited investors;

6. Any trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the Units offered and whose purchase is directed by a sophisticated person; and

7. Any revocable trust whose grantor is individually qualified as an accredited investor.

**Net worth is the difference between total assets and total liabilities, including home furnishings and personal automobiles, but excluding the value of your primary residence and any associated mortgage, as long as the mortgage was not incurred within 60 days of the investment other than as part of the purchase of the residence, and including any amount of the mortgage as a liability to the extent it exceeds the fair market value of the residence. In the case of fiduciary accounts, the net worth and/or income suitability requirements must be satisfied by the beneficiary of the account or by the fiduciary, if the fiduciary directly or indirectly provides funds for the purchase of Units.

This offering is made in reliance upon exemptions from the registration requirements of the Securities Act. Only accredited investors are eligible to invest in the Company. Accordingly, you must represent in the subscription agreement that:

(a) you understand that you must bear the financial risks of your investment in the Company for an indefinite period of time because the Units have not been registered under the Securities Act or other applicable securities laws and, therefore, may not be sold unless they are subsequently so registered or an exemption therefrom is available;

(b) you are acquiring the Units for investment solely for your own account and without any intention of reselling, distributing, subdividing, or fractionalizing them;

(c) you understand the Units cannot be transferred except in compliance with the restrictive provisions of the LLC Agreement of the Company and applicable securities laws; and

(d) you qualify as an "accredited investor," as that term is defined in Rule 501(a) of Regulation D under the Securities Act.

HOW TO SUBSCRIBE

You may subscribe for Units by properly completing, executing, and delivering the following subscription documents to the Managing Broker Dealer or the Sponsor:

Mr. Faruk Khwaja
INTELLIS HEALTH LLC
100 Garden City Plaza, Ste 415
Garden City, NY 11530
516-458-7898

(a) The subscription agreement, together with the related signature pages, questionnaires, and materials (see the Subscription Documents);

(b) Payment in an amount equal to $1,000.00 per each Unit subscribed for, payable to "**M&T Bank, N.A., as Escrow Agent for INTELLIS HEALTH LLC**;" and

(c) A copy of the investor's passport or driver's license for the purpose of establishing residency and identity. A copy of the passport is preferred to verify your U.S Citizenship.

Payment for subscriptions for Units may be made by checks, drafts, wires, Automated Clearing House (ACH) or money orders ("Instruments of Payment"), as set forth in the Subscription Documents. No subscription will be binding on the Company unless and until we have verified that you are an accredited investor and the subscription is accepted by the Manager. The Manager, on behalf of the Company, has the right to accept or reject any subscription in whole or in part. Upon receipt of your Subscription Documents, we will review the tendered verification of your investment qualifications and notify you within a reasonable time as to whether your subscription has been accepted. If we reject your subscription, your subscription funds will be returned to you without interest as soon as practical.

The execution of the Subscription Documents by you, or by your authorized representative in the case of fiduciary accounts, constitutes a binding offer to purchase Units and an agreement to hold the offer open until the subscription is accepted or rejected by us. You will be required to execute a signature page to the LLC Agreement, and will be bound by the terms of the LLC Agreement, including the granting of a special power of attorney to the Managing Partner appointing the Managing Partner as your lawful representative to make, execute, sign, swear to, and file certificates and any amendment thereof, governmental reports, certifications, contracts, and other documents.

SOURCES AND USE OF FUNDS

The following sets out our intended use of the proceeds from this offering. We may change the amounts used in various categories as we determine appropriate in our discretion. INTELLIS HEALTH LLC will be paid from the offering proceeds a non-accountable fixed organization and offering expenses fee ("**O&O Fee**"). Proceeds from the offering may be used by the Company at any time, whether or not all offered Units are sold.

Source of Funds	Minimum Offering	Maximum Offering	Percentage of Proceeds
Class A & B Units	1,000	15,000,000	100.0%
Total Available Funds (USD)	1,000,000	15,000,000	100.0%
Sales Commission(3)	70,000	1,050,000	7.0%
Organization and Offering Expenses/Fees (O&O Fee) (1)	140,000	140,000	2.0%/0.5%
Net Proceeds: Working capital	790,000	13,670,000	79%/91%

O&O Fee.

1. O&O Fee. The Company/and the Manager has expended certain expenses as of the date of this Memorandum and will continue to pay expenses in connection with the organization of the Company, and this Offering, Such initial expenses include legal and accounting services, consulting services, in connection with the development of the business plan, all Offering costs such as securities filings, printing costs, costs of investor meetings and travel expenses. Manager will have these costs reimbursed by the company.

2. Wholesaler Fee. The Company plans to hire and retain the services of certain third-party wholesalers to help market and place the Units through FINRA broker-dealers and Registered Investment Advisers ("RIA's"), and the Company shall pay to the third-party wholesalers a fee ("Wholesaler Fee") in a non-accountable amount equal to 1% of the Offering, up to $150,000.

3. Managing Broker Dealer Fee. The Offering is utilizing the services of a FINRA broker dealer as a managing broker dealer (the "Managing Broker-Dealer"), which will receive a managing broker-dealer fee (the "Managing Broker-Dealer Fee") of 1.0% of the aggregate amount of capital raised by the Issuer through the Offering (the "Gross Proceeds"). In addition, the selling commissions of up to 7.0% of the Gross Proceeds (the "Selling Commissions"), the 1.0% Non-accountable Due Diligence Fee, and the Wholesaler Fee of 2.0% would be paid to the Managing Broker Dealer, which would re-allocate these commissions and fees to the appropriate parties.

4. Net Proceeds/Working Capital: Funds received from the Offering that are available to the Company to develop and implement its business plans. We reserve the right to change the allocations of proceeds, or to make other modifications in our business plan as we determine is in the best interest of the Company. The total aggregate amount of the Selling Commissions, the Managing Broker-Dealer Fee, the Non-accountable Due Diligence Fee, and the Wholesaler Fee would not exceed 13% of the Gross Proceeds. The amount of Selling Commissions and Managing Broker-Dealer Fees may be reduced, however, if a lower commission rate is negotiated with a member of the Selling Group.

We may also enter into agreements with registered investment advisers, under which they may recommend this investment to their customers. The Units also may be offered through the Officers and Directors of the Company, who will receive no sales commission or due diligence fees in connection with sales made through them. We may accept subscriptions net of all or part of the sales commission and/or due diligence fees from certain subscribers, including subscribers who subscribe through registered investment advisers. Under such net or NAV purchases, the net price excluding the Sales Commission would be $930.00 per Unit and the net price excluding the Sales Commission and Non-accountable Due Diligence Fee would be $0930.00 per Unit. Generally, the $930.00 per Unit price would be for sales through Registered Investment Advisers who are associated with a selling group broker dealer and the $930.00 per Unit price would be for direct sales made by the Issuer's Officers and Directors or through Registered Investment Advisers who are not affiliated with a selling group broker dealer.

See, Subscription Agreement.

The Minimum Investment Amount is $50,000.00 or Five Units. The Issuer has the right, in its sole discretion, to waive the minimum purchase requirement.

COMPENSATION TO THE MANAGER

The Manager shall be paid the following fees:

O&O Fee. Expense Reimbursement. The Company shall pay all of its operating expenses and shall reimburse the Manager for any such expenses incurred by the Manager on behalf of the Company. Operating expenses include all expenses of the Company actually and necessarily incurred by the Company or by the Manager on behalf of the Company, including, without limitation, all bookkeeping and auditing expenses incurred in maintaining Company financial and operational records; expenses of preparation and mailing of reports; expenses (including legal fees and accounting fees) associated with the preparation and mailing of tax returns to Members; legal, accounting, consulting and similar fees for services rendered to the Company; all costs of borrowed money and all taxes applicable to the Company; travel and related expenses; salaries and related payroll expenses for officers and employees of the Company other than the Manager; expenses of attorneys, consultants, accountants and other persons rendering specialized services; all damages incurred by the Company or any Person entitled to indemnification from the Company; all insurance premiums; all other expenses incurred by the Company; and all expenses paid by the Manager to other Persons for services rendered on behalf of the Company, excluding general and administrative overhead of the Manager. The Manager shall pay its own general and administrative overhead and all compensation to its managers, officers and employees.

FINANCIAL PROJECTIONS

Statement of Operations					
Ordinary Income/Expense	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Income					
Practices Acquired	12	32	52	72	92
		-	-	-	-
Plan Revenue	1,736,440	12,957,635	28,541,794	39,006,274	49,470,754
AMT Consulting Revenue	3,416,831	14,960,128	34,320,293	47,520,406	60,720,519
Total Income	5,153,271	27,917,762	62,862,087	86,526,680	110,191,272
Cost of Services	-	-	-	-	-
AMT Expenses	1,964,675	11,721,178	26,289,413	36,400,726	46,512,039
Coding	214,554	394,875	599,747	809,741	1,024,984
Total COGS	2,179,228	12,116,053	26,889,160	37,210,467	47,537,023
Gross Profit	2,974,042	15,801,710	35,972,927	49,316,213	62,654,250
Expense	-	-	-	-	-
salaries	1,045,000	5,661,271	12,747,415	17,546,212	22,345,009
Rent	72,000	96,000	120,000	120,000	120,000
Total Expense	1,117,000	5,757,271	12,867,415	17,666,212	22,465,009
Net Ordinary Income	**1,857,042**	**10,044,439**	**23,105,512**	**31,650,001**	**40,189,241**
Net Income	1,857,042	10,044,439	23,105,512	31,650,001	40,189,241
After Distribution	36.0%	36.0%	36.8%	36.6%	36.5%
Doctors	578,813	4,319,212	9,513,931	13,002,091	16,490,251
per practice per month	16,078	16,361	18,877	17,476	16,758
Balance Sheet					
ASSETS	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Current Assets					
Checking/Savings					
Chase Ending 7789	7,367,085	3,314,024	12,322,036	29,874,537	55,966,277
Petty Cash	400	400	400	400	400
Total Checking/Savings	7,367,485	3,314,424	12,322,436	29,874,937	55,966,677
Other Current Assets	-	-	-	-	-
AR	99,000	264,000	5,148,000	7,128,000	9,108,000
Receivable From Intellivite	-	-	-	-	-
Security Deposit - Rent	10,500	10,500	10,500	10,500	10,500
Working Capital Loan - AMT	-	-	-	-	-
Total Other Current Assets	10,500	10,500	10,500	10,500	10,500
Total Current Assets	7,377,985	3,324,924	12,332,936	29,885,437	55,977,177
Fixed Assets	-	-	-	-	-
Computers and Office Equipments	217,768	2,583,217	3,299,860	4,159,832	5,191,798
Furniture and Equipment	226,251	616,251	816,251	1,016,251	1,016,251
Medical Equipments	2,102,725	7,802,725	9,802,725	9,802,725	9,802,725
Total Fixed Assets	2,546,744	11,002,192	13,918,835	14,978,807	16,010,774
TOTAL ASSETS	9,924,729	14,327,116	26,251,771	44,864,244	71,987,951
LIABILITIES & EQUITY	-	-	-	-	-
Liabilities	-	-	-	-	-
Current Liabilities	-	-	-	-	-
Accounts Payable	-	-	-	-	-
Accounts Payable	148,005	2,333,760	5,353,920	7,413,120	9,472,320
Total Accounts Payable	148,005	2,333,760	5,353,920	7,413,120	9,472,320
Total Current Liabilities	148,005	2,333,760	5,353,920	7,413,120	9,472,320
Total Liabilities	-	-	-	-	-
Equity	-	-	-	-	-
Partner's Capital	14,813,200	14,813,200	14,813,200	14,813,200	14,813,200
Retained Earnings -	(6,593,442)	(4,332,717)	(19,559,121)	(15,037,083)	(3,311,155)
Shareholder Distributions	-	-	-	-	-
Net Income	667,208	1,214,992	23,105,512	31,650,001	40,189,241
Total Equity	8,886,967	11,695,475	18,359,591	31,426,118	51,691,285
TOTAL LIABILITIES & EQUITY	9,034,972	11,970,035	23,713,511	38,839,238	61,163,605
Statement of Cash Flows					
OPERATING ACTIVITIES	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Net Income	667,208	10,044,439	23,105,512	31,650,001	40,189,241
Adjustments to reconcile Net Income	-	-	-	-	-
to net cash provided by operations:	-	-	-	-	-
Prepaid Expense	-	-	-	-	-
Receivable From Intellivite	-	-	-	-	-
Security Deposit - Rent	-	-	-	-	-
Working Capital Loan - AMT	-	-	-	-	-
Accounts Payable	-	-	-	-	-
Loan from Medcore	-	-	-	-	-
Net cash provided by Operating Activities	667,208	10,044,439	23,105,512	31,650,001	40,189,241
INVESTING ACTIVITIES	-	-	-	-	-
Computers and Office Equipments	-	-	-	-	-
Purchase of PCP	(1,317,750)	(13,177,500)	(13,177,500)	(13,177,500)	(13,177,500)
Closing Costs and expenses	(92,000)	(920,000)	(920,000)	(920,000)	(920,000)
Furniture and Equipment	-	-	-	-	-
Medical Equipments	-	-	-	-	-
Net cash provided by Investing Activiti	(1,409,750)	(14,097,500)	(14,097,500)	(14,097,500)	(14,097,500)
FINANCING ACTIVITIES	-	-	-	-	-
Partner's Capital	-	-	-	-	-
Net cash provided by Financing Activities	-	-	-	-	-
	-	-	-	-	-
Net cash increase for period	(742,542)	(194,758)	9,008,012	17,552,501	26,091,741
Cash at beginning of period	8,109,627	3,508,782	3,314,024	12,322,036	29,874,537
Cash at end of period	7,367,085	3,314,024	12,322,036	29,874,537	55,966,277

DESCRIPTION OF SECURITIES

We are offering Class A Units of membership interest in a Delaware limited liability company. If you purchase Class A Units, you will become a Class A Member, in the Company. Class B Units are going to be provided to management. The offering of the first one thousand (1,000) Units will be on a "best efforts, all-or-none" basis for the Minimum Offering Amount of $1,000,000 and thereafter, the offering of shall continue on a "best efforts" basis up to the Maximum Offering Amount of $15,000,000, or until the offering is terminated as provided herein. Class A Unitholders shall be admitted to the Company until the earlier of September 30, 2020, which deadline may be extended if the Minimum Offering has not yet been achieved, or such time as the Company has accepted subscriptions for a minimum of $1,000,000.

The aggregate number of authorized Units for the Company is fifteen thousand (15,000) units of Membership Interest ("**Interests**" or "**Units**"). Fourteen thousand nine hundred and ninety (14,990) of the authorized Units shall be designated Class A Units ("**Class A Units**"), ten (10) of the authorized Units shall be designated Class B Units ("**Class B Units")** to be owned by the Manager. The Company shall not have the authority to authorize or issue Units in excess of the designated Units of each class without a majority vote of the Units of that class and the approval by majority vote of all other classes. The rights of the Class A Units issued to each Class A Member, and of the Class B Units issued to the Manager are determined by the LLC Agreement.

The Class A or Class B Unitholder is a person admitted as a member in the Company who purchased at least one Unit or partial Unit to the Company. The Class A Unitholder shall receive a preferential return which shall accrue until paid equal to 8.0% per annum (cumulative but not compounded) on the Unreturned Capital Contributions of the Class A Unitholders (referred to as the "**Class A Preferred Return**"). Class A Unitholders shall be admitted to the Company until the earlier of December 31, 2020, which deadline may be extended if the Minimum Offering has not yet been achieved, or such time as the Company has accepted subscriptions for a minimum of $1,000,000. Such distributions are subject to the Manager's exclusive, sole discretion and decision and shall be made based on available capital and other business requirements, including reserves. All such distributions shall accrue from the date in which invested funds are available to the Company.

DISTRIBUTIONS

According to the LLC Agreement, no distribution, including without limitation, any distribution paid upon termination of the Company, shall be funded and effected other than from the assets held by the Company.

The Company shall make distributions, at such times and intervals as the Manager shall determine (such determinations shall be made no less frequently than quarterly), but after the payment of interest and required principal payments on outstanding debt, as well as any taxes due; and the maintenance of any necessary debt service reserve.

There is no assurance that the Company will be able to make distributions in any amounts or at any times. Notwithstanding anything to contrary, final distributions shall not occur until all outstanding debts and obligations have been satisfied and after such time as prudent in the full discretion of the Manager to wind up the affairs of the Company.

SUMMARY OF TERMS

INTELLIS HEALTH LLC

SUMMARY OF TERMS FOR

OFFERING OF CLASS A MEMBERSHIP INTERESTS

The following is a summary of investment terms (this "Summary of Terms") of an offering (the "Offering") of Class A membership interests (the "Class A Units") in INTELLIS HEALTH LLC, a Delaware limited liability company (the "Company"). The limited liability company agreement and subscription agreement (including risk factors) of the Company (together, the "Subscription Documents") should be reviewed carefully for more complete information regarding an investment in the Company. The following Summary of Terms is qualified in its entirety by, and should be read in conjunction with, the Subscription Documents. In the event of any conflict between the terms of this Summary of Terms and the Subscription Documents, the terms of the Subscription Documents shall control.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THE UNITS OR PASSED UPON THE ADEQUACY OR ACCURACY OF THE DISCLOSURE IN THIS SUMMARY OF TERMS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE SECURITIES OFFERED HEREBY ARE SPECULATIVE AND AN IN INVESTMENT IN THE SECURITIES INVOLVES A HIGH DEGREE OF RISK. SEE "RISK FACTORS" ATTACHED TO THE COMPANY'S OPERATING AGREEMENT. INVESTORS MUST BE PREPARED TO BEAR THE ECONOMIC RISK OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. BEFORE PURCHASING ANY OF THE UNITS OFFERED HEREBY, THE MANAGER RECOMMENDS THAT EACH INVESTOR CONSULT WITH AN ATTORNEY, A FINANCIAL ADVISOR, AND/OR AN ACCOUNTANT TO DETERMINE IF THIS INVESTMENT IS SUITABLE FOR THEM. INFORMATION CONTAINED HEREIN AND IN THE SUBSCRIPTION DOCUMENTS SHOULD NOT BE CONSIDERED TO BE LEGAL, BUSINESS OR TAX ADVICE. EVERY PROSPECTIVE INVESTOR SHOULD CONSULT ITS OWN ATTORNEY, FINANCIAL ADVISOR, AND TAX ADVISOR ABOUT THIS INVESTMENT.

The Company

The Company will sell up to Fourteen thousand nine hundred and ninety (14,990)Class A membership interests or units (the "Class A Units") in the Company to investors to raise capital for the organization of the Company and acquisition expenses including the due diligence, the down payment or purchase cost, loan fees and closing costs, leasing costs, and other similar or dissimilar expenses necessary for the acquisition, repair, maintenance and leasing of the Properties. Investors who acquire Class A Units will become Class A Members of the Company. Class A Units will comprise 99.93% of the total Units in the Company.

On startup of the Company, Intellis Management LLC, a New York limited liability company (the "Manager"), wholly owned by Faruk Khwaja and Adil Palwala the founder of the Company (the "Principal") will retain ownership of Class B Units representing 0.067% of the total Units of the Company in exchange for a total capital contribution of Ten Thousand Dollars ($10,000) and for noncapital contributions in the form of past services contributed to make this investment opportunity available to the Class A Members. The Principal also intends to invest up to $30,000 in the Company for up to 30,000 Class A Units.

The Class B Units will solely be held by the Manager and are generally the same as the Class A Units except with respect to distributions of available cash and on liquidation.

Manager

The Manager shall devote to the affairs of the Company such time as it may deem necessary for the proper performance of its duties and shall have full and complete authority, power and discretion to manage and control the business, affairs and property of the Company, including among other things acquiring, developing, owning, operating, leasing, managing, financing, refinancing and maintaining the Properties, and conducting the business of the Company so as to comply with the Internal Revenue Service (IRS) requirements for a QOF. The Manager shall make all decisions regarding those matters and perform any and all other acts or activities customary or incident to the management of the Company's business, including maintaining a relationship with the tenants of the Properties. The Manager shall also provide asset management services to the Company and will make all investment and operating decisions for the Company.

The Manager and the Principals may engage independently or with others in other business ventures of every nature or description including, without limitation, the ownership, operation, management, syndication, sale, brokerage, and development of real estate (including competing projects or services for other properties), and neither the Company nor any Member (other than the Manager) shall have any rights in and to such independent ventures or the income or profits derived therefrom.

In addition to the incentive distributions the Manager will be entitled to receive as the holder of Class B Units, the Manager may also receive additional fees as described in "Related Party Services and Fees" below.

The Company has agreed to limit the liability of the Manager and to indemnify the Manager against certain liabilities. See the Operating Agreement for complete details.

Principals

Faruk Khwaja, J.D. and Adil Palwala are the founders of the Company and the sole owners of the Manager.

Mr. Khwaja Lorem ipsum dolor sit amet, consetetur sadipscing elitr, sed diam nonumy eirmod tempor invidunt ut labore et dolore magna aliquyam erat, sed diam voluptua. At vero eos et accusam et justo duo dolores et ea rebum. Stet clita kasd gubergren, no sea takimata sanctus est Lorem ipsum dolor sit amet. Lorem ipsum dolor sit amet, consetetur sadipscing elitr, sed diam nonumy eirmod tempor invidunt ut labore et dolore magna aliquyam erat, sed diam voluptua. At vero eos et accusam et justo duo dolores et ea rebum. Stet clita kasd gubergren, no sea takimata sanctus est Lorem ipsum dolor sit amet. Lorem ipsum dolor sit amet, consetetur sadipscing elitr, sed diam nonumy eirmod tempor invidunt ut labore et dolore magna aliquyam erat, sed diam voluptua. At vero eos et accusam et justo duo dolores et ea rebum. Stet clita kasd gubergren, no sea takimata sanctus est Lorem ipsum dolor sit amet..

Adil Palwala. Adil possesses a most unique combination of pharmaceutical expertise along with a natural business instinct that shines through in each of his multiple business ventures. He expert perspective has led to raising an extensive pharmacy network from the ground floor that services all 50 states. His specialized interest in R&D has resulted in multiple unique cosmetic and pharmaceutical products under his cGMP cosmetics and nutraceutical manufacturing plant. Adil has continued forward in the healthcare field, currently owning and operating up to 8 separate companies, employing over 100 employees in areas such as medical centers, diagnostic labs, pharmacies, and cosmetic manufacturing. Adil has also extended his business talents into the food industry, establishing a rapidly growing fast food chain and a USDA meat processing company.

The Offering

The Company plans to raise an aggregate of up to Fourteen thousand nine hundred and ninety (14,990)in capital from investors (each, an "Investor" and, collectively, the "Investors"), through the issuance of up to Fourteen thousand nine hundred and ninety (14,990) Class A Units (together with the Class B Units, the "Units") at a purchase price of $1,000.00 per Unit. The Class A Units will represent 99.93% of the Units in the Company. The offering price of the Units was arbitrarily determined by the Manager in its sole discretion. The price of the Class A Units does not bear any relationship to the Company's assets, book value, net worth or other economic or recognized criteria of value. If 14,990 Class A Units are subscribed for in the Offering, an Investor who purchases 1,000 Class A Units for $1,000,000.00 will hold 0.67% of the Class A Units. If 10,000 Class A Units are subscribed for in the Offering, an Investor who purchases 100 Class A Units will hold 1.0% of the Class A Units.

Class A Units will be offered and sold by the Manager or by its duly authorized agents and employees directly to the public and only to accredited investors as defined by the Securities Act of 1933, as amended, and its related regulations. The Company will make the Offering on a continuous basis until the latest of (i) the date which is September 30, 2020, as such date may be extended pursuant to the terms of the offering documents ; and (ii) the maximum offering has been sold and (iii) the offering is terminated in the Manager's sole discretion. The Manager may engage registered broker-dealers to solicit Investors in the Offering pursuant to appropriate broker dealer agreements, and if so engaged, the Company will pay the registered broker deals commissions equal to up to ten percent (10%) of capital committed to the Company by Investors solicited by such registered broker dealers.

The Manager reserves the right to modify or withdraw this Offering at any time and to reject any Investor's commitment to subscribe for Units, in whole or in part, for any or no reason.

Suitability Standards

The Class A Units are being offered pursuant to an exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") provided by Section 4(a)(2) of the Securities Act and Rule 506(b) of Regulation D thereunder. Therefore, each prospective Investor must qualify as an "accredited investor" as defined in Rule 501(a) of Regulation D. Prospective Investors must provide evidence verifying their status as accredited investors in order to invest pursuant to Rule 506(b).
In order to invest in the Company, an Investor must complete the Subscription Agreement provided with this Summary of Terms. Investors must provide all information requested therein which must show that the Investor meets the Investor Suitability Standards described in the subscription agreement provided with this Summary of Terms (the "Subscription Agreement").

Minimum and Maximum; Closing Mechanics

The Manager seeks to close the offering on or before December 31, 2020, however, the Manager may, without further notice or authorization, continue the Offering until June 30, 2021, to admit additional Investors at one or more closings; provided that the aggregate subscriptions accepted shall not exceed Fourteen Million Nine Hundred Ninety and 00/100 Dollars ($14,990,000).
The Offering is contingent on receiving a minimum of at least One Million and 00/100 Dollars ($1,000,000.00) in aggregate capital commitments at which point funds shall be released from escrow and the Company shall begin operations. (the "Initial Closing"). The maximum offering size is Fourteen Million Nine Hundred Thousand and Ninety Dollars ($14,990,000.00)in Class A Units. The minimum capital contribution for an Investor in the Company shall be $50,000.00; provided, however, the Manager reserves the right to waive this minimum.

A prospective Investor wishing to invest in the Company should follow the instructions contained in the Subscription Agreement, and will be required to execute and deliver the Subscription Agreement and a signature page joining the Investor as a party to the Company's limited liability company agreement (the "Operating Agreement"). An Investor will become a member of the Company upon the acceptance of the Investor's subscription by the Manager.

Offering Expenses

The Manager will be reimbursed for all Offering expenses from the proceeds of the Offering. This includes, without limitation, (i) organizational expenses incurred in the formation of the Company, including filing fees; (ii) legal and accounting expenses relating to the Offering; (iii) state securities filing fees; and (iv) commissions or brokerage fees in connection with the Offering.

Use of Proceeds

The Company will use the net proceeds of the Offering (net of Offering Expenses and net of a small working capital reserve to cover ongoing operating expenses of the Company) to purchase Properties. Ongoing operating expenses will include, without limitation, legal expenses, office rent, phones, postage, internet service, supplies, furniture, equipment and necessary travel costs. The Company may also need to use some of the net proceeds of the Offering to pay management fees, and to pay for other services that exceed the net income available from received management fees.

	Offering Price	Offering Expenses*	Net Proceeds
Minimum Offering	$ 1,000,000	$ 157,000	$843,000
Maximum Offering	$14,999,000	$ 1,575,000	$13,425,000

**Offering expenses include the expenses described above under "Offering Expenses," and do not include a working capital reserve. The Manager intends to set aside $75,000 for an initial working capital reserve.*

Terms of Securities

Capital Calls
No Member shall be required to contribute additional capital without such Member's consent.

Distributions and Allocations

To the extent funds of the Company may be available ("Available Cash") for distribution by the Company (as determined by the Manager in its sole and absolute discretion), the Company shall make tax distributions to all Members in amounts intended to enable taxable Members to pay their income tax liability (determined at the highest marginal rate) attributable to their participation in the Company, which tax distributions will be offset against future distributions. Other than for liquidating distributions, the Company shall make, at such time, and in such amounts as determined by the Manager in its sole discretion, distributions to the Members of Available Cash of the Company as follows:

a) First, one hundred percent (100%) of Available Cash to the Class A Members in proportion to their respective Total Investment until each Class A Member has received, on a cumulative basis, an annual preferred return equal to seven percent (7%) (without any compounding) of such class A Member's Total Investment, then;
b) Second, to the Class A Members in proportion to their Total Investment until each Class A Member has received a return of all its contributed capital;
c) Third, fifty percent (50%) to the Class A members in proportion to their respective Total Investment and fifty percent (50%) to the Class

"Total Investment" shall mean, with respect to any Member, on any date of determination the aggregate capital contributions made by such Member.

Net profits or losses of the Company generally shall be allocated among the Members to reflect their entitlement to distributions described above. Capital accounts shall be maintained for each Member that shall reflect, in accordance with U.S. federal income tax guidelines, all contributions made by that Investor, all income, gains and losses allocated to that Member, and all distributions made to that Member.

Liquidation

At such time as is determined by the Manager in its sole discretion, the Manager may begin efforts to liquidate all of the assets of the Company, pay Company expenses, and make liquidating distributions of capital to the Investors. Proposed IRS regulations related to QOFs require a ten-year investment period to qualify for certain tax benefits. Proposed regulations also stipulate that certain benefits are available only if the QOF is liquidated not later than January 1, 2048. These regulations will inform the Manager's judgment as to the timing of liquidation of the Company but may not be determinative. Accordingly, the Manager may liquidate all of the assets of the Company before or after the date when certain tax benefits might become available.

During the liquidation process, the Manager will hold back a working capital reserve from any Company income and liquidation proceeds to cover anticipated expenses, including management fees which will continue to be payable to the Manager during the liquidation period. After the holdback of a working capital reserve, liquidation proceeds shall be distributed as follows:

First, in satisfaction of the obligations of the Company, to the expenses of liquidation, and to setting up the foregoing working capital reserve;

a) *Second*, one hundred percent (100%) of Available Cash to the Class A Members in proportion to their respective Total Investment until each Class A Member has received, on a cumulative basis, an annual preferred return equal to seven percent (7%) (without any compounding) of such class A Member's Total Investment, then;
b) *Third*, to the Class A Members in proportion to their Total Investment until each Class A Member has received a return of all its contributed capital;
c) *Fourth*, fifty percent (50%) to the Class A members in proportion to their respective Total Investment and fifty percent (50%) to the Class B holders.

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Withdrawal and Transfer

The Units offered have not been registered under the Securities Act, in reliance upon the exemptions provided by the Securities Act and Regulation D thereunder, nor have the Units been registered under the securities laws of any state in which they will be offered in reliance upon applicable exemptions in such states. Therefore, Units may not be sold or otherwise transferred except in compliance with an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. In addition, during the first three years of the Company's existence, Class A Units may not be transferred without the prior written consent of the Manager.

No Investor may withdraw from the Company prior to its dissolution.

Right of First Refusal

If an Investor (a "Proposed Seller") desires to sell or transfer all or part of his, her or its Class A Units, the Proposed Seller shall give notice ("Notice") in writing to the Company and the Manager (the "Notice"). The Manager or its designee shall have the right to purchase the offered Class A Units, at a purchase price and on such other terms which are agreed to by the Proposed Seller and the Manager or its designee. If the Manager or its designee and the Proposed Seller are unable to agree on a purchase price and other terms within sixty (60) days after the Company

and the Manager received the Notice, the Proposed Seller shall be free to sell the unpurchased Class A Units to a third party, provided during the first three years of the Company, the Manager shall have consented to such third party becoming a Member of the Company.

For a further discussion of the Right of First Refusal, please refer to the Operating Agreement.

Drag-Along Rights

The Manager will have customary drag-along rights in respect of Units held by Investors in connection with any transactions in which the Manager has determined to sell the Company to a third party.

Manager

In connection with the operation of the Company, the Manager shall provide strategic, operational, advisory and management services as follows:

- Identify and qualify suitable markets for the company's acquisition of Practices;
- Identify and qualify suitable target properties for the Company's portfolio;
- Negotiate commercially reasonable terms for the acquisition of Practices by the Company;
- Identify, qualify and negotiate service agreements with service providers including real estate brokers, software distributors, pharma suppliers, and other such vendors and or employees whose services may be necessary or desirable for the operation of the Company;
- Create or oversee the preparation of documents necessary for the Company's operations including offer letters, employment agreements, Purchase Sale Agreements and such other documents the Manager may deem necessary or desirable for the operation of the Company;
- Assure that the Company is compliant with all prevailing laws and regulatons
- Determine whether the use of debt may enhance the operations of the Company; determine the most suitable uses for such debt, if any; identify suitable providers of such debt, and negotiate such terms and conditions for such debt so as to enhance the operations of the Company;
- Secure necessary or desirable insurance coverage including but not limited to malpractice and liability insurance;
- Take all necessary actions to cause the Practices to comply with all applicable laws and regulations (or promptly remedy any violations), including without limitation obtaining all necessary certificates of occupancy, licenses, or operating permits;
- Take all necessary actions to cause the Properties to comply with any restrictions, easements, or other encumbrances on the Properties, or any insurance policy;
- Maintain the books and records of the Company in a manner consistent with good accounting principles, practices and procedures; and
- Maintain a sufficient number of employees and/or contractors to enable the Manager to provide the foregoing services.
- Seek to comply with relevant regulations related to QOFs to secure for investors the tax benefits available to QOFs, consistent with the Company's other business objectives.

Zxzxzx NEED TO DISCUSS – MANAGEMENT IS ASKING 6% WHICH I THINK IS TOO HIGH. DEPENDING ON HOW THE AUM IS CALCULATED THEY WILL MAKE PLENTY AT 2% Fees Payable to the Manager

The Company will pay an annual management fee to the Manager for the services described under "Manager" above initially in an amount equal to two percent (2.0%) of the assets of the Company, based on the amount of

capital raised, and subject to annual increases as described herein. Beginning in the fourth year of operations, such amount shall be increased by the percentage increase in net operating income (NOI) for the previous year over the NOI of the year preceding the previous year, if any. Any such increase shall be determined during the first quarter of the year for which such increase is to take effect and shall be retroactive to January 1 of such year. There shall be no decrease in fees payable to the Manager as the result of any such calculation. By way of example only, if the Company initially raised $10,000,000 and NOI for year three of operations has increased by 1.7% over NOI for year two of operations, the Manager shall receive the following annual management fees:

Year 1	$200,000
Year 2	$200,000
Year 3	$200,000
Year 4	$203,400

One twelfth ($1/12^{th}$) of the management fee will be paid on the first day of each month, in advance.

In addition, to the extent that the Manager or the Principal or any affiliate of the Manager or Principal acts as a licensed real estate broker in procuring or disposing of Property for the Company, and/or procures new rentals or renewals of existing leases (which actions may also be otherwise performed by a third party), pursuant to a brokerage services agreement, the Manager shall receive a commission for such services paid by the Company or by third parties, including buyers or sellers of assets with which the Manager transacts on behalf of the Company and which shall be market rate and will not exceed the amounts the Company would pay to unrelated third parties for similar services.

In addition, the Company shall pay or reimburse the Manager for those expenses described below under "Company Expenses" that the Property Manager incurs.

Related Party Services and Fees

Affiliates of the Manager or the Principal may provide (or may have already provided) certain additional services to the Company from time to time and may receive (or may have already received) certain fees and expenses for such services, including without limitation, the following:

- In connection with acting as the Manager, as further set forth above in and "**Fees Payable to the Manager**";

- for its or her role in procuring acquisition or refinancing of any one of the Practces and/or the Company, the Manager or the Principal shall receive in the case of any such financing or refinancing of one or more of the Properties, an aggregate fee of up to ½ of one percent (.5%) of the amount so financed or refinanced, as the case may be, in each case, to the extent a third-party retained by the Company is not also entitled to a fee from the Company with respect to any such financing or refinancing.

Any such fees and expenses shall be generally commensurate with the amount the Company would be required to pay to unrelated third parties for providing similar services. In addition, any such fees and expenses may be deferred or paid concurrently with the provisions of such services.

Company Expenses

The Company shall be responsible for all expenses incurred by or on behalf of the Company by the Manager or third parties, including without limitation:

- All costs and expenses associated with acquiring and developing the Properties;
- Legal, accounting, consulting, finder's, insurance, registration or other similar fees and expenses;
- All fees and expenses incurred by the Manager or affiliates of the Manager that provide services with respect to this investment or the Properties;
- Commissions or brokerage fees or similar charges associated with the acquisition, developing, holding and disposition of the Properties;
- Taxes, fees, expenses or other governmental charges levied against the Company or the Properties, including without limitation expenses associated with obtaining any necessary certificates of occupancy, licenses or operating permits; and
- All costs and expenses associated with the ownership, operation, leasing, management, financing, refinancing, maintenance, repair and capital improvement of the Properties.

Confidentiality

The Operating Agreement shall contain confidentiality provisions intended to protect proprietary and other information relating to the Company and the Properties. To the extent that the Company's confidential information is publicly disclosed, competitors of the Company and/or the Properties, and others, may benefit from such information, thereby adversely affecting the Company, the Properties, the Manager, and the economic interests of the Investors. By purchasing Class A Units and executing the Subscription Documents, the Investors are agreeing to be bound by the Operating Agreement and the confidentiality provisions contained therein.

Indemnification

The Company shall indemnify the Manager, its members, employees and agents, and each member, partner, stockholder, director, officer, manager, employee, agent and affiliate of any of the foregoing against claims, liabilities, costs and expenses (including attorneys' fees) as incurred, in connection with their activities on behalf of, or their association with, the Company; provided that the person seeking such indemnification has acted in good faith, was neither grossly negligent nor engaged in intentional misconduct and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful. In the event that the Company's assets are insufficient to cover any indemnity obligation, Investors shall be required to make capital contributions to the Company on a pro rata basis in an amount not to exceed, in the aggregate, any amounts previously distributed to the Investor by the Company.

Reports

Investors shall receive quarterly management reports for the Company.

Risk Factors and Potential Conflicts of Interest

An investment in the Company involves various and substantial risks, including risks associated with the Properties (including financing, asset, market, environmental, and regulatory risks), illiquidity, conflicts of interest for the Principal, and the Manager in managing and administering the Company and the Properties, and the absence of any operating history. Prospective Investors should carefully read and consider the risk factors and conflicts of interest described in the Subscription Documents before purchasing Class A Units.

Address for Inquiries:

Intellis Health LLC
100 Garden City Plaza, Ste 415
Garden City, NY 11530

CONFLICTS OF INTEREST AND TRANSACTIONS WITH RELATED PARTIES

The Manager and its affiliates may be actively engaged in other businesses, including but not limited to commercial marine transportation ownership, investing, and management. Such activities could likely create conflicts of interest with the Company. The contemplated activities of the Company will involve decisions by the Manager on behalf of the Company and may involve transactions between the Company and any Manager or its affiliates. Any such decisions or transactions will lack the benefits of arm's-length bargaining and will necessarily involve conflicts of interest. The Company may obtain goods and services from affiliates, but only upon terms which are at least as favorable to the Company as terms offered by competitors.

In all instances of operation and management of the Company where potential conflicts arise, the Manager will deal fairly with the Company and its investors.

Resolution of Conflicts of Interest.

The Manager, Intellis Management LLC ("**Manager**") has not developed, and does not expect to develop, any formal process for resolving conflicts of interest. However, the Manager is subject to a duty to exercise good faith and integrity in handling the affairs of the Company, which duty will govern its actions in all such matters. While the foregoing conflicts could materially and adversely affect the investors, the Manager, in its sole judgment and discretion, will attempt to mitigate such potential adversity by the exercise of its business judgment in an attempt to fulfill its limited fiduciary obligations. There can be no assurance that such an attempt will prevent adverse consequences resulting from the numerous conflicts of interest.

Legal Representation.

Counsel to the Company and the Manager and its Affiliates, in connection with this Offering is William R. Eilers, Esq; and it is anticipated that such representation by William R. Eilers, Esq. will continue in the future. As a result, conflicts may arise in the future and if those conflicts cannot be resolved or the consent of the respective parties obtained to the continuation of the multiple representation after full disclosure of any such conflict, William, R. Eilers, Esq. will withdraw from representing one or more of the conflicting interests with respect to the specific matter involved. Each investor acknowledges and agrees that counsel representing the Company and the Manager and its Affiliates does not represent and will not be deemed under the applicable codes of professional responsibility to have represented or to be representing any or all of the investors in any respect. Further, each investor consents to the Company and the Manager and its Affiliates hiring counsel for the Offeror, the Company, which is also counsel to the Manager and its other Affiliates. In addition, one or more attorneys from William R Eilers, Esq. may make an investment to acquire Units pursuant to the terms of this Offering; provided, however, such investment in Units should not be taken as a representation or opinion concerning the operation of the Offeror's business, its future success or any other matter related to the investment by any investor in the Offering.

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LEGAL PROCEEDINGS

The Company intends to follow the requirements set forth in Items 103 and 401(f) of Regulation S-K, as promulgated by the United States Securities and Exchange Commission pursuant to the Securities Act of 1933, with respect to the disclosure of pending and prior legal proceedings relating to the Company and its affiliates and for the purpose of the claim to exemption found in Rule 506(b) of Regulation D, Rule 506(d)(iii)(B). There may be other prior legal proceedings relating to certain affiliates which are not disclosed in reliance on the statutory provisions set forth above. To the extent that any potential investor considers such information material to their decision to invest in the Class A or Class B Units, such information will be provided to them by the Manager upon request.

The Company and the Manager are not currently a party to any legal proceedings, nor are any legal proceedings known to be threatened, the adverse outcome of which, individually or taken together with all other legal proceedings, could be expected to have a material adverse effect on the Company or the Manager.

The Company intends to comply with all applicable federal and state securities statutes. The offering of Units is being made pursuant to an exemption from securities registration available under Rule 506(b) of Regulation D, including the delivery of this Memorandum to prospective purchasers of Units. The Company will file applicable notices of sale on Form D with the SEC and in states where required to do so.

FINANCIAL AND OTHER INFORMATION

The Company does not have audited financial statements or a formal financial statement. You should not rely on any projections when making a decision whether to invest. Persons considering investing in the Company will be given an opportunity to examine all instruments, documents and other information relating to the Company that are reasonably available to the Manager and which such persons deem necessary or advisable in order to make an informed decision relating to the purchase of Units. All such inquiries should be addressed to the Manager, who will be available to answer questions concerning the proposed business of the Company.

DEFINITIONS

The following are the definitions of certain terms used in this Memorandum, which may or may not be capitalized.

1933 Act shall mean the Securities Act of 1933, as amended.

Accredited Investor [whether or not capitalized]. Any investor which meets at least one of the following conditions:

(1) Any bank as defined in Section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in Section 3(1)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; any insurance company as defined in section 2(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivision, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.

(2) Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;

(3) Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation,Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000;

(4) Any director, executive officer, or manager of the issuer of the securities being offered or sold, or any director, executive officer, manager or general partner of a manager of that issuer;

(5) Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds $1,000,000 (for purposes of calculating your net worth you should (i) exclude the value of your primary residence, (ii) include any indebtedness that is secured by your primary residence and was incurred within 60 days of the time you subscribe for Units, unless such indebtedness was incurred to acquire your primary residence, and (iii) include any indebtedness that is secured by your primary residence in excess of the estimated fair market value of your primary residence);

(6) Any natural person who had an individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

(7) Any 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 sophisticated person as described in Section 230.506(b)(2)(ii) of the Code of Federal Regulations; or

(8) Any entity in which all of the equity owners are Accredited Investors.

Act means the Delaware Limited Liability Company Act, codified in Delaware Code Annotated, Title 6, Chapter 18, sections 18-101, et seq., as the same may be amended from time to time.

Affiliate [whether or not capitalized]. With respect to a specific Person, (i) any person directly or indirectly owning, controlling, or holding with power to vote ten percent (10%) or more of the outstanding voting securities of such specified Person, (ii) any Person ten percent (10%) or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote, by such specified Person, (iii) any Person directly or indirectly controlling, controlled by, or under common control with such specified Person, (iv) any officer, director, trustee, managing member or general partner of such specified Person, and (v) if such specified Person is an officer, director, trustee, managing member or general partner, any Person for which such specified Person acts in any such capacity.

Capital Account. The capital account maintained by the Company for each Member, as reflected in the records of the Company.

Capital Contribution. The total amount of cash, fair market value, asset basis or deemed value of property or services contributed to the capital of the Company by any Member (or the predecessor holders of the interests of such Member).

Class A Member. A Member holding Class A Units. As used in the LLC agreement regarding Capital Accounts, allocations and distributions, the term Class A Member shall include any assignee of a Class A Member.

Class B Member. A Member holding Class B Units. As used in the LLC Agreement regarding Capital Accounts, allocations and distributions, the term Class B Member shall include any assignee of a Class B Member.

Class A Unit. A Unit of Membership Interest having the rights granted to Class A Members under the LLC Agreement.

Class B Unit. A Unit of Membership Interest having the rights granted to Class B Members under the LLC Agreement. Code. The Internal Revenue Code of 1986, as amended from time to time.
Company. INTELLIS HEALTH LLC, a limited liability company formed under the laws of the State of Delaware, and any successor person.

Disposition means the sale, exchange, redemption, assignment, transfer, repayment, repurchase or other disposition by the Company of all or any portion of any property, asset or investment for cash that can be distributed to the Members pursuant to the LLC Agreement.

ERISA. The Employee Retirement Income Security Act, as amended from time to time.

Event of Dissociation. As to all Members: when a Member makes an assignment for the benefit of creditors; files a voluntary petition in bankruptcy; is adjudged a bankrupt or insolvent or has entered against such Member an order for relief in any bankruptcy or insolvency proceeding; files a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief; files an answer or other pleading failing to contest the material allegations in any bankruptcy or insolvency proceeding; or seeks or consents to the appointment of a receiver or trustee or liquidator of all or any part of the Member's property. As to a Member who is a natural person, the Member's death or adjudication of incompetency. As to a Member who is an entity, the termination, dissolution or cessation of business of the Member.

As to each Member, an Event of Dissociation shall also include the occurrence of any of the following, regarding a Member who is a natural person, or if the Member is an entity, regarding any governing person of the Member who is a natural person:

(1) such person is finally adjudicated by a tribunal of competent jurisdiction of having committed an act of fraud, embezzlement, or theft against the Company or involving the Company's business; or

(2) such person materially breached or defaulted under its agreements or obligations under this Agreement or any other agreement with the Company; provided, that the Manager or Members constituting a Majority Vote shall give such person written notice of such material breach or default, and such person shall have the opportunity to cure such circumstances within thirty (30) days following receipt of such notice.

Fair Market Value means the value that would be obtained therefor in an arm's length transaction or sale (for cash) between an informed and willing purchaser and an informed and willing seller, neither being under any compulsion to buy or sell, which value shall be determined in good faith by the Manager unless otherwise provided herein. In the case of any determination of Fair Market Value of an Interest (or any portion thereof) under this Agreement (including the Fair Market Value of a Unit), the Fair Market Value of the Company as a whole will be determined (taking into account all assets and liabilities of the Company).

LLC Agreement. The Limited Liability Company Agreement of INTELLIS HEALTH LLC, including all exhibits and amendments thereto from time to time.

Majority Vote(A+B) shall mean the affirmative vote or written consent of Members holding more than fifty percent (50%) or more of the outstanding Units or Membership Interests in Class A and Class B voting together as a combined class (A+B). Assignees shall not be considered Members entitled to vote for the purpose of determining a Majority Vote(A+B). Class A and Class B Membership Interests held by the Manager or its affiliates shall be included in such vote. If additional classes are created and approved under Section 2.13 of the LLC Agreement, then the Majority Vote shall include such new investor classes for purposes of collective voting, such that the Majority Vote (A+B+D), and continuing to exclude the Manager's Class C Units.

Manager. As provided in Section 6.01 of the LLC Agreement. The initial Manager is TANGO RESARCH, LLC.

Member. A person admitted as a Member in the Company.

Membership Interest. An equity owner's (i) share of the Company's net profits, net loss and distributions pursuant to the LLC Agreement and the Act; (ii) share in allocations of income, gain, loss, deduction, credit or similar items; (iii) Capital Account; and, (iv) in the case of Membership Interests owned by Members, the right to vote and otherwise participate in the Company as provided in the LLC Agreement. The Membership Interests shall be adjusted as provided in the LLC Agreement. The Membership Interests shall be expressed in Units.

Memorandum. The Confidential Private Placement Memorandum of the Company dated September 23, 2019.

Offering Period [whether or not capitalized]. The period which begins on the date stated on the cover page of the Memorandum and terminates on July 31, 2020 (subject to an extension up to the end of December 31, 2020 by the Manager without notice to prior investors), or earlier if all the Units are sold or if the Manager otherwise decides to terminate the offering.

Person [whether or not capitalized]. An individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, government, governmental subdivision, agency, or instrumentality, or a separate legal entity comprised of two or more of these entities, or any other legal or commercial entity, and shall include all heirs, executors, administrators, legal representatives, successors and assigns of such person where permitted or required by the context.

Preferred Return under Section 5.01 of the LLC Agreement means: for Class A Members, an eleven percent (11%) ("Class A Preferred Return"), and for Class B Members, a ten percent (10%) ("Class B Preferred Return"), simple annual return (not compounded) on the aggregate amount of Total Capital Contributions made by such respective Member, calculated from the date of each Capital Contribution through the business day immediately preceding the date of the distribution, including all prior distributions made by the Company under Section 5.01. The Manager shall have no personal liability for the payment of the Preferred Return.

Regulation D. Rules 501 through 508 of the SEC as adopted pursuant to Section 4(a)(2) of the Act.

Regulation(s). The permanent, temporary, or proposed and temporary regulations of Department of the Treasury under the Code as such regulations may be changed from time to time.

SEC. The Securities and Exchange Commission.

Closing shall mean the acceptance by the Company of subscriptions for, and issuance to a Member of, Interests in the Company.

Closing Date shall mean any date on which a Closing occurs.

Subscription [whether or not capitalized]. The execution and delivery to the Company of a properly completed and executed investor questionnaire, subscription agreement and accredited investor verification or materials by a potential investor and the tender by such investor of the required cash payment for the Units which he wishes to purchase.

Super-Majority Vote(A+B) shall mean the affirmative vote or written consent of Members holder equal to or greater than sixty-seven percent (67%) or more of the outstanding Units or Membership Interests in Class A and Class B voting together as a combined class(A+B). Assignees shall not be considered Members entitled to vote for the purpose of determining a Super-Majority Vote(A+B). Class A and Class B Membership Interests held by the Manager or its affiliates shall be included in such vote. If additional classes are created and approved under Section 2.13 of the LLC Agreement, then the Super-Majority Vote shall include such new investor classes for purposes of collective voting, such that the Super-Majority Vote (A+B+D), and continuing to exclude the Manager's Class C Units.

Transfer. A transfer includes any sale, assignment, pledge, hypothecation, exchange or other transaction in which any record or beneficial interest in a Unit is transferred to another person. A transfer includes any change or aggregate changes of ten percent or more of the beneficial or record ownership of an entity that is a Member or that itself owns or controls a member. A transfer by operation of law shall mean any transfer in connection with a probate, bankruptcy, receivership, divorce or guardianship or similar proceeding.

Unit. The membership interest in the Company entitling the holder to all applicable rights and benefits under the LLC Agreement, including, but not limited to, an interest in the income, loss, distributions and capital of the Company to be allocated to holders of Units (sometimes referred to as "Unitholder(s)") as provided in the LLC Agreement.

Unreturned Capital Contributions. As to each Member, the aggregate Capital Contributions made by such Member minus all distributions paid to such Member excluding distributions for the Preferred Return.

Subscription Agreement

Exhibit A - Limited Liability Company Agreement

LLC AGREEMENT

LIMITED LIABILITY COMPANY AGREEMENT OF INTELLIS HEALTH LLC

A DELAWARE LIMITED LIABILITY COMPANY As

of _____, 2019

UNITS IN INTELLIS HEALTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR ANY OTHER APPLICABLE SECURITIES LAWS AND HAVE NOT OTHERWISE BEEN REGISTERED WITH OR QUALIFIED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR ANY OTHER JURISDICTION. THE UNITS ARE BEING SOLD IN RELIANCE UPON EXEMPTIONS FROM SUCH REGISTRATION OR QUALIFICATION REQUIREMENTS. THE UNITS MUST BE ACQUIRED FOR INVESTMENT ONLY AND CANNOT BE SOLD, PLEDGED, HYPOTHECATED, TRANSFERRED, ASSIGNED OR OTHERWISE DISPOSED OF AT ANY TIME EXCEPT IN COMPLIANCE WITH (i) THE RESTRICTIONS ON TRANSFERABILITY CONTAINED IN THIS AGREEMENT, AND (ii) APPLICABLE FEDERAL, STATE AND OTHER SECURITIES LAWS. THEREFORE, PURCHASERS OF THE INTERESTS WILL BE REQUIRED TO BEAR THE RISK OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

LIMITED LIABILITY COMPANY AGREEMENT
OF

INTELLIS HEALTH LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (the "Agreement") of **INTELLIS HEALTH LLC**, a Delaware limited liability company (the "Company"), is made by and among Tango Research LLC, a Connecticut limited liability company
(together with its successors and permitted assigns, the "Manager"), and those Persons admitted as members on the books and records of the Company (collectively the "Members," and each individually a "Member"). This Agreement shall be effective as of _____, 2019.

ARTICLE ONE DEFINED TERMS

The defined terms used in this Agreement shall, unless the context otherwise requires, have the meanings specified in "Schedule to Article One" attached hereto and made a part hereof. The singular shall include the plural and the masculine gender shall include the feminine and vice versa, as the context requires.

ARTICLE TWO FORMATION, PURPOSE, TERM

Section 2.l Formation. The Company was formed pursuant to the provisions of the Act and is to be operated pursuant this Agreement. The rights and liabilities of the Members shall be as provided in the Act, except as herein otherwise expressly provided.

Section 2.2 Name and Place of Business. The Company is and shall be conducted under the name of INTELLIS HEALTH LLC. The principal place of business of the Company is located at 100 Garden City Plaza, Ste 415, Weston CT 06883, or such other place as the Manager may from time to time determine and specify by prior notice to the Company.

Section 2.3 Purpose. The purpose and business of the Company shall be to (a) acquire a portfolio of distressed, below-market priced real estate, primarily including single-family housing of one to four units, near federally recognized Opportunity Zones (the "Properties"), in initially in Conroe, TX and Toledo, OH then to other secondary city markets, and such other locations as the Manager may deem suitable, (b) renovate, rent and eventually sell the Properties, and (c) engage in any activity that is incidental, necessary or appropriate to the foregoing. The Properties may include lender foreclosed REO (Real Estate Owned) houses and short sale, tax-defaulted, bankruptcy and preforeclosure properties, such as houses, condominiums, town homes, duplexes, multifamily units (up to six units) and other similar distressed properties.

Section 2.4 Rights. The rights and liabilities of the Members of the Company shall be as provided in the Act, except as otherwise expressly provided herein. In the event of any inconsistency between any terms and conditions contained in this Agreement and any nonmandatory provisions of the Act, the terms and conditions contained in this Agreement shall govern.

Section 2.5 Term. The term of the Company commenced on [June 25, 2019], the date the Certificate of Formation was filed with the Delaware Secretary of the State, and shall continue until the Company is dissolved pursuant to this Agreement. The existence of the Company as a separate legal entity shall continue until the filing of the Cancellation of the Certificate of Formation, as provided in the Act.

ARTICLE THREE CAPITAL ACCOUNTS; CAPITAL CONTRIBUTIONS

Section 3.1 Names and Addresses. The name, current mailing addresses, number of Units and Percentage Interest held by each Member are set forth in the Company's books and records.

Section 3.2 Units; Capital Contributions; Capital Accounts.

(a) *Units.* The Company is authorized to issue up to fourteen thousand nine hundred and ninety (14,990) Class A Units in the Company (the "Class A Units") at a purchase price of $1,000.00 per Unit. The Class A Units will represent 14,990/15,000 (or 99.933%) of the Units in the Company. The Manager will be issued ten Class B Units in the Company (the "Class B Units" and together with the Class A Units, the "Units") at a purchase price of $1.00 per Unit. The Class B Units will represent 10/15,000 (or 0.067%) of the Units in the Company. The Manager may also purchase and own Class A Units.

(b) *Capital Contributions by Members.* No Member shall be required, or without the consent of the Manager, be permitted, to contribute additional capital. The Members' aggregate Capital Contributions shall at all times be set forth in the Company's books and records.

(c) *Capital Accounts.* An individual Capital Account shall be established and maintained for each Member, including any Additional or Substituted Member, who shall or shall hereafter receive Units. The original Capital Account established for each such Additional or Substituted Member shall be, with respect to Additional Members determined in the same manner as the Capital Accounts of the original Members to this Agreement, and with respect to Substituted Members, in the same amount as the Capital Account of the Member who such Substituted Member succeeds; and, for the purposes of this Section 3.2, such Substitute Member shall be deemed to have made the Capital Contributions to the Company made by the Member which such Substituted Member succeeds.

Section 3.3 Company Capital. Except as otherwise provided below, no Member shall have the right to withdraw, or receive any return of, its Capital Contribution. Under circumstances requiring a return of any Capital Contribution, no Member shall have the right to receive property other than cash except as may be specifically provided in this Agreement.

Section 3.4 Liability of Members. Except as otherwise required by any non-waivable provision of the Act or other applicable law, no Member shall be personally liable in any manner whatsoever for any debt, liability or other obligation of the Company, whether such debt, liability or other obligation arises in contract, tort or otherwise.

Section 3.5 Member Loans. No Member shall be required or, except with the prior written consent of the Manager, permitted to make any loans or otherwise lend any funds to the Company. No loans made by any Member to the Company shall have any effect on such Member's Units or Percentage Interest, such loans representing a debt of the Company payable or collectible solely from the assets of the Company in accordance with the terms and conditions upon which such loans were made.

ARTICLE FOUR DISTRIBUTIONS

Section 4.1 Distributions of Available Cash. Except as otherwise provided in Article Eight and Section 4.6 below, Available Cash shall be distributed to the Members in accordance with this Article Four, at such times and in such amounts as determined by the Manager. To the extent that Available Cash is distributed, it shall be distributed as follows:

First, one hundred percent (100%) of Available Cash to the Class A Members in proportion to their respective Total Investment until each Class A Member has received, on a cumulative basis, an annual preferred return equal to seven percent (7%) (without any compounding) of such Class A Member's Total Investment;

Second, eighty percent (80%) of Available Cash to the Class A Members in proportion to their respective Total Investment and twenty percent (20%) of Available Cash to the Class B Member, until each Class A Member has received, on a cumulative basis, an additional annual preferred return equal to one percent (1%) (without any compounding) of such Class A Member's Total Investment, taking into account all prior distributions; and

Third, fifty percent (50%) to the Class A Members in proportion to their respective Total Investment and fifty percent (50%) to the Class B Member as an additional incentive distribution.

Section 4.2 Distributions Upon Liquidation. Distributions made in conjunction with the final liquidation of the Company, including, without limitation, the net proceeds of a Terminating Capital Transaction, shall be applied or distributed as provided in Article Eight hereof.

Section 4.3 Distributions in Kind. Except as set forth in Article Eight of this Agreement, no right is given to any Member to demand or receive property other than cash. The Manager may cause the Company to make a pro rata distribution in kind of Company Assets to the Members, and such Company Assets shall be distributed in such a fashion as to ensure that the fair market value thereof is distributed and allocated in accordance with this Article Four and Article Eight hereof; provided, however, that subject to Article Eight, no Member may be compelled to accept a distribution consisting, in whole or in part, of any Company Assets in kind unless the ratio that the fair market value of such distribution in kind bears to such Person's total distribution does not differ from the ratio that the fair market value of similar distributions in kind bear to the total distributions of other Persons receiving distributions concurrently therewith (if any). The Company shall not make a non pro rata distribution in kind of Company Assets without the consent of all of the Members.

Section 4.4 Limitations on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Person in violation of the Act.

Section 4.5 Withholding. The Company may withhold distributions or portions thereof if it is required to do so by any applicable rule, regulation, or law, and each Member hereby authorizes the Company to withhold from or pay on behalf of or with respect to such Person any amount of federal, state, local or foreign taxes that the Company Representative determines that the Company is required to withhold or pay with respect to any amount distributable or allocable to such Person pursuant to this Agreement. Any amounts withheld or paid pursuant to this Section 4.5 shall be treated as having been distributed to such Person.

Section 4.6 Distributions for the Payment of Taxes. Subject to Section 4.4, but notwithstanding Section 4.1, and only to the extent such requirements have not already been satisfied by the distributions made pursuant to Section 4.1 if the Company has Available Cash, the Manager shall make "Tax Distributions" to the Members during the fiscal year in an amount equal to the product of (i) the Member's (or in the case of a Member that is a pass-through entity for income tax purposes, the equity holders of such Member who are responsible for payment of such income tax liability) proportionate allocation of the Company's taxable income (calculated as though the Company were a stand-alone entity for federal income tax purposes) during such period as reported to the Member by the Company on the Member's IRS Schedule K-1 for the Company for such period and (ii) an assumed effective federal, state and local

tax rate of forty percent (40%). Any Tax Distributions shall be treated as preliminary distributions of, and shall offset, future distributions by the Company to the Members pursuant to Section 4.1 or Article Eight.

ARTICLE 5 ALLOCATIONS OF NET PROFITS AND NET LOSSES

Section 5.1 General Allocation of Net Profits and Losses.

(a) *Generally*. Profits and Losses shall be determined and allocated with respect to each fiscal year of the Company as of the end of such fiscal year. Subject to the other provisions of this Agreement, an allocation to a Member of a share of Profits or Losses shall be treated as an allocation of the same share of each item of income, gain, loss or deduction that is taken into account in computing Profits or Losses.

(b) *"Forced" Allocations*. Subject to the other provisions of this Agreement, for purposes of adjusting the Capital Accounts of the Members, Profits, Losses and any other items of income, gain, loss and deduction for any fiscal year shall be allocated for purposes of adjusting the Capital Accounts of the Members in a manner such that the adjusted Capital Account of each Member, immediately after making such allocation is, as nearly as possible, equal (proportionately) to the distributions that would be made to such Member pursuant to Section 4.1 if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their Gross Asset Value, all Company liabilities were satisfied (limited with respect to each Nonrecourse Liability to the Gross Asset Value of the asset securing such liability), and the net assets of the Company were distributed in accordance with Section 4.1 to the Members immediately after making such allocation.

(c) *Final Terminating Allocations.* Notwithstanding Section 5.1(b) but subject to Section 5.2, Profits and Losses (and if necessary items thereof) arising in the year in which there is a liquidation of the Company pursuant to Article Eight shall be allocated in a manner such that the adjusted Capital Account of each Member, immediately after making such allocation is, as nearly as possible, equal (proportionately) to the distributions that would be made to such Member pursuant to Article Eight.

Section 5.2 Capital Account Maintenance. The Capital Account for each Member shall be subject to the regulatory allocations set forth in "Schedule 5.2" of this Agreement.

Section 5.3 Tax Allocations.

(a) Except as provided in Section 5.3(b) hereof, for income tax purposes under the Code and the Regulations, each Company item of income, gain, loss and deduction shall be allocated among the Members in the same manner as their correlative item of "book" income, gain, loss or deduction is allocated pursuant to this Article Five.

(b) Tax items with respect to Company Assets that are contributed to the Company with a Gross Asset Value that varies from its basis in the hands of the contributing Member immediately preceding the date of contribution shall be allocated among the Members for income tax purposes pursuant to Regulations promulgated under Code Section 704(c) so as to take into account such variation. The Company shall account for such variation under any method approved under Code Section 704(c) and the applicable

Regulations as chosen by the Tax Matters Member, including the "remedial allocation method," as described in Regulations Section 1.704-3(d). If the Gross Asset Value of any Company Asset is adjusted pursuant to Schedule 1 attached hereto: (i) subsequent allocations of income, gain, loss and deduction with respect to such Company Asset shall take account of any variation between the adjusted basis of such Company Asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations promulgated thereunder under any method approved under Code Section 704(c) and the applicable Regulations as chosen by the Tax Matters Member, including the "remedial allocation method" as described in Regulations Section 1.704-3(d); and (ii) the Members' Capital Accounts shall be adjusted in accordance with Regulations Section 1.704-1(b)(2)(iv)(g) for allocations to them of income, gains, losses and deductions. Allocations pursuant to this Section 5.3(b) are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profits, Losses and any other items or distributions pursuant to any provision of this Agreement.

Section 5.4 Other Provisions.

(a) For any fiscal year during which any Units are transferred between or among the Members, or to another Person, the portion of the Profits, Losses and other items of income, gain, loss, deduction and credit that are allocable with respect to such Units shall be apportioned between the transferor and the transferee under any method allowed pursuant to Section 706 of the Code and the applicable Regulations as determined by the Tax Matters Partner.

(b) For purposes of determining a Member's proportional share of the Company's "excess nonrecourse liabilities" within the meaning of Regulations Section 1.7523(a)(3), each Person's interest in Profits shall be such Person's Percentage Interest.

(c) The Members acknowledge and are aware of the income tax consequences of the allocations made by this Article Five and hereby agree to be bound by the provisions of this Article Five in reporting their shares of Profits, Losses and other items of income, gain, loss, deduction and credit for federal, state and local income tax purposes.

ARTICLE SIX

RIGHTS, POWERS AND DUTIES OF THE MANAGER; OPERATIONS Section 6.1

Management.

(a) The Company shall be managed by one Manager who shall be Tango Research LLC, a Connecticut limited liability company (the "Manager"). If the Manager resigns or is unable to serve as a manager for any reason, the Members shall choose a substitute Manager by the vote of Members holding greater than fifty percent (50%) of the outstanding Class A Units.

(b) No Member (except one that is also a Manager and only in its, his or her capacity as Manager) shall participate in, or have any control over, the business or affairs of the Company nor shall any Member have the power or authority to act for or bind the Company.

Section 6.2 Duties and Obligations of the Manager.

(a) The operating management of the Company shall be conducted by the Manager. Except as otherwise specifically provided herein, the Manager shall take all action that may be necessary or appropriate to effectuate the purpose of the Company. The Manager may take any action, and execute any and all contracts, documents or instruments which are necessary or incidental to the management of the Company, without the consent of the Members, to the extent not prohibited by the Act, including without limitation (i) acquiring any assets, (ii) creating one or more subsidiaries to hold title and operate one or more Properties, (iii) approving the terms of any financing (including any mortgage or other encumbrance), (iv) the sale of any or all assets of the Company, including a Terminating Capital Transaction, (v) the merger, consolidation or other restructuring of the Company, and (vi) filing a voluntary petition for bankruptcy.

(b) The Manager shall prepare from time to time and file such certificates (or amendments thereto) and other similar documents as they deem necessary to cause such certificates or other documents to reflect accurately the agreement of the Members, the identity of the Members, and the amounts of their respective Capital Contributions.

(c) The Manager shall cause the Company to comply with all applicable federal and state laws, rules and regulations. The Manager shall be under a fiduciary duty to conduct the affairs of the Company in the best interests of the Company and its Members, and shall at all times act with integrity and in the utmost good faith, and exercise due diligence in all activities relating to the conduct of the business of the Company.

Section 6.3 Reliance. Any Person dealing with the Company or the Manager may rely upon a certificate signed by the Manager, as to:

(a) the identity of the Manager, or any Member;

(b) the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Manager, or in any other manner germane to the affairs of the Company;

(c) the Persons who are authorized to execute and deliver any instrument or document of the Company; or

(d) any act or failure to act by the Company, or as to any other matter whatsoever involving the Company or the Manager.

Section 6.4 Annual Management Fee. The Company will pay an annual management fee to the Manager, pursuant to the terms of a separate management agreement, for its services hereunder, initially in an amount equal to $250,000 and when total amount is raised ($15,000,000) 2% of the assets of the Company, based on the amount of capital raised, and subject to annual increases as described below. Beginning in the fourth year of operations, such amount shall be increased by the percentage increases in net operating income ("NOI") for the previous year over the NOI of the year preceding the previous year, if any. Any such increase will be determined during the first quarter of the year for which such increase is to take effect, and shall be retroactive to January 1 of such year. There will be no decrease in the management fee payable to the Manager as the result of any such calculation. One twelvth ($1/12^{th}$) of the management fee will be paid on the first day of each month, in advance.

Section 6.5 Power to Delegate Authority; Broker-Dealer; Property Manager.

(a) The Manager may delegate any of its powers, rights and obligations

hereunder, and may appoint, employ, contract or otherwise deal with any Person for the transaction of the business of the Company, which Person may, under supervision of the Manager, perform any acts or services for the Company as the Manager may approve, in all cases without any approval of the Members.

(b) Without limiting the generality of the foregoing, the Manager may engage registered broker-dealers and cause the Company to pay commissions pursuant to appropriate broker dealer agreements. The Manager may also engage the services of one or more property managers, and it or any of its Affiliates may act as a property manager (in such capacity, the "Property Manager") and in such capacity may provide certain management, advisory and administrative services to the Company pursuant to an appropriate property management agreement. To the extent that the Manager or any of its Affiliates acts as a licensed real estate broker and procures new rentals or renewals of existing leases (which actions may also be otherwise performed by a third party), the Manager or such Affiliate shall receive a commission for such services paid by third parties.

(c) The Company shall pay the Manager or its Affiliates, in connection with its, his or her role in procuring financing, refinancing or a purchaser of any one of the Properties an aggregate fee of up to ½ of one percent (.5%) of the amount so financed or refinanced, as the case may be, in each case, to the extent a third party is not also entitled to a fee with respect to any such financing or refinancing.

(d) Any fees and expenses paid to the Manager, the Property Manager, or any of their respective Affiliates pursuant to this Section 6.5 shall be generally commensurate with the amount the Company would be required to pay to unrelated third parties for providing similar services. In addition, any such fees and expenses may be deferred or paid concurrently with the provisions of such services. An affiliate of the Manager or the Property Manager may also be entitled to a brokerage fee from the seller of any one of the Properties.

Section 6.6 Compensation. Except as set forth in this Agreement or a separate agreement as described in Section 6.4 or 6.5, the Manager shall not receive any compensation for its services. However, the Manager shall be reimbursed by the Company for any funds advanced by the Manager to pay for expenses of the Company. Such expenses shall include but not be limited:

(a) All costs and expenses associated with acquiring and developing the Properties;

(b) Legal, accounting, consulting, finder's, insurance, registration or other similar fees and expenses;

(c) All fees and expenses incurred by the Manager or its Affiliates that provide services with respect to the Company or the Properties;

(d) Commissions or brokerage fees or similar charges associated with the acquisition, developing, holding and disposition of the Properties;

(e) Taxes, fees, expenses or other governmental charges levied against the Company or the Properties, including without limitation expenses associated with obtaining any necessary certificates of occupancy, licenses or operating permits; and

(f) All costs and expenses associated with the ownership, operation, leasing,
management, financing, refinancing, maintenance, repair and capital improvement of the Properties.

Section 6.7 Other Activities. Except to the extent set forth in any other written agreement between the Company and any Member or the Manager, a Member or Manager or any officer, director, employee, shareholder or other person holding a legal or beneficial interest in any entity which is a Member or Manager, may engage in, or possess an interest in, other business ventures of every nature and description, independently or with others. Without limiting the generality of the foregoing, the Manager and its Affiliates may engage independently or with others in other business ventures of every nature or description including, without limitation, the ownership, operation, management, syndication, sale, brokerage, and development of real estate (including competing projects or services for other properties), and neither the Company nor any Member shall have any rights in and to such independent ventures or to the income or profits derived therefrom.

Section 6.8 Officers. The Manager may designate one or more persons, including, without limitation, any one or more Members or their Affiliates, from time to time to execute, deliver and perform in the name and on behalf of the Company (each such person, an "Officer") agreements, instruments and documents authorized by the Manager and to carry out the Company's day to day affairs, in all cases subject to the Manager's authority. The initial officers of the Company shall be Faruk Khwaja and Nick Malino, as Co-Managers. Each Officer shall serve until his or her successor is duly elected as provided, or if earlier, until his or her death, resignation, removal or vacancy in any office because of death, resignation, removal, any other cause shall, if desired by the Manager, be filled for the unexpired portion of the term in the manner prescribed in this Agreement for the regular appointment to such office. Any Officer may resign at any time by notifying the Manager in writing. Such resignation shall take effect upon receipt of such notice or at such later time as is therein specified, and unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective. The appointment of an individual as an Officer shall not of itself create a right to any employment with the Company. The Manager may remove any Officer, at any time, with or without cause.

Section 6.9 Liability and Indemnification.

a. The Company shall indemnify and hold harmless each Member, the Manager, and their respective Affiliates, and each officer of the Company (individually, an "Indemnitee") to the fullest extent permitted by law from and against any and all losses, claims, demands, costs, damages, liabilities, joint and several, expenses of any nature (including attorney's fees and disbursements), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnitee may be involved, or threatened to be involved as a party or otherwise, relating to the performance or nonperformance of any act concerning the activities of the Company (other than guaranties and/or indemnities provided by the Manager or any of its Affiliates, individually, in favor of a mortgage loan lender); *provided, however,* that the provisions of this Section 6.9 shall not provide indemnification for, or eliminate or limit the liability of, a Person if (i) such

Person's acts or omissions were committed in bad faith, (ii) such Person's acts or omissions involved gross negligence, intentional misconduct or a knowing violation of law, or (iii) such Person personally gained in fact a financial profit or other advantage to which such Person was not legally entitled. The termination of an action, suit or proceeding by judgment, order, settlement, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption or otherwise constitute evidence that the Indemnitee acted in a manner contrary to that specified in clauses (i), (ii) or (iii) above.

(a) Expenses incurred by an Indemnitee in defending any claim, demand,

(b) action, suit or proceeding subject to this Section 6.9 shall be advanced by the Company prior to the final disposition of such claim, demand, action, suit, or proceeding upon receipt by the Company of a written commitment by or on behalf of the Indemnitee to repay such amount if it shall be determined that such Indemnitee is not entitled to be indemnified as authorized in this Section 6.9.

(c) Any indemnification provided hereunder shall be satisfied solely out of the assets of the Company, as an expense of the Company. No Person shall be subject to personal liability by reason of these indemnifications provided to a mortgage loan lender by the Manager of any of its Affiliates, individually, the Members shall be required to make additional Capital Contributions to the Company, in accordance with the respective Percentage Interests, in an amount not to exceed, in the aggregate, and amounts previously distributed to the Members of the Company.

(d) The provisions of this Section 6.9 are for the benefit of the Indemnitees and shall not be deemed to create any rights for the benefit of any other Person.

(e) To the extent that a Member, the Manager, or any Affiliate thereof, or any officer, director, employee or agent of any of the foregoing or of the Company (each, a "Responsible Party") has, at law or in equity, duties (including, without limitation, fiduciary duties) to the Company, any other Member, or other Person bound by the terms of this Agreement, such Responsible Parties acting in accordance with this Agreement shall not be liable to the Company, any Member, or any such other Person for his good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties of a Responsible Party otherwise existing at law or in equity, are agreed by all parties hereto to replace such other duties to the greatest extent permitted under applicable law.

(f) Whenever a Responsible Party is required or permitted to make a decision, take or approve an action, or omit to do any of the foregoing: (a) in its discretion, under a similar grant of authority or latitude, or without an express standard of behavior (including, without limitation, standards such as "reasonable" or "good faith"), then such Responsible Party shall be entitled to consider only such interests and factors, including its own, as it desires, and shall have no duty or obligation to consider any other interests or factors whatsoever, or (b) with an express standard of behavior (including, without limitation, standards such as "reasonable" or "good faith"), then such Responsible Party shall comply with such express standard but shall not be subject to any other, different or additional standard imposed by this Agreement or otherwise applicable law.

Section 6.10 Confidentiality.

(a) "Confidential Information" includes, but is not limited to, matters of a confidential business nature, trade secrets, information about finances, costs and profits, business plans, marketing and advertising plans and strategies, purchasing information, vendor information, pricing information, cost data,

secret processes, know-how, techniques, systems, designs, plans of the Company to expand its business, personnel information, records and/or other confidential or proprietary information belonging to the Company relating to the business and enterprise of the Company or otherwise not expected to be known to outsiders or competitors, whether provided to a Member orally or in writing, and whether provided prior to or during such time such Member or Manager is a member of the Company. Information also will be deemed Confidential Information in every case where either a reasonable person would understand it to be confidential or the Company has identified it as confidential.

(b) Each Member agrees and covenants, unless otherwise approved by the Manager (i) to treat all Confidential Information as strictly confidential; (ii) not to directly or indirectly disclose, publish, communicate or make available Confidential Information, or allow it to be disclosed, published, communicated or made available, in whole or part, to any Person whatsoever not having a need to know and authority to know and use the Confidential Information in connection with the business of the Company and, in any event, not to anyone (other than the Members, the Manager, employees or service providers) except as required in the performance of such Member's authorized duties to the Company or with the prior consent of the Manager in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent); and (iii) not to access, use or exploit any Confidential Information, and not to copy any documents, records, files, media or other resources containing any Confidential Information, except with the prior consent of the Manager in each instance (and then, such disclosure shall be made only within the limits and to the extent of such duties or consent).

(c) Notwithstanding the foregoing, a Member may disclose Confidential Information (i) if such information was already known to such Member prior to disclosure to such Member other than from a source who was prohibited from making such disclosure by a legal, contractual or fiduciary obligation to the Company, or (ii) if such information becomes publicly known without fault of such Member, or where such Member is obligated to disclose such information by operation of law.

ARTICLE SEVEN

TRANSFERABILITY OF UNITS *Section 7.1* *General Provisions.*

(a) Any Transfer by a Member of Units must be in accordance with, and permitted by, the provisions of this Article Seven, including, without limitation, the following general provisions:

(i) In the opinion of legal counsel reasonably acceptable to the Manager, the Transfer: (1) may be effected without registration of the Units under the United States Securities Act of 1933; or, if registration is required, the party seeking the Transfer shall pay all costs of registration; (2) does not violate any federal or state securities laws (including any investment suitability standards) or any foreign laws; (3) does not result in an acceleration or default under any contractual obligation of the Company; and (4) will not cause a termination of the Company within the meaning of Section 708 of the Code.

(ii) Any Member may make Transfers to Permitted Transferees at any time subject to compliance with this Section 7.1. A Transfer to a Permitted Transferee shall not be effective until such Permitted Transferee becomes a signatory to this Agreement.

(iii) The limitations on Transfer set forth in this Article Seven shall continue to apply to the Units so transferred regardless of whether the transferee is admitted as a Substituted Member.

(iv) Any Transfer of a Member's Units other than in accordance with the provisions of this Article Seven shall be null and void and of no effect.

(b) Prior to December 31, 2022, the admission of a transferee, who is not already a Member, as a Substituted Member shall be subject to the consent of the Manager. A Person who acquires all or a portion of a Member's Units but is not admitted as a Substituted Member, or who acquired only the right to distributions of cash from the Company, shall only be entitled to the allocations and distributions with respect to such Units in accordance with this Agreement, but shall have no right to any information or accounting of the affairs of the Company, shall not be entitled to inspect the records or books of the Company, and shall not have any other rights of a Member under the Act or the Agreement.

Section 7.2 Involuntary Withdrawals

Except as otherwise provided in Section 7.3 below, if there shall be an Involuntary Withdrawal of a Member:

(a) The successor of the withdrawn Member shall take and hold said Units subject to this Agreement and to all the obligations and restrictions upon the Member from whom said Units were acquired but such successor shall not be deemed to be a Member of the Company and shall not be entitled to vote upon matters coming before the Members, including any decisions to be made pursuant to this Section 7.2, or otherwise participate in the Company other than the right to receive such distributions as the Company make in respect of the Units held by such successor, unless such successor is a Permitted Transferee.

(b) The Member from whom said Units were transferred (the "Withdrawn Member") or the transferee shall, within five (5) days of the date giving rise to the Involuntary Withdrawal, give Notice to the Manager and the Company stating when the Involuntary Withdrawal occurred, the reason therefor, the Units transferred which shall be only all the Units of the withdrawn Member (the "Transferred Units"), and the name, address and capacity of the transferee. The Company shall have the option, exercisable upon notice within forty-five (45) days after receipt of such notice, to purchase all or any part of the Transferred Units at fair market value, as determined in good faith by the Manager (the "Purchase Price"). The Purchase Price to be paid pursuant to this Section 7.2(b) may, at the option of the Company, be paid all in cash at the time of the Transfer, or twenty percent (20%) in cash at the time of the Transfer and the balance payable in sixty (60) equal monthly installments of principal with interest, commencing upon the closing date of the Transfer, on the unpaid principal balance at that minimum rate sufficient to avoid application of the imputed interest rules established pursuant to Section 483 of the Code to be evidenced by a negotiable promissory note, in form and content reasonably determined by the Company's counsel

(c) If notice shall have been duly given by the Withdrawn Member or the transferee pursuant to this Section 7.2, and if the Company shall fail to purchase all of the Transferred Units by exercise of its option, then the transferee may retain the Units but shall not become a Substituted Member except in accordance with Section 7.1 above.

Section 7.3 Certain Involuntary Withdrawals by Reason of Death, Dissolution, etc. If there is an Involuntary Withdrawal by reason of any of the events set forth in the definition of Involuntary Withdrawal - Subsections (viii) through (xi) inclusive and as a result of such Involuntary Withdrawal the Units held by the Withdrawn Member are Transferred to such Member's Permitted Transferees, the Permitted Transferees shall be entitled to become parties to the this Agreement and shall be admitted as Substituted Members of the Company, the provisions of Section 7.1(b) notwithstanding.

Section 7.4 Assignments. Any Member may assign his Units to another Person, but in the absence of compliance with the provisions of Article Seven, any assignee shall be entitled only to the distributions the Member would be entitled to pursuant to Articles Four and Eight and such assignee shall not by virtue of said assignment become a Member of the Company, or a party to this Agreement or have any rights to the Units or to participate in any way in the management of the Company. No assignment shall cause the Company to dissolve. Until any assignee becomes a Member in accordance with Article Seven below, the assignor shall continue to be a Member and shall exercise all rights with respect to the Units.

Section 7.5 Right of First Refusal.

(a) If any Member (the "Offering Member") desires to Transfer all or a portion of such Member's Units to a bona fide third party transferee (other than to a Permitted Transferee which, for clarity, shall not be subject to this Section 7.5), the Offering Member shall deliver a written notice (the "Offer Notice") to the Manager. The Offer Notice shall specify the portion of the Offering Member's Units desired to be Transferred (the "Offered Units") and shall set forth all material terms and conditions, including, without limitation, the purchase price, on which the Offering Member desires to Transfer the Offered Units. Pursuant to this Section 7.5, the Manager or its designee shall have the right of first refusal to purchase all, but not less than all, of the Offered Units.

(b) No later than ten (10) business days following the Manager's receipt of the Offer Notice from the Offering Member, the Manager (or its designee) and the Offering Member shall negotiate in good faith to agree on a purchase price and other material terms and conditions of the Offered Units. If the Manager (or its designee) and the Offering Member cannot agree on the purchase or other material terms and conditions, within sixty (60) days following the Manager's receipt of the Offer Notice, then the Offering Member may Transfer the Offered Units, at a price per Unit not less than that specified in the Offer Notice and on other terms and conditions which are not materially more favorable in the aggregate to the prospective third party purchaser than those specified in the Offer Notice; provided that such Transfer occurs within one hundred twenty (120) days after delivery of the Offer Notice and the Manager consents to such third-party purchaser becoming a Member.

(c) If, pursuant to this Section 7.5, the Manager (or its designee) and the Offering Member agree on the purchase price and other material terms and conditions of the Offered Units, the closing of the purchase of the Offered Units by the Company and the Exercising Members shall take place, and all payments from the Company and the Manager (or its designee) shall be delivered to the Offering Member, within ninety (90) days after delivery of the Offer Notice. At the closing, the Offering Member shall deliver to the Manager (or its designee) one or more certificates representing the Offered Units, properly endorsed for transfer or accompanied by duly and validly executed stock powers endorsed in blank, free and clear of liens and encumbrances.

Section 7.6 Drag-Along Rights.

(a) Notwithstanding anything to the contrary contained in this Agreement, if the Manager determines to sell the Company, in a single transaction or a series of related transactions, of one hundred percent

(100%) of the Units to one or more third parties, or to cause the Company to merge or consolidate with, or sell all or substantially all of its assets to, one or more third parties (such transaction, a "Drag-Along Transaction"), the Manager shall provide each Member a written notice specifying (i) the consideration to be received by the Members on a per Unit basis (it being agreed that the consideration shall be allocated to the Members as described in Article Eight) and any other material terms and conditions of the Drag-Along Transaction, (ii) the identity of the other Person or Persons party to the transaction(s), and (iii) the date of completion of the Drag-Along Transaction.

(b) With respect to such Drag-Along Transaction, the Members shall (i) be deemed to have voted all of their Units in favor of such Drag-Along Transaction, (ii) be deemed to have waived all applicable consent rights, veto rights, appraisal or dissenters' rights, or other similar protective provisions, and (iii) take all actions and execute all documents reasonably necessary to consummate such Drag-Along Transaction.

(c) With respect to such Drag-Along Transaction, each Member shall only be required to execute transaction documents specifically related to the Transfer of such Member's Units, and such Member shall only be required to make individual representations and warranties with respect to its title to and ownership of the applicable Units, authorization, execution and delivery of relevant documents and enforceability of such documents against the Member; provided that all representations, warranties, covenants and indemnities shall be made by such Member severally and not jointly and any indemnification obligation shall be pro rata based on the consideration received by such Member, in each case in an amount not to exceed the aggregate proceeds received by such Member in connection with the Drag-Along Transaction. At the closing of the Drag-Along Transaction, each Member shall deliver title to such Member's Units free and clear of liens and encumbrances.

(d) Each Member hereby grants to each Manager a limited power of attorney to execute any and all documents necessary to carry out the intent of this Section 7.6 if any Member fails to execute and deliver after a reasonable period of time any document or instrument or fails to take any required action to consummate the Drag-Along Transaction. It is expressly intended by each Member that the power of attorney granted by this Section 7.6(d) is coupled with an interest, shall be irrevocable, and shall survive and shall not be affected by the subsequent disability or incapacity of such Member (or if such Member is a corporation, partnership, trust, association, limited liability company or other legal entity, by the dissolution or termination thereof) or by the Transfer (if any) of the Member's Units in the Company.

ARTICLE EIGHT DISSOLUTION, LIQUIDATION AND TERMINATION OF THE COMPANY

Section 8.1 Limitations. The Company may be dissolved, liquidated, and terminated only pursuant to the provisions of this Article Eight, and the parties to this Agreement do hereby irrevocably waive, to the fullest extent permitted by law, any and all other rights they may have to cause a dissolution of the Company or a sale or partition of any or all of the Company Assets. The bankruptcy of a Member (as defined in the Act) will not cause the Company to be dissolved and its affairs wound up, and upon the occurrence of such an event, the business of the Company shall be continued without dissolution. The Members waive any rights that they may have under the Act to agree in writing to dissolve the Company upon the occurrence of an event that causes a Member to cease to be a member of the Company.

Section 8.2 Events Causing Dissolution. The Company shall dissolve upon the happening of any of the following events:

(a) the occurrence of a Terminating Capital Transaction;

(b) the unanimous consent of the Members (including the Class B Member) to dissolve the Company; or

(c) the happening of any other event causing the dissolution of the Company under the laws of the State unless all of the remaining Members have the power to, and do consent to the continuation of the business of the Company;

Section 8.3 Effect of Dissolution. Dissolution of the Company shall be effective on the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until the Company has filed for such dissolution with the State and the assets of the Company have been distributed as provided in Section 8.5.

Section 8.4 No Capital Contribution Upon Dissolution. Each Member shall look solely to the assets of the Company for all distributions with respect to the Company, his Capital Contribution thereto, his Capital Account and his share of Profits or Losses, and shall have no recourse therefor (upon dissolution or otherwise) against any other Member. Accordingly, if any Member has a deficit balance in his Capital Account (after giving effect to all contributions, distributions and allocations for all taxable years, including the year during which the liquidation occurs), then such Member shall have no obligation to make any Capital Contribution with respect to such deficit, and such deficit shall not be considered a debt owed to the Company or to any other person for any purpose whatsoever.

Section 8.5 Liquidation. Upon dissolution of the Company, the Manager or other liquidating agent thereunto duly authorized shall liquidate the assets of the Company and after making all related allocations of Profit and Loss required by Article Four shall apply and distribute the proceeds thereof in the following order of priority:

First, in satisfaction of the obligations of the Company, to the expenses of liquidation, and to setting up the foregoing working capital reserve;

a) *Second*, one hundred percent (100%) of Available Cash to the Class A Members in proportion to their respective Total Investment until each Class A Member has received, on a cumulative basis, an annual preferred return equal to seven percent (7%) (without any compounding) of such class A Member's Total Investment, then;
b) *Third*, to the Class A Members in proportion to their Total Investment until each Class A Member has received a return of all its contributed capital;
c) *Fourth*, fifty percent (50%) to the Class A members in proportion to their respective Total Investment and fifty percent (50%) to the Class B holders.

ARTICLE NINE

BOOKS AND RECORDS; ACCOUNTING; TAX ELECTIONS; ETC.

Section 9.l Books and Records.

(a) The books and records of the Company shall be maintained in accordance with procedures usual and customary in view of the accounting method adopted by the Company. These and all other records of the Company, including a list of the names, addresses, number of Units and Percentage Interest of all Members, shall be kept at the principal office of the Company and shall be available for examination there by any Member, or his duly authorized representatives, at any and all reasonable times.

(b) The accountants shall report on the annual financial statements to the Members and prepare for execution by the Manager all tax returns of the Company.

(c) The Company will provide each Member semi-annual management reports.

Section 9.2 Accounting and Fiscal Year. All decisions as to accounting matters except as specifically provided to the contrary herein shall be made by the Manager. The Company's taxable fiscal year shall be the calendar year.

Section 9.3 Bank Accounts. The bank accounts of the Company shall be maintained in such banking institutions as the Manager shall determine, and withdrawals shall be made only in the regular course of Company business on such signature or signatures as the Manager may determine. All deposits and other funds not needed in the operation of the business may be deposited in savings, checking or non-interest bearing accounts or invested in (a) certificates of deposits issued by banking institutions with a net worth in excess of $l00 million or (b) securities issued or guaranteed by the United States Government or any agency or department thereof.

Section 9.4 Tax Elections. The Company shall make elections for U.S. federal income tax purposes as follows:

(a) The Company shall elect to use such method of depreciation as the Manager shall determine to be most advantageous to the Members.

(b) In the event of a transfer of all or any Units of a Member, the Company may elect pursuant to Section 754 of the Code to adjust the basis of the Company's property. Except insofar as an election pursuant to Section 754 has been made with respect to the Units of any Member, the determination of Profits, Loss and Available Cash shall be made as provided for in this Agreement. With respect to any Member whose Units have been affected by an election pursuant to Section 754, appropriate adjustments shall be made in order to determine his share of Profits and Loss, but such adjustment shall not affect the share of Profits and Loss otherwise allocable to the other Members. Each Member agrees to furnish the Company with all information necessary to give effect to such election.

Section 9.5 Company Representative.

(a) Intellis Management LLC is hereby designated as the "Company Representative" under 6223 of the Code as in effect pursuant to the Bipartisan Budget Act of 2015 (the "Budget Act"), and the Manager and the Company shall take any and all action required under the Code or Treasury Regulations, as in effect from time to time, to designate the Manager as the Company Representative.

(b) The Company Representative shall have and perform all of the duties required under the Code, including the following duties:

(i) Furnish the name, address, profits interest, and taxpayer identification number of each Member to the IRS; and

(ii) Within ten (10) days after the receipt of any correspondence or communication relating to the Company or a Member from the IRS, the Company Representative shall forward to each Member a photocopy of all such correspondence or communication. The Company Representative shall, within ten (10) days thereafter, advise each Member in writing of the substance and form of any conversation or communication held with any representative of the IRS.

(c) If the Company Representative is not the Manager, the Company Representative shall not without the prior written consent of the Manager:

(i) Extend the statute of limitations for assessing or computing any tax liability against the Company (or the amount or character of any Company tax items);

(ii) Settle any audit with the IRS concerning the adjustment or readjustment of any company item(s) (within the meaning of Section 6231(a)(3) of the Code);

(iii) File a request for an administrative adjustment with the IRS at any time or file a petition for judicial review with respect to any such request;

(iv) Initiate or settle any judicial review or action concerning the amount or character of any company tax item(s) (within the meaning of Section 6231(a)(3) of the Code);

(v) Intervene in any action brought by any other Member for judicial review of a final adjustment; or

(vi) Take any other action not expressly permitted by this Article Nine on behalf of the Members of the Company in connection with any administrative or judicial tax proceeding.

(d) In the event of any Company-level proceeding instituted by the IRS pursuant to Sections 6221 through 6233 of the Code, if the Company Representative is not the Manager, the Company Representative shall consult with the Manager regarding the nature and content of all action and defense to be taken by the Company in response to such proceeding. The Company Representative also shall consult with the Manager regarding the nature and content of any proceeding pursuant to Sections 6221 through 6233 of the Code instituted by or on behalf of the Company (including the decision to institute proceedings, whether administrative or judicial, and whether in response to a previous IRS proceeding against the Company or otherwise).

(e) If the Company Representative is not the Manager, the Company Representative shall comply with any request by the Manager to commence an IRS action or appeal an adverse IRS determination involving the Property or the Company.

(f) The Company shall indemnify and reimburse the Company Representative for all expenses, including legal and accounting fees, claims, liabilities, losses and damages incurred in connection with any administrative or judicial proceeding with respect to the tax liability of the Company or the Members. The taking of any action and the incurring of any expense by the Company Representative in connection with any such proceeding, except to the extent required by law, is a matter in the sole discretion of the Company Representative (as applicable) and the provisions on limitations of liability of Manager and indemnification set forth in Section 6.7 shall be fully applicable to the Company Representative or the Manager in its capacity as such.

(f) If the Company is not subject to the consolidated audit rules of Code Sections 6221 through 6234 during any fiscal year, the Members hereby agree to sign an election pursuant to Code Section 6231(a)(1)(B)(ii) to be filed with the Company's federal income tax return for such Fiscal Year to have such consolidated audit rules apply to the Company.

ARTICLE TEN MISCELLANEOUS PROVISIONS

Section 10.1 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without reference to any conflict of laws principles and with the laws of the United States of America. The Members hereby irrevocably submit to the jurisdiction of any federal or state court located in Fairfield County, Connecticut in any action or proceeding arising out of or relating to this Agreement and the Members hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such court. The Members hereby irrevocably waive, to the fullest extent they may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

Section 10.2 Amendments. This Agreement may be amended, modified or waived by the Manager without the consent of any Member, except that no amendment, modification or waiver shall change or vary the priority distributions set forth in Articles IV and VIII with respect to any Member without the specific written consent of such Member, and no amendment to this Section 10.2 may be made without the written consent of each Member. If the Manager shall at any time solicit the consent of a Member in accordance with the terms of this Agreement and such Member shall not respond within twenty (20) days of the date of such solicitation, said Member shall be deemed to have responded to said solicitation of consent in the affirmative.

Section 10.3 Binding Provisions. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Section 10.4 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart, and a faxed or emailed signature of this Agreement shall be deemed as effective as an original signature.

Section 10.5 Severability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

Section 10.6 Section Titles. Section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

Section 10.7 Waivers. The waiver by any party of the breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the other party.

Section 10.8 Entire Agreement and Amendments. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter herein contained, and all pre-existing agreements between the parties hereto become part of are hereby merged into this Agreement. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein.

Section 10.9 Acknowledgements. The parties hereto acknowledge that represented the Company and the Manager in connection with this Agreement and expressly did not represent any Member (other than the Manager) or any other party (save the Company) in connection herewith, and that may in the future act as legal advisor to the Company. The Company and each Member hereby consents to such retention of by the Manager and by the Company and waives any conflict that the Company or any

Member may have in connection with such retention by the Manager and by the Company in respect of the transactions and agreements contemplated by this Agreement or any dispute arising from or relating to any of the foregoing. Such waiver is made expressly for the benefit of Manager.

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

Terms

"Act" means the Delaware Limited Liability Company Act as amended from time to time during the term of the Company.

"Additional Members" means Persons admitted to the Company as Members who have not acquired their Units from an original signatory to this Agreement and who are admitted pursuant to Article Seven.

"Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

Add to such Capital Account the following items:

(a) The amount, if any, that such Member is obligated to contribute to the Company upon liquidation of such Member's Units; and

(b) The amount that such Member is deemed to be obligated to restore pursuant to Regulations Section 1.704-1(b)(2)(ii)*(c)* or the penultimate sentence of each of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

Subtract from such Capital Account such Member's share of the items described in Regulations Sections 1.704-1(b)(2)(ii)*(d)(4)*, *(5)* and *(6)*.

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

"Affiliated Person" or "Affiliate" means, when used with reference to a specific person, (i) any Person that, directly or indirectly, through one or more intermediaries controls or is controlled by or is under common control with the specified Person, (ii) any Person that is an officer, partner or trustee of, or serves in a similar capacity with respect to, the specified Person or of which the specified Person is an officer, partner or trustee, or with respect to which the specified Person serves in a similar capacity, (iii) any Person which, directly or indirectly, is the beneficial owner of 10% or more of any class of equity securities of, or otherwise has a substantial beneficial interest in, the specified Person or of which the specified Person is directly or indirectly the owner of 10% or more of any class of equity securities or in which the specified Person has a substantial beneficial interest, and (iv) any relative or spouse of the specified Person. Affiliated Person or Affiliate of the Company, or of a Member, does not include a Person who is a partner in a partnership or joint venture with the Company, the partner or any Affiliate of the Company or Member if such Person is not otherwise an Affiliate or Affiliated Person of the Company.

"Agreement" means this Limited Liability Company Agreement, as originally executed and as amended from time to time, as the context requires. Words such as herein, hereinafter, hereof, hereto, hereby, and hereunder, when used with reference to this Agreement, refer to this Agreement as a whole, unless the context otherwise requires.

"Available Cash" means all cash funds derived from operations of the Company (specifically excluding the proceeds of a Terminating Capital Transaction) without reduction for any non-cash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses as determined solely by the Manager.

"Capital Account" means the account to be maintained by the Company for each Member in accordance with the following provisions:

(i) a Member's Capital Account shall be credited with such Member's Capital Contributions, net of any liabilities assumed by the Company (or which are secured by Company property contributed by the Member), the Member's distributive share of Profit and any item in the nature of income or gain specially allocated to the Member pursuant to the provisions of Article Five hereof; and

(ii) a Member's Capital Account shall be debited with the amount of money and the fair market value of any Company property distributed to the Member, the amount of any liabilities of the Member assumed by the Member (or which are secured by property contributed by the Member to the Company), and such Member's distributive share of Loss and any item in the nature of expenses or losses specially allocated to the Member pursuant to the provisions of Article Five hereof.

If any Units are transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Units. If the book value of the Company property is adjusted pursuant to Section 5.2(c) hereunder or if any Member makes additional cash contributions, the Capital Account of each Member shall be adjusted (i) in the case of contributed property to reflect the aggregate adjustment in the same manner as if the Company had recognized gain or loss equal to the amount of such aggregate adjustment, and (ii) in the case of additional cash contributions to reflect the fair market value of the Company determined by the amount of equity issued in connection therewith. It is the intention of the Members that these adjustments be made in such a manner as to render each Member's Capital Account, as a percentage of all Members' Capital Accounts, consistent with each Member's Percentage Interest. It is intended that the Capital Accounts of all Members shall be maintained in compliance with the provisions of Regulation Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.

"Capital Contribution" means the fair market value of property and/or the total amount of money contributed or agreed to be contributed (as the context requires) to the Company by all the Members or any class of Members or any one Member, as the case may be, or the predecessor holders of the Units of such Member or Members.

"Change in Control " shall be deemed to have occurred if one or more Persons who, as of the date of this Agreement, are in Control of a Member that is a corporation, trust, partnership, limited liability company or other entity directly or indirectly, ceases to be in Control of such Member.

"Class A Member" means a Member holding a Class A Unit.

"Class B Member" means a Member holding a Class B Unit.

"Code" means the United States Internal Revenue Code of 1986, as amended, or any corresponding provision of succeeding law.

"Company" has the meaning set forth in the preamble to this Agreement.

"Company Assets" means any and all right, title and interest of the Company in, to and under any real, personal or intangible property owned, purchased, obtained, or otherwise acquired by the Company.

"Company Representative" has the meaning set forth in Section 9.5 of this Agreement.

"Control" (including the terms "Controlling", "Controlled By" and "Under Common Control With") shall mean the possession directly or indirectly of the power to direct or cause the direction of the management and/or policies of any Person whether through the ownership of securities or otherwise.

"Encumber" shall include, but not be limited to, mortgaging, pledging, hypothecating, and contracting to encumber.

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

(a) The initial Gross Asset Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as determined by the Manager.

(b) The Gross Asset Values of all Company Assets shall be adjusted to equal their respective gross fair market values, as determined by the Manager using such reasonable method of valuation as the Manager may adopt, immediately prior to the occurrence of any event described in subsection (i), (ii), (iii) or (iv) of this paragraph (b):

(i) The acquisition of additional Units in the Company (other than in connection with the execution of this Agreement and the making of additional Capital Contributions) by a new or existing Member in exchange for more than a *de minimis* Capital Contribution unless the Manager determines that such adjustments are not necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(ii) The distribution by the Company to a Member of more than a *de minimis* amount of Company Assets as consideration for an interest in the Company unless the Manager determines that such adjustments are not necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(iii) The liquidation of the Company within the meaning of Regulations Section 1.704-1(b)(2)(ii)*(g)*; and

(iv) At such other times as the Manager shall reasonably determine necessary or advisable in order to comply with Regulations Sections 1.704-1(b) and 1.704-2, including, but not limited to the receipt by the Company of property (excluding money) that consists of stock, securities, commodities, options, warrants, futures, or similar instruments that are readily tradeable on an established securities market.

(c) The Gross Asset Value of any Company Asset distributed to a Member shall be the gross fair market value of such asset on the date of distribution as determined by the Manager.

(d) The Gross Asset Values of Company Assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.7041(b)(2)(iv)(m); *provided, however,* that Gross Asset Values shall not be adjusted pursuant to this paragraph (d) to the extent that the Manager reasonably determines that an adjustment pursuant to paragraph (b) above is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d).

"Involuntary Transfer" shall mean any transaction, proceeding or action by or in which any Member shall be deprived or divested of any right, title or interest in or to any of his Units, including, without limiting the generality of the foregoing, transfers occasioned by dissolution of marriage or separation, whether pursuant to voluntary settlement or court order, any transfer upon, or occasioned by, death, incompetence or disability of a Member, or any transfer to a state or to a public officer or agency pursuant to any statute pertaining to escheat of abandoned property.

"Involuntary Withdrawal" means, with respect to any Member, the occurrence of any of the following events:

(i) the Member makes an assignment for the benefit of creditors;

(ii) the Member files an involuntary petition of bankruptcy;

(iii) the Member is adjudged bankrupt or insolvent or there is entered against the Member an order for relief in any bankruptcy or insolvency proceeding;

(iv) the Member files a petition seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, or similar relief under any statute, law or regulation;

(v) the Member seeks, consents to, or acquiesces in, the appointment of a trustee or receiver for, or liquidation of, the Member or of all or any substantial part of the Member's properties;

(vi) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in subparagraphs (i) - (v) hereof;

(vii) any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation, continues for one hundred twenty (120) days after the commencement thereof, or the appointment of a trustee, receiver or liquidator for the Member or all or any substantial part of the Member's properties without the Member's agreement or acquiescence, which appointment is not vacated or stayed for one hundred twenty (120) days or, if the appointment is stayed, for one hundred twenty (120) days after the expiration of the stay during which period the appointment is not vacated;

(viii) if the Member is an individual, the Member's death or adjudication by a court of competent jurisdiction as incompetent to manage the Member's person or property unless the Member's Units are transferred to a Permitted Transferee;

(ix) if the Member is acting as a Member by virtue of being a trustee of a trust, the termination of the trust;

(x) if the Member is a partnership, corporation, limited liability company, trust or other type of entity, any action or event which causes a Change in Control that has not been consented to by the Company;

(xi) if the Member is an estate, the distribution by the fiduciary of the estate's entire interest in the Company; and

(xii) any other type of Involuntary Transfer.

"Liquidation" means any liquidation, winding-up, or dissolution of the Company, whether voluntary or involuntary.

"Manager" has the meaning set forth in Section 6.1 hereof.

"Member" means any Person who is a Member at the time of reference thereto, in such Person's capacity as a Member of the Company.

"Member Loan Nonrecourse Deductions" means any Company deductions that would be Nonrecourse Deductions if they were not attributable to a loan made or guaranteed by a Member within the meaning of Regulation Section 1.704-2(i).

"Member Nonrecourse Debt" means a liability of the Company which would be Nonrecourse Liability of Company but for the fact that it is a loan made or guaranteed by a Member.

"Member Nonrecourse Debt Minimum Gain" means with respect to each Member Nonrecourse Debt, an amount equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

"*Minimum Gain"* has the meaning set forth in Regulation Section 1.704-2(d). Minimum Gain shall be computed separately for each Member in a manner consistent with the Regulations under Code Section 704(b).

"Net Capital Proceeds" means the amount of proceeds remaining from a Terminating Capital Transaction after payment of the expense items set forth in Section 8.2(a)(i), (ii) and (iii).

"*Nonrecourse Deductions"* has the meaning set forth in Regulation Section 1.7042(b)(1). The amount of Nonrecourse deductions for a taxable year of the Company equals the net increase, if any, in the amount of Minimum Gain during that taxable year, determined according to the provisions of Regulation Section 1.704-2(c).

"Nonrecourse Liability" means any liability of the Company with respect to which no Member has personal liability, as determined in accordance with Code Section 752 and the Regulations promulgated thereunder.

"Notice" or "Notification" means a writing, containing the information required by this Agreement to be communicated to any Person, sent by registered or certified mail, postage prepaid, to such Person at the last known address of such Person, the date of registry thereof or the date of the certification receipt therefor being deemed the date of receipt of the Notice or Notification; provided,

however, that any communication containing such information sent to such Person and actually received by such Person shall constitute a Notice or Notification for all purposes of this Agreement.

"Percentage Interest" means any interest of a Member, expressed as a percentage of one hundred percent (100%) with the numerator being the number of Units held by such Member and the denominator being the number of Units held by all of the Members as may be adjusted from time to time.

"Permitted Transferees" means (i) any spouse or lineal descendant, (ii) any sibling or their lineal descendants (iii) any Person which is Under Common Control With or Controlled By any Member, (iv) any Person who is an equity owner of a Person who is an entity, or (v) any trust which is for the sole benefit of any Member and/or such Member's Permitted Transferees.

"Person" means any individual, partnership, corporation, trust or other entity.

"Profit" and "Loss" means, for each taxable year of the Company (or other period for which Profit or Loss must be computed), the Company's taxable income or loss determined in accordance with Code Section 703(a), with the following adjustments:

(i) all items of income, gain, loss, deduction or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in computing taxable income or loss; and

(ii) any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be included in computing taxable income or loss; and

(iii) any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss; and

(iv) gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the adjusted book value of the property disposed of, notwithstanding the fact that the adjusted book value differs from the adjusted basis of the property for federal income tax purposes; and

(v) in lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed based upon the adjusted book value of the asset; and

(vi) Notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 5.2 below shall not be taken into account in computing Profit or Loss.

"Regulation" means the income tax regulations, including any temporary regulations promulgated, from time-to-time, under the Code.

"State" means the State of Delaware.

"Substituted Member" means any Person admitted to the Company as a Member, either in whole or in part, in the place and stead of a Person who is then a Member pursuant to the provisions of Article Seven hereof.

"Terminating Capital Transaction" means any sale or other disposition of all or substantially all of the Company Assets or a related series of transactions that, taken together, result in the sale or other disposition of all or substantially all of the Company Assets, including a Drag-Along Transaction.

"Total Investment" means, with respect to any Member, on any date of determination the aggregate Capital Contributions made by such Member.

"Transfer" shall mean sell, assign, convey, gift, donate, bequeath, Encumber, or otherwise dispose of (other than by involuntary transfer) or contract to purchase and shall include with regard to any Person who is a corporation, partnership, trust or other entity, any dissolution, merger, consolidation, or other reorganization of such Person, or any other Transfer of any interest in such Person which results in a Change in Control.

SCHEDULE 5.2

Regulatory Allocations

Section 5.2 Regulatory Allocations.

(a) *Company Minimum Gain Chargeback.* Except as set forth in Regulation Section 1.704-2(f)(2), (3) and (4), if, during any taxable year there is a net decrease in Minimum Gain, each Member, prior to any other allocation pursuant to this Article Five, shall be specially allocated items of gross income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to that Member's share of the net decrease of Minimum Gain, computed in accordance with Regulation Section 1.704-2(g). Allocations of gross income and gain pursuant to this subparagraph shall be made first from gain recognized from the disposition of Company assets subject to nonrecourse liabilities, to the extent of the Minimum Gain attributable to those assets, and thereafter, from a pro rata portion of the Company's other items of income and gain for the taxable year. It is the intent of the parties hereto that any allocation pursuant to this subparagraph shall constitute a "minimum gain chargeback" under Regulation Section 1.704(2)(f).

(b) *Member Minimum Gain Chargeback.* Except as otherwise provided in Section 1.704-2(i)(4) of the Regulations, and notwithstanding any other provision of this Section 5.2, if there is a net decrease in Member Nonrecourse Debt Minimum Gain during any fiscal year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company Profit for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain, determined in accordance with Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section 5.2(b) is intended to comply with the minimum gain chargeback requirement in Section 1.704(2)(i)(4) of the Regulations and shall be interpreted consistently therewith.

(c) *Code Section 754 Adjustment*. To the extent an adjustment to the tax basis of any Company asset pursuant to Code Sections 734(b) or 743(b) is required, pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of the adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases basis), and the gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to that Section of the Regulations.

(d) *Nonrecourse Deductions*. Nonrecourse Deductions for a taxable year or other period shall be specially allocated among the Members in proportion to their Percentage Interests.

(e) *Member Loan Nonrecourse Deductions.* Any Member Loan Nonrecourse deductions for any taxable year or other period shall be specially allocated to the Member who bears the risk of loss with respect to the loan to which the Member Loan Nonrecourse Deduction is attributable in accordance with Regulation Section 1.704-2(b).

(f) *Guaranteed Payments.* To the extent any compensation paid to any Member by the Company, or the Affiliate of any Member, is determined by the Internal Revenue Service not to be a guaranteed payment under Code Section 707(c) or is not paid to the Member other than in the Person's capacity as a Member within the meaning of Code Section 707(a), the Member shall be specially allocated gross income of the Company in an amount equal to the amount of that compensation, and the Member's Capital Account shall be adjusted to reflect the payment of that compensation.

(g) *Deficits.* If the allocation of Loss to a Member as provided in Section 5.1 hereof would create or increase an Adjusted Capital Account Deficit, there shall be allocated to such Member only that amount of Loss as will not create or increase an Adjusted Capital Account Deficit. The Loss that would, absent the application of the preceding sentence, otherwise be allocated to such Member shall be allocated to the other Members in accordance with their relative Percentage Interests, subject to the limitations of this Section 5.2(g).

(h) *Offsets.* If any Member unexpectedly receives an adjustment, allocation, or distribution of the type contemplated by Regulations Section 1.704-1(b)(2)(ii)*(d)(4)*, *(5)* or *(6)*, items of income and gain shall be allocated to all such Members (in proportion to the amounts of their respective Adjusted Capital Account Deficits) in an amount and manner sufficient to eliminate the Adjusted Capital Account Deficit of such Member as quickly as possible. It is intended that this Section 5.2(h) qualify and be construed as a "qualified income offset" within the meaning of Regulations Section 1.704-1(b)(2)(ii)*(d)*.

Exhibit B – Financial Projections

Exhibit C – Waterfall Analysis

Exhibit D - Subscription Agreement

INTELLIS HEALTH LLC

Offering Units of Class A and Class B Membership Interests (the "Units")
$20,000 per Membership Interest ("Unit")
Minimum Subscription-$20,000 or One Unit
$3,000,000 Minimum Offering Amount
$25,000,000 Maximum Offering Amount

Please read carefully the Confidential Private Placement Memorandum of INTELLIS HEALTH LLC, a Delaware corporation (the "***Issuer***"), dated September 23, 2019, with respect to its offering (the "***Offering***") of a minimum of $3,000,000 in subscriptions (the "***Minimum Offering Amount***") and up to $15,000,000 in subscriptions (the "***Maximum Offering Amount***") for Class A and Class B Membership Interests (the "***Units***") and all exhibits thereto, as supplemented from time to time (collectively, the "***Memorandum***"), before deciding to subscribe. Capitalized terms not defined herein have the meanings set forth in the Memorandum or the form of the Limited Liability Company Agreement attached as Exhibit A to the Memorandum (the "***LLC Agreement****" or "****Company Agreement****"*) or the Tax Opinion attached as Exhibit B to the Memorandum (the "***Tax Opinion***").

Each prospective investor (in each case, an "*Investor*") in the Units should examine the suitability of this type of investment in the context of his/her own needs, investment objectives and financial capabilities and should make his/her own independent investigation and decision as to suitability and as to the risk and potential gain involved. Also, each Investor in the Units is encouraged to consult with his/her attorney, accountant, financial consultant or other business or tax adviser regarding the risks and merits of the proposed investment.

The Offering is being conducted as a private placement pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended ("***Securities Act***"), and Regulation D promulgated thereunder ("***Regulation D***"). Only persons who are "***Accredited Investors***" (as defined in Rule 501 of Regulation D and herein below) may purchase the Units and the Units may only be purchased as permitted by Rule 506(b) of Regulation D. The Offering is limited to Investors who certify that they meet all of the qualifications set forth in the Memorandum for the purchase of the Units. Investors may be required to provide additional information with respect to investment authority or qualifications, as required by laws or regulations or in the discretion of the Issuer. If an Investor meets these qualifications and desires to purchase the Units, then such Investors should complete, execute and deliver the attached Subscription Agreement, a counterpart signature page to the LLC Agreement (Exhibit E to the Subscription Agreement), and all other materials required by Issuer or its legal counsel, including, but not limited to Exhibit A through Exhibit E attached to the Subscription Agreement (as applicable) (collectively, the "***Subscription Materials***"), along with your check or wire for the Investment Amount.

An executed Subscription Agreement, a counterpart signature page to the LLC Agreement, and all other Subscription Materials should be mailed or delivered to **Intellis Management LLC.** (the "***Managing Broker Dealer***"), marked to the attention of Operations. The contact information for the Managing Broker-Dealer is as follows:

Intellis Management LLC
Manager
Intellis Health
100 Garden City Plaza, Ste 415
Weston CT 06883

Faxed or emailed electronic copies of the Subscription Agreement and other Subscription Materials (with the originals to follow by mail) are initially preferred to expedite processing.

All Investment Amounts should be mailed, delivered or wired as follows:

Payment by Check:

If paying by check, make check payable to "UMB Bank, N.A., as Escrow Agent for INTELLIS HEALTH LLC," and mail the check to below address:

Intellis Management, LLC
100 Garden City Plaza, Ste 415
Garden City, NY 11530

Payment by Wire Transfer:

If paying by wire transfer or ACH, the wire transfer should be made in accordance with the following wiring instructions:

M&T Bank, N.A.
Buffalo, NY

ABA No: [ ]
Acct No: [ ]
Ref: INTELLIS HEALTH LLC Escrow
Attn: [ ], CCTS

FFC: [Investor Name]

Please enter your full name in the wire detail section when sending a wire. Any unidentified wires will be returned to the originating bank.

Upon receipt of all required Subscription Materials, review of the Investor's investment qualifications, receipt of the Investment Amount into the Bank Account and acceptance of the Investor's subscription by the Company (the "***Company***") (in the Company's sole discretion), the Issuer will notify each Investor of receipt and acceptance of the subscription. In the event the Company does not accept an Investor's subscription for the Units for any reason, the Company will promptly return or cause to be returned to such Investor any funds previously tendered.

The Issuer may, in its sole discretion, accept or reject any Subscription Materials, in whole or in part, for a period of thirty (30) days after receipt thereof. Any Subscription Materials which are not accepted within thirty (30) days of receipt shall be deemed rejected. The Issuer may terminate the Offering at any time, for any reason or no reason, in its sole discretion.

Individual Investors are required to furnish a copy of their photo ID to the Issuer, and entity Investors (such as trusts, LLCs and partnerships) are required to furnish copies of their organizational documents to the Issuer, with this Subscription Agreement.

IMPORTANT NOTE: In all cases, the person or entity actually making the investment decision to purchase the Units should complete and sign the Subscription Agreement, a counterpart signature page to the LLC Agreement and all other required Subscription Materials. For example, if an Investor purchasing the Units

is a retirement plan for which investments are directed or made by a third-party trustee, then that third-party trustee must complete the Subscription Materials rather than the beneficiaries under the retirement plan. This also applies to trusts, custodial accounts and similar arrangements. Investors must list their principal place of residence rather than their office or other address on the signature page to the Subscription Materials so that the Issuer can confirm compliance with appropriate securities laws. If any Investor desires that correspondence be sent to an address other than his, her or its principal residence, please provide a mailing address where indicated in "Item C. – Alternate Mailing Address" on the signature page to the Subscription Agreement.

SUBSCRIPTION AGREEMENT

INTELLIS HEALTH LLC
Class A Membership Until
$3,000,000 Minimum Offering Amount
$15,000,000 Maximum Offering Amount
Minimum Purchase: $50,000.00

This is the offer and agreement (the "***Subscription Agreement"***) of the undersigned to purchase $ _____ (the "***Investment Amount"***) worth of Class A and Class B Membership Interests (the "***Units***") issued by INTELLIS HEALTH LLC, a Delaware limited liability company (referred herein as the "***Issuer***"), subject to the terms, conditions, acknowledgments, representations and warranties stated herein and in the Confidential Private Placement Memorandum of Issuer dated [September 23, 2019], relating to the offer of a minimum of $1,000,000 and up to $15,000,000 in the Units, and all exhibits thereto, as supplemented from time to time (the "***Memorandum***"). Each investor (an "***Investor***") shall transmit with this Subscription Agreement and all exhibits attached hereto (as applicable), including, without limitation, an executed counterpart signature page (Exhibit E hereto) to the LLC Agreement, along with a check or a wire in the amount the Investment Amount for the Units such Investor has elected to purchase. All terms utilized herein shall have the same meaning as set forth in the Memorandum. The minimum investment amount is $20,000 worth of the Units. Each Investor will receive a confirmation for the principal amount of their Investment Amount.

In order to induce the Issuer to accept this Subscription Agreement and as further consideration for such acceptance, the undersigned Investor hereby makes the following acknowledgments, representations and warranties with the full knowledge that the Issuer will expressly rely on the following acknowledgments, representations and warranties in making a decision to accept or reject this Subscription Agreement:

1. I have received and reviewed the following (1) this Subscription Agreement and each of the Exhibits attached hereto; (2) the Memorandum; (3) the LLC Agreement attached as Exhibit A to the Memorandum (the "***LLC Agreement***"); and (4) any and all other information about the Issuer which I believe relevant to the decision to purchase the Units, including obtaining copies of any or all other documents, instruments, reports, certificates, agreements or other material in any way pertaining to the Issuer that I have desired to review (collectively the "***Documents***").

2. I have also had the opportunity to ask questions of, and receive answers from, the Issuer or an agent or a representative of the Issuer concerning: (i) the terms and provisions of the Documents; (ii) any written materials pertaining to financial information, if any; (iii) my investment; and (iv) the business and affairs of the Issuer.

3. My primary state of residence is: _____

4. Date of Birth (primary Investor): _____ Date of Birth (additional Investor): _____

5. I hereby adopt, confirm and agree to all of the covenants, representations and warranties set forth in this Subscription Agreement.

6. (If a natural person) I hereby represent and warrant that I am an "***accredited investor***" as defined in Regulation D promulgated under the Securities Act of 1933, as amended **[initial as appropriate]**:

_____ (a) That I have an individual net worth, or joint net worth with my spouse, ***excluding***

primary residence (see the Memorandum under "Who May Invest") but including home furnishings and personal automobiles of more than $1,000,000 (**PLEASE NOTE:** In calculating net worth, an Investor may include all of his or her assets (other than primary residence), whether liquid or illiquid, such as cash, stock, securities, personal property and real estate based on the fair market value of such property MINUS all debts and liabilities (other than a mortgage or other debt secured by Investor's primary residence unless such borrowing occurred in the 60 days preceding the date of this purchase and was not in connection with the acquisition of the primary residence). In the event any incremental mortgage or other indebtedness secured by Investor's primary residence occurs in the 60 days preceding the date of this purchase, the additional mortgage or other indebtedness secured by Investor's primary residence must be treated as a liability and deducted from Investor's net worth even though the value of Investor's primary residence will not be included as an asset. Further, the amount of any mortgage or other indebtedness secured by Investor's primary residence that exceeds the fair market value of the residence should also be deducted from Investor's net worth); or

(b) That I have individual income in excess of $200,000 or joint income with my spouse in excess of $300,000, in each of the two most recent years and I have a reasonable expectation of reaching the same income level in the current year.

(c) That I am an executive officer of the Issuer or a Company, director, executive officer or general partner of a member of Issuer.

7. Investor (if other than a natural person) represents and warrants that **[initial as appropriate and please provide a copy of the entity's charter, formation or organizational documents]**:

_____ Such entity is a (initial one):

(A) General Partnership

(B) Limited Liability Partnership

(C) Limited Partnership

(D) Limited Liability the Company

(E) Corporation

(F) Business Trust

(G) Other Entity (please specify): _____

_____ Such entity is an "***accredited investor***" as defined in Regulation D promulgated under the Securities Act of 1933, as amended, which includes (please initial as applicable):

_____ any corporation, Massachusetts or similar business trust, partnership, or organization described in Code Section 501(c)(3), not formed for the specific purpose of acquiring the Units, with total assets over $5,000,000;

_ any trust, with total assets over $5,000,000, not formed for the specific purpose of acquiring the Units and whose purchase is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of an investment in the Units as described in Rule 506(b)(2)(ii) under the Securities Act;

_____ any broker-dealer registered under Section 15 of the Securities Exchange Act of 1934, as amended; _ any investment company registered under the Investment Company Act or a business development company (as defined in Section 2(a) (48) of the Investment Company Act);

_____ any small business investment company licensed by the Small Business Administration under Section 301(c) or (d) or the Small Business Investment Act of 1958, as amended;

- any employee benefit plan within the meaning of ERISA, if the investment decision is made by a plan fiduciary (as defined in Section 3(21) of ERISA), which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if such employee benefit plan has total assets over $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are accredited investors; _____ any private business development company (as defined in Section 202(a) (22) of the Investment Advisers Act of 1940, as amended);

- any bank as defined in Section 3(a)(2) of the Securities Act, any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity, or any insurance company as defined in Section 2(13) of the Securities Act;

_____ any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets of more than $5,000,000;

- any entity in which all of the equity owners are accredited investors and (ii) which entity has included with this Subscription Agreement a completed Subscription Agreement, inclusive of all documentary evidence that would be required to prove accredited status under this Subscription Agreement, for each such equity owner as evidence of such representation and warranty.

Furthermore, if other than a natural person, such entity represents and warrants that it meets the requirements of the initialed category: (**INITIAL AND COMPLETE THE APPLICABLE CATEGORY)**

_____ The entity is purchasing the Units with funds that constitute, directly or indirectly, the assets of a Benefit Plan Investor (defined below). The entity hereby represents and warrants that its investment in the Issuer: (i) does not violate and is not otherwise inconsistent with the terms of any legal document constituting or governing the employee benefit plan; (ii) has been duly authorized and approved by all necessary parties; and (iii) is in compliance with all applicable laws.

_ The entity is not purchasing the Units with funds that constitute, directly or indirectly, the assets of a "Benefit Plan Investor" (defined below).

The term "***Benefit Plan Investor***" means a benefit plan investor within the meaning of U.S. Department of Labor Regulation 29 C.F.R. Section 2510.3-101, which includes (i) any employee benefit plan (as defined in Section 3(3) of ERISA), whether or not such plan is subject to Title I of ERISA (which includes both U.S. and Non-U.S. plans,

plans of governmental entities as well as private employers, church plans and certain assets held in connection with nonqualified deferred compensation plans); (ii) any plan described in Code Section 4975(e)(1) (which includes a trust described in Code Section 401(a) which forms a part of a plan, which trust or plan is exempt from tax under Code Section 501(a), a plan described in Code Section 403(a), an individual retirement account described in Code Sections 408(a) or 408A, an individual retirement annuity described in Code Section 408(b), a medical savings account described in Code Section 220(d), and an education individual retirement account described in Code Section 530); and (iii) any entity whose underlying assets include plan assets by reason of a plan's investment in the entity (generally because twenty-five percent (25%) or more of a class of interests in the entity is owned by plans). Benefit Plan Investors also include that portion of any insurance company's general account assets that are considered "plan assets" and the assets of any insurance company separate account or bank common or collective trust in which plans invest. One hundred percent (100%) of an investor's interests whose underlying assets include "plan assets," such as a fund investor, shall be treated as "plan assets" by the Trustees for purposes of meeting an exemption under the Department of Labor regulation.

8. I represent and warrant, in addition to the other representations and warranties contained herein, that I qualify under the following categories (check all applicable categories):

_ By reason of my business or financial experience, I have the capacity to protect my own interests in connection with my investment decision to purchase the Units.

_____ I have a preexisting personal or business relationship with the Issuer, the Company, or one or more of their officers or directors, of a nature and duration as would allow me to be aware of the character, business acumen, general business and financial circumstances of the Issuer and/or the Company or the person with whom such relationship exists.

9. I certify that I have such knowledge and experience in financial and business matters that I am capable of evaluating the merits and risks of an investment in the Units. The following is a description of my experience in financial and business matters: **[Description required here]**

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10. I am married OR ___ I am not married **[check as appropriate]**. (NOTE: If you are married, your primary state of residence is a community property state, and the Units are to be held as your separate property, then your spouse must sign the Consent of Spouse form, Exhibit A attached hereto.)

11. I (we) wish to own my (our) the Units as follows (check one):

(a) Separate or individual property. (If your primary state of residence is a community property state and you are married, then your spouse must sign and submit the Consent of Spouse form, Exhibit A hereto.)

(b) Husband and wife as community property. (Community property states only. Husband and wife should both sign all required documents.)

(c) Joint Tenants with right of survivorship. (Both parties must sign all required documents.)

(d) Tenants in common. (Both parties must sign all required documents.)

(e) Trust. (Include name of trust, name of trustee and date trust was formed.)

(f) Partnership. (Include evidence of partnership authority for person who executes required documents.)

(g) IRA.

(h) Other. (Indicate.) _____

12. I understand that in the event this Subscription Agreement is not accepted, then the funds transmitted herewith shall be returned to the undersigned and this Subscription Agreement shall be terminated and of no further effect.

13. I acknowledge that I have received, read and fully understand the Memorandum and the exhibits thereto. I acknowledge that I am basing my decision to invest in the Units on the Memorandum and the exhibits thereto and I have relied only on the information contained therein and have not relied upon any representations made by any other person. I understand that an investment in the Units is speculative and involves substantial risks. I am fully cognizant of and understand all of the risk factors relating to a purchase of the Units, including, but not limited to, those risks set forth under "Risk Factors" in the Memorandum.

14. My overall commitment to investments that are not readily marketable is not disproportionate to my individual net worth, and my investment in the Units will not cause such overall commitment to become excessive. I have adequate means of providing for my financial requirements, both current and anticipated, and have no need for liquidity in this investment. Further, I possess knowledge and experience in financial and business matters. As such, I am capable of evaluating the merits of investing in the Units, I have the ability to protect my own interests in connection with such investment, and I can bear and I am willing to accept the economic risk of losing my entire investment in the Units.

15. All information that I have provided to the Issuer herein concerning my suitability to invest in the Units is complete, accurate and correct as of the date of my signature on the last page of this Subscription Agreement. I hereby agree to notify the Issuer immediately of any material change in any such information occurring prior to the acceptance of this Subscription Agreement, including any information about changes concerning my net worth and financial position.

16. I have had the opportunity to ask questions of, and receive answers from, the Issuer and the officers and employees of the Company concerning the Issuer, the creation or operation of the Issuer, and the terms and conditions of the offering of the Units, and to obtain any additional information deemed necessary. I have been provided with all materials and information requested by either me or others representing me, including any information requested to verify any information furnished to me. Nothing that has been said or provided to me is contradictory to the Memorandum.

17. I am purchasing the Units for my own account and for investment purposes only and have no present intention, agreement or arrangement for the distribution, transfer, assignment, resale or subdivision of the Units. I understand that, due to the restrictions referred to herein, and the lack of any market existing or to exist for the Units, my investment in the Issuer will be highly illiquid and may have to be held indefinitely.

18. I understand that (i) legends may be placed on the Units with respect to restrictions on distribution, transfer, resale, assignment or subdivision of the Units imposed by federal and state securities laws, (ii) the Units have not been registered with the Securities and Exchange Commission and are being offered and sold in reliance on an exemption in Regulation D, which reliance is based in part upon my representations set forth herein, and (iii) the Units have not been registered under state securities laws and are being offered and sold pursuant to exemptions specified in said laws, and unless registered, the Units may not be re-offered for sale or resold except in a transaction or as a security exempt under those laws.

19. I received, reviewed and hereby adopt the LLC Agreement (attached as Exhibit A to the Memorandum) by execution of Exhibit E hereto, the Counterpart Signature Page of the INTELLIS HEALTH LLC Company Agreement. Alternatively, I hereby constitute and appoint the Company as my "attorney-in-fact," with full power of substitution and re-substitution, as my true and lawful attorney-in-fact, for me and in my name, place and stead, for my use and benefit, to execute the LLC Agreement for the purpose of evidencing that I am being bound by and am a signatory to the LLC Agreement.

20. I certify, under penalty of perjury, that I am not subject to the backup withholding provisions of the Internal Revenue Code of 1986, as amended. (Note: Investor is subject to backup withholding if: (i) Investor fails to furnish a Social Security Number or Taxpayer Identification Number herein; (ii) the Internal Revenue Service notifies the Issuer that Investor furnished an incorrect Social Security Number or Taxpayer Identification Number; (iii) Investor is notified that Investor is subject to backup withholding; or (iv) Investor fails to certify that Investor is not subject to backup withholding or Investor fails to certify Investor's Social Security Number or Taxpayer Identification Number.)

21. I understand that: (i) the Issuer has engaged legal counsel to represent the Issuer in connection with the offer and sale of securities contemplated herein; (ii) legal counsel engaged by the Issuer does not represent any Investor or Investor's interests; (iii) no Investor shall rely on legal counsel engaged by the Issuer; and (iv) each Investor has been afforded the opportunity to engage, and obtain advice from, Investor's own legal counsel with respect to the investment contemplated herein.

22. I understand and agree that: (i) nothing in this Subscription Agreement, the Memorandum or any documents ancillary hereto or thereto constitutes tax advice, and (ii) that no tax advice has been provided by the Issuer or the Issuer's counsel, employees, agents, assigns and/or legal or tax representatives. I acknowledge that I have been encouraged to, and has had the opportunity to, engage and obtain advice from, my own tax and legal advisors with respect to any tax consequences of the investment contemplated herein.

23. I understand that the representations, warranties and agreements of the Issuer and each Investor contained in this Subscription Agreement will remain operative and in full force and effect and will survive the receipt of funds by the Issuer, and the issuance to each Investor of the Units.

24. I hereby acknowledge and agree that no Investor is entitled to cancel, terminate or revoke this Subscription Agreement and that it shall survive the bankruptcy of such Investor.

25. I hereby acknowledge and agree that this Subscription Agreement is not binding on the Issuer until accepted in writing by an authorized officer of the Issuer.

26. I hereby acknowledge that this investment is only being offered and sold to Investor who are U.S. Citizens; and to ensure compliance with the Jones Act, I hereby represent and confirm that I am a U.S. Citizen.

27. Neither I nor any subsidiary, affiliate, owner, shareholder, partner, member, indemnitor, guarantor or related person or entity: (a) is a Sanctioned Person (as defined below); (b) has more than 15% of its assets in Sanctioned Countries (as defined below); or (c) derives more than 15% of its operating income from investments in, or transactions with Sanctioned Persons or Sanctioned Countries. For purposes of the foregoing, a "Sanctioned Person" means: (a) a person named on the list of "specially designated nationals" or "blocked persons" maintained by the U.S. Office of Foreign Assets Control ("***OFAC***") at *http://www.treas.gov/offices/eotffc/ofac/*, or as otherwise published from time to time, or (b) (i) an agency of the government of a Sanctioned Country, (ii) an organization controlled by a Sanctioned Country, or (iii) a person resident in a Sanctioned Country, to the extent subject to a sanctions program administered by OFAC. A "Sanctioned Country" shall mean a country subject to a sanctions program identified on the list

maintained by OFAC and available at *http://www.treas.gov/offices/eotffc/ofac/*, or as otherwise published from time to time. In connection with the foregoing, I have executed and delivered that certain "US Patriot Act Certification" attached hereto at Exhibit B.

28. I acknowledge and understand that the Units offered hereby have not been registered under the Securities Act of 1933, as amended, or the securities laws of any state and are being offered and sold in reliance on exemptions from the registration requirements of said act and such laws; that the Units are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under said act and such laws pursuant to registration or exemption therefrom; and that neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved the Units or passed upon the accuracy or adequacy of the Memorandum. Any representation to the contrary is a criminal offense.

29. I hereby acknowledge that my purchase of the Units is not the result of any general solicitation or general advertising, including, but not limited to (i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio; and (ii) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

30. I hereby covenant and agree that any dispute, controversy or other claim arising under, out of or relating to this Agreement or any of the transactions contemplated hereby, or any amendment thereof, or the breach or interpretation hereof or thereof, shall be determined and settled in binding arbitration in Nashville, Tennessee, in accordance with applicable Delaware law, and with the rules and procedures of The American Arbitration Association. The prevailing party shall be entitled to an award of its reasonable costs and expenses, including, but not limited to, attorneys' fees, in addition to any other available remedies. Any award rendered therein shall be final and binding on each and all of the parties thereto and their personal representatives, and judgment may be entered thereon in any court of competent jurisdiction. **BY EXECUTING THIS AGREEMENT, YOU ARE AGREEING TO HAVE ALL DISPUTES DECIDED BY NEUTRAL ARBITRATION, YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE SUCH DISPUTES LITIGATED IN A**

COURT OR JURY TRIAL, AND YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE. BY EXECUTING THIS SUBSCRIPTION AGREEMENT, YOU HEREBY CONFIRM THAT YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

31. I hereby agree to indemnify, defend and hold harmless the Issuer, INTELLIS HEALTH LLC, and their respective affiliates and all of their respective members, managers, shareholders, officers, employees, affiliates and advisers, from any and all damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and costs) that they may incur by reason of my failure to fulfill all of the terms and conditions of this Subscription Agreement or by reason of the untruth or inaccuracy of any of the representations, warranties or agreements contained herein or in any other documents I have furnished to any of the foregoing in connection with this transaction. This indemnification includes, but is not limited to, any damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and costs) incurred by the Issuer, INTELLIS HEALTH LLC, and their respective affiliates and any of their respective members, managers, shareholders, directors, officers, employees, affiliates or advisers, defending against any alleged violation of Federal or state securities laws which is based upon or related to any untruth or inaccuracy of any of the representations, warranties or agreements contained herein or in any other documents I have furnished in connection with this transaction.

32. I hereby acknowledge and agree that: (a) I may not transfer or assign this Subscription Agreement, or any interest herein, and any purported transfer or assignment shall be void; (b) except as specifically described

herein, I am not entitled to cancel, terminate or revoke this Subscription Agreement and that this Subscription Agreement will be binding on my heirs, successors and personal representatives; provided, however, that if the Issuer rejects this Subscription Agreement, this Subscription Agreement shall be automatically canceled, terminated and revoked; (c) this Subscription Agreement and the Memorandum, together with all attachments and exhibits thereto, constitute the entire agreement among the parties hereto with respect to the sale of the Units and may be amended, modified or terminated only by a writing executed by all parties (except as provided herein with respect to rejection of this Subscription Agreement by the Issuer); (d) within two days after receipt of a written request from the Issuer, the undersigned agrees to provide such information and to execute and deliver such documents as may be necessary to comply with any and all laws and regulations to which the Issuer is subject; and (e) the representations and warranties of the undersigned set forth herein shall survive the sale of the Units pursuant to this Subscription Agreement.

Initial Here _____ Initial Here _____

ADDITIONAL TERMS: This Agreement shall be governed by, and construed in accordance with, the substantive laws of the State of Delaware and without reference to Delaware conflict or choice of law provisions. Any suit, action, or proceeding with respect to this Agreement shall be brought exclusively in the state courts located in Nashville, Tennessee, or in the United States District Court for the Middle District of Tennessee and which otherwise has jurisdiction for matters arising in and out of Davidson County, Tennessee. This Agreement may be executed by the Issuer and Investor in separate counterparts, each of which shall be deemed an original. The representations and warranties made by Investor in this Subscription Agreement are binding upon Investor's successors and assigns and are made for the benefit of the Issuer, its successors and assigns, and any other person who may become liable for violations of applicable securities laws as a result of the inaccuracy or falsity of any of Investor's representations or warranties.

(SPECIAL INSTRUCTIONS: In all cases, the person/entity making the investment decision to purchase the Units must complete and sign the Subscription Agreement. For example, if the form of ownership designated above is a retirement plan for which investments are directed or made by a third-party trustee, then that third-party trustee must complete this Subscription Agreement rather than the beneficiaries under the retirement plan. Investors must list their principal place of residence rather than their office or other address on the signature page so that the Issuer can confirm compliance with appropriate securities laws. If you wish correspondence sent to some address other than your principal residence, please provide a mailing address in Section C below. Additionally, in an attempt to expedite the delivery of material information, the Issuer asks (but does not require) that you list a secondary contact source that may be able to reach you, if you are unavailable through any other reasonable means listed below.)

IN WITNESS WHEREOF, I (we) has executed this Subscription Agreement this____day of_____, 2019.

A.	REGISTRATION INFORMATION	Please print the exact name (registration) Investor desires on account: _____ _____ Mailing Address: _____ _____ Email address: _____
B.	INVESTOR INFORMATION	Please send all Investor correspondence to the following: _____ Address: _____ Investor Phone: Business ( ) Home: ( ) _____ Investor Fax: Business ( ) Home: ( ) _____ Primary State of Residence: _____ Social Security or Federal Tax ID (TIN) Number: _____ Secondary Social Security or TIN Number (if applicable): _____ Name:
C.	ALTERNATE MAILING ADDRESS	Alternate Mailing Address: _____ _____ _____
D.	SECONDARY CONTACT INFORMATION (OPTIONAL)	If the Issuer is unable to contact the Investor directly through any reasonable means provided by the Issuer hereby, please contact the following individual who will be instructed by the Investor to inform him/her that the Investor should contact the Issuer as expeditiously as possible: Secondary Contact Name: _____ Secondary Contact Address: _____ Secondary Contact Phone: Business ( ) _____ Home ( ) _____ Secondary Contact Fax: Business ( ) _____ Home ( ) _____ Primary State of Residence: _____

E.	SIGNATURES	THE UNDERSIGNED HAS THE AUTHORITY TO ENTER INTO THIS SUBSCRIPTION AGREEMENT ON BEHALF OF THE PERSON(S) OR ENTITY REGISTERED IN A. ABOVE Executed this day of _____ 2019, at _____ X Signature (Investor, or authorized signatory) X _____

		Signature (Investor, or authorized signatory)

F.	SUBMIT SUBSCRIPTION	Mail the executed Subscription Agreement to: **Tango Research, LLC** **100 Garden City Plaza, Ste 415** **Garden City, NY 11530** **Phone 516-458-7898** **Email: nmalino@tangoequity.com** Faxed or emailed electronic copies of the Subscription Agreement and other Subscription Materials (with the originals to follow by mail) are initially preferred to expedite processing.

All Investment Amounts should be mailed, delivered or wired as follows:

Payment by Check:

If paying by check, make check payable to "**UMB Bank, N.A., as Escrow Agent for INTELLIS HEALTH LLC**," and mail the check to below address:

Intellis Management LLC
100 Garden City Plaza, Ste 415
Garden City, NY 11530
Phone 516-458-7898

Email: nmalino@tangoequity.com
Payment by Wire Transfer:

If paying by wire transfer or ACH, the wire transfer should be made in accordance with the following wiring instructions:

M&T Bank, N.A.
Buffalo, NY

ABA No: [ ]
Acct No: [ ]
Ref: INTELLIS HEALTH LLC Escrow Attn: [ ], CCTS

FFC: [Investor Name]

Please enter your full name in the wire detail section when sending a wire. Any unidentified wires will be returned to the originating bank.

Subscription Accepted:

INTELLIS HEALTH LLC,
a Delaware limited liability company

By: INTELLIS HEALTH LLC Its: Manager

By: _____
Faruk Khwaja
Its: Manager Date: , 2020

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Exhibit A

[For Community Property State Investors Only]

For purchasers in community property states, who are residence of the following community property states: Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Delaware, Washington and Wisconsin:

Consent of Spouse

I, _____, spouse of_____, acknowledge that I have read (i) the Confidential Private Placement Memorandum of INTELLIS HEALTH LLC, a Delaware limited liability company (the "***Issuer***"), dated May 1, 2020, with respect to its offering (the "***Offering***") of a minimum of $1,000,000 in subscriptions (the "***Minimum Offering Amount***") and up to $15,000,000 in subscriptions (the "***Maximum Offering Amount***") for its Class A and Class B Membership Interests (the "***Units***"), and all exhibits thereto, as supplemented from time to time (collectively, the "***Memorandum***"), (ii) the LLC Agreement (the "***LLC Agreement***"), (iii) Issuer's Subscription Agreement (executed by my spouse) and (iv) all Documents (as defined in the Subscription Agreement) (items (i) through (iv) collectively, the "***Agreements***"), and that I know the contents of the Agreements. I am aware that the Agreements contain provisions regarding certain restrictions on transfer of the Units of the Issuer which my spouse may own including any interest I might have therein.

I hereby agree that my interest, if any, in the Units of the Issuer be irrevocably bound by the Agreements and further understand and agree that any community property interest I may have in such Units of the Issuer shall be similarly bound by the Agreements.

I am aware that the legal, financial and related matters contained in the Agreement are complex and that I am free to seek independent professional guidance or counsel with respect to this consent. I have either sought such guidance or counsel or determined after reviewing the Agreements carefully that I will waive such right.

Dated as of the _____ day of_____, 2020.

_____

Signature

_____

Print Name

Exhibit B

US Citizenship and US Patriot Act Certification

The undersigned subscriber (the "***Investor***") does hereby certify that he/she/it/we is/are a US Citizen and that he/she/it/we I/are aware of the requirements of the USA Patriot Act of 2001, the requirements administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("***OFAC***"), and other applicable U.S. Federal, state or non U.S. anti money laundering laws and regulations (collectively, the "***anti-money laundering/OFAC laws***"). Investor, if not a natural person, has anti-money laundering policies and procedures in place reasonably designed to verify the identity of its beneficial holders and their sources of funds. Such policies and procedures are properly enforced and are consistent with the anti-money laundering/OFAC laws such that the Issuer may rely on this Certification.

Investor hereby represents to the Issuer that, to the best of its knowledge, Investor and Investor's beneficial holders are not individuals, entities or countries that may subject the Issuer to criminal or civil violations of any anti-money

laundering/OFAC laws. Investor agrees to promptly notify the Issuer should it become aware of changes in the representations set forth in this Certification.

Investor:

If Investor is an Entity:

_____

_____

(Print Entity Name)

By: _____

(Authorized Signature)

_____

(Print Name)

Its: _____

(Title)

If Investor is an Individual:

_____

_____

(Print Name)

_____

(Signature)

Dated as of _____, 2020

Exhibit C

Custodial Funds Authorization Form

Trust, IRA, qualified plan, corporation, partnership or other entity Investors: please provide information regarding the entity and the individual(s) responsible for the entity's investment decision. Custodial information should be presented here for IRA and qualified plan Investors. **Note: For Custodial accounts (IRA's, etc.) distributions must be sent to the custodian unless the custodian provides written instructions to send distributions elsewhere.**

Exhibit E_INTELLIS HEALTH LLC, LLC Subscription Agreement

Name of Entity	Tax ID Number of Entity
Address of Entity	City, State, Zip Code
Telephone Number	Account Number (custodial accounts)
Type of Entity (Trust, IRA, 401(k), Corp., etc.)	Date of Formation
Custodial Entity Authorized Person	Title of Authorized Person

Exhibit D

Broker-Dealer Representations and Warranties

Investor suitability requirements have been established by the Issuer and are in the Memorandum. Before recommending the purchase of the Units, we have reasonable grounds to believe, on the basis of information supplied by the subscriber concerning his or her investment objectives, other investments, financial situation and needs, and other pertinent information that: (i) the subscriber is an accredited investor as defined in Section 501(a) of Regulation D and meets the Investor suitability requirements established by the Issuer; (ii) the subscriber has a net worth and income sufficient to sustain the risks inherent in the Units, including loss of investment and lack of liquidity; and (iii) the Units are otherwise a suitable investment for the subscriber. We will maintain in our files documents disclosing the basis upon which the suitability of this subscriber was determined. We verify that the above subscription either does not involve a discretionary account or, if so, that the subscriber's prior written approval was obtained relating to the liquidity and marketability of the Units during the term of the investment. In connection with the offering of the Units made pursuant to this Subscription Agreement, we have not published, distributed, issued, posted or otherwise used or employed and shall not publish, distribute, issue, post or otherwise use or employ any general solicitation other than with the prior written consent of the Issuer.

Issuer: **INTELLIS HEALTH LLC**

Subscriber's Name:

_____

Broker/Dealer Firm

Name: _____

Registered Representative

Name: _____

Registered Representative's BRANCH ADDRESS:

_____

Representative Phone Number:

_____

Representative Facsimile Number:

_____

Representative E-mail Address:

_____

Broker/Dealer Firm BRANCH Phone Number:

_____

Broker/Dealer Firm BRANCH Facsimile Number:

_____

Please list states in which the Registered Representative Firm is licensed: _____

_____

_____

Registered Representative Signature:

_____

Print Name:

_____

Broker Dealer Authorized Principal:

_____

Print Name:

_____

□ For NAV purchases, please check this box.

Under such net or NAV purchases, the net price excluding the Sales Commission would be $18,600 per Unit and the net price excluding the Sales Commission and Non-accountable Due Diligence Fee would be $18,400 per Unit. Generally, the $18,600 per Unit price would be for sales through Registered Investment Advisers who are associated with a selling group broker dealer and the $18,400 per Unit price would be for sales made to the Issuer's Manager and its Management (Officers and Directors) or made through Registered Investment Advisers who are not affiliated with a selling group broker dealer. The Broker Dealer, Registered Representative and Issuer each, on its own behalf, acknowledge that the purchase of the Units is being made at a discount to the standard purchase price of par. For the purchase of the Units, the Selling Compensation will be reduced to the following amount (as percentage of the Investment Amount):

	BD Initial	RR Initial	Issuer Initial Check box, as applicable.
□ Selling Commission 7.00%	_____	_____	_____
□ Non-accountable Marketing and Due Diligence Allowance 1.00%	_____	_____	_____

□ Other Units: _____

Exhibit E

Counterpart Signature Page to the LLC Agreement

COUNTERPART SIGNATURE PAGE TO
INTELLIS HEALTH LLC
COMPANY AGREEMENT

In Witness Whereof, the parties hereto have executed this **Company Agreement** as of the date set forth below.

Print Name of Investor: _____

_____

If Units are to be held by an individual:

_____ _____

(Signature)

If Units are to be held by an entity:

By: _____

_____

(Signature)

Printed Name: _____

_____

Title: _____

_____

□

□

ACCEPTED AND AGREED:

Intellis Health LLC,
a Delaware limited liability company

By: Intellis Management

Its: Manager

By: _____
Faruk Khwaja Its:
co-Managing Member

Date Accepted: _____ , 2020

Exhibit E – Certificate for Formation

Exhibit F – Statement of Authorized Person

Exhibit G – Certficate of Good Standing – Intellis Health LLC