

**THIRD AMENDMENT  
TO  
AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
OF  
RAPHA CAPITAL INVESTMENT VIII, LLC**

THIRD AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT RAPHA CAPITAL INVESTMENT VIII, LLC, dated as of 1/28/2023 (this “Amendment”), entered into by and among the Member’s set forth on Schedule A, Schedule B, Schedule C and Schedule D of the LLC Agreement (as defined herein).

Recitals

A. RAPHA CAPITAL INVESTMENT VIII, LLC (the “Company”) was formed as a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act, as amended from time to time, and is governed pursuant to an Amended and Restated Limited Liability Company Agreement, dated as of February 5, 2021, as amended by that certain First Amendment to Amended and Restated Limited Liability Company Operating Agreement of the Company, dated May 28, 2021 and that Second Amendment to Amended and Restated Limited Liability Company Agreement, dated April 28, 2022 (collectively and as may be further amended from time to time, the “LLC Agreement”). Capitalized terms not otherwise defined in this Amendment shall have the meanings set forth in the LLC Agreement.

B. The Company with the consent of the Manager is admitting new Members to the Company pursuant to Section 2.04 and accepting additional Capital Contributions from certain existing Members.

C. The Manager has approved the admission of those certain new Members who have executed the joinders attached hereto as Exhibit A and the additional Capital Contributions from those certain existing Members.

D. Pursuant to and in accordance with Section 11.09 of the LLC Agreement, the Manager desires to amend the LLC Agreement to reflect the foregoing and make certain other amendments related thereto.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and agreed, the parties hereto hereby agree as follows.

**ARTICLE I**  
Amendments to LLC Agreement

Section 1.01. The third recital are hereby deleted in their entirety and replaced with the following:

*“WHEREAS, the Company has admitted The Stuart Goldberg Family Trust as of February 5, 2021 and has admitted those certain additional Members set forth on Schedule B,*

*Schedule C, and Schedule D attached hereto (each a “New Investment Member” and collectively the “New Investment Members”), in connection with their Capital Contributions to the Company made with respect to the 2021 Investments for those Members set forth on Schedule B, the 2022 Investments with respect those Members set forth on Schedule C, and the Late 2022 Investments as of the dates set forth on each New Investment Member’s joinder to this Agreement; and”*

Section 1.02. Section 10.01 shall hereby be amended as follows:

(a) The definition of “New Investments” shall be deleted in its entirety.

(b) The following definitions shall be deleted in their entirety and replaced with the following respectively:

*“**Membership Interests**” means an interest in the Company owned by a Member, including such Member's rights to (i) receive a distributive share of Company assets and items of Company income, gain, loss, and deduction; (ii) vote, consent, or participate in any Member decisions provided in this Agreement and the Delaware Act; and (iii) receive any and all other benefits due to a Member under this Agreement and the Delaware Act. The Membership Interest of each Member will be stated as a percentage interest in the same proportion as the total Capital Contributions of such Member bears to the total Capital Contributions of all Members, provided the Membership Interest of the New Investment Members shall only apply to the 2021 Investments, the 2022 Investments, and the Late 2022 Investments respectively and for all purposes shall each be treated as its own class of Membership Interest pursuant to the terms set forth in Section 12.01.”*

10.01: (c) The following definitions shall be added as new definitions to Section

*“Late 2022 Investments” means those certain investments made by the Company in the form of Junior Secured Promissory Notes, issued by 3DBIO in favor of the Company on December 30, 2022 applicable only to those Members set forth on Schedule D.”*

Section 11.09 is hereby deleted in its entirety and replaced with the following:

*“**Section 11.09 Amendment.** No provision of this Agreement, including Schedule A, Schedule B, Schedule C, and Schedule D may be amended or modified except by an instrument in writing executed by the Manager, provided, that, if any such amendment adversely affects the economic rights of a Member under this Agreement such Member’s vote or consent shall be required to make such Amendment. Any such written amendment or modification will be binding upon the Company and each Member. Notwithstanding the foregoing, amendments to Schedule A, Schedule B, Schedule C, and Schedule D following any new issuance, redemption, repurchase or Transfer of Membership Interests in accordance with this Agreement may be made at any time by the Manager without the consent of or execution by the Members.”*

Section 1.03. Article XII of the LLC Agreement is hereby deleted in its entirety and replaced with the following:

**“ARTICLE XII**

***New Investment Members***

***Section 12.01 New Investment Members. Notwithstanding the forgoing or anything else contained herein:***

(a) *The New Investment Members’ Membership Interest in the Company shall be limited to the Company’s investment in the 2021 Investments with respect to those Members set forth on Schedule B, the 2022 Investments with respect to those Members on Schedule C, and the Late 2022 Investments with respect to those Members on Schedule D to this Agreement. All references to “Members” set forth in this Agreement shall apply to the New Investment Members, but only with respect to the 2021 Investments, the 2022 Investments, and the Late 2022 Investments respectively. For the avoidance of doubt, the New Investment Members shall only receive distributions pursuant to Section 5.01 in connection with available cash of the Company derived directly from the respective 2021 Investments, the 2022 Investments and the Late 2022 Investments applicable to such New Investment Members and no other Member, other than the New Investment Members and RCM, shall receive any distributions and/or have any rights with respect to the Company’s 2021 Investments, the 2022 Investments and the Late 2022 Investments.*

(b) *Each New Investment Member shall have the sole right to his, her or its share of the Profits and Losses of the Company attributable solely to the 2021 Investments, the 2022 Investments and the Late 2022 Investments respectively and his, her or its right to receive distributions of the Company’s assets attributable solely to each New Investment Members’ Membership Interest in accordance with the provisions of this Agreement, the Act and as set forth on Schedule B, Schedule C and Schedule D.”*

(c) *For the avoidance of doubt, the Members’ set forth on Schedule A Membership Interest shall apply only to the 2020 Investments, the Members’ set forth on Schedule B Membership Interest shall apply only to the 2021 Investments, the Members’ set forth on Schedule C Membership Interest shall apply only to the 2022 Investments and the Members’ set forth on Schedule D Membership Interest shall apply only to the Late 2022 Investments..*

Section 1.04. The attached Exhibit B, shall be added as a new Schedule D to the LLC Agreement.

**ARTICLE II**  
**Miscellaneous**

Section 2.01. Headings. The headings of the various Articles of this Amendment are for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

Section 2.02. Governing Law. This Amendment and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Delaware and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws.

Section 2.03. Full Force and Effect. This Amendment shall be construed as amendatory to the LLC Agreement and shall form a part thereof, and all the provisions of the LLC Agreement, as amended hereby, are ratified and confirmed. Except as amended hereby, the provisions of the LLC Agreement shall remain unchanged and in full force and effect.

Section 2.04. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

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EXHIBIT A

Joinders for New Members

[See Attached]

RAPHA CAPITAL INVESTMENT VIII, LLC

Joinder to

Amended and Restated

Limited Liability Company Agreement

By affixing his, her or its, as applicable, signature hereto, the undersigned, as a Member of RAPHA CAPITAL INVESTMENT VIII, LLC, a Delaware limited liability company (the "Company"), hereby joins in the execution of the Amended and Restated Limited Liability Company Agreement of the Company dated as of February 5, 2021, as amended from time to time (the "LLC Agreement"), and as executed by its other Members (as defined in the LLC Agreement). Upon acceptance of this Joinder by the Company, the undersigned shall be a party to the LLC Agreement and shall be a Member of the Company.

The execution of this Joinder shall be a counterpart execution of the LLC Agreement, and the undersigned agrees to be bound by all the terms thereof as though he, she or it, as applicable, were an original party thereto.

IN WITNESS WHEREOF, the undersigned has executed this Joinder as of this 1/14/2023.

If Member Is An Entity:

If Member is An Individual:

**The Kevin Slawin 2009 Family Trust**


EIN#: 90-1186965

Signature: \_\_\_\_\_

9511 Collins Avenue, Apt. 1403

*Individually*

Surfside, FL 33154

DocuSigned by:  
  
B3BA3E4489254FD...

By: \_\_\_\_\_

Print Name:

Print Name: Kevin Slawin

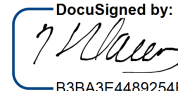
Address:

Title: Trustee

The undersigned hereby accepts this Joinder, and accordingly, KS2009FT is accepted as a Member of the Company.

RAPHA CAPITAL MANAGEMENT, LLC

a Delaware limited liability company

DocuSigned by:  


By: \_\_\_\_\_  
B3BA3E4489254FD...

Print Name: Kevin Slawin

Print Title: President



RAPHA CAPITAL INVESTMENT VIII, LLC

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The execution of this Joinder shall be a counterpart execution of the LLC Agreement, and the undersigned agrees to be bound by all the terms thereof as though he, she or it, as applicable, were an original party thereto.

IN WITNESS WHEREOF, the undersigned has executed this Joinder as of this 12/13/2022

If Member Is An Entity:

If Member is An Individual:

**Adler Retirement 401K**

a 401K

Signature: \_\_\_\_\_

EIN#: 83-4154274

*Individually*

2251 SW 13 Avenue

Fort Lauderdale, FL 33315

Print Name:

By:  \_\_\_\_\_  
5508807B1F9148E...

Address:

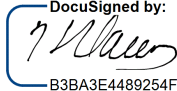
Print Name: Nils C. Kah

Title: Trustee

The undersigned hereby accepts this Joinder, and accordingly, Adler Retirement 401K is accepted as a Member of the Company.

RAPHA CAPITAL MANAGEMENT, LLC

a Delaware limited liability company

By:  B3BA3E4489254FD...

Print Name: Kevin Slawin

Print Title: President

RAPHA CAPITAL INVESTMENT VIII, LLC

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The execution of this Joinder shall be a counterpart execution of the LLC Agreement, and the undersigned agrees to be bound by all the terms thereof as though he, she or it, as applicable, were an original party thereto.

**IN WITNESS WHEREOF**, the undersigned has executed this Joinder as of this 12/13/2022.

If Member Is An Entity:

If Member is An Individual:

[INSERT ENTITY]

a \_\_\_\_\_



Signature: \_\_\_\_\_

*Individually*

By: \_\_\_\_\_

Print Name: Nils C. Kah

Print Name: \_\_\_\_\_

SS#: 681-41-7719

Title: \_\_\_\_\_

Address: 2251 SW 13 Avenue, Fort Lauderdale, FL 33315

The undersigned hereby accepts this Joinder, and accordingly, Nils C. Kah is accepted as a Member of the Company.

RAPHA CAPITAL MANAGEMENT, LLC

a Delaware limited liability company

DocuSigned by:



By: B3BA3E4489254FD...

Print Name: Kevin Slawin

Print Title: President

RAPHA CAPITAL INVESTMENT VIII, LLC

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The execution of this Joinder shall be a counterpart execution of the LLC Agreement, and the undersigned agrees to be bound by all the terms thereof as though he, she or it, as applicable, were an original party thereto.


**IN WITNESS WHEREOF**, the undersigned has executed this Joinder as of this 11/24/2022

If Member Is An Entity:

If Member is An Individual:

[INSERT ENTITY]

a \_\_\_\_\_

DocuSigned by:  
  
1921C607ABDD48A...

Signature: \_\_\_\_\_

*Individually*

SSN: 561-43-5376

By: \_\_\_\_\_

Print Name: David M Spencer, PhD

Print Name: \_\_\_\_\_

Address:


Title: \_\_\_\_\_

2811 Prescott St, Houston, TX 77025

The undersigned hereby accepts this Joinder, and accordingly, 11/24/2022 is accepted as a Member of the Company.

RAPHA CAPITAL INVESTMENT VIII, LLC,

by RAPHA CAPITAL MANAGEMENT,  
LLC, its manager

By:  B3BA3E4489254FD...

Print Name: Kevin Slawin

Print Title: President

RAPHA CAPITAL INVESTMENT VIII, LLC

Joinder to

Amended and Restated

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The execution of this Joinder shall be a counterpart execution of the LLC Agreement, and the undersigned agrees to be bound by all the terms thereof as though he, she or it, as applicable, were an original party thereto.

**IN WITNESS WHEREOF**, the undersigned has executed this Joinder as of this 12/28/2022

If Member Is An Entity:

If Member is An Individual:

[INSERT ENTITY]

a \_\_\_\_\_

Signature: \_\_\_\_\_

DocuSigned by:  
*AVISHAI RON*  
153802541047498...

*Individually*

By: \_\_\_\_\_

Print Name: Avishai Ron

Print Name: \_\_\_\_\_

SS#: 132585831

Title: \_\_\_\_\_

Address: 4808 Gibson Street, 3rd floor,  
Houston, TX 77007

The undersigned hereby accepts this Joinder, and accordingly, Avishai Ron is accepted as a Member of the Company.

RAPHA CAPITAL MANAGEMENT, LLC

a Delaware limited liability company

By:  B3BA3E4489254FD...

Print Name: Kevin Slawin

Print Title: President



**EXHIBIT B**

**Schedule D to LLC Agreement**

[See Attached]

**SCHEDULE D****LATE 2022 INVESTMENTS****MEMBERS SCHEDULE****As of December 30, 2022**

<b>Member Name, Address, and Email</b>	<b>Capital Contribution</b>	<b>Member's Company Expense Allocation</b>	<b>Membership Interest</b>
ARBOR COMMERCIAL MORTGAGE, LLC 333 Earle Ovington Blvd. Uniondale, NY. 11553 Email: <a href="mailto:mcandрева@arbor.com">mcandрева@arbor.com</a>	\$500,000.00	\$6,665.00	33.33%
Avishai Ron 4808 Gibson Street, 3rd floor Houston, TX 77007 Email: <a href="mailto:avi@urbanmeridian.com">avi@urbanmeridian.com</a>	\$200,000.00	\$2,666.00	13.33%
David Spencer 2811 Prescott St Houston, TX 77025 Email: <a href="mailto:dmspencer2@gmail.com">dmspencer2@gmail.com</a>	\$150,000.00	\$2,000.00	10.00%
BFUNDING, LLC 1021 38th Street Brooklyn NY 11219 Email: <a href="mailto:Bbeutel@beutel.com">Bbeutel@beutel.com</a>	\$100,000.00	\$1,333.00	6.67%
The Stuart Goldberg Family Trust 333 East Linden Ave Englewood NJ 07631 Email: <a href="mailto:goldsvg18@gmail.com">goldsvg18@gmail.com</a>	\$50,000.00	\$667.00	3.33%
Antigua Ventures, LLC Email: <a href="mailto:sirons@intrepidplan.com">sirons@intrepidplan.com</a>	\$50,000.00	\$667.00	3.33%
BIA INVESTMENT VENTURES, LLC 3811 Wood Ave Miami FL 33133 Email: <a href="mailto:bull@drbianco.com">bull@drbianco.com</a>	\$200,000.00	\$2,666.00	13.33%
Nils Kah 2251 SW 13 Avenue Fort Lauderdale, FL 33315 Email: <a href="mailto:nilskah630@gmail.com">nilskah630@gmail.com</a>	\$50,000.00	\$667.00	3.33%
Adler Retirement 401k 2251 SW 13 Avenue Fort Lauderdale, FL 33315 Email: <a href="mailto:nilskah630@gmail.com">nilskah630@gmail.com</a>	\$50,000.00	\$667.00	3.33%
The Kevin Slawin 2009 Family Trust 9511 Collins Avenue, #1403 Surfside, Florida 33154 Email: <a href="mailto:kslawin@raphacap.com">kslawin@raphacap.com</a>	\$100,000.00	\$1,333.00	6.67%
RAPHA CAPITAL MANAGEMENT, LLC 9511 Collins Avenue, #1403 Surfside, Florida 33154 Email: <a href="mailto:kslawin@raphacap.com">kslawin@raphacap.com</a>	\$50,000.00	\$667.00	3.33% & Profits Member Interests (per Section 5.01)
Total:	\$1,500,000.00	\$19,995.00	100%