

EXHIBIT H

**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT
OF
ENS HEALTH, LLC**

This LIMITED LIABILITY COMPANY OPERATING AGREEMENT of ENS HEALTH, LLC, a limited liability company organized pursuant to the New York Limited Liability Company Law, is made and effective as of the date (the “Effective Date”) it was adopted by a “majority in interest of the members,” as that term is defined in Section 102 of the Act.

WITNESSETH:

WHEREAS, the Company was formed on January 11, 2012, pursuant to the Act for the purpose of, among other things, the manufacture, marketing, sale, and distribution of certain equipment used to generate vibrations for therapeutic and performance enhancement purposes (the “Equipment”), and to enter into and perform contracts and agreements of any kind necessary to, in connection with, or incidental to the business of the Company; and to carry on any other activities necessary to, in connection with, or incidental to the foregoing, and for such other purposes as are set forth in Article III hereof;

WHEREAS, the Members as of the date of the Company’s formation and continuing through and including the Effective Date are (i) Robert Shapiro, residing at 610 West 42nd Street, Apt. 58A, New York, NY 10036 (“Shapiro”), (ii) David Newman, residing at 192 East 75th Street, Apt. 7A, New York, NY 10021 (“Newman”), (iii) Gabriel Ettenson, residing at 4087 Nevis Street, Boulder, CO 80301 (“Ettenson”);

WHEREAS, Shapiro, Newman, and Ettenson have had, and continue to have as of the Effective Date, the following shares of the profits of the Company: (i) thirty-three and three-tenths percent (33.3%) for Shapiro, (ii) thirty-three and four-tenths percent (33.4%) for Newman, and (iii) thirty-three and three-tenths percent (33.3%) for Ettenson;

WHEREAS, as of the date of the Company's formation and continuing through and including the Effective Date hereof, Newman's and Ettenson's aggregate share of the profits of the Company constitutes more than one-half (1/2) of the aggregate of such shares of all Members;

WHEREAS, the Members have not adopted any operating agreement prior to the Effective Date but are required, pursuant to the Act, to adopt a written operating agreement relating to, among other things, (i) the business of the Company, (ii) the conduct of the Company's affairs, and (iii) the rights, powers, preferences, limitations or responsibilities of the Company's members, managers, employees or agents, as the case may be; and

WHEREAS, Newman and Ettenson, whom together comprise a "majority in interest of the members," as that term is defined in Section 102 of the Act, have duly taken action by written consent and without a meeting to adopt this Agreement as the operating agreement of the Company, as provided in and authorized by Sections 402(c)(3) and 407 of the Act;

NOW, THEREFORE, with reference to the foregoing recitals, this Agreement is, and the same shall hereby be, adopted as the operating agreement of the Company and provides for the following:

Article I. Definitions

For purposes of this Agreement, unless the context clearly indicates otherwise, the following capitalized terms shall have the following meanings:

Act: The New York Limited Liability Company Law and all amendments thereto, now or hereafter.

Agreement: This Limited Liability Company Operating Agreement of ENS Health, LLC, including all amendments hereafter adopted in accordance with the terms of this Agreement and the Act.

Articles: The Articles of Organization of the Company, including all amendments thereto as are filed with the Department of State of New York.

Assignee: A transferee of a Membership Interest who has not been admitted as a Member.

Business Day: Any day other than Saturday, Sunday or any other legal holiday observed in the State of New York.

Capital Account: The account maintained for a Member or Assignee, determined in accordance with Article VII.

Capital Contribution: The value of any Property contributed to the Company by or on behalf of a Member or Assignee, as listed on Schedule A, and as may be updated from time to time in accordance with the terms of this Agreement.

Code: The Internal Revenue Code of 1986, as amended from time to time.

Commitment: The Capital Contributions that a Member is obligated to make.

Company: ENS Health, LLC, a limited liability company formed under the laws of New York, and any successor limited liability company.

Disposition (Dispose): Any sale, assignment, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as security or encumbrance (including Dispositions by operation of law).

Dissociation: Any action which causes a Person to cease to be a Member as described in Article XIII hereof.

Dissolution Event: An event, the occurrence of which will result in the dissolution, liquidation, and winding up of the Company under Article XIV.

Distribution: A transfer of Property by the Company to a Member or Assignee on account of a Membership Interest.

Fair Value Amount: An amount equal to the fair value of a Membership Interest, considering the fair market value of the Company and any appropriate adjustments (including any control premium, minority discount, and/or marketability discount), determined, as applicable, as of the Expulsion Date or the date of the Company's notice of redemption to a Beneficiary given under Section 13.04.

Fiscal Year: The calendar year.

Majority of the Managers. The vote of a majority of the Managers of the Company.

Majority of the Members: The vote of the Members whose aggregate Participation Interests exceed fifty (50%) percent of the Participation Interests of all of the Members.

Managers: The managers of the Company, designated as such by the Members to manage the Company as provided herein.

Management Rights: The right, to the extent permitted by this Agreement or the Act, of a Manager or a Member to participate in the management of the Company, to vote on any matter, and to grant or to withhold consent or approval of actions of the Company, as specifically set forth herein.

Member: Each member of the Company as of the Effective Date, and any Person hereafter admitted to the Company as a member.

Membership Interest: The rights of a Member or Assignee, including such Member's or Assignee's Participation Interest, to Distributions (liquidating or otherwise) and allocations of the profits, losses, gains, deductions, and credits of the Company and, to the extent permitted by this Agreement or the Act, to possess and exercise Management Rights.

Organization: A Person other than a natural person, including corporations (both non-profit and other corporations), partnerships (both limited and general), joint ventures, limited liability companies, business trusts and unincorporated associations, but the term does not include joint tenancies and tenancies by the entirety.

Participation Interest: The Participation Interest of each Member shall be as set forth in Schedule A to this Agreement. In the event all or any portion of a Membership Interest is transferred in accordance with the terms of this Agreement, the transferee shall also succeed to the Participation Interest of the transferor corresponding to the Membership Interest transferred.

Person: An individual, trust, estate, or any Organization permitted to be a Member of a limited liability company under the laws of the State of New York.

Principal Office: The principal office of the Company as set forth in Section 2.05 hereof.

Proceeding: Any administrative, judicial, or other adversary proceeding, including arbitration, administrative adjudication, mediation, and any appeal or review of any of the foregoing.

Property: Any property, real or personal, tangible or intangible, including money, and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

Schedule A: Schedule A to this Agreement, setting forth the name, address, Capital Contribution, and Participation Interest of each Member.

Tax Characterization: It is intended that the Company be characterized and treated as a partnership for, and solely for, federal, state and local income tax purposes. For such purpose, (i) the Company shall be subject to all of the provisions of Subchapter K of Chapter 1 of Subtitle A of the Code; and (ii) any references to a “Partner,” to “Partners” and to the “Partnership” in this Agreement and in the provisions of the Code and tax regulations cited in this Agreement shall be deemed to refer to a Member, the Members and the Company, respectively.

Article II. Formation

Section 2.01 Organization. The Company has been organized as a New York limited liability company pursuant to the provisions of the Act. The Members, and their Capital Contributions and Participation Interests, are set forth on Schedule A.

Section 2.02 Agreement. This Agreement has been adopted in accordance with the Act as the operating agreement of the Company, and shall be binding on the Company, its Members, and its Managers, as of the Effective Date.

Section 2.03 Name. The name of the Company is ENS Health, LLC, or such other name which may be selected by the Members and which is acceptable to the appropriate recording officials of the State of New York, and all business of the Company shall be conducted under that name.

Section 2.04 Term. The Company shall exist until dissolved and its affairs wound up in accordance with the Act and this Agreement.

Section 2.05 Principal Office. The Principal Office shall be located at 83 Bellefaire Road, Rye Brook, New York 10573, or such other location as may be selected by the Members.

Article III. Purpose; Nature of Business

Section 3.01 The purposes of the Company are to engage in any activities in which limited liability companies may engage under the Act.

Article IV. Accounting and Records

Section 4.01 Records to be Maintained. The Company shall maintain the following records at the Principal Office:

(a) a current list of the full name set forth in alphabetical order and last known mailing address of each Member or Manager, together for each Member with the information set forth on Schedule A relating to each Member's Capital Contribution and Participation Interest;

(b) a copy of the Articles and any amendments thereto, together with executed copies of any powers of attorney pursuant to which the Articles or any such amendments have been executed;

(c) a copy of the Company's federal, state, and local income or information tax returns and reports for the three (3) most recent Fiscal Years;

(d) a copy of this Agreement, including any amendments thereto;

(e) the Company's books and records, kept in accordance with tax basis accounting on the cash basis method of accounting, including financial statements of the Company for the three (3) most recent years, and a record of the Capital Account for each Member and Assignee, which shall be open to inspections by the Members or their agents for proper purposes during normal business hours and upon reasonable notice; and

(f) any other agreements or documents required by the Act or this Agreement.

Section 4.02 Reports to Members. The Company shall provide reports, including a balance sheet, statement of profit and loss and changes in Members' Capital Accounts, and a

statement of cash flows, at least annually to the Members at such time and in such manner as the Managers may determine reasonable.

Section 4.03 Tax Returns and Reports. The Company shall prepare and timely file income tax returns of the Company in all jurisdictions where such filings are required, and the Company shall prepare and deliver to each Member, within ninety (90) days after the expiration of each Fiscal Year, and at Company expense, all information returns and reports required by the Code and tax regulations and other Company information necessary for the preparation of the Members' individual income tax returns.

Article V. Names, Addresses and Interests of Members

The names, addresses, and Participation Interests of the Members are as stated on Schedule A annexed hereto and made a part hereof. Subject to the terms of this Agreement, the Members may admit new Persons as Members and designate the Membership Interests and Participation Interests of such new Members upon such terms as they may determine as set forth in this Agreement. Except as may be otherwise agreed by the Members in accordance with this Agreement, upon the admission of any new Members, the Membership Interests and Participation Interests of the then existing Members shall be diluted pro rata. Schedule A shall be amended by the Managers as necessary from time to time to reflect changes and adjustments to the names and addresses of the Members and their respective Participation Interests made in accordance with the terms of this Agreement (provided that a failure to reflect any such change or adjustment on Schedule A shall not prevent any such change or adjustment from being effective).

Article VI. Rights and Duties of Members; Managers and Officers

Section 6.01 Managers and Officers. The Managers of the Company shall be Shapiro, Newman, and Ettenson. Except as otherwise provided herein, the management of the Company shall be vested in the Managers and each Manager shall have equal Management Rights. The number of Managers, the appointment of Managers, and the removal of Managers (with or without cause) shall be determined from time to time by a Majority of the Members. Except as otherwise provided herein or required by the Act, any action requiring the approval of the Managers shall be approved by a Majority of the Managers. The Members may also elect one or more officers and delegate any duties to such officers.

Section 6.02 Votes of Members. With respect to any matter pursuant to which a vote may be taken under this Agreement or the Act by the Members, each Member shall have a vote that is equal to the percentage which his Participation Interest bears to the aggregate Participation Interests of all of the Members.

Section 6.03 Majority Approvals by Members. Except as otherwise provided in this Agreement or as may be required under the Act, any action to be taken by the Members may be taken by a Majority of the Members.

Section 6.04 Unanimous Approvals by Members. Notwithstanding Section 6.03 above, the following decisions respecting the Company shall require the unanimous approval of all of the Members:

- (a) A material change in the purposes or nature of the Company's business;
- (b) The admission of new Members or the issuance of additional Membership Interests in any manner other than in accordance with this Agreement;
- (c) The merger or consolidation of the Company with any other entity;

(d) The Disposition of all or substantially all of the Company's Property or other assets, other than in the ordinary course of business; or

(e) The dissolution, liquidation, and winding up of the Company.

Section 6.05 Liability of Members. No Member or Manager shall be liable for any debts, obligations, or liabilities of the Company or any other Member or Manager, whether arising in tort, contract, or otherwise, solely by reason of being a Member or Manager or acting (or omitting to act) in such capacity or participating in the conduct of the business of the Company.

Section 6.06 Indemnification of the Company. A Member shall indemnify the Company for any costs or damages incurred by the Company as a result of any unauthorized action by such Member.

Section 6.07 Conflicts of Interest/Other Businesses.

(a) A Member, including a Member that is also a Manager, does not violate a duty or obligation to the Company merely because his conduct furthers his own interest. A Member, including a Member that is also a Manager, may lend money to and transact business with the Company. The rights and obligations of a Member, including a Member that is also a Manager, who lends money or transacts business with the Company are the same as those of a Person who is not a Member or Manager, subject to applicable law. No transaction with the Company shall be voidable solely because a Member, including a Member that is also a Manager, has a direct or indirect interest in the transaction if it is fair and reasonable to the Company.

(b) The Members and Managers acknowledge and agree that they invest in, own, or operate other businesses, and that they shall have no duty to offer the Company business opportunities which may come to their attention. The Members and Managers may invest in,

own, or operate other businesses, and neither the Company nor any other Member or Manager shall have the right to invest in such business or participate in its business or profits.

Section 6.08 Standard of Care; Indemnification. Each Member, Manager and, if any, officer, shall discharge his duties and responsibilities to the Company and the other Members in good faith and with that degree of care that an ordinarily prudent Person in a similar position would use under similar circumstances. In discharging his duties, a Member, Manager and, if any, officer, shall be fully protected in relying in good faith upon the records required to be maintained under Article IV and upon such information, opinions, reports or statements by any Person as to matters the Member reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which Distributions to Members might properly be made. The Company shall indemnify and hold harmless each Member, Manager and, if approved by a Majority of Members, any officer, against any loss, damage or expense (including reasonable attorneys' fees) incurred by the Member, Manager or officer, as a result of any act performed or omitted on behalf of the Company or in furtherance of the Company's interests without, however, relieving the Member, Manager, or officer of liability for failure to perform his duties in accordance with the standards set forth herein; provided further that a Member, Manager or officer shall not be entitled to indemnification under this Section 6.08 if (i) such acts or omissions constituted fraud or willful misconduct, or (ii) a judgment or other final adjudication adverse to such member, Manager, or officer establishes that (y) such Member's, Manager's, or officer's acts or omissions were made in bad faith or were the result of active and deliberate

dishonesty and, in either case, were material to the cause of action so adjudicated, or (z) such Member, Manager, or officer personally gained a financial profit or other advantage to which such Member, Manager, or officer was not legally entitled. The satisfaction of any indemnification and any hold harmless shall be from and limited to the Company's Property and the other Members shall not have any personal liability on account thereof.

Section 6.09 Meetings of Members. A weekly meeting of the Members shall be held at the Company's Principal Office on Tuesday of each week at 10:00 a.m., Eastern Standard Time (the "Weekly Meeting"). The Weekly Meeting will take place regularly unless a Majority of the Members communicate to the other Members at least twenty-four (24) hours prior to the Weekly Meeting that they will be unable to attend the Weekly Meeting, in which case the meeting will occur at the Company's Principal Office on the immediately following Wednesday at 10:00 a.m., Eastern Standard Time, or at such other day, time, and location as may be determined by a Majority of the Members. Members shall otherwise be permitted to meet from time to time in accordance with the Act for the purpose of discussing and/or transacting the business of the Company. Members shall be permitted to attend meetings, including Weekly Meetings, by telephone.

Section 6.10 Insurance. The Company may obtain such insurance as may be deemed prudent or necessary, including "Key Man" insurance, upon the approval of a Majority of the Members.

Article VII. Contributions, Capital Accounts, and Loans

Section 7.01 Capital Contributions. The Members have made Capital Contributions in the amounts set forth on Schedule A hereto, and have received the Participation Interests described on Schedule A. No Member shall be entitled to withdraw or be repaid any part of such

Member's Capital Contribution, except as otherwise specifically provided for herein. No Member shall be liable for the return of any other Member's Capital Contribution to the Company; any such return of capital shall be made solely from the assets of the Company available therefore. No Member shall be required to make Capital Contributions to the Company to eliminate Capital Account deficits or for any other purpose, either upon dissolution of the Company or at any other time. A Member shall have no right to, interest in, or claim against any specific Property of the Company by reason of the Member's Membership Interest.

During the term of this Agreement, a Majority of the Members may determine if additional Capital Contributions are necessary to conduct the Company's business activity. Notice shall be given to all Members specifying the due date, which shall not be less than thirty (30) days from the date of the notice, of any additional Capital Contributions which may be required. Each Member may, but shall not be required to, provide additional Capital Contributions to the Company in proportion to his Participation Interest. If any Member shall fail to make his proportionate contribution of additional Capital Contributions, then the other Members may contribute all or a part of the deficiency created by such failure. Upon the failure of a Member to provide all or part of his proportionate share of additional Capital Contributions and the provision of additional Capital Contributions by other Members, including any additional Capital Contributions made by the other Members to cover all or part of the deficiency created by such failure, the Participation Interests of the Members shall be adjusted proportionally to reflect any such deficiency and any additional Capital Contributions made by the other Members to cover such deficiency. Any such adjustment shall account for the past Capital Contributions of the Members. If the entire amount of such deficiency is not contributed by the other Members, then the Members may, but shall not be obligated to, admit in accordance with this

Agreement new Members to the extent they determine that such additional funds are required for the operation of the Company's business.

Section 7.02 Capital Account. A separate Capital Account shall be established and maintained for each Member in accordance with Treas. Reg. Section 1.704(b). Except as otherwise provided herein, a Member's Capital Account shall be equal to the cash and the fair market value of any Property (net of any liabilities secured by such Property that the Company is considered to have assumed or taken subject to) contributed by such Member to the capital of the Company in accordance with this Agreement. Each Member's Capital Contribution to, or capital withdrawal from, the Member's Capital Account, shall be credited, or debited, respectively, to that Member's Capital Account. Subject to the provisions of Section 7.03 hereof, items of income, gain, loss, deduction or credit shall be allocated to the Capital Accounts of the Members in proportion to their respective Participation Interest.

Section 7.03 Repayment of Member Loans. Each Member may, but shall not be required to, advance funds to the Company. Any such advances shall not be considered Capital Contributions but shall be treated as loans to the Company and shall bear interest at the annual rate of interest equal to four (4%) percent above the prime rate of interest charged from time to time by the primary commercial bank in the State of New York with whom the Company usually does business. Notwithstanding the provisions of Section 7.02 and Article VIII hereof, Distributions of cash shall only be made, after loans, if any, made by Members to the Company have been repaid.

Article VIII. Distributions

The Company may make Distributions from time to time to the Members at such time and in such amounts as a Majority of the Members shall determine. Subject to the provisions of

Section 7.03 hereto, Distributions shall be made to each Member in proportion to such Member's Participation Interest. Such Distributions may take the form of cash or other Property. A Majority of the Members may provide for such reasonable reserves as they may deem necessary for the conduct of the Company's business and may refuse to make any Distributions of the Company's net profits or income. Additionally, all Distributions shall be made in accordance with Section 508 of the Act.

Article IX. Management Fees and Expenses

Section 9.01 Management Fees. No compensation shall be paid to the Managers for their services in arranging transactions contemplated by the Company and managing the Company.

Section 9.02 Expenses. The Managers may be reimbursed by the Company for any direct out-of-pocket expenses incurred by the Managers on behalf of the Company in connection with the performance of their duties hereunder.

Article X. Taxes

Section 10.01 Tax Matters Member. Newman shall be the "Tax Matters Partner" of the Company pursuant to Section 6231(a)(7) of the Code. The Tax Matters Partner shall receive no compensation from the Company for his services in that capacity. The Tax Matters Partner shall serve in a similar capacity with respect to any similar tax related or other election provided by state or local laws.

Section 10.02 Mandatory Section 754 Election. Upon the transfer by a Member of a Membership Interest, which transfer is permitted by the terms of this Agreement, or upon the death of a Member or the Distribution of any Company Property to one or more Members, the Company, upon the request of one or more of the transferees or distributees, shall file an

election, pursuant to Section 754 of the Code, to cause the basis of the Company's Property to be adjusted for federal income tax purposes in the manner prescribed in Section 734 or Section 743 of the Code, as the case may be. The cost of preparing such election, and any additional accounting expenses of the Company occasioned by such election, shall be borne by such transferees or distributees.

Article XI. Transfer of Membership Interest

Section 11.01 Compliance with Securities Laws. No Membership Interest has been registered under the Securities Act of 1933, as amended, or under any applicable state securities laws. A Member may not Dispose of all or any part of such Member's Membership Interest, except upon compliance with any applicable federal and state securities laws. The Members shall have no obligation to register any Member's Membership Interest under the Securities Act of 1933, as amended, or under any applicable state securities laws, or to make any exemption therefrom available to any Member.

Section 11.02 Transfer of Membership Interest. No Member or Assignee may Dispose of his Membership Interest unless:

(a) Except with respect to transfers made under Article XII, a Majority of the Members (other than the Disposing Member or Assignee) shall have consented in writing to the transfer;

(b) the Disposing Member or Assignee shall have paid all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Company in connection with the transfer;

(c) the Disposing Member or Assignee shall have furnished the Company with a written opinion of counsel, satisfactory in form and substance to counsel for the Company, that

such transfer complies with any applicable federal and state securities laws and this Agreement and that such transfer, for federal income tax purposes, will not cause the termination of the Company under Section 708(b) of the Code, cause the Company to be treated as an association taxable as a corporation for income tax purposes or otherwise adversely affect the Company or the Members; and

(d) the Disposing Member or Assignee shall have complied with the terms and conditions of a written instrument which may be applicable to such transfer and such other conditions as the Company may reasonable require.

Transfers will be recognized by the Company as effective only upon the close of business on the last day of the calendar month following satisfaction of the above conditions.

Section 11.03 Admission of Assignee as a Member. The transferee of a Membership Interest shall be an Assignee only and shall not have a right to become a Member of the Company unless the following terms and conditions have been satisfied:

(a) All of the terms and conditions in Section 11.02 shall have been satisfied;

(b) A Majority of the Members (other than the transferring Member) shall have consented in writing to the admission of the Assignee as a Member, which consent may be arbitrarily withheld by any Member;

(c) The Assignee shall have agreed in writing to assume the obligations, if any, of the transferring Member to the Company, including any obligation to fulfill the pro rata portion of the transferring Member's then existing or subsequently arising Commitment allocable to the transferred Membership Interest; and

(d) The transferring Member and the Assignee shall have complied with such other requirements as the non-transferring Members may reasonably impose, including conditions that the Assignee:

(i) adopt and approve in writing all the terms and provisions of the Agreement then in effect; and

(ii) pay such the Company's reasonable fees and costs for effecting such transfer and admission.

Section 11.04 Rights of Assignee. Notwithstanding anything to the contrary set forth in this Agreement, an Assignee who has not been admitted as a Member shall be entitled only to receive that share of profits, losses, and Distributions, and the return of Capital Contributions, to which the transferor would have otherwise been entitled with respect to the Membership Interest transferred, and shall not have the rights of a Member under the Act or this Agreement, including Management Rights, voting rights, the right to obtain any information on account of the Company's transactions, to inspect the Company's books, or to grant or withhold consents or approvals of any matter. The Company shall, however, furnish the Assignee with pertinent tax information at the end of each Fiscal Year.

Section 11.05 Death, Dissolution, Bankruptcy or Incompetency. Upon the death, dissolution, adjudication of bankruptcy or incompetency of a Member, this Agreement shall not be terminated. Any successor, executor, administrator or legal representative of a Member who acquires a Member's interest pursuant to a transfer by reason of the Member's death, dissolution, bankruptcy or incompetency shall be an Assignee only, unless admitted as a Member pursuant to Section 11.03.

Section 11.06 Dispositions not in Compliance with this Article Void. With the exception of any transfer or assignment pursuant to Section 13.04(b), any attempted Disposition of a Membership Interest, or any part thereof, not in compliance with this Article XI shall be void *ab initio* and ineffectual and shall not bind the Company or the other Members.

Article XII. Right of First Refusal

If a Member or Assignee desires to sell, transfer, or otherwise dispose of all or any part of his Membership Interest to a Person other than another Member (the "Purchaser"), such Member or Assignee (the "Seller") shall first offer such Membership Interest to the other Members. In furtherance thereof, the Seller shall obtain from the proposed Purchaser a bona fide written offer to purchase the Membership Interest (the "Offer"). The Seller must notify every other Member in writing of his proposal to sell and provide every other Member a copy of the Offer, which Offer shall at a minimum set forth the Membership Interest proposed to be sold, the identity of the proposed Purchaser, the proposed purchase price, and all other material terms and conditions of the proposed sale, transfer, or other disposition.

Within fifteen (15) Business Days after the delivery of said Offer to the other Members, the other Members shall deliver to the Seller a written notice either accepting or rejecting the Offer for themselves. Failure to deliver said written notice within said fifteen (15) Business Days conclusively shall be deemed a rejection of the Offer. Any or all of the other Members may elect to accept the Offer, and if more than one of the other Members elects to accept the Offer, the Membership Interest being sold and the purchase price therefor shall be allocated among the Members so accepting the Offer in proportion to their Participation Interests, unless they agree otherwise in writing.

If any or all of the other Members elect to accept the Offer, then the purchase of the Membership Interest shall be held in accordance with the Offer. The closing of the sale of the Membership Interest shall be held at 9:00 a.m. at the Principal Office within fifteen (15) Business Days after the Offer of the Seller is accepted, or at such other time and place as may be mutually agreed. At the closing the Seller shall deliver a duly executed assignment of his Membership Interest and the purchasing Member or Members shall make payment in accordance with the terms of the Offer accepted.

If no other Member accepts the Offer, or if the Members who have accepted such Offer default in their obligations to purchase the Seller's Membership Interest, then the Seller may, within ninety (90) days after the delivery of the Offer or the date of default, whichever is later, sell his Membership Interest to the proposed Purchaser at the purchase price set forth in the Offer and upon terms and conditions which are substantially the same as the terms and conditions set forth in the Offer, provided that all other applicable requirements of this Agreement are complied with. Upon the assignment of a Membership Interest by a Seller to a Purchaser who is not already a Member, such Purchaser shall be deemed only to be an Assignee unless and until such Assignee is admitted to the Company as a Member in accordance with this Agreement.

If the Seller does not sell his Membership Interest to the proposed Purchaser within said ninety (90) days, then the Seller may not thereafter sell such Membership Interest without again offering such interest to the other Members in accordance with this Article XII.

Article XIII. Dissociation of a Member

Section 13.01 Dissociation. A Person shall cease to be a Member (and, where applicable, a Manager) upon the happening of any of the following events:

- (a) the sale, transfer, or other disposition his entire Membership Interest pursuant to Articles XI and/or XII hereof;
- (b) the withdrawal of a Member pursuant to Section 13.02;
- (c) the expulsion of a Member pursuant to Section 13.03;
- (d) in the case of a Member who is a natural person, the death of the Member or the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member's personal estate;
- (e) in the case of a Member that is a trust or who is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee).
- (f) in the case of a Member that is a separate Organization other than a corporation, the dissolution and commencement of winding up of the separate Organization;
- (g) in the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter; or
- (h) in the case of a Member that is an estate, the distribution by the fiduciary of the estate's entire interest in the Company.

Section 13.02 Withdrawal. A Member may withdraw as a Member prior to a dissolution and winding up of the Company with the unanimous consent of the other Members, which consent shall not be unreasonably withheld.

Section 13.03 Expulsion of a Member.

- (a) A Member may be expelled from the Company by a Majority of the Members if, in the reasonable determination of such Majority of the Members, and upon written notice provided, such Member (the "Expelled Member"),

(i) has materially breached this Agreement, which breach is not cured by the Expelled Member within thirty (30) days of written notice thereof;

(ii) has failed or refused to perform his duties and responsibilities as a Member or Manager, and such failure or refusal is not cured by the Expelled Member within thirty (30) days after written notice thereof;

(iii) breaches his fiduciary duties to the Company or the other Members or engages in unlawful conduct in his capacity as a Member or Manager; or

(iv) engages in unauthorized or other bad faith conduct which has a material adverse impact on the business or affairs of the Company.

(b) The effective date of the expulsion of an Expelled Member (the "Expulsion Date") shall be:

(i) in the case of an expulsion pursuant to Section 13.03(a)(i) or (ii), upon the expiration of the Expelled Member's right to cure, where no such cure has taken place in the reasonable determination of the Majority of the Members; or

(ii) in the case of an expulsion pursuant to Section 13.03(a)(iii) or (iv), upon the delivery of written notice to the Expelled Member.

(c) The Company shall completely redeem the Membership Interest of an Expelled Member by paying an amount equal to the Fair Value Amount. The remaining Members and the Expelled Member shall endeavor in good faith to reach an agreement upon the Fair Value Amount and payment terms (the "Expulsion Redemption Terms") by not later than thirty (30) days after the Expulsion Date.

(d) Any dispute between or among an Expelled Member and Company and/or the remaining Members of the Company arising out of or related to the expulsion of a Member,

including any dispute concerning the Expulsion Redemption Terms, shall be settled by final, binding arbitration before a single arbitrator as follows:

(i) The remaining Members, on behalf of themselves and the Company, and the Expelled Member shall mutually agree upon and designate an arbitrator not later than forty five (45) days following the Expulsion Date, and the arbitration shall thereafter proceed in accordance with procedures established by the arbitrator. If the remaining Members and the Expelled Member shall fail to agree upon the choice of such arbitrator, then any party may apply to the American Arbitration Association, or any successor thereto, to designate a single arbitrator, and the arbitration shall thereafter be administered by the American Arbitration Association under its Commercial Arbitration Rules.

(ii) Notwithstanding the forgoing, with respect to any dispute concerning, whether in whole or in part, Expulsion Redemption Terms, the parties shall be limited to submitting to the arbitrator and exchanging with each other, in accordance with procedures to be established by the arbitrator, their final proposed Expulsion Redemption Terms, and the arbitrator shall be limited to awarding only one or the other of the two positions submitted but no other position. The determination of the arbitrator shall be final and binding upon the Company, Members, and the Expelled Member.

(iii) The arbitration shall be conducted in New York, NY, and shall be governed by, and construed in accordance with, the laws of the State of New York without regard to choice of law principles, as determined and applied by the arbitrator. Any court proceeding initiated by any party for relief in aid of the arbitration, or for a judgment upon an arbitration award, shall be brought in the state or federal courts located in the State of New York, County of New York,

which shall have the sole and exclusive jurisdiction over any such application. The parties hereby irrevocably consent to the jurisdiction of said courts for such purpose.

(iv) The prevailing party in any arbitration commenced pursuant to this Section 13.03 shall be entitled to an award of all reasonable costs and legal fees incurred by that party.

Section 13.04 Rights of Dissociating Member.

(a) In the event any Member Dissociates prior to the expiration of the term of this Agreement, and the Dissociation causes a dissolution and winding up of the Company under Article XIV hereof, the Member shall be entitled to participate in the winding up of the Company to the same extent as any other Member. If, however, the Dissociation does not cause a dissolution and winding up of the Company under Article XIV, and except in the case of the expulsion of a Member pursuant to Section 13.03 or as otherwise provided in Section 13.04(b), the Company shall redeem the Dissociated Member's Membership Interest for a purchase price equal to such Member's Capital Account, to be paid in five equal annual installments without interest, with the first installment to be paid within thirty (30) days of the event of Dissociation.

(b) Notwithstanding anything in this Agreement to the contrary, in the case of Dissociation by reason of the death of a Member, such Member's Membership Interest may be transferred or assigned by testamentary or intestate succession to his spouse or any of his descendants and shall not be subject to redemption under Section 13.04(a), but shall instead be subject to the redemption provisions of this Section 13.04(b). The transferee of any such Membership Interest (the "Beneficiary") shall be an Assignee unless and until admitted as a Member pursuant to Section 11.03. The Company shall have the right, but not the obligation, to redeem the Membership Interest of a Beneficiary who has not been admitted as a Member by paying an amount equal to the Fair Value Amount. The remaining Members and the Beneficiary

shall endeavor in good faith to reach an agreement upon the Fair Value Amount and payment terms (the “Beneficiary Payment Terms”) by not later than thirty (30) days after Company has provided to the Beneficiary written notice of its intent to redeem the Beneficiary’s Membership Interest. Any dispute between a Beneficiary and the Company arising out of or related to the Beneficiary Redemption Terms shall be settled by final, binding arbitration before a single arbitrator as follows:

(i) The Company and the Beneficiary shall mutually agree upon and designate an arbitrator not later than forty five (45) days following the Company’s written notice to the Beneficiary of the Company’s intent to redeem the Beneficiary’s Membership Interest. If the remaining Members and the Beneficiary shall fail to agree upon the choice of such arbitrator, then any party may apply to the American Arbitration Association, or any successor thereto, to designate a single arbitrator. In either case, the parties shall be limited to submitting to the arbitrator and exchanging with each other, in accordance with procedures to be established by the arbitrator, their final proposed Beneficiary Redemption Terms, and the arbitrator shall be limited to awarding only one or the other of the two positions submitted but no other position. The determination of the arbitrator shall be final and binding upon the Company and the Beneficiary.

(ii) The arbitration shall be conducted in New York, NY, and shall be governed by, and construed in accordance with, the laws of the State of New York without regard to choice of law principles, as determined and applied by the arbitrator. Any court proceeding initiated by any party for relief in aid of the arbitration, or for a judgment upon an arbitration award, shall be brought in the state or federal courts located in the State of New York, County of

New York, which shall have the sole and exclusive jurisdiction over any such application. The parties irrevocably consent to the jurisdiction of said courts for such purpose.

Article XIV. Dissolution, Liquidation and Winding Up

Section 14.01 Dissolution. The Company shall be dissolved, liquidated, and its affairs wound up upon the first to occur of any of the following events (each of which shall constitute a Dissolution Event):

- (a) The entry of a decree of judicial dissolution under Section 702 of the Act;
- (b) The written consent of all of the Members; and
- (c) At any time there are no Members, provided that the Company shall not be dissolved if, within one hundred eighty (180) days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to Continue the Company and to the admission of the legal representative of such Member or its assignee to the Company as a Member, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member.

Section 14.02 Effect of Dissolution. Upon dissolution, the Company shall not be terminated and shall continue until the winding up of the affairs of the Company is completed.

Section 14.03 Liquidation and Distribution of Assets on Dissolution. Upon the winding up of the Company, the Company shall take full account of its assets and liabilities, shall liquidate its assets as promptly as is consistent with obtaining the fair value thereof, and shall apply and distribute the proceeds therefrom in the following order:

(a) first, to creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of the debts and liabilities of the Company, and to the payment of necessary expenses of liquidation;

(b) second, to the setting up of any reserves which the Members may deem necessary or appropriate for any anticipated obligations or contingencies of the Company arising out of or in connection with the operation or business of the Company. Such reserves may be paid over by the Members to an escrow agent or trustee selected by the Members to be disbursed by such escrow agent or trustee in payment of any of the aforementioned obligations or contingencies and, if any balance remains at the expiration of such period as the Members shall deem advisable, shall be distributed by such escrow agent or trustee in the manner hereinafter provided;

(c) then, to the Members in accordance with their Capital Account balances after taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs. Liquidation proceeds shall be paid within sixty (60) days of the end of the Company's taxable year in which the liquidation occurs. Such distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both.

Section 14.04 Winding Up and Filing Articles of Dissolution. Upon the commencement of the winding up of the Company, articles of dissolution shall be delivered by the Company to the Secretary of State of New York for filing. The articles of dissolution shall set forth the information required by the Act. The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefore has been made, and all of the remaining Property of the Company has been distributed to the Members.

Article XV. Miscellaneous

Section 15.01 Notices. Notices to the Company shall be sent to the Principal Office. Notices to the Members shall be sent to their addresses set forth on Schedule A. Any Member may require notices to be sent to a different address by giving notice to the other Members in accordance with this Section 15.01. All notices to the Company shall be in writing, duly signed by the party giving such notice or his agent, and transmitted either personally (including by personal courier or delivery service), by postage prepaid registered or certified mail (return receipt requested), or by overnight courier. All notices shall be deemed given when personally delivered or, if mailed, on the third Business Day following the date of mailing or, if sent by overnight courier, on the next Business Day following the date of mailing.

Section 15.02 Headings. All Article and Section headings in this Agreement are for convenience purposes only and are not intended to modify or affect the meaning or interpretation of any Article or Section.

Section 15.03 Entire Agreement. This Agreement, together with the schedules and appendices attached hereto, constitutes the entire agreement between the parties and supersedes any prior agreement or understanding between them respecting the subject matter of this Agreement.

Section 15.04 Amendments. This Agreement may be amended or modified only by a written instrument approved in writing in accordance with this Agreement and the Act.

Section 15.05 Binding Agreement. This Agreement shall be binding upon, and inure to the benefit of the parties hereto, and their successors, heirs, legatees, devisees, assigns, legal representatives, executors and administrators, including any Beneficiary, except as may otherwise be provided herein.

Section 15.06 Saving Clause. If any provision of this Agreement, or the application of such provision to any Person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. If the operation of any provision of this Agreement would contravene the provisions of the Act, such provision shall be void and ineffectual.

Section 15.07 Counterparts and Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. Facsimile and .pdf signatures shall be acceptable and binding.

Section 15.08 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to any choice of law principles. With the exception of any disputes governed specifically by Sections 13.03 or 13.04(b), any disputes arising out of or relating to this Agreement shall be brought in the state or federal courts located in the State of New York, County of New York, which shall have the sole and exclusive jurisdiction over any such application. The Members and the Company hereby irrevocably consent to the jurisdiction of said courts for such purpose.

Section 15.09 No Membership Intended for Nontax Purposes. The Members have formed the Company under the Act, and expressly do not intend hereby to form a partnership, either general or limited, under the New York Uniform Partnership Act. The Members do not intend to be partners one to another, or partners as to any third party. To the extent any Member, by word or action, represents to another person that any Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Members who incur personal liability by reason of such wrongful representation.

Section 15.10 No Rights of Creditors and Third Parties under Agreement. This Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or any third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

Section 15.11 General Interpretive Principles. For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) The terms defined in this Agreement include the plural as well as the singular, and the use of any gender herein shall be deemed to include the other gender.

(b) Accounting terms not otherwise defined herein have the meanings given to them in the United States in accordance with generally accepted accounting principles.

(c) References herein to “Articles”, “Sections”, “paragraphs”, and other subdivisions without reference to a document are designated Articles, Sections, paragraphs and other subdivisions of this Agreement. A reference to a paragraph without further reference to a Section is a reference to such paragraph as contained in the same Section in which the reference appears, and this rule shall also apply to other subdivisions.

(d) The words “herein”, “hereof”, “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular provision.

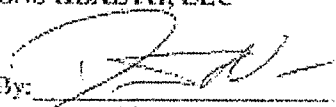
(e) The term “include” or “including” shall mean without limitation by reason of enumeration, and the word “or” is not exclusive.

[Signature Page Follows]

IN WITNESS WHEREOF, a "majority in interest of the members," as that term is defined in Section 102 of the Act, have caused this Agreement to be duly adopted and effective in accordance with the Act as of the Effective Date.


ENS HEALTH, LLC

By:


David Newman, Member


12/13/2013

By:

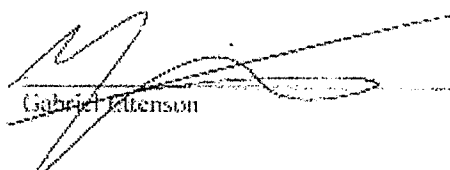

Gabriel Ettenson, Member

12/13/13

MAJORITY IN INTEREST OF THE MEMBERS


David Newman

12/13/2013


Gabriel Ettenson

12/13/13

SCHEDULE A

<u>Members</u>	<u>Capital Contributions</u>	<u>Participation Interests</u>
Robert Shapiro 610 West 42 nd Street Apt. 58A New York, New York 10036	\$ 17,132	33.3 %
David Newman 192 East 75 th Street Apt 7A New York, New York 10021	\$ 17,183	33.4 %
Gabriel Ettenson 4087 Nevis Street Boulder, CO 80301	\$ 17,132	33.3 %