
ATHLYNX

THE ATHLETE'S PLAYBOOK

A Dozier Holdings Group Company

MEMBERSHIP INTEREST PURCHASE AGREEMENT

ACQUISITION OF SOFTMOR, LLC

Effective Date: January 6, 2026

Agreement Number: MIPA-2026-001

PARTIES

SELLER: Glenn Tse (100% Member of Softmor, LLC)

**BUYER: Dozier Holdings Group, LLC A Texas Limited Liability Company Tax ID: 88-3846539
12036 Lake Portal Drive, Houston, TX 77047**

TARGET COMPANY: Softmor, LLC A Texas Limited Liability Company

RECITALS

WHEREAS, Seller owns 100% of the membership interests in Softmor, LLC, a Texas limited liability company engaged in software development and technology services;

WHEREAS, Buyer desires to purchase all of Seller's membership interests in Softmor, LLC to operate it as a wholly-owned subsidiary of Dozier Holdings Group, LLC;

WHEREAS, Seller desires to sell all membership interests to Buyer on the terms set forth herein;

WHEREAS, the parties have already commenced business operations using Softmor's bank account and credit card facilities;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

ARTICLE 1: FAIR MARKET VALUATION

1.1 Valuation Methodology

The Fair Market Value of Softmor, LLC has been determined using the following methods appropriate for a pre-revenue technology company:

1.2 Berkus Method Valuation

Value Driver	Assessment	Value
Sound Idea	Software/tech platform concept	\$10,000
Prototype/Product	Early-stage development	\$5,000
Quality Management Team	Glenn Tse (experienced)	\$10,000
Strategic Relationships	DHG partnership established	\$10,000
Product Rollout/Sales	Pre-revenue, operations started	\$5,000
BERKUS TOTAL		\$40,000

1.3 Asset-Based Valuation

Asset	Description	Value
Bank Account	Operating account established	\$500
Credit Card Facility	Business credit established	\$1,000
Texas LLC Formation	Legal entity, good standing	\$2,000
Brand/Name	“Softmor” trademark potential	\$5,000
Operational Infrastructure	Systems, processes started	\$1,500
ASSET TOTAL		\$10,000

1.4 Strategic Value Assessment

Strategic Factor	Description	Value
Subsidiary Integration	Fits DHG corporate structure	\$10,000
Operational Continuity	Bank/credit already in use	\$5,000
Time Savings	No need to form new entity	\$5,000
STRATEGIC TOTAL		\$20,000

1.5 Fair Market Value Determination

Method	Value	Weight
Berkus Method	\$40,000	40%
Asset-Based	\$10,000	30%
Strategic Value	\$20,000	30%
WEIGHTED AVERAGE		\$25,000

1.6 FINAL FAIR MARKET VALUE: \$25,000

ARTICLE 2: PURCHASE PRICE AND CONSIDERATION

2.1 Total Purchase Price

The total purchase price for 100% of the membership interests in Softmor, LLC shall be:

TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)

2.2 Payment Structure

Given the current financial situation of DHG (startup with limited cash), the parties agree to the following payment structure:

Payment	Amount	Timing
Cash at Closing	\$0	Closing Date
Promissory Note	\$25,000	Payable from Revenue
TOTAL	\$25,000	

2.3 Promissory Note Terms

The \$25,000 Promissory Note shall have the following terms:

- **Principal:** \$25,000
- **Interest Rate:** 0% (interest-free as partner consideration)
- **Payment Priority:** Paid from DHG revenue
AFTER:
 1. Operating expenses
 2. First \$50,000 to Chad Allen Dozier Sr.
 3. Then Glenn Tse receives Softmor payment
- **Payment Schedule:**

- 5,000 when DHG reaches **100,000 cumulative revenue**
 - 5,000 when DHG reaches **200,000 cumulative revenue**
 - 5,000 when DHG reaches **300,000 cumulative revenue**
 - 5,000 when DHG reaches **400,000 cumulative revenue**
 - 5,000 when DHG reaches **500,000 cumulative revenue**
- **Maturity Date: December 31, 2028 (or upon sale/IPO, whichever is earlier)**
 - **Acceleration: Full amount due upon sale of DHG or any subsidiary**

2.4 Additional Consideration

In addition to the Purchase Price, Seller receives:

- **15% Class B Equity in Dozier Holdings Group, LLC (already granted)**

- COO/Secretary Position in DHG and ATHLYNX
- Board Seat on DHG Board of Directors
- Profit Sharing per the Startup Equity Agreement

2.5 Total Value to Glenn Tse

Consideration	Current Value	Potential Value
Softmor Purchase Price	\$25,000	\$25,000
15% DHG Equity	\$150,000*	150M– 300M**
COO Salary (future)	\$0 now	\$150,000/year
Profit Sharing (15%)	\$0 now	15% of profits
TOTAL	\$175,000	\$150M+

*Based on 1M current valuation **Based on 1B-\$2B exit target

ARTICLE 3: REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that:

3.1 Ownership. Seller owns 100% of the membership interests in Softmor, LLC, free and clear of all liens and encumbrances.

3.2 Authority. Seller has full authority to sell the membership interests.

3.3 Good Standing. Softmor, LLC is in good standing with the Texas Secretary of State.

3.4 No Liabilities. Softmor, LLC has no material liabilities, debts, or obligations except:

- Normal operating expenses
- Credit card balance (if any)

3.5 No Litigation. There is no pending or threatened litigation against Softmor, LLC.

3.6 Assets. The assets of Softmor, LLC include:

- **Bank account at [Bank Name]**
- **Business credit card**
- **Any intellectual property developed**
- **Company records and documents**

3.7 Contracts. There are no material contracts or agreements binding Softmor, LLC except as disclosed.

3.8 Taxes. All tax returns have been filed and all taxes paid.

ARTICLE 4: REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that:

4.1 Authority. Buyer has full authority to purchase the membership interests.

4.2 Good Standing. Buyer is in good standing with the Texas Secretary of State.

4.3 Ability to Pay. Buyer will pay the Purchase Price according to the terms herein.

4.4 Integration. Buyer intends to operate Softmor, LLC as a wholly-owned subsidiary.

ARTICLE 5: CLOSING

5.1 Closing Date. The closing shall occur on January 15, 2026, or such other date as mutually agreed.

5.2 Seller Deliverables:

- Assignment of Membership Interests
- Company records and documents
- Bank account access/transfer
- Credit card account transfer
- Any passwords, credentials, access codes

- **Resignation as Manager (if applicable)**

5.3 Buyer Deliverables:

- **Executed Promissory Note for \$25,000**
 - **Assumption of any disclosed liabilities**
 - **Confirmation of Glenn Tse's 15% DHG equity**
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ARTICLE 6: POST-CLOSING MATTERS

6.1 Texas Secretary of State. Buyer shall file any required amendments to reflect the change in ownership.

6.2 Bank Account. Parties shall cooperate to update bank account signatories.

6.3 Credit Card. Parties shall cooperate to update credit card account holders.

6.4 Continued Employment. Seller shall continue as COO/Secretary of DHG and ATHLYNX.

ARTICLE 7: INDEMNIFICATION

7.1 Seller Indemnification. Seller shall indemnify Buyer against any losses arising from:

- Breach of representations or warranties
- Undisclosed liabilities of Softmor, LLC
- Pre-closing tax obligations

7.2 Buyer Indemnification. Buyer shall indemnify Seller against any losses arising from:

- Post-closing operations of Softmor, LLC
- Failure to pay the Purchase Price

7.3 Limitation. Total indemnification shall not exceed the Purchase Price (\$25,000).

ARTICLE 8: GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be governed by Texas law.

8.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties.

8.3 Amendment. This Agreement may only be amended in writing signed by both parties.

8.4 Severability. If any provision is invalid, the remaining provisions remain in effect.

8.5 Counterparts. This Agreement may be executed in counterparts.

8.6 Notices. All notices shall be in writing to the addresses above.

ARTICLE 9: SIGNATURES

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

SELLER:

GLENN TSE 100% Member of Softmor, LLC Date:

BUYER:

DOZIER HOLDINGS GROUP, LLC

CHAD ALLEN DOZIER SR. Managing Member Date:

EXHIBIT A: PROMISSORY NOTE

PROMISSORY NOTE

Principal Amount: \$25,000.00 Date: January 6, 2026

FOR VALUE RECEIVED, DOZIER HOLDINGS GROUP, LLC, a Texas limited liability company (“Maker”), promises to pay to the order of GLENN TSE (“Payee”), the principal sum of

TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), without interest, according to the following terms:

1. Payment Schedule:

- **5,000 upon DHG reaching 100,000 cumulative revenue**
- **5,000 upon DHG reaching 200,000 cumulative revenue**
- **5,000 upon DHG reaching 300,000 cumulative revenue**
- **5,000 upon DHG reaching 400,000 cumulative revenue**
- **5,000 upon DHG reaching 500,000 cumulative revenue**

2. Maturity: All unpaid principal shall be due on December 31, 2028.

3. Acceleration: Upon sale of DHG or any subsidiary, or upon IPO, the entire unpaid balance shall become immediately due.

4. Prepayment: Maker may prepay without penalty.

5. Governing Law: Texas.

MAKER: DOZIER HOLDINGS GROUP, LLC

CHAD ALLEN DOZIER SR. Managing Member Date:

**EXHIBIT B: ASSIGNMENT OF MEMBERSHIP
INTERESTS**

ASSIGNMENT OF MEMBERSHIP INTERESTS

For good and valuable consideration, the receipt of which is hereby acknowledged, GLENN TSE (“Assignor”) hereby assigns, transfers, and conveys to DOZIER HOLDINGS GROUP, LLC (“Assignee”) all of Assignor’s right, title, and interest in and to ONE HUNDRED PERCENT

**(100%) of the membership interests in
SOFTMOR, LLC, a Texas limited liability company.**

**This Assignment is made pursuant to the
Membership Interest Purchase Agreement dated
January 6, 2026.**

ASSIGNOR:

GLENN TSE Date: _____

ASSIGNEE: DOZIER HOLDINGS GROUP, LLC

CHAD ALLEN DOZIER SR. Managing Member Date:

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