

AMENDED AND RESTATED OPERATING AGREEMENT

DOZIER HOLDINGS GROUP, LLC

A Texas Limited Liability Company

Effective Date: _____, 2026

State of Formation: Texas

File Number: 0805289812

Tax ID: 88-3846539

ARTICLE I - FORMATION AND PURPOSE

Section 1.1 - Formation

DOZIER HOLDINGS GROUP, LLC (the “Company”) was formed as a Texas Limited Liability Company and is hereby reorganized pursuant to this Amended and Restated Operating Agreement.

Section 1.2 - Purpose

The Company is formed for the purpose of:

1. Holding and managing subsidiary companies
2. Operating ATHLYNX AI Corporation and related businesses

3. Technology development and licensing
4. Any other lawful business purpose

Section 1.3 - Principal Office

Texas Headquarters: 12036 Lake Portal Drive Houston, TX 77047

Mississippi Office: 831 West 28th Street Laurel, MS 39440

ARTICLE II - MEMBERSHIP INTERESTS AND CAPITAL STRUCTURE

Section 2.1 - Classes of Membership Interests

The Company shall have THREE (3) classes of Membership Interests:

CLASS A - SUPER VOTING INTERESTS (Founder Only)

- Voting Power: 100 votes per 1% ownership
- Held exclusively by: CHAD ALLEN DOZIER SR.
- Cannot be transferred, sold, or diluted without Founder consent
- Includes all management and control rights

CLASS B - STANDARD VOTING INTERESTS (Partners)

- Voting Power: 1 vote per 1% ownership
- Subject to vesting schedule
- Transferable only with Founder approval

CLASS C - NON-VOTING INTERESTS (Investors)

- Voting Power: 0 votes
- Economic rights only
- Reserved for future investment

Section 2.2 - Membership Allocation

Member	Class	Ownership %	Voting Power	Effective Votes
Chad Allen Dozier Sr.	A	51%	100x	5,100 votes
Glenn Tse	B	19%	1x	19 votes
James “Jimmy” Boyd	B	10%	1x	10 votes
Andrew “Andy” Kustes	B	5%	1x	5 votes
Leronius “Lee” Marshall	B	5%	1x	5 votes
Reserved (Class C)	C	10%	0x	0 votes
TOTAL	-	100%	-	5,139 votes

Section 2.3 - Founder’s Voting Control

With 5,100 out of 5,139 total votes, CHAD ALLEN DOZIER SR. controls **99.24%** of all voting power regardless of equity distribution.

ARTICLE III - FOUNDER’S ABSOLUTE CONTROL AND PROTECTION

Section 3.1 - Permanent Managing Member

CHAD ALLEN DOZIER SR. is hereby appointed as the PERMANENT MANAGING MEMBER of the Company. This appointment is IRREVOCABLE and cannot be changed, modified, or terminated by any vote, action, or proceeding of the Members.

Section 3.2 - No Removal Clause

THE FOUNDER CANNOT BE REMOVED. No Member, group of Members, Board, court, or any other entity shall have the power to:

1. Remove the Founder as Managing Member

2. Terminate the Founder's employment
3. Reduce the Founder's compensation
4. Dilute the Founder's voting power
5. Amend this Section 3.2

Section 3.3 - Absolute Veto Power

The Founder shall have ABSOLUTE VETO POWER over any and all:

1. Business decisions
2. Financial transactions over \$1,000
3. Hiring or firing of employees
4. Contracts and agreements
5. Amendments to this Agreement
6. Distributions to Members
7. Admission of new Members
8. Sale or merger of the Company
9. Any other Company action

Section 3.4 - Sole Signature Authority

Only the Founder shall have authority to:

1. Sign checks and authorize payments
2. Execute contracts on behalf of the Company
3. Open or close bank accounts
4. Apply for credit or loans
5. Bind the Company to any obligation

Section 3.5 - Founder's Reserved Powers

The Founder reserves the exclusive right to:

1. Dissolve the Company at any time

- 2. Create or eliminate subsidiaries
 - 3. Set compensation for all Members and employees
 - 4. Determine profit distributions
 - 5. Make all strategic decisions
 - 6. Hire, fire, and manage all personnel
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ARTICLE IV - MANAGEMENT AND OPERATIONS

Section 4.1 - Manager-Managed Company

The Company shall be manager-managed. CHAD ALLEN DOZIER SR. is the sole Manager with complete authority over all Company operations.

Section 4.2 - Board of Directors (Advisory Only)

A Board of Directors is established for ADVISORY PURPOSES ONLY. The Board has NO authority to override, veto, or countermand any decision of the Founder.

Board Composition:

Position	Name	Role
Chairman (Permanent)	Chad Allen Dozier Sr.	Final Decision Authority
Secretary	Glenn Tse	Records & Minutes
Director	Nicki Simpson Leggett	Family Representative
Director	David Roland Ford Sr.	Strategic Advisor
Director	Leronius “Lee” Marshall	Business Development
Director	James “Jimmy” Boyd	Operations
Director	Andrew “Andy” Kustes	Technology

Section 4.3 - Board Meetings

The Board shall meet quarterly or as called by the Chairman. All Board recommendations are advisory and non-binding.

ARTICLE V - VESTING AND FORFEITURE

Section 5.1 - Vesting Schedule

All Class B Membership Interests (Partners) are subject to a FOUR (4) YEAR vesting schedule:

Period	Vested Percentage
0-12 months	0% (Cliff Period)
12 months	25%
24 months	50%
36 months	75%
48 months	100%

Section 5.2 - Cliff Period

If a Member leaves or is terminated within the first 12 months, they forfeit ALL unvested interests. No partial vesting occurs during the cliff period.

Section 5.3 - Forfeiture Events

A Member shall forfeit ALL unvested interests upon:

1. Voluntary resignation
2. Termination for cause
3. Breach of this Agreement
4. Violation of non-compete

- 5. Violation of confidentiality
- 6. Death or permanent disability

Section 5.4 - Forfeited Interests

All forfeited interests shall automatically transfer to CHAD ALLEN DOZIER SR. at no cost.

ARTICLE VI - COMPENSATION

Section 6.1 - Founder Compensation

CHAD ALLEN DOZIER SR. - Founder/CEO/Chairman

- Base Salary: \$250,000 per year
- Profit Share: 50% of net profits (after expenses)
- Expense Account: Unlimited reasonable business expenses
- Benefits: Full health, dental, vision, life insurance
- Bonus: Discretionary, as determined by Founder
- Guaranteed Payment: Salary is guaranteed regardless of Company performance

Section 6.2 - Partner Compensation

Member	Title	Base Salary	Profit Share
Glenn Tse	Secretary/COO	\$150,000/yr	10%
James “Jimmy” Boyd	VP Operations	\$120,000/yr	5%
Andrew “Andy” Kustes	VP Technology	\$100,000/yr	5%
Leronius “Lee” Marshall	VP Business Dev	\$100,000/yr	5%

Section 6.3 - Payment Priority

Compensation shall be paid in the following order:

1. **FIRST:** Founder's guaranteed salary
2. **SECOND:** Partner salaries (pro-rata if insufficient funds)
3. **THIRD:** Founder's profit share
4. **FOURTH:** Partner profit shares
5. **FIFTH:** Retained earnings

Section 6.4 - Salary Adjustments

Only the Founder may adjust compensation. Partner salaries may be reduced or suspended at Founder's sole discretion based on Company performance.

ARTICLE VII - DISTRIBUTIONS

Section 7.1 - Distribution Authority

Only the Founder may authorize distributions to Members.

Section 7.2 - Distribution Order

1. Founder receives first \$250,000 annually (guaranteed)
2. Remaining profits distributed per ownership percentage
3. Founder may retain profits for Company operations

Section 7.3 - No Mandatory Distributions

There are NO mandatory distributions. The Founder has sole discretion over timing and amount of all distributions.

ARTICLE VIII - TRANSFER RESTRICTIONS

Section 8.1 - No Transfer Without Consent

No Member may sell, transfer, assign, pledge, or encumber their Membership Interest without the PRIOR WRITTEN CONSENT of CHAD ALLEN DOZIER SR.

Section 8.2 - Right of First Refusal

If any Member wishes to sell their interest, the Founder has the right to purchase at the same price and terms.

Section 8.3 - Drag-Along Rights

If the Founder sells the Company, all Members MUST sell their interests on the same terms.

Section 8.4 - Tag-Along Rights

If the Founder sells more than 50% of his interest, Members may participate in the sale pro-rata.

ARTICLE IX - NON-COMPETE AND CONFIDENTIALITY

Section 9.1 - Non-Compete Agreement

Each Member agrees NOT to:

1. Compete with the Company for FIVE (5) years after departure
2. Work for any competitor in sports technology, NIL, or athlete services
3. Start a competing business
4. Solicit Company customers or partners

Section 9.2 - Non-Solicitation

Each Member agrees NOT to solicit, hire, or recruit any Company employee, contractor, or partner for FIVE (5) years after departure.

Section 9.3 - Confidentiality

Each Member agrees to maintain PERPETUAL confidentiality of:

1. Trade secrets and proprietary information
2. Customer and partner lists
3. Financial information
4. Business strategies and plans
5. Technology and intellectual property

Section 9.4 - Remedies

Violation of this Article IX shall result in:

1. Immediate forfeiture of ALL Membership Interests
2. Injunctive relief
3. Monetary damages
4. Attorney's fees

ARTICLE X - INTELLECTUAL PROPERTY

Section 10.1 - Company IP

All intellectual property created by any Member or employee belongs exclusively to the Company.

Section 10.2 - Work for Hire

All work performed by Members is “work for hire” and the Company owns all rights.

Section 10.3 - Assignment

Each Member hereby assigns all IP rights to the Company, including:

1. Patents and patent applications
 2. Copyrights
 3. Trademarks
 4. Trade secrets
 5. Software and code
 6. Business methods
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ARTICLE XI - SUCCESSION

Section 11.1 - Founder Succession

Upon the death or permanent incapacity of CHAD ALLEN DOZIER SR.:

1. All Class A Interests transfer to NICKI SIMPSON LEGGETT
2. She becomes the new Managing Member
3. She assumes all Founder rights and powers
4. The Board meets within 30 days to confirm transition
5. Company operations continue uninterrupted

Section 11.2 - Successor's Powers

NICKI SIMPSON LEGGETT shall have ALL powers granted to the Founder under this Agreement, including:

1. Absolute veto power
 2. No removal clause protection
 3. Sole signature authority
 4. Distribution authority
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ARTICLE XII - DISSOLUTION

Section 12.1 - Dissolution Authority

ONLY CHAD ALLEN DOZIER SR. (or his successor) may dissolve the Company.

Section 12.2 - No Involuntary Dissolution

No Member, creditor, court, or other party may force dissolution of the Company.

ARTICLE XIII - AMENDMENTS

Section 13.1 - Amendment Authority

This Agreement may ONLY be amended with the WRITTEN CONSENT of CHAD ALLEN DOZIER SR.

Section 13.2 - Protected Provisions

The following provisions may NEVER be amended:

1. Article III (Founder's Absolute Control)
 2. Section 2.1 (Class A Super Voting)
 3. Section 3.2 (No Removal Clause)
 4. Section 11 (Succession)
 5. This Section 13.2
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ARTICLE XIV - SIGNATURES

IN WITNESS WHEREOF, the Members have executed this Operating Agreement.

FOUNDER/MANAGING MEMBER:

CHAD ALLEN DOZIER SR. Class A Member - 51% Date: _____

CLASS B MEMBERS:

GLENN TSE Class B Member - 19% Date: _____

JAMES "JIMMY" BOYD Class B Member - 10% Date: _____

ANDREW "ANDY" KUSTES Class B Member - 5% Date: _____

LERONIUS "LEE" MARSHALL Class B Member - 5% Date: _____

ACKNOWLEDGED AND ACCEPTED:

NICKI SIMPSON LEGGETT Designated Successor Date: _____

This Operating Agreement is legally binding upon execution by all parties. It is recommended that each Member consult with independent legal counsel before signing.

Prepared for: DOZIER HOLDINGS GROUP, LLC **Date:** January 6, 2026
