

E.P.I.C. 2023 LONG-TERM INCENTIVE PLAN

CUMULATIVE AWARD AGREEMENT

This Participant Cumulative Award Agreement (the “**Agreement**”) is entered into by and between E.P.I.C. Assets LLC, (the “**Company**”), and _____ (the “**Participant**”).

RECITAL

The Company desires to provide incentives for the Participant to exert maximum efforts for the success of the Company. In furtherance of same, the Company wishes to allow the Participant to earn cash incentives based on Company performance pursuant to the terms and conditions of the E.P.I.C. 2023 Long-Term Incentive Plan (the “**Plan**”) and this Agreement. Capitalized terms not defined herein have the meanings ascribed to them in the Plan.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the parties agree as follows:

1. **AWARDS**. The Company will award Benefits of Equity Shares (“BoE Shares”) to the Participant as set forth in the Award Table attached hereto as Attachment B, as periodically updated by the Company, subject to the terms and conditions of this Agreement and the Plan. All BoE Shares will immediately terminate upon their respective Expiration Dates, if any, as set forth in the Award Table.

2. **VESTING**. In addition to the above, Vesting shall be based upon several factors, including but not limited to: (i) time/service periods; (ii) production/performance requirements; and/or (iii) Qualified Earned Position (“QEP”) as defined in the Company’s published compensation plan at the time of a Monetization Event. Such schedule items will be referred to in the Award Table as “Default” Vesting.

For example, if a Monetization Event occurs when the Participant’s Award is 50% Vested per this Agreement and the Plan, 50% of the Participant’s total BoE Shares will participate in the disbursement of the funds in the Distribution Pool. Vesting percentages may go up or down with changes in a Participant’s production/performance or Qualified Earned Position per the Plan. BoE Shares will remain outstanding following any non-Change in Control Monetization Event and may participate in subsequent events.

In the event of a Monetization Event triggered by a Change in Control, the Participant will receive compensation equal to the value of their vested BoE Shares, subject to Section 4, below, and the Plan will expire/terminate.

3. **TERMINATION OF CONTINUOUS SERVICE**. All BoE Shares will be immediately forfeited upon a termination of Continuous Service as defined in the Plan, except

for a termination due to death, in which case the Vested BoE Shares will continue to be outstanding/held by the transferee until cancellation or expiration.

4. **DISTRIBUTIONS.** Vested BoE Share values, or parts thereof, will be distributed upon realization of a Monetization Event and creation of the Distribution Pool, per the Plan, based on the updated BoE Share value determined thereon, and will be made in a lump sum. See Plan Section 6 for additional distribution details.

5. **FORFEITURE FOR CAUSE OR LACK OF ELIGIBILITY.** All outstanding BoE Shares, both Vested and un-Vested, as well as any pending payments of previously Vested Awards, may be immediately forfeited upon the determination by the Board at its sole discretion that the Participant's behavior, activities, or actions constitute Cause or if the Participant fails to maintain eligibility as a Plan Participant pursuant to Section 7(b) of the Plan.

6. **NO FUND.** In no event shall any amounts be formally sequestered from the general assets of Company for the benefit of the Participant, and the Participant's right to payment in respect of his or her BoE Shares and shall be no greater than that of a general unsecured creditor of Company.

7. **NON-ASSIGNABILITY.** Any attempted assignment, transfer, pledge, hypothecation, or other disposition of these BoE Shares beyond those permitted in the Plan (for example, upon death), whether voluntary or involuntary, shall be null and void and without effect.

8. **PLAN CONTROLLING.** This Award and all rights of the Participant under this Agreement are subject to all terms and conditions of the Plan, which are incorporated herein by this reference. In the event of a conflict or inconsistency between this Agreement and the Plan, the Plan shall govern. The Participant acknowledges receipt of a copy of the Plan and agrees to be bound by the terms thereof and this Agreement. The Participant acknowledges reading and understanding the Plan and this Agreement.

9. **NO EQUITY-HOLDER RIGHTS.** In no event shall the Participant have any rights as an equity-holder of the Company as a result of the receipt, Vesting, or payout of BoE Shares.

10. **WITHHOLDING TAXES AND SECTION 409A.**

a) **Withholding.** The Company shall be entitled to perform all applicable federal, state, and local tax withholdings from any amounts payable under this Agreement, or other Participant compensation as it deems appropriate.

b) **Section 409A.** All payments and benefits provided under this Agreement are intended to either be exempt from or comply with Section 409A of the Internal Revenue Code, and the parties shall interpret this Agreement accordingly.

11. **NO LIABILITY OF BOARD MEMBERS.** No Board Member, officer, shareholder, director or employee of the Company or its designees shall be personally liable by

reason of any contract or other instrument executed by such member or on his behalf in his capacity as a member nor for any mistake of judgment made in good faith.

12. AMENDMENT. The Plan and this Agreement may be amended pursuant to the Plan. Such amendment must be in writing and signed by the Company. The Company may, however, unilaterally waive any provision of this Agreement in writing to the extent such waiver does not adversely affect the interests of the Participant hereunder, but no such waiver shall operate as or be construed to be a subsequent waiver of the same provision or a waiver of any other provision hereof.

13. GOVERNING LAW. Except to the extent pre-empted by federal law, this Agreement and all rights arising hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida without regard to any provisions thereof regarding conflict of laws. Venue and jurisdiction shall be Palm Beach County, Florida.

NEITHER THE PLAN NOR THIS AGREEMENT SHALL BE CONSTRUED AS GIVING THE PARTICIPANT THE RIGHT TO BE RETAINED IN THE EMPLOY OR SERVICE OF THE COMPANY OR ANY AFFILIATE THEREOF, NOR SHALL THEY INTERFERE IN ANY WAY WITH THE RIGHT OF THE COMPANY OR ANY AFFILIATE THEREOF, AS APPLICABLE, TO TERMINATE THE PARTICIPANT'S EMPLOYMENT OR SERVICE AT ANY TIME WITH OR WITHOUT CAUSE.

Effective as of the day and year first above written.

ACCEPTED BY PARTICIPANT:

Name: _____

Signature: _____

Date: _____

E.P.I.C. Assets LLC:

Name: _____

Title: _____

Signature: _____

Date: _____

Exhibit A - Vesting Schedule

Subject to all the terms and conditions hereof, Participant's right to receive a payout for their BoE Shares shall "Vest" as provided in the Vesting Schedule below or unless otherwise specified on the Participant Award Table (Exhibit B). The "Award Date" shall be defined as the date the BoE Shares were awarded as included in the Participant's Award Table. The Anniversary Dates below shall be based on the Award Date(s).

Vesting Schedule

	Vested Percentage by Qualified Earned Position					
Vesting Date	IMR	ET	ED	ND	SVP	PSVP
Award Date	0%	0%	0%	0%	0%	0%
1 st Anniversary Date	0%	0%	0%	0%	0%	25%
2 nd Anniversary Date	0%	0%	5%	10%	25%	50%
3 rd Anniversary Date	5%	5%	10%	15%	33%	67%
4 th Anniversary Date	10%	10%	15%	25%	50%	85%
5 th Anniversary Date	15%	15%	25%	33%	67%	100%
6 th Anniversary Date	25%	25%	33%	50%	85%	100%
7 th Anniversary Date	33%	33%	40%	67%	100%	100%

Exhibit B

PARTICIPANT AWARD TABLE

Reflecting Cumulative LTIP Awards granted to: _____, Participant.

Updated as of: _____, 20____

Award Number	Date of Award	Number of BoE Shares Granted	Base Price per BoE Share, if any	Award Vesting Schedule	Award Expiration Date, if any	

When the Award Vesting Schedule column is left blank or populated with “Default” or “n/a”, the BoE Shares shall vest as provided in Exhibit A – Vesting Schedule of this Agreement. When the Award Vesting Schedule column is populated with an anniversary, the vesting shall be accelerated to the specified anniversary date. For example, if the Award Vesting Schedule column is populated with “2nd Anniversary,” the Vesting of the awarded BoE Shares shall be accelerated by 2 years.

Authorized Company Representative:

Name: _____ Title: _____

Signature: _____ Date: _____