IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
CLOVER TECHNOLOGIES GROUP, LLC, *et al.*,[1]	)	Case No. 19-12680 (KBO)
Debtors.	)	(Jointly Administered)
	)	**Re: Docket No. 92**

NOTICE OF FILING OF FIRST AMENDED PLAN SUPPLEMENT FOR THE JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION OF CLOVER TECHNOLOGIES GROUP, LLC AND ITS DEBTOR AFFILIATES

Dated: January 14, 2020

PLEASE TAKE NOTICE that on January 8, 2020, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed the *Notice of Filing of Plan Supplement for the Joint Prepackaged Chapter 11 Plan of Reorganization of Clover Technologies Group, LLC and its Debtor Affiliates* [Docket No. 92] (the "Initial Plan Supplement"), with the United States Bankruptcy Court for the District of Delaware.

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file this amendment to the Initial Plan Supplement (the "First Amended Plan Supplement" and together with the Initial Plan Supplement, the "Plan Supplement") in support of the *Joint Prepackaged Chapter 11 Plan of Reorganization of Clover Technologies Group, LLC and its Debtor Affiliates* [Docket No. 4] (as may be amended or modified from time to time including all exhibits and supplements thereto, the "Plan")[2] filed in these chapter 11 cases on December 17, 2019. The documents contained in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. The Plan Supplement documents have not yet been approved by the Bankruptcy Court. If the Plan is approved, the documents contained in the Plan Supplement will be approved by the Bankruptcy Court pursuant to the Confirmation Order.

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Clover Technologies Group, LLC (9236); 4L Holdings Corporation (0292); 4L Technologies Inc. (5035); Clover Ithaca Properties, LLC (9236); Refurb Holdings, LLC (1230); Clover Wireless, LLC (0313); and Valu Tech Outsourcing, LLC (3563). The location of the Debtors' service address in these chapter 11 cases is: 5850 Granite Parkway, Suite 720, Plano, Texas 75024.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Plan.

PLEASE TAKE FURTHER NOTICE that the First Amended Plan Supplement includes the following documents, as may be amended, modified, or supplemented from time to time by the Debtors in accordance with the Plan, as set forth below:

- **Exhibit A** - New Organizational Documents
- **Exhibit F** - New Shareholders Agreement

PLEASE TAKE FURTHER NOTICE that certain documents, or portions thereof, contained in this Plan Supplement remain subject to continuing negotiations among the Debtors, the Required Consenting Term Loan Lenders, the Consenting Sponsors, and other interested parties with respect thereto. All parties reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date, or any such other date in accordance with the Plan, the Confirmation Order, or any other order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement or its amendments are subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

PLEASE TAKE FURTHER NOTICE that the forms of the documents contained in the Plan Supplement are integral to, and are considered part of, the Plan. If the Plan is approved, the documents contained in the Plan Supplement will be approved by the Bankruptcy Court pursuant to the order confirming the Plan.

PLEASE TAKE FURTHER NOTICE that the hearing (the "Confirmation Hearing") will be held before the Honorable Karen B. Owens, United States Bankruptcy Judge, in Courtroom No. 3 of the United States Bankruptcy Court, 824 North Market Street, Wilmington, Delaware, 19801, on **January 22, 2020, at 10:00 a.m., prevailing Eastern Time**, to consider the adequacy of the Disclosure Statement, any objections to the Disclosure Statement, confirmation of the plan, any objections thereto, and any other matter that may properly come before the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that the Confirmation Hearing may be adjourned or continued from time to time by the Bankruptcy Court without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on other parties entitled to notice.

PLEASE TAKE FURTHER NOTICE that the Plan, the Plan Supplement, and other documents and materials filed in these chapter 11 cases may be obtained at no charge from Stretto,[3] the Debtors' proposed notice, claims, and solicitation agent in these chapter 11 cases (the "Solicitation Agent"), by (a) accessing the Debtors' restructuring website at https://cases.stretto.com/clover; (b) emailing teamclover@stretto.com and referencing "Clover Technologies Group" in the subject line; (c) calling (855) 923-0996 (domestic toll free) or (949) 341-7245 (international toll), and asking for the Solicitation Group; or (d) writing to the Solicitation Agent at the following address: Clover Technologies Group Ballot Processing, c/o Stretto, 8269 E. 23rd Avenue, Suite 275, Denver, Colorado 80238. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at http://www.ecf.deb.uscourts.gov.

[*Remainder of page intentionally left blank.*]

[3] Stretto is the trade name of Bankruptcy Management Solutions, Inc., and its subsidiaries.

Dated: January 14, 2020
Wilmington, Delaware

/s/ Domenic E. Pacitti

Domenic E. Pacitti (DE Bar No. 3989)
Michael W. Yurkewicz (DE Bar No. 4165)
KLEHR HARRISON HARVEY BRANZBURG LLP
919 N. Market Street, Suite 1000
Wilmington, Delaware 19801
Telephone: (302) 426-1189
Facsimile: (302) 426-9193
Email: dpacitti@klehr.com
myurkewicz@klehr.com

-and-

Morton R. Branzburg (*pro hac vice* pending)
KLEHR HARRISON HARVEY BRANZBURG LLP
1835 Market Street, Suite 1400
Philadelphia, Pennsylvania 19103
Telephone: (215) 569-3007
Facsimile: (215) 568-6603
Email: mbranzburg@klehr.com

-and-

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)
Matthew C. Fagen (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: joshua.sussberg@kirkland.com
matthew.fagen@kirkland.com

Proposed Co-Counsel for the Debtors and Debtors in Possession

Exhibit A

New Organizational Documents

This **Exhibit A** contains the following organizational documents for Reorganized Clover:

- **Exhibit A(i)**: 4L Holdings Corporation Second Amended and Restated By-Laws
- **Exhibit A(ii)**: 4L Holdings Corporation Amended and Restated Certificate of Incorporation

Certain documents, or portions thereof, contained in this **Exhibit A** and the Plan Supplement remain subject to continuing negotiations among the Debtors, the Required Consenting Term Loan Lenders, the Consenting Sponsors, and other interested parties with respect thereto. All parties reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement or its amendments are subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

Exhibit A(i)

4L Holdings Corporation Second Amended and Restated By-Laws

Filed Version

SECOND AMENDED AND RESTATED BY-LAWS
OF
[**4L HOLDINGS CORPORATION**]

(Amended and Restated as of January [_], 2020 (the "Emergence Date"))

ARTICLE 1
OFFICES

Section 1.01. *Registered Office.* The registered office of 4L Holdings Corporation (the "Corporation") in the State of Delaware shall be as set forth in the Certificate of Incorporation of the Corporation (as amended from time to time, the "Certificate").

Section 1.02. *Other Offices.* The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors of the Corporation (the "Board") may from time to time determine or the business of the Corporation may require.

Section 1.03. *Books*. The books of the Corporation may be kept within or without the State of Delaware as the Board may from time to time determine or the business of the Corporation may require.

ARTICLE 2
MEETINGS OF STOCKHOLDERS

Section 2.01. *Time and Place of Meetings.* All meetings of the stockholders of the Corporation shall be held at such place, either within or without the State of Delaware, on such date and at such time as may be determined from time to time by the Board. Notwithstanding the foregoing, the Board may, in its sole discretion, determine that a meeting of stockholders will not be held at any place, but may instead be held by means of remote communications pursuant to Section 2.02. If remote access is not provided for a meeting, the meeting must be held in a place that is reasonably accessible to stockholders (as determined by the Board in its sole discretion).

Section 2.02. *Remote Communication*. If authorized by the Board in its sole discretion, and subject to such guidelines and procedures as the Board may adopt, stockholders and proxy holders not physically present at a meeting of stockholders may, by means of remote communication: (a) participate in a meeting of stockholders; and (b) be deemed present in person and vote at a meeting of stockholders, whether such meeting is to be held at a designated place or solely by means of remote communication; *provided* that (i) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder, (ii) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (iii) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such votes or other action shall be maintained by the Corporation.

Section 2.03. *Annual Meetings.* Unless directors are elected by written consent in lieu of an annual meeting as permitted by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended (the "DGCL"), an annual meeting of stockholders shall be held for the election of directors and to transact such other business as may properly be

brought before the meeting. The date of each annual meeting of stockholders shall be no later than 13 months after the date of the immediately preceding annual meeting (or, in the case of the first annual meeting, no later than 13 months after the Emergence Date but no earlier than a date in calendar year 2021).

Section 2.04. *Action by Written Consent of Stockholders.* Stockholders may, unless the Certificate or applicable law otherwise provides, take any action required or permitted to be taken at any meeting of the stockholders without a meeting, if stockholders (after taking into account the proxy granted to the Corporation pursuant to Section 2(l) of the Stockholders' Agreement) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted consent in writing or electronic submission; *provided* that prompt notice must be given to all stockholders of the taking of corporate action without a meeting when such action is taken by less than unanimous written consent.

Section 2.05. *Special Meetings*.

(a) Subject to the rights of the holders of any class or series of preferred stock of the Corporation, if any (the "Preferred Stock"), special meetings of the stockholders of the Corporation may be called by the Board or by the stockholders (individually or as a group) holding not less than a majority of the voting power of all outstanding shares of common stock of the Corporation ("Common Stock") and Preferred Stock to the extent entitled to vote (the "Requisite Percentage"), subject to the following: in order for a special meeting requested by one or more stockholders (a "Stockholder Requested Special Meeting") to be called, one or more written requests for a special meeting (each a "Special Meeting Request"), stating the purpose of the special meeting and the matters proposed to be acted upon thereat must be signed and dated by the Requisite Percentage of holders of Common Stock (or their duly authorized agents), and must be delivered to the Board at the principal executive offices of the Corporation and must set forth: (a) in the case of any director nominations proposed to be presented at such Stockholder Requested Special Meeting, the information required by Section 2.11; (b) in the case of any matter (other than a director nomination) proposed to be conducted at such Stockholder Requested Special Meeting, the information required by Section 2.12; and (c) an agreement by the requesting stockholder(s) to notify the Board immediately in the case of any disposition prior to the record date for the Stockholder Requested Special Meeting of shares of Common Stock owned of record and an acknowledgement that any such disposition shall be deemed a revocation of such Special Meeting Request to the extent such disposition causes the Requisite Percentage to no longer be met.

(b) A Stockholder Requested Special Meeting shall be held at such date and time as may be fixed by the Board; *provided, however*, that the Stockholder Requested Special Meeting shall be called for a date not less than 20 nor more than 60 calendar days after the Corporation receives a Special Meeting Request from the Requisite Percentage as provided in Section 2.05(a).

Section 2.06. *Notice of Meetings and Adjourned Meetings; Waivers of Notice*.

(a) Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, if any, date and hour of the meeting, the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by the DGCL, such notice shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder of record entitled to vote at such meeting. Unless

these Amended and Restated By-Laws ("By-Laws") otherwise require, when a meeting is adjourned to another time or place (whether or not a quorum is present), notice need not be given of the adjourned meeting if the time, place, if any, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, or after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting in accordance with this Section 2.06(a).

(b) A written waiver of any such notice signed by the person entitled thereto whether before or after the time of the meeting stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 2.07. *Quorum.* Unless otherwise provided under the Certificate or these By-Laws and subject to the DGCL, the presence, in person or by proxy, of the holders of a majority of the voting power of the outstanding shares of Common Stock and Preferred Stock (to the extent entitled to vote) generally entitled to vote at a meeting of stockholders shall constitute a quorum for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the chairperson of the meeting or a majority in voting interest of the stockholders present in person or represented by proxy shall adjourn the meeting, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 2.08. *Voting*.

(a) Subject to the rights of the holders of Preferred Stock, if any, and unless otherwise provided by the DGCL, the Certificate or these By-Laws, the affirmative vote of a majority of total voting power of the outstanding shares of Common Stock entitled to vote on the subject matter shall be the act of the stockholders.

(b) Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to a corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, appointed by an instrument in writing, subscribed by such stockholder or by his attorney thereunto authorized, or by proxy sent by cable, telegram or by any means of electronic communication permitted by the DGCL, which results in a writing from such stockholder or by his attorney, and delivered to the secretary of the meeting. Other than the proxy granted pursuant to the Corporation pursuant to Section 2(l) of the Stockholders' Agreement, no proxy shall be voted after three years from its date, unless said proxy provides for a longer period.

(c) Votes may be cast by any stockholder entitled to vote in person or by his proxy. In determining the number of votes cast for or against a proposal or nominee, shares abstaining from voting on a matter (including elections) will not be treated as a vote cast. A non-vote by a broker will be counted for purposes of determining a quorum but not for purposes of determining the number of votes cast.

Section 2.09. *Organization.* At each meeting of stockholders, the Chairperson of the Board, if one shall have been elected, or in the absence of the Chairperson or if one shall not have been elected, the director designated by the vote of the majority of the directors present at such meeting, shall act as chairperson of the meeting. The person whom the chairperson of the meeting shall appoint as secretary of the meeting shall act as secretary of the meeting and keep the minutes thereof.

Section 2.10. *Order of Business*. The order of business at all meetings of stockholders shall be as determined by the chairperson of the meeting.

Section 2.11. *Nomination of Directors.* Only persons who are nominated in accordance with the procedures set forth in these By-Laws and in the Stockholders' Agreement, dated as of the Emergence Date, of the Corporation (as it may be amended, modified or supplemented from time to time in accordance with the terms thereof, the "Stockholders' Agreement") shall be eligible to serve as directors.

Subject to the terms of the Stockholders' Agreement, nominations of persons for election to the Board may be made (a) by or at the direction of a majority of the directors, (b) by any stockholder (or affiliated group of stockholders) of the Corporation to the extent it is entitled to vote (voting together as a single class on an as-converted basis) (i) who are stockholders of record at the time of giving of notice provided for in this Section 2.11, (ii) are entitled to vote for the election of directors at the meeting, (iii) hold and have held (together with its affiliated group of stockholders, if applicable) at least 5% of the total voting power of the outstanding capital stock of the Corporation since the Emergence Date or for a period of at least a year, and (iv) comply with the notice procedures set forth in this Section 2.11, or (c) as otherwise provided in the Stockholders Agreement.

Such nominations, other than those made by or at the direction of the directors, shall be made pursuant to timely notice in writing to the Board. To be timely, a stockholder's notice in connection with an annual meeting of the stockholders shall be delivered to or mailed and received at the principal executive offices of the Corporation not less than 60 days nor more than 90 days prior to the first anniversary of the preceding year's annual meeting of stockholders (or, in the case of a special meeting of stockholders, delivered to or mailed and received at the principal executive offices of the Corporation not less than 10 days prior to the scheduled date of such special meeting); *provided, however*, that in the event that the date of the annual meeting is advanced more than 30 days prior to such anniversary date then to be timely such notice must be received by the Corporation no later than the later of 70 days prior to the date of the meeting and the 10th day following the day on which public announcement of the date of the meeting was made. Such stockholder's notice shall substantially set forth:

(a) as to each person whom the stockholder proposes to nominate for election or reelection as a director all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors, or is otherwise required, in each case pursuant to Item 401(a), Item 401(e), Item 401(f) and Item 404 of Regulation S-K under the Securities Act of 1933, as amended, and such person's written consent to being named in any proxy statement or similar materials as a nominee and to serving as a director if elected, and

(b) as to the stockholder giving the notice and as to each person whom the stockholder proposes to nominate for election or reelection as a director (if applicable to such nominee):

(i) the name and address, as they appear on the Corporation's books, of such stockholder

and any Stockholder Associated Person (defined below) covered by clause (ii) below; and

(ii) (A) the class and number of shares of the Corporation which are held of record or are beneficially owned by such stockholder and/or any Stockholder Associated Person with respect to the Corporation's securities, and (B) any derivative positions held or beneficially held by the stockholder and/or any Stockholder Associated Person and whether and the extent to which any hedging or other transaction or series of transactions has been entered into by or on behalf of, or any other agreement, arrangement or understanding has been made, the effect or intent of which is to increase or decrease the voting power of, such stockholder and/or any Stockholder Associated Person with respect to the Corporation's securities.

Except to the extent directors are elected by written consent of stockholders in accordance with the DGCL, no person shall be eligible to serve as a director of the Corporation unless nominated in accordance with the procedures set forth in these By-Laws. The chairperson of the meeting shall, if the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the procedures prescribed by these By-Laws, and if he or she should so determine, he or she shall so declare to the meeting and the defective nomination shall be disregarded.

"Stockholder Associated Person" of any stockholder means (A) any person controlling, directly or indirectly, or acting in concert with, such stockholder and/or (B) any person controlling, controlled by or under common control, with such Stockholder Associated Person.

Section 2.12. *Notice of Business.* At any annual meeting of the stockholders, only such business shall be conducted as shall have been brought before the meeting (a) by or at the direction of the Board or (b) by any stockholder of the Corporation who is a stockholder of record at the time of giving of the notice provided for in this Section 2.12, who shall be entitled to vote at such meeting and who complies with the notice procedures set forth in this Section 2.12. For business to be properly brought before a stockholder meeting by a stockholder, the stockholder must have given timely notice thereof in writing to the Board. To be timely, a stockholder's notice in connection with an annual meeting of the stockholders shall be delivered to or mailed and received at the principal executive offices of the Corporation not less than 60 days nor more than 90 days prior to the first anniversary of the preceding year's annual meeting of stockholders; *provided, however*, that in the event that the date of the annual meeting is advanced more than 30 days prior to such anniversary date then to be timely such notice must be received by the Corporation no later than the later of 70 days prior to the date of the meeting and the 10th day following the day on which public announcement of the date of the meeting was made. A stockholder's notice to the Board shall set forth as to each matter the stockholder proposes to bring before the meeting:

(a) A brief description of the business desired to be brought before the meeting and the reasons for conducting such business at the meeting;

(b) The name and address, as they appear on the Corporation's books, of the stockholder proposing such business and any Stockholder Associated Person covered by clauses (c) and (d) below;

(c) (i) the class and number of shares of the Corporation which are held of record or are beneficially owned by such stockholder and by any Stockholder Associated Person with respect to the Corporation's securities and (ii) any derivative positions held or beneficially held by the stockholder and any Stockholder Associated Person and whether and the extent to which any hedging or other transaction or series of transactions has been entered into by or on behalf of, or

any other agreement, arrangement or understanding has been made, the effect or intent of which is to increase or decrease the voting power of, such stockholder and/or any Stockholder Associated Person with respect to the Corporation's securities; and

(d) any material interest of the stockholder and/or any Stockholder Associated Person in such business.

Notwithstanding anything in these By-Laws to the contrary, no business shall be conducted at a stockholder meeting except in accordance with the procedures set forth in this Section 2.12. The chairperson of the meeting shall, if the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting and in accordance with the provisions of these By-Laws, and if he or she should so determine, he or she shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted. There shall be no limit on the number of matters that can be properly brought at a meeting.

ARTICLE 3
DIRECTORS

Section 3.01. *General Powers.* Except as otherwise provided in the DGCL or the Certificate, the business and affairs of the Corporation shall be managed by or under the direction of the Board.

Section 3.02. *Number.* The number of directors will be seven.

Section 3.03. *No Classified Board*. There shall be only one class of directors, which shall serve from one annual meeting until the next, subject to the terms of the Stockholders Agreement.

Section 3.04. *Election of Directors*. Directors shall be elected by a plurality vote of the voting power of the shares of stock of the Corporation entitled to vote generally in the election of directors. Cumulative voting shall not be permitted.

Section 3.05. *Quorum and Manner of Acting.* Unless the Certificate, these By-Laws or the Stockholders Agreement requires a greater number: (a) a majority of directors shall constitute a quorum for the transaction of business; *provided*, that, for so long as any Holder qualifies as a Nominating Stockholder pursuant to and under the terms and conditions set forth in the Stockholders' Agreement, a quorum shall not exist unless at least one Representative Director of each Nominating Stockholder is present; *provided, however,* at least one Representative Director of each Nominating Stockholder is not present at any two consecutive meetings of the Board held or otherwise called in accordance with the guidelines and procedures otherwise set forth herein, then the presence of such Representative Director(s) shall not be required to constitute a quorum for the transaction of business at the following meeting of the Board; and (b) the affirmative vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board. If a quorum cannot be met, then the meeting may be adjourned and rescheduled once for a later date. At the adjourned meeting, the Board may transact any business which might have been transacted at the original meeting. For purposes of such an adjourned meeting, the number of directors required for purposes of a quorum for a reconvened meeting will be reduced by the number of Directors that did not attend the initial meeting.

Section 3.06. *Vacancies on the Board*. Except as otherwise provided in the Stockholders Agreement, vacancies of a director seat will be filled by an affirmative vote of the majority of the remaining directors. If there are an even number of directors due to a vacancy on the Board and the Board's vote on appointing a director to fill such vacancy results in a tie, the Chairperson of

the Board will have a tiebreak vote on the appointment of the new director.

Section 3.07. *Removal of Directors*. Except as otherwise provided in the Stockholders Agreement, a director may be removed, with or without cause, by majority of the then-outstanding shares of the Corporation's voting capital stock.

Section 3.08. *Time and Place of Meetings.* The Board shall hold its meetings at such place, either within or without the State of Delaware, and at such time as may be determined from time to time by the Board (or the Chairperson, if any, in the absence of a determination by the Board). Unless otherwise restricted by the DGCL, the Certificate or these By-Laws, members of the Board or any committee thereof may participate in a meeting of the Board or any committee thereof by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Such participation in a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened.

Section 3.09. *Annual Meeting.* The Board shall meet for the purpose of organization, the election of officers and the transaction of other business, as soon as practicable after each annual meeting of stockholders, on the same day and at the same place where such annual meeting shall be held. Notice of such meeting need not be given. In the event such annual meeting is not so held, the annual meeting of the Board may be held at such place either within or without the State of Delaware, on such date and at such time as shall be specified in a notice thereof given as hereinafter provided in Section 3.11 herein or in a waiver of notice thereof signed by any director who chooses to waive the requirement of notice.

Section 3.10. *Regular Meetings.* After the place and time of regular meetings of the Board shall have been determined and notice thereof shall have been once given to each member of the Board, regular meetings may be held without further notice being given.

Section 3.11. *Special Meetings.* Special meetings of the Board may be called by the Chairperson of the Board, if any, or such other officer as may be delegated by the Board and shall be called by the Chairperson of the Board, if any, or such other officer on the written request of two directors. Notice of special meetings of the Board shall be given to each director at least three days before the date of the meeting in such manner as is determined by the Board.

Section 3.12. *Committees.* Promptly following the Emergence Date, the Board shall establish an audit committee, a nominating and corporate governance committee and a compensation committee. The Board may designate one or more other committees. Each committee shall consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee shall act in any manner or capacity only to the extent authorized by the Board; *provided, however*, such committees will not have or purport to exercise any powers of the Board nor will any such committees have the power to bind the Corporation contractually or to authorize the seal of the Corporation to be put on any papers. Each committee shall keep regular minutes of its meetings and report the same to the Board when required.

Section 3.13. *Action by Consent.* Unless otherwise restricted by the Certificate or these

By-Laws, any action required or permitted to be taken at any meeting of the Board may be taken without a meeting, if all members of the Board consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 3.14. *Resignation.* Any director may resign at any time by giving notice in writing to the Board. The resignation of any director shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 3.15. *Compensation.* Unless otherwise restricted by the Certificate or these By-Laws, the Board shall have authority to fix the compensation of directors, including fees and reimbursement of expenses.

Section 3.16. *Approval of the Budget*. In addition to the guidelines and procedures otherwise set forth herein, the consolidated budget of the Corporation and its Subsidiaries for each fiscal year (including fiscal year 2020) and any line-item deviations therefrom in excess of [5%] shall, in each case, also require the approval of the Representative Directors of the Vector Holder for so long as the Vector Holder holds a number of shares of Designated Stock equal to or greater than the Third Minimum Threshold; *provided*, if, subject to this Section 3.16, the Board cannot agree on the consolidated budget of the Corporation and its Subsidiaries for any fiscal year (other than fiscal year 2020), the consolidated budget of the Corporation and its Subsidiaries for such fiscal year shall be equal to the previous year's approved budget, increased in the aggregate by [5%].[1]

Section 3.17. *Super-Majority Board Approval*. In addition to the guidelines and procedures otherwise set forth herein, each of the following matters shall require the approval of at least 5 of the 7 directors:[2]

(a) the incurrence by the Company or any of its subsidiaries of indebtedness for borrowed money with a principal amount in excess of the [Adjusted EBITDA of the Corporation and its Subsidiaries, on a consolidated basis,] with respect to the last 12 months prior to the date of such determination;

(b) other than in the ordinary course of business, in one transaction or a series of related transactions, the entering into of (i) any merger or similar business combination with respect to the Corporation or any of its Subsidiaries, or (ii) any acquisition, investment or disposition of assets (including stock or other equity interests of another person), in each case, involving the receipt or payment of consideration in excess of the [Adjusted EBITDA of the Corporation and its Subsidiaries, on a consolidated basis,] with respect to the last 12 months prior to the date of such determination; *provided*, that the value of any non-cash consideration to be paid or received shall be the fair market value of such consideration as determined by the Board in good faith; and

(c) a QIPO.

ARTICLE 4
OFFICERS

[1] *Note to Draft*: Bracketed items to be updated (if necessary) prior to the Emergence Date.
[2] *Note to Draft*: Bracketed items to be conformed to form final Stockholders' Agreement.

Section 4.01. *Principal Officers.* The principal officers of the Corporation may consist of an Executive Chairperson (who shall be the same individual as the Chairperson of the Board), a Chief Executive Officer, a President, one or more Vice Presidents, a Treasurer and a Secretary or such other titles determined by the Board. The Secretary shall have the duty, among other things, to record the proceedings of the meetings of stockholders and the Board in a book kept for that purpose. The Corporation may also have such other principal officers, including one or more Controllers, as the Board may in its discretion appoint. One person may hold the offices and perform the duties of any two or more of said offices, except that no one person shall hold the offices and perform the duties of President and Secretary.

Section 4.02. *Election, Term of Office and Remuneration.* The principal officers of the Corporation shall be appointed by the Board in the manner determined by the Board. Each such officer shall hold office until his or her successor is appointed and qualified, or until his or her earlier death, resignation or removal. The remuneration of all officers of the Corporation shall be fixed by the Board. Any vacancy in any office shall be filled in such manner as the Board shall determine.

Section 4.03. *Removal.* Except as otherwise permitted with respect to subordinate officers, any officer may be removed, with or without cause, at any time, by resolution adopted by the Board.

Section 4.04. *Resignations.* Any officer may resign at any time by giving written notice to the Board (or to a principal officer if the Board has delegated to such principal officer the power to appoint and to remove such officer). The resignation of any officer shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.05. *Powers and Duties.* The officers of the Corporation shall have such powers and perform such duties incident to each of their respective offices and such other duties as may from time to time be conferred upon or assigned to them by the Board.

ARTICLE 5
GENERAL PROVISIONS

Section 5.01. *Fixing the Record Date.* (a) In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day immediately preceding the day on which notice is given, or, if notice is waived, at the close of business on the day immediately preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided*, *however*, that the Board may fix a new record date for the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not

precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

Section 5.02. *Dividends.* Subject to limitations contained in the DGCL and the Certificate, the Board may declare and pay dividends upon the shares of capital stock of the Corporation, which dividends may be paid either in cash, in property or in shares of the capital stock of the Corporation.

Section 5.03. *Fiscal Year.* The fiscal year of the Corporation shall commence on January 1 and end on December 31 of each year.

Section 5.04. *Corporate Seal.* The Corporation may adopt a corporate seal, which shall be in such form as may be approved from time to time by the Board. The Corporation may use the corporate seal by causing it or a facsimile thereof to be impressed or affixed in any matter reproduced.

Section 5.05. *Voting of Securities Owned by the Corporation.* The Board may authorize any person, on behalf of the Corporation, to attend, vote at and grant proxies to be used at any meeting of stockholders of any corporation or other entity (except this Corporation) in which the Corporation may hold stock or other securities or interests.

Section 5.06. *Amendments.* These By-Laws of the Corporation may be amended only if such amendment is approved by the Board and by a majority of the then-outstanding shares of the Corporation's capital stock entitled to vote thereon.

Section 5.07. *Transfer Of Shares; Restrictions On Transfer*. Subject to the Certificate and the terms of the Stockholders Agreement, shares of the capital stock of the Corporation may be transferred by the holder thereof or by such holder's duly authorized attorney upon (a) surrender of a certificate therefor properly endorsed or (b) receipt of proper transfer instructions from the registered holder of uncertificated shares or by such holder's duly authorized attorney and upon compliance with appropriate procedures for transferring shares in uncertificated form, unless waived by the Corporation. Any attempt to transfer any shares of capital stock not in compliance with these By-Laws, the Certificate or the Stockholders Agreement shall be null and void ab initio, and the Corporation shall not give any effect in the Corporation's stock records to such attempted transfer.

Section 5.08. *Construction; Definitions.* Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the DGCL shall govern the construction of these By-Laws; provided, that terms used by not otherwise defined herein shall have the meaning given to such terms in the Stockholders' Agreement (to the extent such terms are defined therein). Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular and the term "person" includes both a corporation and a natural person.

Exhibit A(ii)

4L Holdings Corporation Amended and Restated Certificate of Incorporation

Filed Version

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
[4L HOLDINGS CORPORATION]

(Amended and Restated as of January [_], 2020 (the "Emergence Date"))

4L Holdings Corporation, a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), does hereby certify as follows:

1. The present name of the Corporation is "4L Holdings Corporation". The Corporation filed a Certificate of Incorporation (the "Original Certificate") with the Secretary of State of the State of Delaware on March 17, 2010 under the name, "Clover Acquisition Corporation". Thereafter, the Corporation filed a Certificate of Amendment to the Original Certificate with the Secretary of State of the State of Delaware on May 10, 2011, changing its name to "4L Holdings Corporation".

2. The Corporation desires to amend and restate in its entirety the Original Certificate, as amended, pursuant to this Amended and Restated Certificate of Incorporation (this "Certificate"), which was duly adopted on the Emergence Date in accordance with the provisions of Section 303 of the General Corporation Law of the State of Delaware. The Corporation certifies that the filing of this Certificate is authorized by the [Confirmation Order].[1]

3. This Certificate is being filed pursuant to Section 245 of the General Corporation Law of the State of Delaware.

4. The terms of this Certificate are as follows:

ARTICLE 1

Section 1.01. *Name*. The name of the Corporation is "4L Holdings Corporation".

ARTICLE 2

Section 2.01. *Registered Office*. The address of the registered office of the Corporation in the State of Delaware is 251 Little Falls Drive in the City of Wilmington, County of New Castle, Delaware 19808. The name of its registered agent at such address is Corporation Service Company.

ARTICLE 3

Section 3.01. *Purpose*. The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended (the "DGCL").

ARTICLE 4

Section 4.01. *Capitalization*. The total number of shares of stock that the Corporation shall have authority to issue is 13,500,000 shares, consisting of solely:

(a) 12,500,000 shares of a single class of common stock, par value $0.01 per share (the "Common Stock"); and

[1] *Note to Draft*: To be conformed based on the Confirmation Order.

(b) 1,000,000 shares of preferred stock, par value $0.01 per share (the "Preferred Stock").

Section 4.02. *Common Stock*.

(a) Voting Rights. Each share of Common Stock shall be entitled to one vote per share on all matters on which stockholders generally are entitled to vote in person or by proxy. Any share of Common Stock held by the Corporation shall have no voting rights. Except as otherwise required by applicable law, the holders of Common Stock shall vote together as a single class on all matters submitted to a vote of stockholders of the Corporation generally. The holders of Common Stock shall not have cumulative voting rights.

(b) Dividends and Distributions. Subject to applicable law and to the preferences applicable to any Preferred Stock outstanding at any time, if any, the holders of shares of Common Stock shall be entitled to receive such dividends and other distributions in cash, property or shares of stock of the Corporation as may be declared thereon by the Corporation's Board of Directors (the "Board") from time to time out of assets or funds of the Corporation legally available therefor.

(c) Liquidation. If the Corporation shall be liquidated, dissolved or wound up, whether voluntarily or involuntarily, the holders of the Common Stock shall be entitled to share ratably in the net assets of the Corporation remaining after payment of all liquidation preferences, if any, applicable to any outstanding Preferred Stock.

Section 4.03. *Preferred Stock*. The Board is authorized, subject to limitations prescribed by applicable law and the provisions of Section 4.01 and Section 4.03, to provide for the issuance of the Preferred Stock in series, and by filing a certificate pursuant to the DGCL, to establish the number of shares to be included in each such series, and to fix the designation, relative rights, preferences and limitations of the shares of each such series. Subject to the foregoing, the authority of the Board with respect to each series shall include, but not be limited to, determination of the following:

(a) Number. The number of shares constituting that series and the distinctive designation of that series;

(b) Dividends. The dividend rate on the shares of that series;

(c) Voting Rights. Voting rights relative to that series; *provided* that, to the maximum extent permitted by the DGCL, to the extent such series has voting rights, such series will vote together with the Common Stock as a class on all matters to be voted on by the holders of the Common Stock; *provided, further*, that the holders of Preferred Stock shall not have cumulative voting rights;

(d) Redemption. Whether or not the shares of that series shall be redeemable, and, if so, the terms and conditions of such redemption, including the date or dates upon or after which they shall be redeemable, and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption dates;

(e) Rights on Winding Up. The rights of the shares of that series in the event of voluntary or involuntary liquidation, dissolution or winding up of the Corporation; and

(f) Other Rights. Any other relative rights, preferences and limitations of that series.

Section 4.04. *Non-Voting Securities.* The Corporation shall not issue non-voting equity securities; *provided, however*, that the foregoing restriction shall (a) have no further force and

effect beyond that required under Section 1123(a)(6) of Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"), (b) only have such force and effect for so long as Section 1123 of the Bankruptcy Code is in effect and applicable to the Corporation, and (c) in all events may be amended or eliminated in accordance with applicable law as from time to time may be in effect. The prohibition on the issuance of non-voting equity securities is included in this Certificate in compliance with Section 1123(a)(6) of the Bankruptcy Code (11 U.S.C. § 1123(a)(6)).

ARTICLE 5

Section 5.01. *Board of Directors*. The business and affairs of the Corporation shall be managed by or under the direction of the Board. The number of directors of the Corporation shall be determined from time to time in accordance with the By-Laws of the Corporation (the "By-Laws"). Each director shall hold office until such director's successor shall have been duly elected and qualified or until such director's earlier death, resignation or removal (in accordance with the By-Laws).

ARTICLE 6

Section 6.01. *Limited Liability of Directors*. To the fullest extent permitted by the DGCL, no director shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of any fiduciary or other duty as a director; *provided* that this provision shall not eliminate or limit the liability of a director (1) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (2) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (3) under Section 174 of the DGCL, or (4) for any transaction from which the director derived an improper personal benefit (unless and to the extent the DGCL eliminates this requirement). Neither the amendment nor the repeal of this ARTICLE 6 shall eliminate or reduce the effect thereof in respect of any matter occurring, or any cause of action, suit or claim that, but for this ARTICLE 6, would accrue or arise, prior to such amendment or repeal.

Section 6.02. *Indemnification.*

(a) Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (collectively, a "proceeding"), by reason of the fact that he or she is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer or trustee of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer or trustee or in any other capacity while serving as a director, officer or trustee, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by the DGCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) incurred or suffered by such indemnitee in connection therewith; provided, however, that with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board.

(b) In addition to the right to indemnification conferred in Section 6.02(a), an indemnitee shall also have the right to be advanced by the Corporation the expenses (including attorneys'

fees) incurred in defending any such proceeding in advance of its final disposition (an "advancement of expenses"); provided, however, that, if the DGCL requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (an "undertaking") by such indemnitee to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Section 6.02(b) or otherwise.

(c) If a claim under Section 6.02(a) or Section 6.02(b) is not paid in full by the Corporation within 60 days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. To the fullest extent permitted by the DGCL, if successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In any suit (i) brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses), it shall be a defense that the indemnitee has not met any applicable standard for indemnification set forth under the DGCL, and (ii) brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication with respect to such standard for indemnification. Neither the failure of the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth under the DGCL, nor an actual determination by the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this ARTICLE 6 or otherwise shall be on the Corporation.

(d) The rights to indemnification and to the advancement of expenses conferred in this ARTICLE 6 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, this Certificate, the By-Laws, agreement or otherwise.

(e) The Corporation shall maintain customary insurance at its expense to protect any director or officer of the Corporation or another corporation, partnership, joint venture, trust or other enterprise to the maximum extent of the coverage available for any such director or officer under such policy or policies against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

(f) The Corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this ARTICLE 6 with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

(g) The rights conferred upon indemnitees in this ARTICLE 6 shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director, officer or trustee and shall inure to the benefit of the indemnitee's heirs, executors and administrators. Any amendment, alteration or repeal of this ARTICLE 6 that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit, eliminate, or impair any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment or repeal. Each non-executive indemnitee shall be entitled to the same indemnification rights (including entering into a director indemnification agreement to the extent any other director of the Corporation is or at any time hereafter becomes a party to such an agreement) and coverage under the Corporation's directors' and officers' insurance policies, as other non-executive indemnitees. The Corporation acknowledges that certain non-executive indemnitees may have certain rights to indemnification, advancement of expenses and/or insurance provided by the investment funds and accounts to which such indemnitee provides advisory services (collectively, the "Other Indemnitors"). The Corporation hereby agrees (i) that the Corporation is the indemnitor of first resort (i.e., the Corporation's obligations to such indemnitee are primary and any obligation of the Other Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by such indemnitee are secondary), (ii) that the Corporation shall be required to advance the full amount of expenses incurred by such indemnitee and shall be liable for the full amount of all expenses and losses to the extent legally permitted and as required by the terms of this Certificate and/or the By-Laws, without regard to any rights such indemnitee may have against the Other Indemnitors, and (iii) that the Corporation irrevocably waives, relinquishes and releases the Other Indemnitors from any and all claims against the Other Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Corporation further agrees that no advancement or payment by the Other Indemnitors on behalf of such indemnitee with respect to any claim for which such indemnitee has sought indemnification from the Corporation shall affect the foregoing and the Other Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such indemnitee against the Corporation. The Corporation and such indemnitee agree that the Other Indemnitors are express third-party beneficiaries of the terms of this section.

ARTICLE 7

Section 7.01. *Amendments to Certificate*. This Certificate may be amended only in accordance with the DGCL, and all rights and powers conferred upon stockholders, directors and officers herein are granted subject to this reservation.

Section 7.02. *Amendments to By-Laws*. The By-Laws may be amended only if such amendment is approved by the Board and by a majority of the then-outstanding shares of the Corporation's capital stock entitled to vote thereon.

ARTICLE 8

Section 8.01. *Forum Selection*. The Court of Chancery of the State of Delaware (the "Court of Chancery") shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (a) any derivative action or proceeding brought on behalf of the Corporation, (b) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or employee of the Corporation to the Corporation or the Corporation's stockholders, (c) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the DGCL, this Certificate or the By-Laws, or (d) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine, except for, as to each of (a) through (d) above, any claim as to which the Court of

Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction.

Section 8.02. *Severability*. If any provision or provisions of this Certificate shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Certificate (including, without limitation, each portion of any sentence of this ARTICLE 8 containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

ARTICLE 9

Section 9.01. *Corporate Opportunities.*

(a) The Corporation renounces, to the fullest extent permitted by law, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, an Excluded Opportunity. An "Excluded Opportunity" is any matter, transaction or interest that is presented to, acquired, created or developed by, or which otherwise comes into the possession of (i) any director or officer of the Corporation who is not an employee of the Corporation or any of its subsidiaries, or (ii) any stockholder or any partner, member, director, stockholder, employee or agent of any such stockholder, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, "Covered Persons"), unless, in each case, such matter, transaction or interest is presented to, acquired, created or developed by, or otherwise comes into the possession of a Covered Person expressly and solely in connection with a Covered Person's capacity as a director, officer or stockholder of the Corporation.

(b) In addition to and notwithstanding the foregoing provisions of this Article 9, a corporate opportunity shall not be deemed to be a potential corporate opportunity for the Corporation or any of its affiliates if it is a business opportunity that (1) the Corporation and its affiliates are neither financially or legally able, nor contractually permitted to undertake, (2) from its nature, is not in the line of the Corporation's or its affiliates' business or is of no practical advantage to the Corporation or its affiliates or (3) is one in which the Corporation and its affiliates have no interest or reasonable expectancy.

(c) None of the amendment, alteration, change or repeal of this ARTICLE 9, nor the adoption of any provision of this Certificate or the Stockholders Agreement inconsistent with this ARTICLE 9 shall eliminate or reduce the effect of this ARTICLE 9 in respect of any matter occurring, or any cause of action, suit or claim that, but for this ARTICLE 9, would accrue or arise, prior to such amendment, alteration, change, repeal or adoption.

(d) To the fullest extent permitted by law, any person or entity purchasing or otherwise acquiring any interest in any shares of capital stock of the Corporation shall be deemed to have notice of and to have consented to the provisions of this ARTICLE 9.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the Emergence Date.

4L HOLDINGS CORPORATION

By: _____
Name: _____
Title: _____

Exhibit F

New Shareholders Agreement

This **Exhibit F** contains the New Shareholders Agreement. Certain documents, or portions thereof, contained in this **Exhibit F** and the Plan Supplement remain subject to continuing negotiations among the Debtors, the Required Consenting Term Loan Lenders, the Consenting Sponsors, and other interested parties with respect thereto. All parties reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement or its amendments are subject to certain consent and approval rights to the extent provided in the Plan or the Restructuring Support Agreement.

Filed Version

[4L HOLDINGS CORPORATION]
STOCKHOLDERS' AGREEMENT

This Stockholders' Agreement (this "Agreement") is made and entered into as of January [_], 2020 (the "Effective Date"),[1] by and among [4L Holdings Corporation], a [Delaware corporation] (the "Company"), all of the stockholders of the Company who were issued shares of Company Common Stock pursuant to the Plan (together with any other Person who hereafter becomes a party to this Agreement pursuant to the provisions hereof as a holder of shares of capital stock of the Company, each, a "Holder" and, collectively, the "Holders"), and, solely with respect to Sections 5(b), 6 and 8, the Warrantholders. The Company and the Holders are referred to collectively herein as the "Parties."

WHEREAS, each of the Holders, as of immediately prior to the initial execution of this Agreement, held certain claims against the Company and its Subsidiaries (the Company, together with its Subsidiaries, the "Debtors");

WHEREAS, the Debtors determined that the value of their estates would be best maximized and preserved through a reorganization under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the "Bankruptcy Code");

WHEREAS, on December 16, 2019 (the "Petition Date"), each of the Debtors commenced a voluntary case in the Bankruptcy Court for the District of Delaware for relief under chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases"), which cases were jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure under the caption *In re Clover Technologies Group, LLC*, Case No. 19-12680;

WHEREAS, on the Petition Date, the Debtors filed the *Joint Prepackaged Chapter 11 Plan of Reorganization of Clover Technologies Group, LLC and its Debtor Affiliates* (as amended, supplemented or otherwise modified in accordance with the terms thereof, the "Plan") in the Chapter 11 Cases;

WHEREAS, on the Effective Date, pursuant to the terms of the Plan and the authority of the Order Approving the Debtors' Disclosure Statement and Confirming the Plan (the "Confirmation Order"), this Agreement was deemed executed and delivered for the purpose of [(a) reflecting the withdrawal of the previous stockholder(s) of the Company, (b) governing certain affairs of, and the conduct of the business of, the Company, and (c) setting forth the Holders' respective rights and obligations];[2]

WHEREAS, on the Effective Date, pursuant to the Plan and the authority of the Confirmation Order, the capitalization of the Company shall be as set forth on Schedule 1 hereto; and

WHEREAS, on the Effective Date, pursuant to the Plan and the authority of the Confirmation Order, each Holder shall be deemed, as a result of having accepted their respective distribution of shares of Company Common Stock, to have accepted the terms and conditions of

[1] *Note to Draft*: Date of emergence to be inserted.

[2] *Note to Draft*: To be conformed (as necessary) based on the Plan and the Confirmation Order.

this Agreement (solely in their capacity as Holders) and to be parties hereto without any further action or execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the respective meanings set forth in this Section 1:

"Accredited Investor" means "an accredited investor" as defined under Rule 501(a) of Regulation D promulgated under the Securities Act.

["Adjusted EBITDA"] has the meaning set forth in the Credit Agreement.[3]

"Administrative Agent" has the meaning set forth in the Credit Agreement.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made (including any investment fund the primary investment advisor to which is such Person or an Affiliate thereof); *provided*, that for purposes of this Agreement, no Holder shall be deemed an Affiliate of the Company or any of its Subsidiaries.

"Agreement" has the meaning set forth in the preamble.

"Alternative Transaction" means the sale of Registrable Securities constituting less than one percent (1%) of the outstanding shares of Company Common Stock to one (1) or more purchasers in a registered transaction without a prior marketing process by means of (a) a bought deal, (b) a block trade, or (c) a direct sale.

"Approved Transferee" has the meaning set forth in Section 4(a).

"Bankruptcy Code" has the meaning set forth in the recitals.

"Board" means the board of directors of the Company.

"Board Observer" has the meaning set forth in Section 2(j).

"Business" means the repair, remanufacturing and/or reclamation of various wireless devices.

"Business Day" means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in New York, New York.

"By-Laws" means the Second Amended and Restated By-Laws of the Company, as amended from time to time.

"Certificate of Incorporation" means the Amended and Restated Certificate of Incorporation of the Company, as amended from time to time.

"Chapter 11 Cases" has the meaning set forth in the recitals.

"Chosen Courts" has the meaning set forth in Section 8(e).

"Close of Business" means 5:00 p.m. Eastern Time.

"Commission" means the Securities and Exchange Commission or any other federal agency then administering the Securities Act or Exchange Act.

"Company" has the meaning set forth in the preamble.

"Company Common Stock" means the common stock, par value $0.01 per share, of the Company.

"Company Common Stock Equivalent" has the meaning set forth in Section 7(a).

"Confidential Information" has the meaning set forth in Section 3(b)(i).

"Confirmation Order" has the meaning set forth in the recitals.

"Control" means, including the terms "controlled by" and "under common control with", as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Credit Agreement" means that certain [Term Loan Credit Agreement, dated as of January [_], 2020, by and among, *inter alia*, the Company, as holdings, certain Subsidiaries of the Company, as borrowers, and certain financial institutions party thereto, as lenders].[4]

"Debtors" has the meaning set forth in the recitals.

"Demand Eligible Holder" has the meaning set forth in Section 6(a)(i).

"Demand Eligible Holder Request" has the meaning set forth in Section 6(a)(i).

"Demand Notice" has the meaning set forth in Section 6(a)(i).

"Demand Registration" has the meaning set forth in Section 6(a)(i).

"Demand Registration Statement" has the meaning set forth in Section 6(a)(i).

"Designated Shares" means the outstanding shares of Company Common Stock other than (x) Excluded Shares and (y) any additional shares of Company Common Stock issuable in respect of such Excluded Shares pursuant to the preemptive rights set forth in Section 7 hereof; *provided*, that "Designated Shares" shall include outstanding shares of Company Common Stock issued as

[4] *Note to Draft*: To be conformed (as necessary) based on the form final Credit Agreement.

a stock split or stock dividend in respect of previously outstanding shares of Company Common Stock that are not otherwise Excluded Shares.

"Diameter Holder" means Diameter Capital Partners LP and its Affiliates that are Holders.

"Drag-Along Notice" has the meaning set forth in Section 5(a)(ii).

"Drag-Along Sale" has the meaning set forth in Section 5(a)(i).

"Drag-Along Stockholder" has the meaning set forth in Section 5(a)(i).

"Dragging Stockholder" has the meaning set forth in Section 5(a)(i).

"Effective Date" has the meaning set forth in the preamble.

"Effectiveness Period" has the meaning set forth in Section 6(a)(iii).

"Excess New Securities" has the meaning set forth in Section 7(b)(i).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Excluded Issuances" has the meaning set forth in Section 7(a).

"Excluded Shares" means the outstanding shares of Company Common Stock issued pursuant to any Excluded Issuance.

"Family Member" means, with respect to any natural Person, such Person's parents, spouse (but not including a former spouse or a spouse from whom such Person is legally separated) and descendants (whether or not adopted) and any trust, family limited partnership or limited liability company that is and remains solely for the benefit of such Person and such Person's spouse (but not including a former spouse or a spouse from whom such Person is legally separated) and/or descendants.

"Financial Statements" has the meaning set forth in Section 3(a).

"FINRA" means the Financial Industry Regulatory Authority.

"General Directors" means a Person nominated for election as a director by the General Stockholders.

"General Stockholders" means the Holders of outstanding shares of voting stock of the Company.

"Group" means a "group" within the meaning of the regulations promulgated by the Commission under Section 13(d) of the Exchange Act.

"Holder" has the meaning set forth in the preamble. A Person shall cease to be a Holder hereunder at such time as it ceases to hold any outstanding shares of capital stock of the Company.

"Holders of a Majority of Included Registrable Securities" means Holders of a majority of the Registrable Securities included in the Registration Statement.

"Indemnified Person" has the meaning set forth in Section 6(k)(i).

"Initial Term" has the meaning set forth in Section 2(a)(iii).

"Issuer Free Writing Prospectus" means an issuer free writing prospectus, as defined in Rule 433, relating to an offer of the Registrable Securities.

"Joinder" has the meaning set forth in Section 4(a).

"Losses" has the meaning set forth in Section 6(k)(i).

"Major Transferee" means an Approved Transferee to which a Nominating Stockholder transfers, in accordance with the terms and conditions of this Agreement (including Section 2(c)), a number of Designated Shares at least equal to the Minimum Threshold.

"Management Incentive Plan" means an incentive equity plan for members of the Company's management team implemented by the Company and the Board following the date hereof.

"Maximum Offering Size" has the meaning set forth in Section 6(a)(iv).

"Minimum Threshold" means ten percent (10%) of the Designated Shares.

"New Issuance Notice" has the meaning set forth in Section 7(a).

"New Securities" has the meaning set forth in Section 7(a).

"Nominating Stockholder" means each of the Diameter Holder, the SP Holder and/or, the Vector Holder and/or any Major Transferee of such Holders, in each case, so long as such Person holds a number of Designated Shares at least equal to the Minimum Threshold and does not otherwise transfer and assign, in accordance with the terms and conditions of this Agreement (including Section 2(c)), its rights under Section 2 with respect to the designation of directors.

"Non-Recourse Parties" has the meaning set forth in Section 8(m).

"Other Registrable Securities" means (a) the Company Common Stock, (b) any securities issued or issuable with respect to, on account of or in exchange for Company Common Stock, whether by stock split, stock dividend, recapitalization, merger, consolidation or other reorganization, charter amendment or otherwise and (c) any options, warrants (other than the Warrants) or other rights to acquire, and any securities received as a dividend or distribution in respect of, any of the securities described in clauses (a) and (b) above, in each case, held by any other Person who has rights to participate in any offering of securities by the Company pursuant to a registration rights agreement or other similar arrangement with the Company or any direct or indirect parent of the Company relating to the Company Common Stock (which shall not include this Agreement).

"Parties" has the meaning set forth in the preamble.

"Person" means any individual, partnership, corporation, company, association, trust, joint venture, limited liability company, unincorporated organization, entity or division, or any government, governmental department or agency or political subdivision thereof.

"Person engaged in the Business" means, as of the date of determination, any Person (other than the Company and its Subsidiaries) deriving, during the last twelve (12) months, fifty percent (50%) or more of such Person's and its Affiliates' consolidated net revenues from services and/or products similar to those provided by and/or that could reasonably be considered to compete with the Business.

"Petition Date" has the meaning set forth in the recitals.

"Piggyback Eligible Holders" has the meaning set forth in Section 6(b)(i).

"Piggyback Notice" has the meaning set forth in Section 6(b)(i).

"Piggyback Registration" has the meaning set forth in Section 6(b)(i).

"Piggyback Registration Statement" has the meaning set forth in Section 6(b)(i).

"Piggyback Request" has the meaning set forth in Section 6(b)(i).

"Plan" has the meaning set forth in the recitals.

"Preemptive Rightholder" has the meaning set forth in Section 7(a).

"Preferred Stock" has the meaning set forth in the Certificate of Incorporation.

"Proportionate Percentage" has the meaning set forth in Section 7(b)(i).

"Proposed Price" has the meaning set forth in Section 7(a).

"Proposed Transferee" has the meaning set forth in Section 5(b)(i).

"Prospectus" means the prospectus included in a Registration Statement (including a prospectus that includes any information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance upon Rule 430A), all amendments and supplements to the Prospectus, including post-effective amendments, all material incorporated by reference or deemed to be incorporated by reference in such Prospectus and any Issuer Free Writing Prospectus.

"Public Offering" means any sale to the public pursuant to a public offering registered (other than a registration effected solely to implement an employee benefit plan or a transaction to which Rule 145 is applicable) under the Securities Act.

"QIPO" means an initial public offering pursuant to which the Company Common Stock is admitted for trading on the New York Stock Exchange or The NASDAQ Stock Market with an aggregate offering value (net of underwriters' discounts and selling commissions) of at least the [Adjusted EBITDA of the Company and its Subsidiaries, on a consolidated basis,] with respect to the last twelve (12) months prior to the date of such determination.

"Qualified Holder" means one or more Holders who beneficially own in the aggregate twenty percent (20%) or more of the outstanding shares of Company Common Stock as of the date of determination.

"Registrable Securities" means (a) any Company Common Stock, (b) any securities issued or issuable with respect to, on account of or in exchange for Company Common Stock, whether by stock split, stock dividend, recapitalization, merger, consolidation or other reorganization, charter amendment or otherwise and (c) any options, warrants or other rights to acquire, and any securities received as a dividend or distribution in respect of, any of the securities described in clauses (a) and (b) above, in each case, that are held by the Holders, Warrantholders and their respective Affiliates or any transferee or assignee of any Holder, Warrantholder or its Affiliates after giving effect to a transfer made in compliance with this Agreement (including Section 4(a)), in each case, whether now held or hereafter acquired, all of which securities are subject to the rights provided herein until such rights terminate pursuant to the provisions of this Agreement. As to any particular Registrable Securities, such securities shall not be Registrable Securities when (a) a Registration Statement registering such Registrable Securities under the Securities Act has been declared effective and such Registrable Securities have been sold, transferred or otherwise disposed of by the Holder or Warrantholder thereof pursuant to such effective Registration Statement, (b) such Registrable Securities are sold, transferred or otherwise disposed of pursuant to Rule 144, (c) such securities cease to be outstanding, or (d) such securities are held by a Holder or Warrantholder who, together with its Affiliates, holds less than one percent (1%) of the outstanding shares of Company Common Stock and in the hands of such Holder all such securities may be sold pursuant to Rule 144 without limitations.

"Registration Expenses" means: (a) all registration, qualification and filing fees and expenses (including fees and expenses (i) of the Commission or FINRA, (ii) incurred in connection with the listing of the Registrable Securities on the Trading Market, and (iii) in compliance with applicable state securities or "blue sky" laws (including reasonable fees and disbursements of counsel for the underwriters in connection with "blue sky" qualifications of the Registrable Securities)); (b) printing expenses (including expenses of printing certificates for the Company's shares and of printing prospectuses); (c) analyst or investor presentation or road show expenses of the Company and the underwriters, if any; (d) messenger, telephone and delivery expenses; (e) fees and disbursements of counsel (including any local counsel), auditors and accountants for the Company (including the expenses incurred in connection with "comfort letters" required by or incident to such performance and compliance); (f) the reasonable fees and disbursements of underwriters to the extent customarily paid by issuers or sellers of securities (including, if applicable, the fees and expenses of any "qualified independent underwriter" and its counsel) that are required to be retained in accordance with the rules and regulations of FINRA and the other reasonable fees and disbursements of underwriters (including reasonable fees and disbursements of counsel for the underwriters) in connection with any FINRA qualification; (g) fees and expenses of any special experts retained by the Company; (h) Securities Act liability insurance, if the Company so desires such insurance; (i) reasonable fees and disbursements of one counsel (along with any reasonably necessary local counsel) representing all Holders participating in such registration mutually agreed by Holders of a Majority of Included Registrable Securities participating in such registration; and (j) fees and expenses payable in connection with any ratings of the Registrable Securities, including expenses relating to any presentations to rating agencies.

"Registration Statement" means a registration statement of the Company filed with or to be filed with the Commission under the Securities Act and other applicable law, including any Prospectus, amendments and supplements to each such registration statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

"Related Party" has the meaning set forth in Section 2(g).

"Related Party Transaction" has the meaning set forth in Section 2(g).

"Representative Director" means a Person designated and otherwise nominated for election as a director by a Nominating Stockholder.

"Representatives" of a Person means, as applicable, such Person's partners, shareholders, members, directors, officers, employees, agents, counsel, accountants, consultants, investment advisers or other professionals or representatives, or its Affiliates or wholly-owned Subsidiaries.

"Rule 144" means Rule 144 promulgated by the Commission pursuant to the Securities Act, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Rule 145" means Rule 145 promulgated by the Commission pursuant to the Securities Act, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Rule 158" means Rule 158 promulgated by the Commission pursuant to the Securities Act, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Rule 405" means Rule 405 promulgated by the Commission pursuant to the Securities Act, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Rule 424" means Rule 424 promulgated by the Commission pursuant to the Securities Act, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Rule 430A" means Rule 430A promulgated by the Commission pursuant to the Securities Act, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Rule 433" means Rule 433 promulgated by the Commission pursuant to the Securities Act, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

"Sale Notice" has the meaning set forth in Section 5(b)(ii).

"Seasoned Issuer" means an issuer eligible to use Form S-3 under the Securities Act and who is not an "ineligible issuer" as defined in Rule 405.

"Second Minimum Threshold" means twenty percent (20%) of the Designated Shares.

"Securities Act" means the Securities Act of 1933, as amended.

"Selling Expenses" means all underwriting fees, discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities and related legal and other fees of a Holder not included within the definition of Registration Expenses.

"Selling Stockholder" has the meaning set forth in Section 5(b)(i).

"SP Holder" means Sound Point Capital Management, LP and its Affiliates that are Holders.

"Specified Issuance" has the meaning set forth in Section 7(c).

"Subject Purchaser" has the meaning set forth in Section 7(a).

"Subsidiary" means, with respect to any Person, any other Person directly or indirectly controlled by such Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made (including any investment fund the primary investment advisor to which is such Person or an Affiliate thereof).

"Suspension Period" has the meaning set forth in Section 6(d).

"Tag-Along Holder" has the meaning set forth in Section 5(b)(i).

"Tag-Along Notice" has the meaning set forth in Section 5(b)(iii).

"Tag-Along Period" has the meaning set forth in Section 5(b)(iii).

"Tag-Along Sale" has the meaning set forth in Section 5(b)(i).

"Tag-Along Seller" has the meaning set forth in Section 5(b)(iii).

"Third Minimum Threshold" means thirty percent (30%) of the Designated Shares.

"Trading Market" means the principal national securities exchange in the United States on which Registrable Securities are (or are to be) listed.

"Vector Holder" means Vector Capital Management L.P. and its Affiliates that are Holders.

"Warrantholders" means the parties to the Warrant Agreement and the holders of the Warrants.

"Warrants" means the warrants issued pursuant to the Plan representing the right to acquire up to 500,000 shares of Company Common Stock as of the date hereof.

"Warrant Agreement" means the Warrant Agreement, dated as of the date hereof, by and between the Company and the parties thereto, pursuant to which the Warrants were issued.

"WKSI" means a "well known seasoned issuer" as defined under Rule 405 and which (a) is a "well-known seasoned issuer" under paragraph (1)(i)(A) of such definition or (b) is a "well-known seasoned issuer" under paragraph (1)(i)(B) of such definition and is also a Seasoned Issuer.

Unless the context requires otherwise: (a) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms; (b) references to Sections, Schedules, Exhibits, paragraphs and clauses refer to Sections, Schedules, Exhibits paragraphs and clauses of this Agreement; (c) the terms "include", "includes", "including" or words of like import shall be deemed to be followed by the words "without limitation"; (d) the terms "hereof", "herein" or

"hereunder" refer to this Agreement as a whole and not to any particular provision of this Agreement; (e) the term "or" is not exclusive and shall have the inclusive meaning of "and/or"; (f) defined terms herein will apply equally to both the singular and plural forms and derivative forms of defined terms will have correlative meanings; (g) references to any law or statute shall be deemed to refer to such law or statute as amended or supplemented from time to time and shall include all rules and regulations and forms promulgated thereunder, and references to any law, rule, form or statute shall be construed as including any legal and statutory provisions, rules or forms consolidating, amending, succeeding or replacing the applicable law, rule, form or statute; (h) references to any Person include such Person and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns; (i) references to "days" are to calendar days unless otherwise indicated; (j) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded; (k) references to "writing" or "written" shall include electronic mail; and (l) all references to $, currency, monetary values and dollars set forth herein shall mean United States dollars. Each Party acknowledges that it was actively involved in the negotiation and drafting of this Agreement and that no law or rule of construction shall be raised or used in which the provisions of this Agreement shall be construed in favor or against any Party because one is deemed to be the author thereof.

2. Board of Directors.

(a) Composition and Size. From and after the date hereof, each Holder shall vote (or cause to be voted) all of such Holder's Company Common Stock and any other voting securities of the Company over which such Holder has voting control and shall take all other necessary or desirable actions within such Holder's control (including attendance at meetings in person or by proxy for purposes of obtaining a quorum and execution of written consents in lieu of meetings), and the Company shall take all necessary or desirable actions within its control (including calling special board and stockholder meetings), so that:

(i) for so long as any Holder qualifies as a "Nominating Stockholder" pursuant to and under the terms and conditions set forth in this Agreement, the number of directors constituting the Board shall be seven (7);

(ii) subject to Section 2(c), the following individuals are elected and continue to serve as directors of the Board:

(A) three (3) individuals designated by the Vector Holder so long as the Vector Holder holds a number of Designated Shares equal to or greater than the Third Minimum Threshold; *provided, however*, if the Vector Holder ceases to hold, at any time, a number of Designated Shares at least equal to the Third Minimum Threshold but continues to hold a number Designated Shares equal to or greater than the Second Minimum Threshold, the number of individuals the Vector Holder shall have the right to designate shall be reduced to two (2) individuals; *provided, further*, if the Vector Holder ceases to hold, at any time, a number of Designated Shares at least equal to the Second Minimum Threshold but continues to hold a number of Designated Shares equal to or greater than the Minimum Threshold, the number of individuals the Vector Holder shall have the right to designate shall be reduced to one (1) individual;

(B) one (1) individual designated by the Diameter Holder so long as the Diameter Holder holds a number of Designated Shares equal to or greater than the Minimum Threshold;

(C) one (1) individual designated by the SP Holder so long as the SP Holder holds a number of Designated Shares equal to or greater than the Minimum Threshold;

(D) the Person elected and otherwise appointed by the Board to serve as the Chief Executive Officer of the Company; and

(E) one (1) individual, elected by the General Stockholders in accordance with the By-Laws;

(iii) the individuals nominated as directors as of the date hereof shall, subject to each such individual's resignation or removal by the applicable Nominating Stockholder (in the case of a Representative Director) or by the General Stockholders (in the case of the General Directors), serve as directors on the Board until the annual meeting of the stockholders of the Company in 2021 (the "Initial Term");

(iv) at each annual meeting of the stockholders of the Company (or in connection with any written consent in lieu of an annual meeting) at which a Nominating Stockholder are entitled to nominate a Representative Director, the Person(s) so nominated shall be elected or reelected, as applicable, at such annual meeting (or in such written consent, if applicable); and

(v) at the option of the Vector Holder, and for so long as the Vector Holder holds a number of Designated Shares equal to or greater than the Third Minimum Threshold, one director nominated by the Vector Holder shall also participate in the committees established by the Board; *provided, however*, that this clause (v) shall not be applicable immediately prior to, and following, the consummation of a QIPO.

(b) Minimum Thresholds. If, at any time, the Vector Holder ceases to hold a number of Designated Shares equal to or greater than (i) the Third Minimum Threshold, then one (1) of the (3) Representative Directors designated by the Vector Holder shall be selected by the Vector Holder and immediately removed from the Board, (ii) the Second Minimum Threshold, then one (1) of the two (2) Representative Directors designated by the Vector Holder shall be selected by the Vector Holder and immediately removed from the Board, and (iii) the Minimum Threshold, the sole Representative Director designated by the Vector Holder shall be immediately removed from the Board, in each case of the foregoing clauses (i), (ii) and (iii), without any further action by the Board, and the resulting vacancy shall be filled in accordance with the By-Laws. Furthermore, if the Vector Holder ceases to hold a number of Designated Shares equal to or greater than the Third Minimum Threshold, the director serving on the committees established by the Board shall be immediately removed from such position(s) without further any action by the Board or such committee and the resulting vacancy shall be filled in accordance with the By-Laws. If, at any time, the Diameter Holder or the SP Holder ceases to hold a number of Designated Shares equal to or greater than the Minimum Threshold, then the Representative Director designated by the Diameter Holder and/or the SP Holder, as applicable, shall be immediately removed from the Board, in each case, without any further action by the Board, and the resulting vacancy shall be

filled in accordance with the By-Laws. The number of directors who shall be nominated in accordance with Section 2(a)(ii)(E) shall be irrevocably increased by one for each designee removed pursuant to the foregoing sentences.

(c) Assignment of Nominating Stockholder Rights. A Nominating Stockholder, in such Nominating Stockholder's sole discretion, shall, in connection with the transfer of a number of Designated Shares at least equal to the Minimum Threshold in accordance with the terms and conditions of this Agreement, have the right to assign to a Major Transferee each of such Person's rights under this Section 2 corresponding to such Designated Shares with respect to the designation of directors of the Board. If a Nominating Stockholder shall exercise such right, the Nominating Stockholder must explicitly transfer such designation rights to the applicable Major Transferee in addition to delivering written notice thereof to the Company, and the Company shall within three (3) Business Days thereafter deliver written notice thereof to all of the other Holders.

(d) Nomination of Representative Directors. Notwithstanding anything to the contrary in the By-Laws, unless a Nominating Stockholder provides written notice to the Company and its Representative Director, as applicable, no later than sixty (60) days prior to an annual meeting of the stockholders of the Company (or at any time prior to a solicitation by written consent in lieu of such annual meeting) that the then-current Representative Director will not be nominated for reelection to the Board at such annual meeting of the stockholders of the Company (or through such written consent in lieu of such annual meeting), such then-current Representative Director shall be automatically nominated for reelection to the Board at such annual meeting (or through such written consent in lieu of such annual meeting), unless at the time of such meeting (or such written consent) such Nominating Stockholder no longer has the right to nominate such Representative Director.

(e) Removal of Directors. Notwithstanding anything to the contrary in the By-Laws, (i) a Representative Director may only be removed with or without cause at any time by his or her Nominating Stockholder and all other Holders shall abstain from attempting to replace any such Representative Director, and (ii) a General Director may be removed with or without cause at any time by the General Stockholders, in each case, providing written notice to the Board at least one Business Day prior to the effectiveness of such removal.

(f) Vacancies on the Board. Notwithstanding anything to the contrary in the By-Laws, any vacancy on the Board resulting from the death, designation, removal or otherwise of a Representative Director or a General Director shall be filled by the relevant Nominating Stockholder or the General Stockholders, as applicable.

(g) Related Party Transactions. The Board shall take reasonable steps to cause the Company to enact controls so that the Company does not, and does not permit any of its Subsidiaries to, enter into any agreement or transaction (or amendment or modification thereto) with any Holder owning more than five percent (5%) of the total number of outstanding shares of Company Common Stock, any director or officer of the Company or any of its Subsidiaries or any "affiliate", "associate" or member of the "immediate family" (as such terms are respectively defined in Rule 12b-2 and 16a-1 of the Exchange Act) of any such Holder, director or officer (collectively, a "Related Party"), except in connection with a Holder's (other than a director or officer's) employment with the Company or such Subsidiary in the ordinary course of business, without the affirmative vote of a majority of the directors of the Board (excluding any director who is, or is a Related Party of, the Person with whom the Company or any of its Subsidiaries is

proposing to enter into the relevant agreement or transaction (or amendment or modification thereto)) (a "Related Party Transaction"), subject to all other requirements in this Agreement, the Certificate of Incorporation and the By-Laws necessary to effectuate an act of the Board. In any case, all Related Party Transactions must be on arm's-length terms; *provided, however,* that any issuance of equity securities pursuant to the pre-emptive rights described in Section 7 below shall not be deemed a Related Party Transaction; *provided, further*, that approval by the Board of a Related Party Transaction in accordance with the terms of this Section 2(g) shall be deemed to be conclusive evidence that such Related Party Transaction is on arm's length terms.

(h) Governing Documents. In the event of any conflict between the terms and provisions of this Agreement and those contained in the Certificate of Incorporation, By-Laws and other similar governing documents of the Company, the terms and provisions of this Agreement shall govern and control to the maximum extent permitted by applicable law.

(i) Initial Directors. The initial directors to serve during the Initial Term shall be: [_].[5]

(j) Board Observers. If any Holder (who is not a Nominating Stockholder), together with its Affiliates, holds more than ten percent (10%) of the total number of outstanding shares Company Common Stock as of the relevant date of determination, then the Company shall invite a Representative of such Holder (a "Board Observer") to attend the upcoming meeting(s) of the Board, in a non-voting capacity, and give such Board Observer copies of all notices, minutes, consents and other materials, financial or otherwise that the Company provides to its directors in connection with such meetings; *provided, however,* that the Board Observer shall agree to hold in confidence and trust and to act in a fiduciary manner with respect to all information so provided; *provided, further*, that the Company reserves the right to withhold any information and to exclude such Board Observer from any meeting or portion thereof if access to such information or attendance at such meeting if the Company believes in good faith, upon advice of outside counsel, that such exclusion is reasonably necessary to preserve attorney-client privilege between the Company and its counsel. The decision of the Board with respect to the privileged or confidential nature of such information shall be final and binding.

(k) Reimbursement. Each director of the Board and Board Observer shall be entitled to reimbursement from the Company for his or her reasonable and documented out-of-pocket expenses (including travel) incurred in attending any meeting of the Board or any committee thereof, pursuant to Company policy.

(l) Proxy. EACH HOLDER HEREBY GRANTS TO, AND APPOINTS, THE COMPANY, THE OFFICERS OF THE COMPANY, AND ANY OTHER DESIGNEE OF THE COMPANY, EACH OF THEM INDIVIDUALLY, SUCH HOLDER'S PROXY AND ATTORNEY-IN-FACT (WITH FULL POWER OF SUBSTITUTION) TO VOTE (WHETHER AT A MEETING OR VIA WRITTEN CONSENT) THE OUTSTANDING SHARES OF CAPITAL STOCK OF THE COMPANY AS INDICATED IN THIS SECTION 2; *PROVIDED*, THAT, FOR THE AVOIDANCE OF DOUBT, EACH HOLDER SHALL RETAIN THE RIGHT TO VOTE FOR THE GENERAL DIRECTOR OF THEIR CHOOSING IN ACCORDANCE WITH SECTION 2(A)(II)(E) AND THE BY-LAWS. EACH HOLDER INTENDS THIS PROXY TO BE IRREVOCABLE (UNTIL THE TERMINATION OF THIS AGREEMENT) AND COUPLED WITH AN INTEREST AND WILL TAKE SUCH FURTHER ACTION OR

[5] *Note to Draft*: To be finalized and inserted prior to the Effective Date.

EXECUTE SUCH OTHER INSTRUMENTS AS MAY BE NECESSARY TO EFFECTUATE THE INTENT OF THIS PROXY. NOTWITHSTANDING THE FOREGOING, THE PROXY AND ATTORNEY-IN-FACT GRANTED PURSUANT TO THIS SECTION 2(L) SHALL NOT BE EXERCISED OR EXERCISABLE BY THE COMPANY, THE OFFICERS OF THE COMPANY AND/OR ANY OTHER DESIGNEE OF THE COMPANY UNTIL THREE (3) BUSINESS DAYS AFTER NOTICE OF THE ACTION TO BE TAKEN PURSUANT TO THIS SECTION 2 HAS BEEN RECEIVED BY THE HOLDERS.

3. Information Rights.

(a) Financial Statements; Earnings Calls. The Company will furnish to each Holder the following: (i) within forty-five (45) days following the conclusion of each of the Company's fiscal quarters ending after the date hereof, quarterly unaudited consolidated financial statements of the Company and its Subsidiaries; and (ii) within ninety (90) days after the end of each fiscal year, annual audited consolidated financial statements of the Company and its Subsidiaries (collectively, the "Financial Statements"); *provided, however*, that the annual audited consolidated financial statements of the Company and its Subsidiaries for the fiscal year ending December 31, 2019 will be furnished to each Holder within one hundred and twenty (120) days after the end of such fiscal year. Reasonably promptly following the release of each of the Financial Statements (but in any event, not later than ten (10) Business Days following any such release by the Company), the Company will provide a telephonic presentation to the Representatives of Holders to discuss the Company's financial condition and results of operations, following which presentation the Company will allow Representatives of the Holders to ask reasonable questions. In addition, the Company shall also provide to each Holder beneficially owning (as defined in Rule 13(d)-3 under the Exchange Act) at least three percent (3%) of the total number of outstanding shares of capital stock of the Company with (a) management data within thirty (30) days after the end of each calendar month concerning the operations of the Business with respect to the previous month then ended, which shall include all financial and operational related data and other information prepared for or otherwise discussed at any meeting of the Board that occurred during such time and (b) the financial and other information provided to the Administrative Agent under Sections [4.1 and 4.2] of the Credit Agreement, at times and at such intervals as required by the Credit Agreement, and shall permit such Holders to participate in the management discussion required under Section [4.2(a)] of the Credit Agreement.[6] Any Holder entitled to receive any of the foregoing financial information may elect to not receive such information, for any reason or no reason, by notifying the Company in writing in accordance with this Agreement. Notwithstanding anything to the contrary herein, no Holder will be furnished with or otherwise entitled to receive any of the foregoing financial information (including participation in quarterly calls) and shall not be permitted to share with any bona fide potential transferees described in the last sentence of this Section 3(a)) if such Holder or potential transferee, at the time such information is to be distributed or call is to take place, (i) owns ten percent (10%) or more of any Person engaged in the Business, (ii) is reasonably likely to own ten percent (10%) or more of any Person engaged in the Business within the next twelve (12) months, (iii) is a director, officer or employee of any Person engaged in the Business or (iv) is a Person engaged in the Business, or an Affiliate thereof, and each Holder, upon request, and potential transferee, prior to receipt of such information, must certify to the Company it is in compliance with this Section 3(a). Each Holder shall be liable for any action of its Representatives or recipients that would constitute a violation of Section 3(b) if such Representative or recipient were party to this

[6] *Note to Draft*: Section references to be updated (as necessary) based on the form final Credit Agreement.

Agreement. With respect to any recipient who is a bona fide potential transferee of Company Common Stock, the applicable Holder must obtain from such recipient prior to sharing any such information a confidentiality agreement that (i) contains provisions no less restrictive than those set forth in Section 3(b) and (ii) expressly names the Company as a third-party beneficiary of such confidentiality agreement.

(b) Confidentiality.

(i) Each Holder acknowledges that any notices or information furnished, including verbally, pursuant to this Agreement (the "Confidential Information") is confidential and competitively sensitive. Each Holder shall use, and shall cause any Person to whom Confidential Information is disclosed pursuant to clause (A) below to use, the Confidential Information only in connection with its investment in the shares of Company Common Stock and not for any other purpose (including to disadvantage competitively the Company or any other Holder). Each Holder shall not disclose any Confidential Information to any Person, except that Confidential Information may be disclosed:

(A) to the Holder's Representatives in the normal course of the performance of their duties for such Holder (it being understood that such Representatives shall be informed by the Holder of the confidential nature of such information and shall be directed to treat such information in accordance with this Section 3(b));

(B) to the extent requested or required by applicable law, rule or regulation; *provided*, that the Holder shall give the Company prompt written notice of such request(s), to the extent practicable, and to the extent permitted by law so that the Company may, at its sole expense, seek an appropriate protective order or similar relief (and the Holder shall cooperate with such efforts by the Company, and shall in any event make only the minimum disclosure required by such law, rule or regulation and shall use reasonable best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such information);

(C) to any Person to whom the Holder is contemplating a transfer of its shares of Company Common Stock permitted in accordance with the terms hereof; *provided* that such Person is not prohibited from receiving such information pursuant to this Section 3 and, prior to such disclosure, such potential transferee is advised of the confidential nature of such information and executes a non-disclosure agreement in a form approved by the Board and which agreement is independently enforceable by the Company;

(D) to any regulatory authority or rating agency to which the Holder or any of its Affiliates is subject or with which it has regular dealings, as long as such authority or agency is advised of the confidential nature of such information;

(E) in connection with the Holder's or the Holder's Affiliates' normal fund raising, marketing, informational or reporting activities or to any bona fide prospective purchaser of the equity or assets of the Holder or the Holder's Affiliates, or prospective merger partner of the Holder or the Holder's Affiliates; *provided*, that prior to such disclosure the Persons to whom such information is disclosed are advised of the

confidential nature of such information and executes a non-disclosure agreement in a form approved by the Board; or

(F) if the prior written consent of the Company shall have been obtained.

(ii) Nothing contained herein shall prevent the use (subject, to the extent possible, to a protective order) of Confidential Information in connection with the assertion or defense of any claim by or against the Company or the Holder. The restrictions contained in this Section 3(b) shall terminate twenty four (24) months following the date on which the Holder ceases to own any shares of Company Common Stock.

(iii) Confidential Information does not include information that: (A) is or becomes generally available to the public (including as a result of any information filed or submitted by the Company with the Commission) other than as a result of a disclosure by the Holder or its Representatives in violation of any confidentiality provision of this Agreement or any other applicable agreement; (B) is or was available to the Holder or its Representatives on a non-confidential basis prior to its disclosure to the Holder or its Representatives by the Company; or (C) was or becomes available to the Holder or its Representatives on a non-confidential basis from a source other than the Company, which source is or was (at the time of receipt of the relevant information) not, to the best of the Holder's or its Representatives' knowledge, bound by a confidentiality agreement with (or other confidentiality obligation to) the Company or another Person.

4. Transfer Restrictions.

(a) Requirements for Transfer. Each Holder agrees that it shall not transfer any of its shares of capital stock of the Company except (i) in compliance with the Securities Act, any other applicable securities or "blue sky" laws, (ii) in accordance with the terms and conditions of the By-Laws, the Certificate of Incorporation and this Agreement, (iii) unless otherwise approved by the Board, to a transferee which, as of the expected date of such transfer, (1) does not own ten percent (10%) or more of any Person engaged in the Business, (2) is not reasonably likely to own ten percent (10%) or more of any Person engaged in the Business within the next twelve (12) months, (3) is not a director, officer or employee of any Person engaged in the Business or (4) is not a Person engaged in the Business, or an Affiliate thereof, and such transferee must provide a certification to the same, and (iv) with a Joinder Agreement in substantially the form attached hereto as Exhibit A (a "Joinder") executed and delivered by the transferee to the extent such transferee is not already a Holder (the transferee of any such transfer being an "Approved Transferee"); *provided*, that transfers pursuant to a Drag-Along Sale in accordance with Section 5 hereof shall not be subject to the restrictions in the foregoing clause (iii). The Company shall update Schedule 1 attached hereto from time to time to reflect (i) any additional Holders that are Approved Transferees or new Holders that become party hereto in accordance with this Agreement's terms, (ii) the removal of any Persons who are no longer Holders and (iii) any changes in any Holder's address. In no event may any transfer of shares of Company Common Stock or Preferred Stock by any Holder be made if such transfer would result in the Company having more than four hundred and seventy-five (475) (or such higher number established by the Board from time to time) holders of record of capital stock of the Company. In addition, the Holders agree that the Board may prohibit a transfer of shares of Company Common Stock or Preferred Stock by one Holder to twenty (20) or more new Holders; *provided*, that the Board may

not prohibit such transfer if (x) the transferor is an investment fund, and (y) the transfer results from the wind-down of such investment fund. Any attempt to transfer any shares of capital stock of the Company not in compliance with this Agreement, the By-Laws and the Certificate of Incorporation shall be null and void *ab initio*, and the Company shall not give any effect in the Company's stock records to such attempted transfer. Nothing in this Section 4 shall affect any restrictions on transfer contained in any other contract by and among the Company and any of the Holders, or by and among any of the Holders.

(b) New Issuances. No shares of capital stock (including any shares of Company Common Stock or Preferred Stock) shall be issued to any Person who is not a party to this Agreement (including upon the exercise of any options or other shares of capital stock issued to any director, officer or employee of the Company under any employee benefit plan) unless and until such Person shall have executed and delivered to the Company a Joinder. For the avoidance of doubt, any holder of shares of Company Common Stock issued upon the exercise of the Warrants shall automatically be deemed to be a party to this Agreement without further action or signature, including any requirement to execute and deliver a Joinder, in accordance with terms of the Warrant Agreement governing the Warrants.

5. Drag-Along and Tag-Along Rights.

(a) Drag-Along Rights.

(i) If at any time a Holder or Group of Holders who hold more than fifty percent (50%) of the outstanding shares of capital stock of the Company (a "Dragging Stockholder"), receives a bona fide offer from an unaffiliated third party purchaser to consummate, in one transaction, or a series of related transactions, the sale of the Company, whether pursuant to a stock purchase, asset purchase, merger or otherwise (a "Drag-Along Sale"), the Dragging Stockholder shall have the right to require that each other Holder (each, a "Drag-Along Stockholder") participate in such transfer in the manner set forth in this Section 5(a). Notwithstanding anything to the contrary in this Agreement, each Drag-Along Stockholder shall vote in favor of the transaction and take all actions to waive any dissenters, appraisal or other similar rights.

(ii) The Dragging Stockholder shall exercise its rights pursuant to this Section 5(a) by delivering a written notice (the "Drag-Along Notice") to the Company no later than twenty (20) days prior to the closing date of such Drag-Along Sale. The Company will promptly deliver a copy of the Drag-Along Notice to each Drag-Along Stockholder. The Drag-Along Notice shall make reference to the Dragging Stockholder's rights and obligations hereunder and shall describe in reasonable detail: (A) the number of outstanding shares of capital stock of the Company to be sold by the Dragging Stockholder, if the Drag-Along Sale is structured as a transfer of capital stock of the Company; (B) the identity of the third party purchaser; (C) the proposed date, time and location of the closing of the Drag-Along Sale; (D) the per share purchase price and the other material terms and conditions of the transfer, including a description of any non-cash consideration in sufficient detail to permit the valuation thereof; and (E) a copy of any form of agreement proposed to be executed in connection therewith to the extent available.

(iii) The consideration to be received by a Drag-Along Stockholder shall be the same form and amount of consideration per share to be received by the Dragging Stockholder (or, if the Dragging Stockholder is given an option as to the form and amount of consideration to be received, the same option shall be given) and the terms and conditions of such transfer shall, except

as otherwise provided in the immediately succeeding sentence, be the same as those upon which the Dragging Stockholder transfers its shares. Any (A) representations and warranties to be made or provided by a Drag-Along Stockholder in connection with such Drag-Along Sale shall be limited to representations and warranties related to such Drag-Along Stockholder's authority, ownership and the ability to convey title to its shares, and with respect thereto, shall be the same representations and warranties that the Dragging Stockholder make or provide with respect to their shares, (B) Drag-Along Stockholder will not be required to agree to any non-competition, non-solicitation or similar restrictions in connection with such Drag-Along Sale, and (C) covenants, indemnities and agreements made by the Drag-Along Stockholders shall be the same covenants, indemnities and agreements as the Dragging Stockholder makes or provides in connection with the Drag-Along Sale, except that with respect to covenants, indemnities and agreements pertaining specifically to the Dragging Stockholder, the Drag-Along Stockholder shall make the comparable covenants, indemnities and agreements pertaining specifically to itself; *provided*, that any indemnification obligation relating to the Company shall be *pro rata* based on the consideration received by the Dragging Stockholder and each Drag-Along Stockholder, in each case in an amount not to exceed the aggregate proceeds actually received by the Dragging Stockholder and each such Drag-Along Stockholder in connection with the Drag-Along Sale.

(iv) The fees and expenses of the Dragging Stockholder incurred in connection with a Drag-Along Sale and for the benefit of all Stockholders as determined in good faith by the Board, excluding any director appointed or nominated by any Dragging Stockholder or its Affiliates (it being understood that costs incurred by or on behalf of a Dragging Stockholder for its sole benefit will not be considered to be for the benefit of all Stockholders), to the extent not paid or reimbursed by the Company or the third party purchaser, shall be shared by all the Stockholders on a *pro rata* basis, based on the aggregate consideration received by each Stockholder; *provided*, that no Stockholder shall be obligated to make or reimburse any out-of-pocket expenditure prior to the consummation of the Drag-Along Sale.

(v) Each Stockholder shall take all actions as may be reasonably necessary to consummate the Drag-Along Sale, including entering into customary agreements and delivering certificates and instruments, in each case consistent with the agreements being entered into and the certificates being delivered by the Dragging Stockholder.

(vi) The Dragging Stockholder shall have one hundred and twenty (120) days following the date of the Drag-Along Notice in which to consummate the Drag-Along Sale, on the terms set forth in the Drag-Along Notice (which such period may be extended for a reasonable time not to exceed one hundred and eighty (180) days to the extent reasonably necessary to obtain any government approvals). If at the end of such period, the Dragging Stockholder has not completed the Drag-Along Sale, the Dragging Stockholder may not then effect a transaction subject to this Section 6(a) without again fully complying with the provisions of this Section 6(a).

(b) Tag-Along Rights.

(i) If at any time a Holder or Group of Holders (the "Selling Stockholder(s)"), in one transaction, or a series of related transactions, proposes to transfer more than fifty percent (50%) of the outstanding shares of capital stock of the Company to an unaffiliated third party purchaser (the "Proposed Transferee") and the Selling Stockholder(s) cannot or has not elected to exercise its drag-along rights set forth in Section 5(a), each other Holder and each of the

Warrantholders (each, a "Tag-Along Holder") shall be permitted to participate in such transfer (a "Tag-Along Sale") on the terms and conditions set forth in this Section 5(b).

(ii) Prior to the consummation of any such transfer of outstanding shares of capital stock of the Company described in Section 5(b)(i), the Selling Stockholder shall deliver to the Company, each other Holder and each Warrantholder a written notice (a "Sale Notice") of the proposed Tag-Along Sale subject to this Section 5(b) no later than twenty (20) days prior to the closing date of the Tag-Along Sale. The Sale Notice shall make reference to the Tag-Along Holders' rights hereunder and shall describe in reasonable detail: (A) the aggregate number of shares of capital stock of the Company the Proposed Transferee has offered to purchase; (B) the identity of the Proposed Transferee; (C) the proposed date, time and location of the closing of the Tag-Along Sale; (D) the per share purchase price and the other material terms and conditions of the transfer, including a description of any non-cash consideration in sufficient detail to permit the valuation thereof; and (E) a copy of any form of agreement proposed to be executed in connection therewith.

(iii) Each Tag-Along Holder may exercise its right to participate in a transfer of outstanding shares of capital stock of the Company by the Selling Stockholder(s) subject to this Section 5(b) by delivering to the Selling Stockholder(s) a written notice (a "Tag-Along Notice") stating its election to do so and specifying the number of shares of capital stock of the Company to be transferred by it no later than ten (10) days after receipt of the Sale Notice (the "Tag-Along Period"). The offer of each Tag-Along Holder set forth in a Tag-Along Notice shall be irrevocable, and, to the extent such offer is accepted, such Tag-Along Holder shall be bound and obligated to transfer in the proposed transfer on the terms and conditions set forth in this Section 5(b). Each Tag-Along Holder that timely delivers a Tag-Along Notice (a "Tag-Along Seller") shall have the right to transfer in a transfer subject to this Section 5(b) up to the number of outstanding shares of capital stock of the Company equal to the product of (x) the aggregate number of outstanding shares of capital stock of the Company owned by the Tag-Along Seller and (y) a fraction (A) the numerator of which is equal to the number of outstanding shares of capital stock of the Company proposed to be sold by the Selling Stockholder(s) in the Tag-Along Sale, and (B) the denominator of which is equal to the number of outstanding shares of capital stock of the Company owned by the Selling Stockholder.

(iv) Each Tag-Along Holder who does not deliver a Tag-Along Notice in compliance with Section 5(b)(iii) above shall be deemed to have waived all of such Tag-Along Holder's rights to participate in such transfer, and the Selling Stockholder shall (subject to the rights of any Tag-Along Seller) thereafter be free to transfer to the Proposed Transferee its shares at a per share price that is no greater than the per share price set forth in the Sale Notice and on other same terms and conditions which are not materially more favorable to the Selling Stockholder than those set forth in the Sale Notice without any further obligation to the non-accepting Tag-Along Holders. The Proposed Transferee shall not be obligated to purchase a number of shares of capital stock of the Company exceeding that set forth in the Sale Notice and, in the event such Proposed Transferee elects to purchase less than all of the additional shares of capital stock of the Company sought to be transferred by all Tag-Along Sellers, the number of shares of capital stock to be transferred by the Selling Stockholder(s) and the Tag-Along Sellers shall be reduced on a *pro rata* basis.

(v) Each Tag-Along Seller shall receive the same consideration per share as the Selling Stockholder after deduction of such Tag-Along Seller's proportionate share of the related expenses in accordance with Section 5(b)(vii) below.

(vi) Each Tag-Along Seller shall make or provide the same representations, warranties, covenants, indemnities and agreements as the Selling Stockholder makes or provides in connection with the Tag-Along Sale (except that in the case of representations, warranties, covenants, indemnities and agreements pertaining specifically to the Selling Stockholder, the Tag-Along Seller shall make the comparable representations, warranties, covenants, indemnities and agreements pertaining specifically to itself); *provided*, that all representations, warranties, covenants and indemnities shall be made by the Selling Stockholder and each Tag-Along Seller severally and not jointly and any indemnification obligation in respect of breaches of representations and warranties shall be *pro rata* based on the consideration received by the Selling Stockholder and each Tag-Along Seller, in each case, in an amount not to exceed the aggregate proceeds actually received by the Selling Stockholder and each such Tag-Along Seller in connection with any Tag-Along Sale.

(vii) The fees and expenses of the Selling Stockholder incurred in connection with a Tag-Along Sale and for the benefit of all Tag-Along Sellers as determined in good faith by the Board, excluding any director appointed or nominated by any Selling Stockholder or its Affiliates (it being understood that costs incurred by or on behalf of the Selling Stockholder for its sole benefit will not be considered to be for the benefit of all Tag-Along Sellers), to the extent not paid or reimbursed by the Company or the Proposed Transferee, shall be shared by all the Tag-Along Sellers on a *pro rata* basis, based on the aggregate consideration received by each such Tag-Along Seller; *provided*, that no Tag-Along Seller shall be obligated to make or reimburse any out-of-pocket expenditure prior to the consummation of the Tag-Along Sale.

(viii) Each Tag-Along Seller shall take all actions as may be reasonably necessary to consummate the Tag-Along Sale, including entering into customary agreements and delivering certificates and instruments, in each case consistent with the agreements being entered into and the certificates being delivered by the Selling Stockholder.

(ix) The Selling Stockholder shall have one hundred and twenty (120) days following the expiration of the Tag-Along Period in which to transfer the shares of capital stock of the Company described in the Sale Notice and the shares to be sold by the Tag-Along Sellers, on the terms set forth in the Sale Notice (which such one hundred and twenty (120) day period may be extended for a reasonable time not to exceed one hundred and fifty (150) days to the extent reasonably necessary to obtain any government approvals). If at the end of such period, the Selling Stockholder has not completed such transfer, the Selling Stockholder may not then effect a transfer of the shares subject to this Section 5(b) without again fully complying with the provisions of this Section 5(b).

(x) If the Selling Stockholder transfers to the Proposed Transferee any of its shares in breach of this Section 5(b), then each Tag-Along Holder shall have the right to transfer to the Selling Stockholder(s), and the Selling Stockholder(s) undertakes to purchase from each Tag-Along Holder, the number of shares of capital stock of the Company that such Tag-Along Holder would have had the right to transfer to the Proposed Transferee pursuant to this Section 5(b), for a per share amount and form of consideration and upon the terms and conditions on which the Proposed Transferee bought such shares from the Selling Stockholder, but without indemnity

being granted by any Tag-Along Holder to the Selling Stockholder; *provided*, that nothing contained in this Section 5(b) shall preclude any Tag-Along Holder from seeking alternative remedies against such Selling Stockholder as a result of its breach of this Section 5(b). The Selling Stockholder shall also reimburse each Tag-Along Holder for any and all reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Tag-Along Holder's rights.

6. Registration Rights.

(a) Demand Registration.

(i) At any time and from time to time commencing one hundred and eighty (180) days after the consummation of an initial Public Offering upon written notice to the Company (a "Demand Notice") delivered by a Qualified Holder or Qualified Holders requesting that the Company effect the registration (a "Demand Registration") under the Securities Act (other than pursuant to a registration statement on Form S-4 or Form S-8 or any similar or successor form under the Securities Act) of any or all of the Registrable Securities held by such Qualified Holder(s) (which offering is expected to yield aggregate gross proceeds equal to at least the [Adjusted EBITDA of the Company and its Subsidiaries, on a consolidated basis,] with respect to the last twelve (12) months prior to the date of such determination), the Company shall promptly (but in any event, not later than five (5) Business Days following the Company's receipt of such Demand Notice) give written notice of the receipt of such Demand Notice to all other Holders and Warrantholders that, to its knowledge, hold Registrable Securities (each, a "Demand Eligible Holder"). The Company shall promptly file the appropriate Registration Statement (the "Demand Registration Statement") subject to Section 6(a)(ii) and use its commercially reasonable efforts to effect, at the earliest practicable date, the registration under the Securities Act and under the applicable state securities laws of (A) the Registrable Securities which the Company has been so requested to register by the Qualified Holder(s) in the Demand Notice, (B) all other Registrable Securities of the same class or series as those requested to be registered by the Qualified Holder(s) that the Company has been requested to register by the Demand Eligible Holders by written request (the "Demand Eligible Holder Request") given to the Company within ten (10) Business Days after the giving of such written notice by the Company, and (C) any Registrable Securities to be offered and sold by the Company, in each case subject to Section 6(a)(ii), all to the extent required to permit the disposition (in accordance with the intended methods of disposition) of the Registrable Securities to be so registered.

(ii) Demand Registration Using Form S-3. The Company shall effect any requested Demand Registration using Form S-3 whenever the Company is a Seasoned Issuer or a WKSI and is eligible to use such form under applicable rules. Subject to the terms and conditions of this Agreement, for so long as the Company remains a Seasoned Issuer or a WKSI, the Qualified Holder(s) shall have the right to make an unlimited number of requests for Demand Registration on Form S-3; *provided*, that the Company shall not be obligated to effect (x) more than two (2) Demand Registrations in any six (6)-month period and (y) a registration pursuant to this Section 6(a), unless the Registrable Securities requested to be registered by Qualified Holder(s) together with the Registrable Securities requested to be registered by the Demand Eligible Holders and Other Registrable Securities requested to be included in such registration are expected to yield aggregate gross proceeds equal to at least the [Adjusted EBITDA of the Company and its Subsidiaries, on a consolidated basis,] with respect to the last twelve (12) months prior to the date of such determination.

(iii) Effectiveness of Demand Registration Statement. The Company shall use its commercially reasonable efforts to have the Demand Registration Statement declared effective by the Commission and keep the Demand Registration Statement continuously effective under the Securities Act for the period of time necessary for the underwriters or Holders or Warrantholders to sell all the Registrable Securities covered by such Demand Registration Statement or such shorter period which will terminate when all Registrable Securities covered by such Demand Registration Statement have been sold pursuant thereto (including by filing with the Commission a post-effective amendment or a supplement to the Demand Registration Statement or the related Prospectus or any document incorporated therein by reference or by filing any other required document or otherwise supplementing or amending the Demand Registration Statement, in each case, if required by the rules, regulations or instructions applicable to the registration form used by the Company for such Demand Registration Statement or by the Securities Act, any state securities or "blue sky" laws, or any other rules and regulations thereunder or if otherwise necessary) (the "Effectiveness Period"). A Demand Registration requested pursuant to this Section 6(a) shall not be deemed to have been effected (A) if the Demand Registration Statement is withdrawn without becoming effective, (B) if the Demand Registration Statement has not been declared effective or does not remain effective in compliance with the provisions of the Securities Act and the laws of any state or other jurisdiction applicable to the disposition of the Registrable Securities covered by such Registration Statement for the Effectiveness Period, (C) if, after it has become effective, such Registration Statement is subject to any stop order, injunction or other order or requirement of the Commission or other governmental or regulatory agency or court for any reason other than a violation of applicable law solely by any selling Holder and/or Warrantholder and has not thereafter become effective, (D) in the event of an underwritten offering, if the conditions to closing specified in the underwriting agreement entered into in connection with such registration are not satisfied or waived other than by reason of some wrongful act or omission by a Qualified Holder, or (E) if the Company does not include in the applicable Registration Statement any Registrable Securities held by a Holder and/or Warrantholder that are required by the terms hereof to be included in such Registration Statement.

(iv) Priority of Registration. Notwithstanding any other provision of this Section 6(a), if (A) the Qualified Holder(s) intend to distribute the Registrable Securities covered by a Demand Registration by means of an underwritten offering and (B) the managing underwriters advise the Company that, in their reasonable view, the number of Registrable Securities proposed to be included in such offering (including Registrable Securities requested by Holders and/or Warrantholders to be included in such offering and any securities that the Company or any other Person proposes to be included that are not Registrable Securities) exceeds the number of shares of Company Common Stock that can be sold in such underwritten offering and/or the number of shares of Company Common Stock proposed to be included in such Demand Registration would adversely affect the price per share of the Company Common Stock proposed to be sold in such underwritten offering (in either situation, the "Maximum Offering Size"), then the Company shall so advise the Qualified Holder(s) and the Demand Eligible Holders with Registrable Securities requested to be included in such underwritten offering, and shall include in such offering the number of Registrable Securities which can be so sold in the following order of priority, up to the Maximum Offering Size: (1) first, the Registrable Securities requested to be included in such underwritten offering by the Qualified Holders and the Demand Eligible Holders, allocated, if necessary for the offering not to exceed the Maximum Offering Size, *pro rata* among the Qualified Holders and Demand Eligible Holders on the basis of the number of Registrable Securities requested to be included therein by each such Holder and/or Warrantholder, up to the Maximum Offering Size; (2) second, any securities proposed to be registered by the Company;

and (3) third, Other Registrable Securities requested to be included in such underwritten offering to the extent permitted hereunder, allocated, if necessary for the offering not to exceed the Maximum Offering Size, *pro rata* among the respective holders of such Other Registrable Securities on the basis of the number of securities requested to be included therein by each such holder. For any Holder of Other Registrable Securities that is a partnership, limited liability company, corporation or other entity, the partners, members, stockholders, Subsidiaries, parents and Affiliates of such Holder, or the estates and Family Members of any such partners / members and retired partners / members and any trusts for the benefit of any of the foregoing Persons, shall be deemed to be a single "Holder", and any *pro rata* reduction with respect to such Other Registrable Securities shall be based upon the aggregate amount of securities requested to be included in such registration by all entities and individuals included in such Other Registrable Securities.

(v) Underwritten Demand Registration. The determination of whether any offering of Registrable Securities pursuant to a Demand Registration will be an underwritten offering shall be made in the sole discretion of the Holders of a Majority of Included Registrable Securities included in such underwritten offering, and such Holders of a Majority of Included Registrable Securities shall have the right to (A) determine the plan of distribution, including the price at which the Registrable Securities are to be sold and the underwriting commissions, discounts and fees, and (B) select the investment banker(s) and manager(s) to administer the offering (which shall consist of one or more reputable nationally recognized investment banks reasonably satisfactory to the Company) and one firm of counsel to represent all of the Holders (along with any reasonably necessary local counsel), in connection with such Demand Registration; *provided*, that the Company shall select such investment banker(s) and manager(s) if the Holders of such Majority of Included Registrable Securities cannot so agree on the same within a reasonable time period.

(vi) Withdrawal of Registrable Securities. Any Holder or Warrantholder whose Registrable Securities were to be included in any such registration pursuant to this Section 6(a) may elect to withdraw any or all of its Registrable Securities therefrom, without liability to any of the other Holders and without prejudice to the rights of any such Holder to include Registrable Securities in any future registration (or registrations), by written notice to the Company delivered on or prior to the effective date of the relevant Demand Registration Statement.

(b) Piggyback Registration.

(i) Registration Statement on behalf of the Company. If at any time the Company proposes to file a Registration Statement for an offering of Registrable Securities (for purposes of this section, irrespective of the holders thereof) for cash (excluding a Public Offering, an offering relating solely to an employee benefit plan, an offering relating to a transaction on Form S-4, a rights offering or an offering on any form of Registration Statement that does not permit secondary sales) (a "Piggyback Registration Statement"), the Company shall give prompt written notice (the "Piggyback Notice") to all Holders and Warrantholders that, to its knowledge, hold Registrable Securities (collectively, the "Piggyback Eligible Holders") of the Company's intention to file a Piggyback Registration Statement reasonably in advance of (and in any event at least ten (10) Business Days before) the anticipated filing date of such Piggyback Registration Statement. The Piggyback Notice shall offer the Piggyback Eligible Holders the opportunity to include for registration in such Piggyback Registration Statement the number of Registrable Securities of the same class and series as those proposed to be registered as they may request,

subject to Section 7(b)(ii) (a "Piggyback Registration"). Subject to Section 6(b)(ii), the Company shall use its commercially reasonable efforts to include in each such Piggyback Registration such Registrable Securities for which the Company has received written requests (each, a "Piggyback Request") from Piggyback Eligible Holders within five (5) Business Days after giving the Piggyback Notice. If a Piggyback Eligible Holder decides not to include all of its Registrable Securities in any Piggyback Registration Statement thereafter filed by the Company, such Piggyback Eligible Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent Piggyback Registration Statements or other Registration Statements as may be filed by the Company with respect to offerings of Registrable Securities, all upon the terms and conditions set forth herein. The Company shall use its commercially reasonable efforts to effect the registration under the Securities Act of all Registrable Securities which the Company has been so requested to register pursuant to the Piggyback Requests, to the extent required to permit the disposition of the Registrable Securities so requested to be registered.

(ii) Priority of Registration. If the Piggyback Registration under which the Company gives notice pursuant to Section 6(b)(i) is an underwritten offering, and the managing underwriter or managing underwriters of such offering advise the Company and the Piggyback Eligible Holders that, in their reasonable view, the amount of securities requested to be included in such registration (including Registrable Securities requested by the Piggyback Eligible Holders to be included in such offering and any securities that the Company or any other Person proposes to be included that are not Registrable Securities) exceeds the Maximum Offering Size (which, for the purposes of a Piggyback Registration shall be within a price range acceptable to the Company), then the Company shall so advise all Piggyback Eligible Holders with Registrable Securities requested to be included in such Piggyback Registration, and shall include in such offering the number which can be so sold in the following order of priority, up to the Maximum Offering Size: (A) first, the securities that the Company proposes to sell up to the Maximum Offering Size; (B) second, the Registrable Securities requested to be included in such Piggyback Registration, allocated, if necessary for the offering not to exceed the Maximum Offering Size, *pro rata* among the Piggyback Eligible Holders on the basis of the number of Registrable Securities requested to be included therein by each such Piggyback Eligible Holder, up to the Maximum Offering Size; and (C) third, Other Registrable Securities requested to be included in such Piggyback Registration, allocated, if necessary for the offering not to exceed the Maximum Offering Size, *pro rata* among the holders thereof on the basis of the number of securities requested to be included therein by each such holder. All Piggyback Eligible Holders requesting to be included in the Piggyback Registration must sell their Registrable Securities to the underwriters selected as provided in Section 6(b)(iv) on the same terms and conditions as apply to the Company if such underwritten offering that is consummated, subject to such Holders' and/or Warrantholders' right to withdraw described in the immediately succeeding sentences. Promptly (and in any event on the same day the Company receives notice) following receipt of notification by the Company from the managing underwriter of a range of prices at which such Registrable Securities are likely to be sold, the Company shall so advise each Piggyback Eligible Holder requesting registration in such offering of such price. If any Piggyback Eligible Holder disapproves of the terms of any such underwriting (including the price offered by the underwriter(s) in such offering), such Piggyback Eligible Holder may elect to withdraw any or all of its Registrable Securities therefrom, without liability to any of the other Holders and without prejudice to the rights of any such Holder to include Registrable Securities in any future Piggyback Registration or other Registration Statement, by written notice to the Company and the managing underwriter(s) delivered on or prior to the effective date of such Piggyback Registration Statement. Any Registrable Securities withdrawn from such underwritten offering shall be excluded and withdrawn from the registration.

For any Piggyback Eligible Holder that is a partnership, limited liability company, corporation or other entity, the partners, members, stockholders, Subsidiaries, parents and Affiliates of such Piggyback Eligible Holder, or the estates and Family Members of any such partners / members and retired partners / members and any trusts for the benefit of any of the foregoing Persons, shall be deemed to be a single "Piggyback Eligible Holder", and any *pro rata* reduction with respect to such "Piggyback Eligible Holder" shall be based upon the aggregate amount of securities requested to be included in such registration by all entities and individuals included in such "Piggyback Eligible Holder", as defined in this sentence.

(iii) Withdrawal from Registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 6(b) prior to the effective date of such Registration Statement, whether or not any Piggyback Eligible Holder has elected to include Registrable Securities in such Registration Statement, without prejudice, however, to the right of the Holders immediately to request that such registration be effected as a registration under Section 6(a) to the extent permitted thereunder and subject to the terms set forth therein. The Company shall promptly give notice of the withdrawal or termination of any registration to each Piggyback Eligible Holder who has elected to participate in such registration. The Registration Expenses of such withdrawn or terminated registration shall be borne by the Company in accordance with Section 6(j) hereof.

(iv) Selection of Bankers and Counsel. If a Piggyback Registration pursuant to this Section 6(b) involves an underwritten offering, the Company shall have the right, in consultation with the Holders of a Majority of Included Registrable Securities included in such underwritten offering, to (A) determine the plan of distribution, including the price at which the Registrable Securities are to be sold and the underwriting commissions, discounts and fees and (B) select the investment banker or bankers and managers to administer the offering, including the lead managing underwriter or underwriters.

(v) Effect of Piggyback Registration. No registration effected under this Section 6(b) shall relieve the Company of its obligations to effect any registration of the offer and sale of Registrable Securities upon request under Section 6(a), and no registration effected pursuant to this Section 6(b) shall be deemed to have been effected pursuant to Section 6(a).

(c) Notice Requirements. Any Demand Notice, Demand Eligible Holder Request or Piggyback Request shall (i) specify the maximum number and class or series of Registrable Securities intended to be offered and sold by the Holder and/or Warrantholder making the request, (ii) express such Holder's and/or Warrantholder's bona fide intent to offer up to such maximum number of Registrable Securities for distribution, (iii) describe the nature or method of the proposed offer and sale of Registrable Securities (to the extent applicable), and (iv) contain the undertaking of such Holder and/or Warrantholder to provide all such information and materials and take all action, in each case, as may reasonably be required in order to permit the Company to comply with all applicable requirements in connection with the registration of such Registrable Securities.

(d) Suspension Period. Notwithstanding any other provision of this Section 6, the Company shall have the right, but not the obligation, to defer the filing of (but not the preparation of), or suspend the use by the holders of, any Registration Statement for a period of up to forty-five (45) days (unless a longer period is consented to by Holders of a Majority of Included Registrable Securities) (i) upon issuance by the Commission of a stop order suspending the

effectiveness of such Registration Statement with respect to Registrable Securities or the initiation of proceedings with respect to such Registration Statement under Section 9(d) or 8(e) of the Securities Act, or (ii) (x) if the Company's board of directors determines, in its good faith judgment, that any such registration or offering should not be undertaken because it would reasonably be expected to materially interfere with any material corporate development or plan of the Company or (y) if the Company believes in good faith that it would require the Company (after consultation with external legal counsel), under applicable securities laws and other laws, to make disclosure of material nonpublic information that would not otherwise be required to be disclosed at that time and the Company believes in good faith that such disclosures at that time would not be in the Company's best interests; *provided*, that the exception set forth in the preceding clause (i)(y) shall continue to apply only during the time that such material nonpublic information has not been disclosed and remains material; *provided, further*, that the Holders and Warrantholders shall have Piggyback Registration rights with respect to such primary underwritten offering in accordance with and subject to the restrictions set forth in Section 6(b) (any such period, a "Suspension Period"); *provided, however*, that in such event, the Qualified Holders will be entitled to withdraw any request for a Demand Registration and, if such request is withdrawn, such Demand Registration will not count as a Demand Registration under Section 6(a) and the Company will pay all Registration Expenses in connection with such registration; *provided, further*, that in no event shall the Company declare a Suspension Period more than once in any 12-month period. The Company shall (i) give prompt written notice to the Holders and Warrantholders of its declaration of a Suspension Period and of the expiration or termination of the relevant Suspension Period and (ii) promptly resume the process of filing or requesting for effectiveness, or update the suspended Registration Statement, as the case may be, as may be necessary to permit the Holders and/or Warrantholders to offer and sell their respective Registrable Securities in accordance with applicable law. If the filing of any Demand Registration is suspended pursuant to this Section 6(d), once the Suspension Period ends, the Qualified Holders may request a new Demand Registration.

(e) Required Information. The Company may require each holder of Registrable Securities as to which any Registration Statement is being filed or sale is being effected to furnish to the Company such information regarding the intended method of distribution of such securities and such other information relating to such holder and its ownership of Registrable Securities as the Company may from time to time reasonably request in writing (provided that such information shall be used only in connection with such registration) and the Company may exclude from such registration or sale the Registrable Securities of any such holder who fails to furnish such information within a reasonable time after receiving such request. Each Holder and Warrantholder agrees to furnish such information to the Company and to cooperate with the Company as reasonably necessary to enable the Company to comply with the provisions of this Agreement.

(f) Other Registration Rights Agreements. The Company has not entered into and, unless agreed in writing by each Holder on or after the date of this Agreement, will not enter into, any agreement or arrangement that (i) is inconsistent with the rights granted to the Holders and Warrantholders with respect to Registrable Securities in this Agreement or otherwise conflicts with the provisions hereof in any material respect or (ii) other than as set forth in this Agreement, would allow any holder of Company Common Stock or other securities of the Company to include such securities in any Registration Statement filed by the Company on a basis that is more favorable in any material respect to the rights granted to the Holders and Warrantholders hereunder. For the avoidance of doubt, granting a Person registration rights that would have priority over the Registrable Securities with respect to the inclusion of such securities in any registration would

constitute granting registration rights to such Person on a basis that is more favorable in a material respect with respect to the rights granted to the Holders and Warrantholders and would require the prior written consent of each Holder under this Agreement.

(g) Cessation of Registration Rights. All registration rights granted under this Section 6 shall continue to be applicable with respect to any Holder and/or Warrantholder until such Holder and/or Warrantholder no longer holds any Registrable Securities. In the event the Company engages in a merger or consolidation in which the Registrable Securities of the Company are converted into securities of another Person, the Company will use its commercially reasonable efforts to make appropriate arrangements so that the registration rights provided under this Agreement continues to be provided by the issuer of such securities. To the extent such new issuer, or any other Person acquired by the Company in a merger or consolidation, was bound by registration rights that would conflict with the provisions of this Agreement, the Company will use its commercially reasonable efforts to modify any such "inherited" registration rights so as not to interfere in any material respect with the rights provided under this Agreement.

(h) Lock-Up Agreement. Each holder of Registrable Securities agrees that in connection with any registered offering of the Company Common Stock in connection with this Section 6, and upon the request of the managing underwriter in such offering, such holder shall not, without the prior written consent of such managing underwriter, during the period commencing on the effective date of such registration and ending on the date specified by such managing underwriter (such period not to exceed ninety (90) days), (i) offer, pledge, sell, contract to sell, grant any option or contract to purchase, purchase any option or contract to sell, hedge the beneficial ownership of or otherwise dispose of, directly or indirectly, any shares of Company Common Stock or any securities convertible into, exercisable for or exchangeable for shares of Company Common Stock held immediately before the effectiveness of the Registration Statement for such offering, or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Company Common Stock or such other securities, in cash or otherwise. The foregoing provisions of this Section 6(h) shall not apply to holders of Registrable Securities that own less than five percent (5%) of outstanding Company Common Stock. Each holder of Registrable Securities agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the managing underwriter that are consistent with the foregoing or that are necessary to give further effect thereto.

(i) Registration Procedures. The procedures to be followed by the Company and each participating Holder and Warrantholder to register the sale of Registrable Securities pursuant to a Registration Statement in accordance with this Agreement, and the respective rights and obligations of the Company and such Holders and Warrantholders with respect to the preparation, filing and effectiveness of such Registration Statement, are as follows:

(i) The Company will (A) prepare and file a Registration Statement or a Prospectus, as applicable, with the Commission (within the time period specified in Section 6(a)) which Registration Statement (1) shall be on a form required by this Agreement (or if not so required, selected by the Company) for which the Company qualifies, (2) shall be available for the sale of the Registrable Securities in accordance with the intended method or methods of distribution, and (3) shall comply as to form in all material respects with the requirements of the applicable form and include and/or incorporate by reference all financial statements required by

the Commission to be filed therewith, (B) use its commercially reasonable efforts to cause such Registration Statement to become effective and remain effective for the periods provided under Section 6(a), (C) use its commercially reasonable efforts to prevent the occurrence of any event that would cause a Registration Statement to contain a material misstatement or omission or to be not effective and usable for resale of the Registrable Securities registered pursuant thereto (during the period that such Registration Statement is required to be effective as provided under Section 6(a)), and (D) cause each Registration Statement and the related Prospectus and any amendment or supplement thereto, as of the effective date of such Registration Statement, amendment or supplement, (x) to comply in all material respects with any requirements of the Securities Act and the rules and regulations of the Commission and (y) not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. The Company will, (A) at least five (5) Business Days prior to the anticipated filing of a Registration Statement or any related Prospectus or any amendment or supplement thereto (including any documents incorporated by reference therein) or before using any Issuer Free Writing Prospectus, furnish to such holders, the holders' counsel and the managing underwriter or underwriters of an underwritten offering of Registrable Securities, if applicable, copies of all such documents proposed to be filed and make such of the representatives of the Company as shall be reasonably requested by the holders available for discussion of such documents, (B) use its commercially reasonable efforts to address in each such document prior to being so filed with the Commission such comments as each such holder, its counsel or underwriter reasonably shall propose and (C) not file any Registration Statement or any related Prospectus or any amendment or supplement thereto containing information regarding a participating holder to which such participating holder objects.

(ii) The Company will as promptly as reasonably practicable (A) prepare and file with the Commission such amendments, including post-effective amendments, and supplements to each Registration Statement and the Prospectus used in connection therewith as (1) may be reasonably requested by any holder of Registrable Securities covered by such Registration Statement necessary to permit such holder to sell in accordance with its intended method of distribution or (2) may be necessary under applicable law to keep such Registration Statement continuously effective with respect to the disposition of all Registrable Securities covered thereby for the periods provided under Section 6(a) in accordance with the intended method of distribution and, subject to the limitations contained in this Agreement, prepare and file with the Commission such additional Registration Statements in order to register for resale under the Securities Act all of the Registrable Securities held by the holders, (B) cause the related Prospectus to be amended or supplemented by any required prospectus supplement, and as so supplemented or amended, to be filed pursuant to Rule 424, (C) respond to any comments received from the Commission with respect to each Registration Statement or Prospectus or any amendment thereto, and (D) as promptly as reasonably practicable, provide such holders true and complete copies of all correspondence from and to the Commission relating to such Registration Statement or Prospectus other than any comments that the Company determines in good faith would result in the disclosure to such holders of material non-public information concerning the Company that is not already in the possession of such holder.

(iii) The Company will comply in all material respects with the provisions of the Securities Act and the Exchange Act (including Regulation M under the Exchange Act) with respect to each Registration Statement and the disposition of all Registrable Securities covered by each Registration Statement.

(iv) The Company will notify such holders that hold Registrable Securities and the managing underwriter or underwriters of an underwritten offering of Registrable Securities, if applicable, as promptly as reasonably practicable: (A)(1) when a Registration Statement, any pre-effective amendment, any Prospectus or any prospectus supplement or post-effective amendment to a Registration Statement or any free writing prospectus is proposed to be filed, (2) when the Commission notifies the Company whether there will be a "review" of such Registration Statement and whenever the Commission comments on such Registration Statement (in which case the Company shall provide true and complete copies thereof and all written responses thereto to each holder, its counsel and each underwriter, if applicable, other than information which the Company determines in good faith would constitute material non-public information that is not already in the possession of such holder), and (3) with respect to each Registration Statement or any post-effective amendment thereto, when the same has been declared effective; (B) of any request by the Commission or any other federal or state governmental or regulatory authority for amendments or supplements to a Registration Statement or Prospectus or for additional information (whether before or after the effective date of the Registration Statement) or any other correspondence with the Commission or any such authority relating to, or which may affect, the Registration Statement; (C) of the issuance by the Commission or any other governmental or regulatory authority of any stop order, injunction or other order or requirement suspending the effectiveness of a Registration Statement covering any or all of the Registrable Securities or preventing or suspending the use of any Prospectus or the initiation or threatening of any proceedings for such purpose; (D) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose; (E) if, at any time, the representations and warranties of the Company in any applicable underwriting agreement or similar agreement cease to be true and correct in all material respects; or (F) of the occurrence of any event that makes any statement made in such Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or if, as a result of such event or the passage of time, such Registration Statement, Prospectus or other documents requires revisions so that, in the case of such Registration Statement or the Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein (in the case of the Prospectus, in light of the circumstances under which they were made) not misleading, or when any Issuer Free Writing Prospectus includes information that may conflict with the information contained in the Registration Statement or Prospectus, or if, for any other reason, it shall be necessary during such time period to amend or supplement such Registration Statement or Prospectus in order to comply with the Securities Act, which shall correct such misstatement or omission or effect such compliance.

(v) The Company will use its commercially reasonable efforts to avoid the issuance of, or, if issued, obtain the withdrawal of (A) any stop order or other order suspending the effectiveness of a Registration Statement or preventing or suspending the use of any Prospectus, or (B) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, at the earliest practicable moment, or if any such order or suspension is made effective during any Suspension Period, at the earliest practicable moment after the Suspension Period is over.

(vi) During the Effectiveness Period, the Company will furnish to each selling holder, its counsel and the managing underwriter or underwriters of an underwritten offering of Registrable Securities, if applicable, upon their request, without charge, at least one conformed

copy of each Registration Statement and each amendment thereto and all exhibits to the extent requested by such selling holder, counsel or underwriter (including those incorporated by reference) promptly after the filing of such documents with the Commission.

(vii) The Company will promptly deliver to each selling holder, its counsel and the managing underwriter or underwriters of an underwritten offering of Registrable Securities, if applicable, without charge, as many copies of each Prospectus or Prospectuses (including each form of prospectus) and each amendment or supplement thereto as such selling holder, counsel or underwriter may reasonably request in order to facilitate the disposition of the Registrable Securities by such selling holder or underwriter. The Company hereby consents to the use of such Prospectus and each amendment or supplement thereto by each of the selling holders and any applicable underwriter in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any amendment or supplement thereto.

(viii) The Company will use its commercially reasonable efforts to (A) register and qualify, or cooperate with the selling holders, their counsel, the underwriters, if any, and counsel for the underwriters in connection with the registration or qualification (or exemption from such registration or qualification) of, the Registrable Securities covered by a Registration Statement, no later than the time such Registration Statement is declared effective by the Commission, under all applicable securities laws (including the "blue sky" laws) of such jurisdictions each underwriter, if any, or any selling holder shall reasonably request, (B) keep each such registration or qualification (or exemption therefrom) effective during the period such Registration Statement is required to be kept effective under the terms of this Agreement, and (C) do any and all other acts and things which may be reasonably necessary or advisable to enable such underwriter, if any, and each selling holder to consummate the disposition of the Registrable Securities covered by such Registration Statement in each such jurisdiction; *provided, however,* that the Company will not be required to (x) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subparagraph, (y) subject itself to taxation in any such jurisdiction or (z) consent to general service of process (other than service of process in connection with such registration or qualification or any sale of Registrable Securities in connection therewith) in any such jurisdiction.

(ix) To the extent that the Company has certificated shares of Company Common Stock, the Company will cooperate with each selling holder and the underwriter or managing underwriter of an underwritten offering of Registrable Securities, if applicable, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be delivered to a transferee pursuant to a Registration Statement, which certificates shall be free of all restrictive legends indicating that the Registrable Securities are unregistered or unqualified for resale under the Securities Act, Exchange Act or other applicable securities laws, and to enable such Registrable Securities to be in such denominations and registered in such names as each selling holder or the underwriter or managing underwriter of an underwritten offering of Registrable Securities, if any, may request in writing. In connection therewith, if required by the Company's transfer agent, the Company will promptly, after the effective date of the Registration Statement, cause an opinion of counsel as to the effectiveness of the Registration Statement to be delivered to and maintained with such transfer agent, together with any other authorizations, certificates and directions required by the transfer agent which authorize and direct the transfer agent to issue such Registrable Securities without any such legend upon sale by the holder or the underwriter or managing underwriter of an underwritten offering of Registrable Securities, if any, of such Registrable Securities pursuant to the Registration Statement.

(x) Upon the occurrence of any event contemplated by Section 6(i)(iv)(F), as promptly as reasonably practicable, the Company will prepare a supplement or amendment, including a post-effective amendment, if required by applicable law, to the affected Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference or to the applicable Issuer Free Writing Prospectus, and file any other required document so that, as thereafter delivered, no Registration Statement nor any Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, in light of the circumstances under which they were made) not misleading and no Issuer Free Writing Prospectus will include information that conflicts with information contained in the Registration Statement or Prospectus, such that each selling holder can resume disposition of such Registrable Securities covered by such Registration Statement or Prospectus.

(xi) Selling holders may distribute the Registrable Securities by means of an underwritten offering; *provided* that (A) such Holders provide to the Company a Demand Notice of their intention to distribute Registrable Securities by means of an underwritten offering, (B) the right of any holder to include such holder's Registrable Securities in such registration shall be conditioned upon such holder's participation in such underwritten offering and the inclusion of such holder's Registrable Securities in the underwritten offering to the extent provided herein, (C) each holder participating in such underwritten offering agrees to enter into customary agreements, including an underwriting agreement in customary form, and sell such holder's Registrable Securities on the basis provided in any underwriting arrangements approved by the holders entitled to select the managing underwriter or managing underwriters hereunder (*provided* that any such holder shall not be required to make any representations or warranties to or agreements with the Company or the underwriters other than representations, warranties, agreements and indemnities regarding such holder, such holder's title to the Registrable Securities, such holder's intended method of distribution, and the accuracy of information contained in the applicable Registration Statement or the related Prospectus concerning such holder as provided by or on behalf of such holder and the aggregate amount of the liability of such holder in connection with such offering shall not exceed such holder's net proceeds from the disposition of such holder's Registrable Securities in such offering) and (D) each holder participating in such underwritten offering completes and executes all questionnaires, powers of attorney, custody agreements and other documents reasonably required under the terms of such underwriting arrangements. The Company hereby agrees with each holder that, in connection with any underwritten offering in accordance with the terms hereof, it will negotiate in good faith, execute and perform its obligations under all indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements, and will use commercially reasonable efforts to procure auditor "comfort" letters addressed to the underwriters in the offering from the Company's independent certified public accountants or independent auditors (and, if necessary, any other independent certified public accountants or independent auditors of any Subsidiary of the Company or any business acquired by the Company for which financial statements and financial data are, or are required to be, included in the Registration Statement) in customary form and covering such matters of the type customarily covered by comfort letters for an underwritten public offering as the underwriters reasonably request, dated the date of execution of the underwriting agreement and brought down to the closing under the underwriting agreement.

(xii) The Company will use commercially reasonable efforts to obtain for delivery to the underwriter or underwriters of an underwritten offering of Registrable Securities an opinion or opinions and a negative assurance letter from counsel for the Company (including

any local counsel reasonably requested by the underwriters) dated the most recent effective date of the Registration Statement or, in the event of an underwritten offering, the date of the closing under the underwriting agreement, in customary form, scope and substance, covering the matters customarily covered in opinions and negative assurance letters requested in sales of securities or public underwritten offerings, which opinions shall be reasonably satisfactory to such underwriters and their counsel.

(xiii) For a reasonable period prior to the filing of any Registration Statement and throughout the Effectiveness Period, and in respect of any offering of Registrable Securities, the Company will make available upon reasonable notice at the Company's principal place of business or such other reasonable place for inspection by any selling holder of Registrable Securities covered by the applicable Registration Statement, by any managing underwriter or managing underwriters selected in accordance with this Agreement and by any attorney, accountant or other agent retained by such holders or underwriter, such financial and other information and books and records of the Company, and cause the officers, employees, counsel and independent certified public accountants of the Company to respond to such inquiries, as shall be reasonably requested by such holders, underwriters, attorneys, accountants or agents (and in the case of counsel, not violate an attorney-client privilege in such counsel's reasonable belief) to conduct a reasonable investigation within the meaning of the Securities Act.

(xiv) The Company will (A) provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by the applicable Registration Statement from and after a date not later than the effective date of such Registration Statement and provide and enter into any customary agreements with a custodian for the Registrable Securities and (B) not later than the effective date of the applicable Registration Statement, provide a CUSIP number for all Registrable Securities included in such Registration Statement.

(xv) The Company will cooperate with each holder of Registrable Securities and each underwriter or agent participating in the disposition of Registrable Securities and their respective counsel in connection with any filings required to be made with FINRA and in performance of any due diligence investigations by any underwriter.

(xvi) The Company will use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, the Trading Market, FINRA and any state securities authority, and make available to each holder, as soon as reasonably practicable after the effective date of the Registration Statement, an earnings statement covering at least twelve (12) months, which shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158.

(xvii) The Company will use its commercially reasonable efforts to ensure that any Issuer Free Writing Prospectus utilized in connection with any Prospectus complies in all material respects with the Securities Act, is filed in accordance with the Securities Act to the extent required thereby, is retained in accordance with the Securities Act to the extent required thereby and, when taken together with the related Prospectus, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(xviii) In connection with any registration of Registrable Securities pursuant to this Agreement, the Company will take all commercially reasonable actions as are necessary or advisable in order to expedite or facilitate the disposition of Registrable Securities by such holders,

including furnishing to the selling holders and/or any underwriters such further customary certificates, opinions and documents as they may reasonably request using commercially reasonable efforts to cause appropriate officers and employees to be available, on a customary basis and upon reasonable advance notice, to meet with prospective investors in presentations, meetings and road shows.

(xix) The Company shall use its commercially reasonable efforts to list the Company Common Stock and any other Registrable Securities of any class or series covered by a Registration Statement on the New York Stock Exchange or The Nasdaq Global Market or any successor national securities exchange. Following the listing of the Company Common Stock and any other Registrable Securities on the New York Stock Exchange or The Nasdaq Global Market or any successor national securities exchange, the Company will use its commercially reasonable efforts to maintain such listing.

(xx) The Company shall, if for an underwritten offering is pursuant to a Registration Statement on Form S-3 or any similar short-form registration, include in such Registration Statement such additional information for marketing purposes as the managing underwriter(s) reasonably request(s).

(xxi) The Company shall use its commercially reasonable efforts to cooperate in a timely manner with any reasonable and customary request of the Holders in respect of any Alternative Transaction, including entering into customary agreements with respect to such Alternative Transactions (and providing customary representations, warranties, covenants and indemnities in such agreements) as well as providing other reasonable assistance in respect of such Alternative Transactions of the type applicable to a Public Offering subject to this Section 7, to the extent customary for such transactions.

(xxii) Each holder agrees by its acquisition of Registrable Securities that, upon receipt of a notice from the Company of the occurrence of any event of the kind described in clauses (B) through (D) and (F) of Section 6(i)(iv) or the occurrence of a Suspension Period, such holder will forthwith discontinue disposition of such Registrable Securities under the applicable Registration Statement until such holder's receipt of the copies of the supplemental Prospectus or amended Registration Statement or until it is advised in writing by the Company that the use of the applicable Prospectus may be resumed, and, in either case, has received copies of any additional or supplemental filings that are incorporated or deemed to be incorporated by reference in such Prospectus or Registration Statement. In the event the Company shall give any such notice, the period during which the applicable Registration Statement is required to be maintained effective shall be extended by the number of days during the period from and including the date of the giving of such notice to and including the date when each seller of Registrable Securities covered by such Registration Statement either receives the copies of the supplemented Prospectus or amended Registration Statement or is advised in writing by the Company that the use of the Prospectus may be resumed.

(j) Registration Expenses. The Company shall bear all reasonable Registration Expenses incident to the Parties' performance of or compliance with their respective obligations under this Agreement or otherwise in connection with any Demand Registration or Piggyback Registration (excluding any Selling Expenses), whether or not any Registrable Securities are sold pursuant to a Registration Statement. In addition, the Company shall be responsible for all of its expenses incurred in connection with the consummation of the transactions contemplated by this

Agreement (including expenses payable to third parties and including all salaries and expenses of the Company's officers and employees performing legal or accounting duties), the expense of any annual audit and any underwriting fees, discounts, selling commissions and stock transfer taxes and related legal and other fees applicable to securities sold by the Company and in respect of which proceeds are received by the Company. Each holder shall pay any Selling Expenses applicable to the sale or disposition of such holder's Registrable Securities pursuant to any Demand Registration Statement or Piggyback Registration Statement, in proportion to the amount of such selling holder's shares of Registrable Securities sold in any offering under such Demand Registration Statement or Piggyback Registration Statement.

(k) Indemnification.

(i) The Company shall indemnify and hold harmless each underwriter, if any, engaged in connection with any registration referred to in this Section 6 and provide representations, covenants, opinions and other assurances to such underwriter in form and substance reasonably satisfactory to such underwriter and the Company. Further, the Company shall indemnify and hold harmless each Holder and each Warrantholder, their respective partners, stockholders, equityholders, general partners, managers, members, and Affiliates and each of their respective officers and directors and any Person who controls any such Holder and/or Warrantholder (within the meaning of the Securities Act or the Exchange Act) and any employee or Representative thereof (each, an "Indemnified Person" and collectively, "Indemnified Persons"), to the fullest extent permitted by law, from and against any and all losses, claims, damages, liabilities, joint or several, costs (including reasonable costs of preparation and reasonable attorneys', accountants' and experts' fees) and expenses, judgments, fines, penalties, interest, settlements or other amounts arising from any and all claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, in which any Indemnified Person may be involved, or is threatened to be involved, as a party or otherwise, under the Securities Act, the Exchange Act or otherwise (collectively, "Losses"), as incurred, arising out of, based upon, resulting from or relating to (A) any untrue or alleged untrue statement of a material fact contained in any Registration Statement under which any Registrable Securities were registered, Prospectus (including in any preliminary prospectus (if used prior to the effective date of such Registration Statement)), or in any summary or final prospectus or free writing prospectus or in any amendment or supplement thereto or in any documents incorporated or deemed incorporated by reference in any of the foregoing, (B) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements made therein (in the case of the Prospectus, in light of the circumstances under which they were made) not misleading, or (C) any violation or alleged violation by the Company or any of its Subsidiaries of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any federal, state, foreign or common law rule or regulation in connection with such Registration Statement, disclosure document or related document or report or any offering covered by such Registration Statement, and the Company shall reimburse such Indemnified Person for any legal or other expenses reasonably incurred by it in connection with investigating or defending any such loss, claim, damage, liability, demand, action, suit or proceeding; *provided, however*, that the Company shall not be liable to any Indemnified Person to the extent that any such Losses arise out of, are based upon or results from an untrue or alleged untrue statement or omission or alleged omission made in such Registration Statement, such preliminary, summary or final prospectus or free writing prospectus or such amendment or supplement, in reliance upon and in conformity with written information furnished to the Company by or on behalf of such Indemnified Person specifically for use therein.

(ii) In connection with any Registration Statement filed by the Company pursuant to this Section 6 hereof in which a holder has registered for sale its Registrable Securities, each such selling holder agrees (severally and not jointly) to indemnify and hold harmless, to the fullest extent permitted by law, the Company, its directors and officers, employees, agents and each Person who controls the Company (within the meaning of the Securities Act or the Exchange Act) and any other Holder selling securities under such Registration Statement, its partners, stockholders, equityholders, general partners, managers, members, and Affiliates and each of their respective officers and directors and any Person who controls such other Holder (within the meaning of the Securities Act or the Exchange Act) and any employee or Representative thereof from and against any Losses resulting from (A) any untrue or alleged untrue statement of a material fact contained in any Registration Statement under which such Registrable Securities were registered or sold under the Securities Act, Prospectus (including in any preliminary prospectus (if used prior to the effective date of such Registration Statement)), or in any summary or final prospectus or free writing prospectus or in any amendment or supplement thereto or in any documents incorporated by reference in any of the foregoing, (B) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of the Prospectus, in light of the circumstances under which they were made) not misleading, or (C) any violation or alleged violation by such Holder or Warrantholder of any federal, state or common law rule or regulation relating to action or inaction in connection with any information provided by such Holder and/or Warrantholder in such registration, disclosure document or related document or report in the case of clauses (A) and (B) to the extent, but only to the extent, that such untrue statement or omission occurs in reliance upon and in conformity with any information furnished in writing by or on behalf of such selling holder to the Company specifically for inclusion in such registration, disclosure document or related document or report and has not been corrected in a subsequent writing prior to the sale of the Registrable Securities thereunder, and such holder will reimburse the Company for any legal or other expenses reasonably incurred by it in connection with investigating or defending such Losses. In no event shall the liability of any selling holder hereunder be greater in amount than the dollar amount of the net proceeds received by such holder under the sale of Registrable Securities giving rise to such indemnification obligation less any amounts paid by such holder in connection with such sale.

(iii) Any Indemnified Person under paragraph (i) or (ii) of this Section 6(k) shall (A) give prompt written notice to the indemnifying person under paragraph (i) or (ii) of this Section 6(k) of any claim with respect to which it seeks indemnification (*provided* that any delay or failure to so notify the indemnifying person shall not relieve the indemnifying party of its obligations hereunder except to the extent, if at all, that the indemnifying person's ability to defend such claim (through the forfeiture of substantive rights or defenses) is actually and materially prejudiced by reason of such delay or failure) and (B) permit such indemnifying person to assume the defense of such claim with counsel reasonably satisfactory to the Indemnified Person; *provided*, *however*, that any Indemnified Person shall have the right to select and employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (1) the indemnifying person has agreed in writing to pay such fees or expenses, (2) the indemnifying person shall have failed to assume the defense of such claim and employ counsel reasonably satisfactory to such Indemnified Person within a reasonable time after receipt of notice of such claim from the Indemnified Person, (3) the Indemnified Person has reasonably concluded (based upon advice of its counsel) that there may be legal defenses available to it or other Indemnified Persons that are different from or in addition to those available to the indemnifying person, or (4) in the reasonable judgment of any such

Indemnified Person (based upon advice of its counsel) a conflict of interest may exist between such Indemnified Person and the indemnifying person with respect to such claims (in which case, if the Indemnified Person notifies the indemnifying person in writing that such Indemnified Person elects to employ separate counsel at the expense of the indemnifying person, the indemnifying person shall not have the right to assume the defense of such claim on behalf of such Indemnified Person). If any action is settled or if there be a final judgment for the plaintiff, the indemnifying person agrees to indemnify each Indemnified Person from and against any loss or liability by reason of such settlement or judgment. No action may be settled without the prior written consent of the Indemnified Person (which consent shall not be unreasonably withheld, delayed or conditioned); *provided*, that the prior written consent of the Indemnified Person shall not be required if (x) such settlement includes an unconditional release of such Indemnified Person in form and substance satisfactory to such Indemnified Person from all liability on the claims that are the subject matter of such settlement; (y) such settlement provides for the payment by the indemnifying person of money as the sole relief for such action and (z) such settlement does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person. It is understood that the indemnifying person or persons shall not, except as specifically set forth in this Section 6(k)(iii), in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees, disbursements or other charges of more than one separate firm (in addition to any local counsel that is required to effectively defend against any such proceeding) for all Indemnified Persons and that all such fees and expenses shall be paid or reimbursed promptly.

(iv) If the indemnification provided for in this Section 6(k) is held by a court of a competent jurisdiction to be unavailable to an Indemnified Person with respect to any loss, damage, claim or liability, the indemnifying party, in lieu of indemnifying such Indemnified Person thereunder, shall to the extent permitted by law, contribute to the amount paid or payable by such Indemnified Person as a result of such loss, damage, claim or liability in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the Indemnified Person on the other in connection with the actions that resulted in such loss, claim, damage or liability, as well as any other relevant equitable considerations. The relative fault of the indemnifying person and of the Indemnified Person shall be determined by a court of law by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying person or Indemnified Person and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Parties agree that it would not be just and equitable if contribution pursuant to this Section 6(k)(iv) were determined by *pro rata* allocation or by any other method of allocation that does not take account of the equitable considerations referred to in the immediately preceding sentences. Notwithstanding the provisions of this Section 6(k)(iv), no selling holder shall be required to contribute any amount in excess of the net proceeds (after deducting the underwriters' discounts and commissions) received by such selling holder in the offering. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. Each selling holder's obligation to contribute pursuant to this Section 6(k)(iv) is several in the proportion that the net proceeds of the offering received by such selling holder bears to the total net proceeds of the offering received by all such selling holders and not joint.

(v) The remedies provided for in this Section 6(k) are not exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Person at

law or in equity. The obligations of the Company and holders of Registrable Securities under this Section 6(k) shall survive completion of any offering of Registrable Securities pursuant to a Registration Statement and the termination of this Agreement.

(l) Facilitation of Sales Pursuant to Rule 144. The Company shall use its commercially reasonable efforts to timely file the reports required to be filed by it under the Exchange Act or the Securities Act and the rules adopted by the Commission thereunder (including the reports under Sections 13 and 15(d) of the Exchange Act referred to in subparagraph (c)(1) of Rule 144 under the Securities Act), and shall take such further action as any Holder may reasonably request, all to the extent required from time to time to enable the Holders to sell Registrable Securities without registration under the Securities Act within the limitations of the exemption provided by Rule 144 under the Securities Act. Upon the written request of any Holder in connection with that Holder's sale pursuant to Rule 144 under the Securities Act, the Company shall deliver to such Holder a written statement as to whether it has complied with such requirements. This Section 6(l) shall apply only after a Public Offering.

7. Future Issuance of Shares; Preemptive Rights.

(a) Offering Notice. Except for (i) options to purchase Company Common Stock or restricted stock which may be issued pursuant to the Management Incentive Plan or any other equity plan, incentive plan or similar arrangement of the Company, (ii) a stock split, stock dividend, reorganization or recapitalization applicable to all shares of Company Common Stock, (iii) equity securities of the Company issued upon exercise, conversion or exchange of any security or obligation, including the Warrants, which is by its terms convertible into or exchangeable or exercisable for shares of Company Common Stock (such security or obligation, a "Company Common Stock Equivalent"), either (A) previously issued or (B) issued in accordance with the terms of this Agreement, (iv) equity securities of the Company issued in consideration of an acquisition, business combination or debt financing (whether pursuant to a stock purchase, asset purchase, merger or otherwise), approved by the Board, and, if applicable, the Holders, in accordance with the terms of this Agreement, by the Company of another Person, (v) issuances to banks, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing or real property leasing transaction approved by the Board, (vi) issuances as consideration approved by the Board payable to a third party that is not an Affiliate of the Company for any other business relationship the primary purpose of which is not to raise capital, including for the acquisition or license of technology by the Company or its Subsidiaries, joint venture or development activities or the distribution, supply or manufacture of the Company's or its Subsidiaries' products and services, (vii) issuances to the public pursuant to an effective Registration Statement and (viii) issuances in connection with any dividend or distribution on shares of Preferred Stock of the Company, if any (the foregoing, collectively, "Excluded Issuances"), if the Company or any of its Subsidiaries wishes to issue any equity securities or debt securities of the Company or such Subsidiary (collectively, "New Securities") to any Person (the "Subject Purchaser"), then the Company shall (or shall cause its applicable Subsidiary to) offer such New Securities to each of the Holders who are Accredited Investors (other than Holders who receive Company Common Stock or Company Common Stock Equivalents under the Management Incentive Plan or any other equity plan, incentive plan or similar arrangement of the Company) (each, a "Preemptive Rightholder", and collectively, the "Preemptive Rightholders") by sending written notice (the "New Issuance Notice") to the Preemptive Rightholders at least fifteen (15) Business Days prior to such issuance of New Securities, which New Issuance Notice shall state, in reasonable detail, the material terms and conditions of such issuance, including (x) the number

of New Securities proposed to be issued and (y) the proposed purchase price per security of the New Securities (the "Proposed Price"). Upon delivery of the New Issuance Notice, such offer shall be irrevocable unless and until the rights provided for in Section 7(b) shall have been waived or shall have expired.

(b) Exercise.

(i) For a period of ten (10) Business Days after the giving of the New Issuance Notice pursuant to Section 7(a), each of the Preemptive Rightholders shall have the right, but not the obligation, to purchase its Proportionate Percentage of the New Securities, at a purchase price equal to the Proposed Price and upon the same terms and conditions set forth in the New Issuance Notice. Each such Preemptive Rightholder shall have the right to purchase that percentage of the New Securities determined by dividing (x) the total number of outstanding shares of capital stock of the Company then owned by such Preemptive Rightholder exercising its rights under this Section 7(b) by (y) the total number of outstanding shares of capital stock of the Company owned by all of the Preemptive Rightholders exercising their rights under this Section 7(b) (the "Proportionate Percentage"). If any Preemptive Rightholder does not fully subscribe for the number or amount of New Securities that it or he is entitled to purchase pursuant to the preceding sentence, then each Preemptive Rightholder which elected to purchase New Securities shall have the right to purchase that percentage of the remaining New Securities not so subscribed for (for the purposes of this Section 8(b)(i), the "Excess New Securities") determined by dividing (x) the total number of outstanding shares of capital stock of the Company then owned by such fully participating Preemptive Rightholder by (y) the total number of outstanding shares of capital stock of the Company then owned by all fully participating Preemptive Rightholders who elected to purchase Excess New Securities.

(ii) The right of each Preemptive Rightholder to purchase the New Securities under subsection (a) above shall be exercisable by delivering written notice of the exercise thereof, prior to the expiration of the ten Business Day period referred to in Section 7(b)(i) to the Company or its applicable Subsidiary, which notice shall state the amount of New Securities that such Preemptive Rightholder elects to purchase pursuant to Section 7(b)(i). The failure of a Preemptive Rightholder to respond within such ten (10) Business Day period shall be deemed to be a waiver of such Preemptive Rightholder's rights under Section 7(b)(i); *provided*, that each Preemptive Rightholder may waive its rights under Section 7(b)(i) prior to the expiration of such ten (10) Business Day period by giving written notice to the Company or the applicable Subsidiary.

(c) Specified Issuance. Notwithstanding the requirements of Section 7(a), the Company or its applicable Subsidiary may proceed with an issuance of New Securities that would otherwise be subject to Section 7(a) prior to having complied with the provisions of Section 7(a) (such issuance, a "Specified Issuance") (but subject to the applicable approvals of the Board and the Holders in accordance with this Agreement); *provided*, that the Company shall (or shall cause its applicable Subsidiary to):

(i) provide to each Preemptive Rightholder as of the date of the Specified Issuance prompt written notice of such Specified Issuance;

(ii) within a reasonable period of time (but in any event not more than fifteen (15) Business Days following such Specified Issuance, offer, in writing, to issue to each Preemptive Rightholder its Proportionate Percentage of the New Securities, at the same price and

on the same terms and conditions with respect to such New Securities as the proposed transferees received in such Specified Issuance; and

(iii) keep such offer open for a period of no less than ten (10) Business Days, during which period, each Preemptive Rightholder may accept such offer by sending a written notice of exercise to the Company or its applicable Subsidiary committing to purchase in accordance with the procedures set forth in Section 7(b), an amount of such New Securities (not to exceed the amount specified in the offer made pursuant to Section 7(c)(ii);

provided, further, that (A) for all purposes under this Agreement, any issuance of New Securities to a Preemptive Rightholder pursuant to this Section 7(c) shall be deemed to have occurred on the date of the consummation of such Specified Issuance and (B) during the period commencing on the consummation of such Specified Issuance and ending on the earlier of (x) the consummation of the issuance of New Securities to a Preemptive Rightholder pursuant to this Section 7(c) and (y) the expiration of the ten (10) Business Day period specified in clause (iii) above, the New Securities issued pursuant to this Section 7(c) shall not be taken into account in calculating the Proportionate Percentage of any Holder for any purposes under this Agreement

(d) Closing. The closing of the purchase of New Securities subscribed for by the Preemptive Rightholders under (i) Section 7(b) shall be held at the executive office of the Company at 11:00 a.m., local time, on (a) the fifteenth (15^{th}) Business Day after the giving of the New Issuance Notice pursuant to Section 7(a), if the Preemptive Rightholders elect to purchase all of the New Securities under Section 7(b), or (b) the date of the closing of the sale to the Subject Purchaser made pursuant to Section 7(a) if the Preemptive Rightholders elect to purchase some, but not all, of the New Securities under Section 8(b), (ii) Section 7(c) shall be held at the executive office of the Company at 11:00 a.m., local time, on the fifteenth (15^{th}) Business Day after the date of the offer specified under Section 7(c)(ii), or (iii) in relation to both (i) and (ii), at such other time and place as the parties to the transaction may reasonably agree. At such closing, the Company shall (or shall cause its applicable Subsidiary to) deliver certificates (to the extent that the Company or its applicable Subsidiary has certificated shares) representing the New Securities to the participating Preemptive Rightholders, and such New Securities shall be issued free and clear of all liens (other than those arising hereunder or pursuant to applicable law and those attributable to actions by the purchasers thereof) and the Company shall (or shall cause its applicable Subsidiary to) so represent and warrant, and further represent and warrant that such New Securities shall be, upon issuance thereof to the Preemptive Rightholders and after payment therefor, duly authorized, validly issued, fully paid and non-assessable. Each Preemptive Rightholder purchasing the New Securities shall deliver at the closing payment in full in immediately available funds for the New Securities purchased by him, her or it. At such closing, all of the parties to the transaction shall execute such additional documents as are otherwise necessary to effectuate the closing. Notwithstanding the foregoing, if the closing of a sale or issuance of New Securities is not consummated within a six (6)-month period (plus such number of additional days (if any) necessary to allow the expiration or termination of all waiting periods under antitrust laws applicable to such sale) after the date upon which the New Issuance Notice is delivered or if the principal terms of such sale change such that the terms are, in the aggregate, less favorable in any material respect to the Preemptive Rightholders than those in the New Issuance Notice, then the restrictions provided for herein shall again become effective, and no issuance or sale of New Securities may be made thereafter by the Company or its applicable Subsidiary without again offering the same to the Preemptive Rightholders in accordance with this Section 7. Notwithstanding any other provision of this Section 7, there shall be no liability on the part of the

Company, any of its Subsidiaries or any Holder to any Preemptive Rightholder arising from the failure of the Company or its applicable Subsidiary to consummate the sale of New Securities for any reason.

(e) Assignment of Preemptive Rights. The rights contained in this Section 7 may be assigned or otherwise conveyed to transferees or assignees of a Preemptive Rightholder; *provided*, that such assignment or transfer is effected in compliance with the terms and conditions of this Agreement applicable to the assignment or transfer of outstanding shares of capital stock of the Company.

8. Miscellaneous.

(a) Termination. This Agreement (other than Sections 3(b) and 6 and this Section 8 and their respective defined terms) shall terminate automatically and be of no further force and effect immediately prior to the effectiveness of a QIPO.

(b) Remedies. In the event of a breach by the Company or a Holder of any of its obligations under this Agreement, the Company or the Holder, as the case may be, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The Parties agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate and shall waive any requirement for the posting of a bond. No failure or delay by any Person in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

(c) Amendment; Modification; Waivers. This Agreement, the By-Laws and the Certificate of Incorporation may be amended or waived if, and only if, such amendment or waiver is in writing and signed by the Company and Holders of a majority of the outstanding shares of the voting power of the Company's capital stock; *provided*, that no amendment may adversely affect a Holder relative to other Holders without such Holder's consent; *provided, however*, that Schedule 1 shall be amended by the Company as necessary from time to time, and without the consent of any Holders, to properly reflect the capitalization of the Company as of such time; *provided, further*, that the provisions hereof shall be appropriately adjusted for any stock dividends, splits, reverse splits, combinations, recapitalizations and the like occurring after the date hereof, in each case, without the consent of any Holders. Any amendment or waiver must specifically reference this Agreement, specify the provision(s) hereof that it is intended to amend or waive and further specify that it is intended to amend or waive such provision(s).

(d) Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (i) upon delivery, if served by personal delivery upon the Person for whom it is intended, (ii) on the third (3rd) Business Day after the date mailed if delivered by registered or certified mail, return receipt requested, postage prepaid, (iii) on the following Business Day if delivered by a nationally-recognized, overnight, air courier or (iv) when delivered or, if sent after the Close of Business, on the following Business Day if sent by email, in each case,

to the address set forth on such Person's signature page hereto or to such other address as may be designated in writing, in the same manner, by such Person.

(e) Governing Law; Forum. This Agreement and all disputes or controversies arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to principles of conflicts of laws. Each of the Company, each Holder and each Warrantholder agrees that it shall bring any litigation with respect to any claim arising out of or related to this Agreement, exclusively in the Delaware Court of Chancery (and if jurisdiction in the Delaware Court of Chancery shall be unavailable, the Federal courts of the United States of America sitting in the State of Delaware) (together with the appellate courts thereof, the "Chosen Courts"). In connection with any claim arising out of or related to this Agreement, each of the Company, each Holder and each Warrantholder hereby irrevocably and unconditionally (i) submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection that such Person may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or as not having jurisdiction over either the Company, the Holder or the Warrantholder, (iv) agrees that service of process in any such action or proceeding shall be effective if notice is given in accordance with Section 8(d), although nothing contained in this Agreement shall affect the right to serve process in any other manner permitted by law and (v) agrees not to seek a transfer of venue on the basis that another forum is more convenient. Notwithstanding anything herein to the contrary, (i) nothing in this Section 8(e) shall prohibit any party from seeking or obtaining orders for conservatory or interim relief from any court of competent jurisdiction and (ii) each of the Company, each Holder and each Warrantholder agrees that any judgment issued by a Chosen Court may be recognized, recorded, registered or enforced in any jurisdiction in the world and waives any and all objections or defenses to the recognition, recording, registration or enforcement of such judgment in any such jurisdiction.

(f) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, legal representatives, permitted assigns and Approved Transferees. The Company shall cause any successor or assign (whether by merger, consolidation, sale of assets or otherwise) to assume the obligations of the Company under this Agreement or enter into a new agreement with the parties hereto on terms substantially the same as this Agreement as a condition of any such transaction.

(g) Waiver of Trial by Jury. EACH OF THE COMPANY, EACH HOLDER AND EACH WARRANTHOLDER ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PERSON HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PERSON MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH OF THE COMPANY, EACH HOLDER AND EACH WARRANTHOLDER CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) SUCH PERSON UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) SUCH PERSON MAKES THIS WAIVER VOLUNTARILY, AND (IV)

SUCH PERSON HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(h) Severability. The provisions of this Agreement shall be deemed severable. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (i) a suitable and equitable provision shall be substituted therefor to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (ii) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction; *provided, however*, that if any one or more of the provisions contained in this Agreement shall be determined to be excessively broad as to activity, subject, duration or geographic scope, it shall be reformed by limiting and reducing it to the minimum extent necessary, so as to be enforceable under applicable law.

(i) Business Days. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall be a day other than a Business Day, then such action may be taken or such right may be exercised on the next succeeding Business Day.

(j) Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior contracts or agreements with respect to the subject matter hereof and supersedes any and all prior or contemporaneous discussions, agreements and understandings, whether oral or written, that may have been made or entered into by or among any of the Parties or any of their respective Affiliates relating to the transactions contemplated hereby.

(k) Execution of Agreement; Counterparts. This Agreement may be executed and delivered (by facsimile, by electronic mail in portable document format (.pdf) or otherwise) in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement.

(l) Determination of Ownership. In determining ownership of capital stock of the Company hereunder for any purpose, the Company may rely solely on the records of the transfer agent for the capital stock of the Company from time to time, or, if no such transfer agent exists, the Company's stock ledger.

(m) No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, and notwithstanding the fact that certain of the Holders may be partnerships or limited liability companies, each Holder and each Warrantholder covenants, agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any of the Company's or any Holder's former, current or future direct or indirect equity holders, controlling Persons, stockholders, directors, officers, employees, agents, Affiliates, members, financing sources, managers, general or limited partners or assignees (and collectively, the "Non-Recourse Parties"), in each case other than the Company, the Holders or any of their permitted assigns under this Agreement, whether by the enforcement of any

assessment or by any legal or equitable proceeding, or by virtue of any applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any of the Non-Recourse Parties, as such, for any obligation or liability of the Company or the Holders under this Agreement or any documents or instruments delivered in connection herewith for any claim based on, in respect of or by reason of such obligations or liabilities or their creation; *provided, however*, nothing in this Section 8(m) shall relieve or otherwise limit the liability of the Company or any Holder, as such, for any breach or violation of its obligations under this Agreement or such agreements, documents or instruments.

(n) Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Company and the Holders, and with respect to Sections 5(b) and 6, the Warrantholders, and their respective successors and permitted assigns any rights, benefits or remedies of any nature whatsoever.

(o) Recapitalizations, Exchanges, etc. The provisions of this Agreement shall apply to the full extent set forth herein with respect to (i) the shares of capital stock of the Company, (ii) any and all securities into which shares of capital stock of the Company are converted, exchanged or substituted in any recapitalization or other capital reorganization by the Company and (iii) any and all equity securities of the Company or any successor or assign of the Company (whether by merger, consolidation, sale of assets or otherwise) which may be issued in respect of, in conversion of, in exchange for or in substitution of, the shares of capital stock of the Company and shall be appropriately adjusted for any stock dividends, splits, reverse splits, combinations, recapitalizations and the like occurring after the date hereof.

(p) Headings; Section References. All heading references contained in this Agreement are for convenience purposes only and shall not be deemed to limit or affect any of the provisions of this Agreement.

(q) No Other Relationships. Nothing contained herein or in any other agreement delivered pursuant hereto or thereto shall be construed to create any agency relationship among the Holders and/or the Warrantholders. No Holder shall owe any fiduciary duties to the Company or to any other Holder or Warrantholder by virtue of this Agreement. To the extent that at law or in equity, a Holder has duties (including fiduciary duties) and liabilities relating thereto to the Company or any other Holder or Warrantholder, a Holder acting under this Agreement shall not be liable to the Company or to any Holder or Warrantholder for its good faith reliance on the provisions of this Agreement (including this Section 9(q)). The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Holder otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Holder.

(r) Waiver of Certain Damages. To the extent permitted by applicable law, each party hereto agrees not to assert, and hereby waives, any claim against any other party, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any of the transactions contemplated hereby.

(s) Use of Holder's Name. Neither the Company, its Affiliates nor any of their respective Representatives shall issue any press releases or other public disclosure using the name of any Holder or any of its Affiliates without such Holder's prior written consent; *provided, however*, the exceptions set forth in Section 3(b) shall apply *mutatis mutandis* to the Company, its

Affiliates and/or their respective Representatives with respect to the disclosure of the name of a Holder and/or any of its Affiliates (in any press release, other public disclosure or otherwise) as if the name of such Holder and/or any of its Affiliates were "Confidential Information" (as defined herein).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Stockholders' Agreement as of the date first written above.

[**4L HOLDINGS CORPORATION**]

By: _____
Name: _____
Title: _____

Address:
_____
_____
_____
Attention:
Email:

with a copy (which shall not constitute notice) to:
_____
_____
_____
Attention:
Email:

[Holder and Warrantholder signature pages to be circulated prior to the Effective Date and then attached hereto as of the Effective Date.]

SCHEDULE 1

Capitalization Table

[Table to be created and populated prior to the Effective Date.]

EXHIBIT A

Form of Joinder

The undersigned hereby agrees, effective as of the date set forth below, to become a party to that certain Stockholders' Agreement (as amended, restated and modified from time to time, the "Agreement"), dated as of January [_], 2020, by and among [4L Holdings Corporation], a [Delaware corporation] (the "Company"), and the stockholders of the Company. The undersigned hereby pursuant to this joinder (this "Joinder") agrees to be bound by all of the terms of the Agreement and shall hereafter be deemed to be, for all purposes of the Agreement, a party to the Agreement and a "Holder" (as defined in the Agreement). This Joinder and all disputes or controversies arising out of or relating to this Joinder shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to principles of conflicts of laws.

[_]

By: _____
Name:
Title:

Date:

Address:
_____
_____
_____
Attention:
Email:

with a copy (which shall not constitute notice) to:
_____
_____
_____
Attention:
Email: