

**STOCKHOLDERS AGREEMENT**

by and among

**ENVISION PARENT, INC.**

and

**THE STOCKHOLDERS NAMED HEREIN**

November 3, 2023

## TABLE OF CONTENTS

ARTICLE I DEFINITIONS .....	1
Section 1.01 Definitions.....	1
Section 1.02 Interpretation.....	12
ARTICLE II MANAGEMENT .....	12
Section 2.01 Board of Directors.....	12
Section 2.02 Nomination of Directors; Voting by the Stockholders in Director Elections 14	
Section 2.03 Term of Office; Removal; Resignation; Vacancies .....	15
Section 2.04 Meetings of the Board of Directors .....	16
Section 2.05 Chairperson of the Board .....	17
Section 2.06 Committees .....	17
Section 2.07 Related Party Transactions .....	17
ARTICLE III STOCKHOLDER MEETINGS AND ACTIONS .....	18
Section 3.01 Special Meetings.....	18
Section 3.02 Quorum; Actions by Stockholders.....	19
Section 3.03 Stockholder Consent Matters.....	19
ARTICLE IV PREEMPTIVE RIGHTS .....	20
Section 4.01 Preemptive Right .....	20
ARTICLE V TRANSFER .....	22
Section 5.01 General Restrictions on Transfer .....	22
Section 5.02 Tag-Along Right .....	23
Section 5.03 Drag-Along Rights.....	27
ARTICLE VI REGISTRATION RIGHTS.....	30
Section 6.01 Demand Registration .....	30
Section 6.02 Piggyback Registration .....	32
Section 6.03 Notice Requirements.....	35
Section 6.04 Suspension Period.....	35
Section 6.05 Required Information.....	36
Section 6.06 Other Registration Rights Agreements .....	36
Section 6.07 Cessation of Registration Rights.....	36
Section 6.08 Lock-Up Agreement .....	36
Section 6.09 Registration Procedures .....	37
Section 6.10 Registration Expenses.....	44

Section 6.11	Indemnification .....	44
Section 6.12	Facilitation of Sales Pursuant to Rule 144.....	47
ARTICLE VII	COVENANTS .....	48
Section 7.01	Financial Statements .....	48
Section 7.02	Earnings Calls .....	50
Section 7.03	Limitations .....	50
Section 7.04	Confidentiality .....	50
Section 7.05	Indemnification of Stockholders.....	52
ARTICLE VIII	REPRESENTATIONS AND WARRANTIES.....	53
Section 8.01	Representations and Warranties.....	53
ARTICLE IX	MISCELLANEOUS .....	54
Section 9.01	Termination.....	54
Section 9.02	Expenses .....	54
Section 9.03	Further Assurances.....	54
Section 9.04	Notices .....	54
Section 9.05	Headings .....	55
Section 9.06	Severability .....	55
Section 9.07	Entire Agreement.....	55
Section 9.08	Successors and Assigns.....	55
Section 9.09	Business Days .....	55
Section 9.10	Determination of Ownership.....	55
Section 9.11	No Recourse.....	56
Section 9.12	Use of Stockholder’s Name .....	56
Section 9.13	Governing Documents .....	56
Section 9.14	No Third-Party Beneficiaries.....	57
Section 9.15	Amendment.....	57
Section 9.16	Waiver.....	57
Section 9.17	Governing Law .....	58
Section 9.18	Submission to Jurisdiction .....	58
Section 9.19	Waiver of Jury Trial.....	58
Section 9.20	Equitable Remedies .....	58
Section 9.21	Remedies Cumulative .....	59
Section 9.22	Counterparts.....	59
Section 9.23	Legend.....	59



## STOCKHOLDERS AGREEMENT

This STOCKHOLDERS AGREEMENT (as executed and as it may be amended, modified, supplemented or restated from time to time as provided herein, this “**Agreement**”), dated as of November 3, 2023 (the “**Agreement Date**”), is entered into among Envision Parent, Inc., a Delaware corporation (the “**Company**”), each Person identified on Schedule A hereto (each, a “**Stockholder**” and, collectively, the “**Stockholders**”) and each other Person that after the Agreement Date acquires securities of the Company and agrees to become a party to, and bound by, this Agreement as a Stockholder by executing a Joinder Agreement.

### RECITALS

WHEREAS, the Company and the Stockholders desire to establish herein the terms and conditions upon which certain affairs of the Company shall be administered and otherwise set forth the Stockholders’ respective rights and obligations as holders of shares of capital stock of the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I DEFINITIONS

Section 1.01 **Definitions.** When used in this Agreement with initial capital letters, the following terms have the meanings specified or referred to in this Section 1.01:

“**Affiliate**” means, with respect to any Person, any other Person that, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person, including any partner, member, stockholder or other equity holder of such Person or manager, director, officer or employee of such Person, in each case, to the extent any such other Person controls, is controlled by, or is under common control with, such Person. For purposes of this definition, “control,” when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms “controlling” and “controlled” shall have correlative meanings. Notwithstanding the foregoing, none of the Company or any of its Subsidiaries shall be deemed an Affiliate of any Stockholder.

“**Agreement**” has the meaning set forth in the Preamble.

“**Agreement Date**” has the meaning set forth in the Preamble.

“**Alternative Transaction**” means the sale of Registrable Securities constituting less than 1% of the outstanding shares of Common Stock to one 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.

“**Applicable Law**” means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

“**At Large Director**” has the meaning set forth in Section 2.01(a)(iii).

“**Board**” has the meaning set forth in Section 2.01(a).

“**Business**” means (a) in each case, so long as the Company or any Company Subsidiary actively provides the applicable services, (x) the provision of the following hospital-based medical services: anesthesia services, emergency medicine services, inpatient services (including obstetrics and pediatrics, neonatology, maternal fetal medicine, perinatology, critical care/intensivist, and surgery) and radiology services (collectively, the “**Hospital Based Medical Services**”) and (y) the provision of primary care and post-acute / long term medical services (together with the Hospital Based Medical Services, the “**Medical Services**”), and (b) providing management services (including operational and administrative support) to affiliated medical groups and physician practices engaged in the Medical Services.

“**Business Day**” means any day other than a Saturday, a Sunday or other day on which commercial banks in the City of New York are authorized or required to close.

“**Bylaws**” means the Bylaws of the Company, as amended, modified, supplemented or restated from time to time.

“**Capital Stock**” means the Common Stock and any other class or series of capital stock or other equity securities of the Company, whether authorized as of or after the Agreement Date.

“**Certificate of Incorporation**” means the Certificate of Incorporation of the Company, as filed on October 13, 2023 with the Secretary of State of the State of Delaware and as amended, modified, supplemented or restated from time to time.

“**Change of Control**” means: (a) the sale of all or substantially all of the consolidated assets of the Company and the Company Subsidiaries, taken as a whole (including by way of a sale of the equity interests of the Company Subsidiaries) to a Third Party Purchaser; (b) a sale resulting in no less than a majority of the Common Stock (or other voting stock of the Company) on a Fully Diluted Basis being held by a Third Party Purchaser; or (c) a merger, consolidation, recapitalization or reorganization of the Company with or into a Third Party Purchaser that results in the inability of the Stockholders to designate or elect a majority of the board of directors (or its equivalent) of the resulting entity or its parent company.

“**Commission**” means the Securities and Exchange Commission or any other federal agency then administering the Securities Act or Exchange Act.

“**Common Stock**” means the Common Stock, par value \$0.01 per share, of the Company and any securities issued in respect thereof, or in substitution therefor, in connection with any stock

split, dividend or combination, or any reclassification, recapitalization, merger, consolidation, exchange or similar reorganization.

“**Company**” has the meaning set forth in the Preamble.

“**Company Subsidiary**” means a Subsidiary of the Company.

“**Competitor**” means any Person that (a) owns 10% or more of the outstanding capital stock or other equity interests of any Person engaged in the Business, (b) is a director, officer or employee of any Person engaged in the Business or (c) is a Person engaged in the Business, or an Affiliate thereof; provided, that a Person that is a financial investment firm or collective investment vehicle will not be deemed to be a Competitor solely because a portfolio company of such Person is engaged in the Business.

“**Confidential Information**” has the meaning set forth in Section 7.04(a).

“**Credit Agreement**” means the Credit Agreement, dated as of November 3, 2023, among Envision Intermediate, Inc., as Holdings, Envision Healthcare Operating, Inc., as the Borrower, the lenders from time to time party thereto and Ankura Trust Company, LLC, as the Administrative Agent and the Collateral Agent thereunder.

“**Demand Eligible Stockholder**” has the meaning set forth in Section 6.01(a).

“**Demand Eligible Stockholder Request**” has the meaning set forth in Section 6.01(a).

“**Demand Notice**” has the meaning set forth in Section 6.01(a).

“**Demand Registration**” has the meaning set forth in Section 6.01(a).

“**Demand Registration Statement**” has the meaning set forth in Section 6.01(a).

“**Designated Director**” means a Director designated by the Director Designation Committee.

“**Director**” has the meaning set forth in Section 2.01(a).

“**Director Designation Committee**” has the meaning set forth in Section 2.01(c).

“**Director Designation Committee Stockholder**” means a Stockholder that is a member of the Director Designation Committee.

“**Director Designation Committee Termination Date**” has the meaning set forth in Section 2.01(c)(v).

“**Drag-along Notice**” has the meaning set forth in Section 5.03(c).

“**Drag-along Sale**” has the meaning set forth in Section 5.03(a).

“**Drag-along Stockholder**” has the meaning set forth in Section 5.03(a).

**“Dragging Stockholder”** has the meaning set forth in Section 5.03(a).

**“Effectiveness Period”** has the meaning set forth in Section 6.01(c).

**“Exchange Act”** means the Securities Exchange Act of 1934, as amended.

**“Excluded Issuance”** means an issuance or sale of any Capital Stock or Stock Equivalents issued or sold by the Company or any Company Subsidiary: (a) as a grant to any existing or prospective Directors, officers or other employees, consultants or service providers of the Company or any Company Subsidiary (or their respective Affiliates) pursuant to equity-based plans or other compensation agreements; (b) upon the conversion or exchange of any securities of the Company into Capital Stock, or the exercise of any warrants or other rights to acquire Capital Stock; (c) as consideration in any acquisition by the Company or any Company Subsidiary of any equity interests, assets, properties or business of any Person; (d) upon the commencement of any Public Offering or any transaction or series of related transactions involving a Change of Control; (e) in connection with any subdivision of Capital Stock (by a split of Capital Stock or otherwise), payment of stock dividend, reclassification, reorganization or any similar recapitalization; (f) in connection with a joint venture, strategic alliance or other commercial relationship with any Person (including Persons that are customers, suppliers and strategic partners of the Company or any Company Subsidiary) relating to the operation of the Company’s or any Company Subsidiary’s business and not for the primary purpose of raising equity capital; or (g) to lenders or other financial institutions in any arm’s length transaction providing debt financing to the Company or any Company Subsidiary, where such Capital Stock or Stock Equivalents are not equal to or convertible into an aggregate of more than 3% of the outstanding Common Stock on a Fully Diluted Basis at the time of the issuance of such securities.

**“Executive Director”** has the meaning set forth in Section 2.01(a)(i).

**“Fair Market Value”** of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm’s length transaction on such date, as determined in good faith by the Board based on such factors as the Board, in the exercise of its reasonable business judgment, considers relevant.

**“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), common law partner 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), common law partner or descendants (whether or not adopted).

**“FINRA”** means the Financial Industry Regulatory Authority.

**“Fiscal Year”** means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

**“Fully Diluted Basis”** means, as of any date of determination, taking into account all issued and outstanding Capital Stock of the Company and all Capital Stock issuable upon the

exercise or conversion of any outstanding Stock Equivalents as of such date, using the treasury stock method, whether or not such Stock Equivalent is at the time exercisable or convertible.

**“Fully Exercising Preemptive Stockholder”** has the meaning set forth in Section 4.01(d).

**“GAAP”** means United States generally accepted accounting principles in effect from time to time.

**“Governmental Authority”** means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

**“Holders of a Majority of Included Registrable Securities”** means Stockholders holding a majority of the Registrable Securities included in the applicable Registration Statement.

**“Indemnified Person”** has the meaning set forth in Section 6.11(a).

**“Indemnitee Related Parties”** means with respect to a Person, such Person’s current and former (a) Subsidiaries, (b) Affiliates and (c) managed accounts, funds, funds managed by a common investment manager, officers, directors, principals, shareholders, members, partners, managers, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, other professionals, investment advisors, sub-advisors and collateral managers, in each case in their capacity as such.

**“Ineligible Party”** means a Person listed on Appendix A hereto.

**“Initial Term”** has the meaning set forth in Section 2.01(a).

**“Issuance Notice”** has the meaning set forth in Section 4.01(b).

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

**“Joinder Agreement”** means the Joinder Agreement to this Agreement in form and substance attached hereto as **Exhibit A**.

**“July 2022 Credit Transactions”** means the series of financing and uptier transactions in respect of Envision Healthcare Corporation’s assets consummated in July 2022 with existing term loan lenders, which transactions resulted in \$300 million of additional new money loans (the new “first out” term loans) and the conversion of \$3.7 billion of existing term loans into the “second out” and “third out” tranches, with the non-participating loans remaining in a “fourth out” tranche, and the granting and receipt of consents and releases with respect to such financing transactions and previous financing transactions.

“**Losses**” has the meaning set forth in Section 6.11(a).

“**Maximum Offering Size**” has the meaning set forth in Section 6.01(d)

“**New Securities**” means any (a) authorized but unissued shares of Capital Stock or any Stock Equivalents, (b) authorized but unissued shares of capital stock or other equity securities of a Company Subsidiary (except if issued to the Company or another Company Subsidiary) and (c) indebtedness incurred by the Company or any Company Subsidiary to the extent securities described in clauses (a) or (b) of this definition are issued as a unit to the lender(s) or other financial institution(s) in such financing transaction.

“**Nominating Committee**” has the meaning set forth in Section 2.06.

“**Non-Diluted Basis**” means, as of any date of determination, taking into account all issued and outstanding Capital Stock of the Company, but excluding any (a) Capital Stock issued after the Agreement Date upon the exercise or conversion of any Stock Equivalents and (b) Capital Stock issued pursuant to any management incentive plan or director incentive plan of the Company.

“**Non-Recourse Parties**” has the meaning set forth in Section 9.11.

“**Other Registrable Securities**” means (a) the Common Stock, (b) any securities issued or issuable with respect to, on account of or in exchange for 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, held by any other Person that 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 Common Stock (which shall not include this Agreement).

“**Over-allotment Exercise Period**” has the meaning set forth in Section 4.01(d).

“**Over-allotment Notice**” has the meaning set forth in Section 4.01(d).

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity and shall include any successor (by merger or otherwise) of any such entity or group.

“**Piggyback Eligible Stockholders**” has the meaning set forth in Section 6.02(a).

“**Piggyback Notice**” has the meaning set forth in Section 6.02(a).

“**Piggyback Registration**” has the meaning set forth in Section 6.02(a).

“**Piggyback Registration Statement**” has the meaning set forth in Section 6.02(a).

“**Piggyback Request**” has the meaning set forth in Section 6.02(a).

**“Preemptive Acceptance Notice”** has the meaning set forth in Section 4.01(c).

**“Preemptive Exercise Period”** has the meaning set forth in Section 4.01(c).

**“Preemptive Pro Rata Portion”** means, for any Preemptive Stockholder as of any particular time, a fraction determined by dividing (a) the number of shares of Common Stock on a Non-Diluted Basis owned by such Preemptive Stockholder immediately prior to such time by (b) the aggregate number of shares of Common Stock on a Non-Diluted Basis owned by all of the Preemptive Stockholders immediately prior to such time.

**“Preemptive Stockholder”** means, as of a given time, each Stockholder that owns, together with its Affiliates, at least 2% of the outstanding shares of Common Stock on a Non-Diluted Basis.

**“Projections”** has the meaning set forth in Section 7.01(a)(iii).

**“Prospective Purchaser”** has the meaning set forth in Section 4.01(b).

**“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, a dividend reinvestment plan or similar plan or a transaction to which Rule 145 is applicable) under the Securities Act.

**“Qualified Public Offering”** means the sale, in a firm commitment underwritten public offering led by a nationally recognized underwriting firm pursuant to an effective Registration Statement of Common Stock having an aggregate offering value (net of underwriters’ discounts and selling commissions) of at least \$250,000,000, following which at least 25% of the total Common Stock on a Fully Diluted Basis shall have been sold to the public and shall be listed on any national securities exchange or quoted on the NASDAQ Stock Market System.

**“Qualified Stockholder”** means, as of a particular date of determination, one or more Stockholders who beneficially own in the aggregate 10% or more of the outstanding Shares of Common Stock as of such date on a Fully Diluted Basis.

**“Registrable Securities”** means (a) Common Stock held by the Stockholders and their respective Affiliates or any transferee or assignee of any Stockholder or its Affiliates after giving effect to a Transfer made in compliance with this Agreement (including Section 5(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 and (b) any other securities issued and issuable with respect to any such Common Stock described in clause (a) by way of a stock dividend, split or combination or in connection with a recapitalization, conversion, exchange, merger, consolidation, other reorganization or otherwise (it being understood that for

purposes of this Agreement, a Person will be deemed to be a holder of Registrable Securities whenever such Person has the right to then acquire or obtain from the Company any Registrable Securities, whether or not such acquisition has actually been effected). As to any particular Registrable Securities, such securities shall not be Registrable Securities when (i) a Registration Statement registering such Registrable Securities under the Securities Act has been declared effective and such Registrable Securities have been Transferred by the holder thereof pursuant to such effective Registration Statement, (ii) such securities are Transferred pursuant to Rule 144, (iii) such securities cease to be outstanding, (iv) such securities may be sold without the volume, manner-of-sale and public information limitations under Rule 144 (or any similar provisions then in force) or (v) if such securities shall have been otherwise Transferred and new certificates or book-entries for them not bearing a legend restricting transfer shall have been delivered by the Company and such securities may be publicly resold without registration under the Securities Act.

**“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) incurred in order to comply 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 (excluding, for the avoidance of doubt, any Selling Expenses); (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 Stockholders 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 Agreements”** has the meaning set forth in Section 9.07.

**“Related Party”** has the meaning set forth in Section 2.07.

**“Related Party Transaction”** has the meaning set forth in Section 2.07.

**“Remaining New Securities”** has the meaning set forth in Section 4.01(d).

**“Requesting Stockholder”** has the meaning set forth in Section 3.01(a).

**“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.

**“Seasoned Issuer”** means an issuer eligible to use Form S-3 under the Securities Act.

**“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 Stockholder not included within the definition of Registration Expenses.

**“Selling Stockholder”** has the meaning set forth in Section 5.02(a).

**“Shares”** means shares of (a) Common Stock and (b) any other Capital Stock, in each case, together with any Stock Equivalents thereon, purchased, owned or otherwise acquired by a Stockholder as of or after the Agreement Date, and any securities issued in respect of any of the

foregoing, or in substitution therefor, in connection with any stock split, dividend or combination, or any reclassification, recapitalization, merger, consolidation, exchange or similar reorganization.

“**Special Meeting Request**” has the meaning set forth in Section 3.01(a).

“**Steering Committee**” means the following Stockholders: Blackstone Alternative Credit Advisors LP; Brigade Capital Management, LP; Columbus Hill Capital Management, L.P.; Corre Partners Management, LLC; Eaton Vance Management; King Street Capital Management, L.P.; and Strategic Value Partners, LLC.

“**Steering Committee CEO Requisite Vote**” means the affirmative vote of at least five of the seven members of the Steering Committee; provided that, if, after the Agreement Date, a Steering Committee member or its Affiliates Transfer any shares of Common Stock resulting in such member of the Steering Committee and its Affiliates (following the completion of such Transfer) ceasing to own at least 5% of the issued and outstanding Common Stock on a Non-Diluted Basis, such member of the Steering Committee shall notify the Company of such Transfer and shall not be considered a member of the Steering Committee for purposes of determining the Steering Committee CEO Requisite Vote, and the Steering Committee CEO Requisite Vote will be the affirmative vote of (a) if there are five or more Steering Committee members for purposes of determining the Steering Committee CEO Requisite Vote, the difference of (i) such aggregate number of Steering Committee members, minus (ii) two; (b) if there are three or four Steering Committee members for purposes of determining the Steering Committee CEO Requisite Vote, the difference of (i) such aggregate number of Steering Committee members, minus (ii) one; and (c) if there are less than three Steering Committee members for purposes of determining the Steering Committee CEO Requisite Vote, all of such Steering Committee members.

“**Steering Committee Director Requisite Vote**” means the affirmative vote of at least six of the seven members of the Steering Committee; provided that, if, after the Agreement Date, a Steering Committee member or its Affiliates Transfer any shares of Common Stock resulting in such member of the Steering Committee and its Affiliates (following the completion of such Transfer) ceasing to own at least 5% of the issued and outstanding Common Stock on a Non-Diluted Basis, such member of the Steering Committee shall notify the Company of such Transfer and shall not be considered a member of the Steering Committee for purposes of determining the Steering Committee Director Requisite Vote, and the Steering Committee Director Requisite Vote will be the affirmative vote of (a) if there are three or more Steering Committee members for purposes of determining the Steering Committee Director Requisite Vote, the difference of (i) such aggregate number of Steering Committee members, minus (ii) one, and (b) if there are less than three Steering Committee members for purposes of determining the Steering Committee Director Requisite Vote, all of such Steering Committee members.

“**Stock Equivalents**” means any security or obligation that is by its terms, directly or indirectly, convertible into or exchangeable or exercisable for Shares, and any option, warrant or other right to subscribe for, purchase or acquire Shares (disregarding any restrictions or limitations on the exercise of such rights).

“**Stockholder**” has the meaning set forth in the Preamble.

“**Stockholder Indemnitee**” has the meaning set forth in Section 7.05.

“**Stockholder Requested Special Meeting**” has the meaning set forth in Section 3.01(a).

“**Subsidiary**” means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

“**Suspension Period**” has the meaning set forth in Section 6.04.

“**Tag-along Exercise Notice**” has the meaning set forth in Section 5.02(c)(i).

“**Tag-along Exercise Period**” has the meaning set forth in Section 5.02(c)(i).

“**Tag-along Notice**” has the meaning set forth in Section 5.02(b).

“**Tag-along Pro Rata Portion**” means, for any Selling Stockholder or Tag-along Stockholder as of any particular time, a fraction determined by dividing (a) the number of Shares on a Fully Diluted Basis of Tag-along Stock owned by such Stockholder immediately prior to such time by (b) the aggregate number of Shares on a Fully Diluted Basis of Tag-along Stock owned by the Selling Stockholder and all of the Tag-along Stockholders.

“**Tag-along Sale**” has the meaning set forth in Section 5.02(a).

“**Tag-along Stock**” has the meaning set forth in Section 5.02(a).

“**Tag-along Stockholder**” has the meaning set forth in Section 5.02(a).

“**Third Party Purchaser**” means any Person that, immediately prior to the contemplated transaction: (a) does not directly or indirectly own or have the right to acquire any outstanding Capital Stock (or applicable Stock Equivalents); or (b) is not an Affiliate of any Person that directly or indirectly owns or has the right to acquire any Capital Stock (or applicable Stock Equivalents).

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

“**Transfer**” means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any shares of Capital Stock or Stock Equivalents owned by a Person or any interest (including a beneficial interest) in any Capital Stock or Stock Equivalents owned by a Person. “**Transfer**”, when used as a noun, shall have a correlative meaning.

“**Transferee**” means a recipient of, or proposed recipient of, a Transfer, including a prospective Transferee.

“**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 and not an “ineligible issuer” as defined in Rule 405.

Section 1.02 **Interpretation.** For purposes of this Agreement: (a) the words “include,” “includes,” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (i) to Articles, Sections, Exhibits and Schedules mean the Articles and Sections of, and Exhibits and Schedules attached to, this Agreement; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Exhibits and Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

## **ARTICLE II MANAGEMENT**

### **Section 2.01 Board of Directors.**

(a) **Initial Board Composition.** Effective as of the Agreement Date, the number of directors constituting the board of directors of the Company (each a “**Director**” and, collectively, the “**Board**”) shall be seven Directors, and the Board shall consist of the following individuals, who shall serve until the next annual meeting of Stockholders and until such Director’s successor has been elected or qualified or until such Director’s death or resignation (the “**Initial Term**”):

(i) the individual who is the then duly elected and acting Chief Executive Officer of the Company (the “**Executive Director**”);

(ii) two individuals who have been designated by the Director Designation Committee; and

(iii) four additional individuals (each, an “**At Large Director**” and, collectively, the “**At Large Directors**”), each of whom has been approved by the Steering Committee Director Requisite Vote.

(b) **Subsequent Board Composition.** Following the Initial Term, each Stockholder shall vote all voting securities (including all voting Shares) owned by such Stockholder or over which such Stockholder has voting control, and shall take all other

necessary or desirable actions within its control, and the Company shall take all necessary or desirable actions within its control in accordance with Applicable Law, to ensure that:

(i) the number of Directors shall be fixed and remain at all times seven Directors; and

(ii) the following individuals are elected and continue to serve as Directors:

(A) the Executive Director;

(B) up to two individuals designated by the Director Designation Committee in accordance with Section 2.01(c); and

(C) a number of At Large Directors equal to the difference of (x) six, minus (y) the number of individuals designated by the Director Designation Committee.

(c) **Director Designation Committee.**

(i) A committee (the “**Director Designation Committee**”) consisting, as of the Agreement Date, of each Stockholder that, together with its Affiliates, owns, as of the Agreement Date, at least 9.5% of the outstanding shares of Common Stock on a Non-Diluted Basis, will be entitled to designate a number of candidates to the Board for inclusion on the slate of candidates for election by the Company’s stockholders to the Board as set forth herein.

(ii) Subject to Section 2.01(c)(v) below, for so long as the Director Designation Committee Stockholders and their respective Affiliates own, in the aggregate, at least 25% of the outstanding shares of Common Stock on a Non-Diluted Basis, if a Stockholder that is not, as of the Agreement Date, a Director Designation Committee Stockholder acquires Common Stock that results in such Stockholder, together with its Affiliates, owning more than 9.5% of the outstanding shares of Common Stock on a Non-Diluted Basis, such Stockholder will become a Director Designation Committee Stockholder. If a Director Designation Committee Stockholder and its Affiliates Transfer shares of Common Stock that result in such Stockholder, together with its Affiliates, owning (following the completion of such Transfer) less than 9.5% of the outstanding shares of Common Stock on a Non-Diluted Basis, such Stockholder will so notify the Company and cease to be a Director Designation Committee Stockholder.

(iii) Subject to Section 2.01(c)(v) below, for so long as the Director Designation Committee Stockholders, together with their respective Affiliates, own, in the aggregate, at least 25% of the outstanding shares of Common Stock on a Non-Diluted Basis, then the Director Designation Committee shall be entitled, by the affirmative vote of at least two-thirds of the Director Designation Committee Stockholders, to designate two nominees to the Board for inclusion on the slate of Director nominees for election to the Board by the Stockholders.

(iv) Subject to Section 2.01(c)(v) below, for so long as the Director Designation Committee Stockholders, together with their respective Affiliates, own, in the aggregate, at least 15%, but less than 25%, of the outstanding shares of Common Stock on a Non-Diluted Basis, then the Director Designation Committee shall be entitled, by the affirmative vote of at least two-thirds of the Director Designation Committee Stockholders, to designate one nominee to the Board for inclusion on the slate of Director nominees for election to the Board by the Stockholders. If at any time the Director Designation Committee's designation right drops to a single Director, it will not thereafter increase again to two Directors, notwithstanding subsequent increased ownership of the Director Designation Committee Stockholders and their respective Affiliates.

(v) The Director Designation Committee will cease to exist automatically upon the earlier to occur of (A) the date that is 30 months following the Agreement Date and (B) such earlier date (if any) on which the Director Designation Committee Stockholders, together with their respective Affiliates, cease to own, in the aggregate, at least 15% of the outstanding shares of Common Stock on a Non-Diluted Basis (such earlier date, the "**Director Designation Committee Termination Date**").

(vi) The nominees designated by the Director Designation Committee to the Board pursuant hereto shall not be officers, directors, principals, shareholders, members, partners, managers, employees, agents, consultants or advisory board members of any of the Director Designation Committee Stockholders or their respective Affiliates.

(vii) When the Director Designation Committee Termination Date occurs, or when the number of directors for which the Director Designation Committee has designation rights under this Section 2.01(c) is otherwise reduced, the applicable Designated Director shall automatically be converted to an At Large Director for all purposes under this Agreement and shall continue to serve until the next annual meeting of the Stockholders and until such Director's successor has been elected or qualified or until such Director's death or resignation.

## **Section 2.02 Nomination of Directors; Voting by the Stockholders in Director Elections.**

(a) The Board shall propose a slate of Director nominees in accordance with the requirements set forth in this Article II and Applicable Law for election by the Stockholders at a meeting of Stockholders or pursuant to a written consent of the Stockholders.

(b) Directors shall be elected (i) by the Stockholders collectively holding a majority of the outstanding shares of Common Stock present and voting at an annual meeting or special meeting called to elect any such Directors at which a quorum is present, with no cumulative voting, or (ii) by the Stockholders collectively holding a majority of

the then outstanding shares of Common Stock acting pursuant to a written consent of the Stockholders.

**Section 2.03 Term of Office; Removal; Resignation; Vacancies.**

(a) **Term of Office.** Unless sooner removed in accordance with Section 2.03(b), each Director shall hold office until the next annual meeting of Stockholders and until such Director's successor has been elected or qualified or until such Director's death or resignation.

(b) **Removal.**

(i) The Executive Director shall be removed automatically, without any action by the Board or Stockholders, as a Director immediately upon, and only upon, such person's removal (with or without cause) as the Chief Executive Officer of the Company in the same manner as the removal of any other officer of the Company, in accordance with the Bylaws or other applicable organizational documents.

(ii) A Designated Director may be removed at any time as a Director (with or without cause) upon, and only upon, the written direction of the Director Designation Committee. The action by the Director Designation Committee to direct the removal of a Designated Director shall require the same vote of the Director Designation Committee Stockholders as would be required for the Director Designation Committee to designate a nominee to the Board for inclusion on the slate of Director nominees for election to the Board by the Stockholders. Each other Stockholder shall vote all voting securities (including all voting Shares) owned by such Stockholder or over which such Stockholder has voting control, and shall take all other necessary or desirable actions within its control, and the Company shall take all necessary or desirable actions within its control in accordance with Applicable Law, to remove or replace from the Board such Designated Director upon, and only upon, such written direction. Except as provided in the preceding sentence, unless the Director Designation Committee shall otherwise consent in writing, no other Stockholder shall take any action to cause the removal of a Designated Director.

(iii) An At Large Director may be removed at any time as a Director by the affirmative vote of Stockholders representing, in the aggregate, more than 50% of the outstanding shares of Common Stock.

(c) **Resignation.** A Director may resign at any time from the Board by delivering his or her written resignation to the Board. Any such resignation shall be effective upon receipt thereof unless it is specified to be effective at some other time or upon the occurrence of some other event. The Board's acceptance of a resignation shall not be necessary to make it effective.

(d) **Vacancies.**

(i) On the Agreement Date, if, notwithstanding Section 2.01(a), the Board consists of less than seven Directors, the number of Director seats that are not filled shall be deemed to be vacancies and shall be filled in accordance with Section 2.01(a) as promptly as reasonably practicable.

(ii) If the Chief Executive Officer of the Company is removed or resigns or is otherwise replaced as an officer of the Company, such person shall automatically, and without any action by the Board or Stockholders, cease to be a Director, and the Company's successor Chief Executive Officer appointed pursuant to the Bylaws or other applicable organizational documents shall automatically become the Executive Director.

(iii) In the event that a vacancy is created on the Board at any time due to the death, disability, retirement, resignation or removal of a Designated Director, then the Director Designation Committee shall have the right to designate an individual to fill such vacancy, and the Company and each Stockholder hereby agree to take such actions as may be necessary or desirable within its control in accordance with Applicable Law (including, in the case of a Stockholder, by voting all voting securities (including all voting Shares) owned by such Stockholder or over which such Stockholder has voting control) to ensure the election or appointment of such designee to fill such vacancy on the Board.

(iv) In the event that a vacancy is created on the Board at any time due to the death, disability, retirement or resignation of an At Large Director, then the Board, by majority vote of the then-remaining Directors, shall have the right to designate an individual to fill such vacancy, and the Company and each Stockholder hereby agree to take such actions as may be necessary or desirable within its control in accordance with Applicable Law (including, in the case of a Stockholder, by voting all voting securities (including all voting Shares) owned by such Stockholder or over which such Stockholder has voting control) to ensure the election or appointment of such designee to fill such vacancy on the Board. In the event that a vacancy is created on the Board at any time due to the removal of an At Large Director by the Stockholders pursuant to Section 2.03(b)(iii), then the Stockholders shall be entitled to designate an individual to fill such vacancy by the affirmative vote of Stockholders representing, in the aggregate, more than 50% of the outstanding shares of Common Stock.

**Section 2.04 Meetings of the Board of Directors.**

(a) **Generally.** The Board shall meet at such time and at such place as the Board may designate. Meetings of the Board may be held either in person or by means of telephone or video conference or other communications device that permits all Directors participating in the meeting to hear each other, at the offices of the Company or such other place (either within or outside the State of Delaware) as may be determined from time to time by the Board.

(b) **Special Meetings.** Special meetings of the Board shall be held on the call of either (i) the Executive Director or (ii) any two Directors upon at least five days' written notice if the meeting is to be held in person or two days' written notice if the meeting is to be held by telephone communications or video conference to the Directors, or upon such shorter notice as may be approved by all the Directors. Any Director may waive such notice as to himself or herself.

(c) **Quorum Requirements; Acts of the Board.** A quorum for the transaction of business by the Board shall require the presence of a majority of the Directors then in office. 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 for a later date. At the adjourned meeting, the Board may transact any business which might have been transacted at the original meeting. 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 or by electronic transmission. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of the proceedings of the Board in the same paper or electronic form as the minutes are maintained. A Director may vote at a meeting of the Board either in person or by proxy executed in writing by such Director. A photographic, photostatic, facsimile or similar reproduction of a writing executed by the director shall (if stated thereon) be treated as a proxy executed in writing for purposes of this Section 2.04(c).

Section 2.05 **Chairperson of the Board.** The Chairperson of the Board shall preside at meetings of the Board and shall perform such other duties as the Board may from time to time determine. Following each annual election of Directors, the Board shall select a Director to serve as the Chairperson of the Board until the next succeeding annual election of Directors, with such person being subject to removal by the Board at any time by a majority vote of the Directors other than the Chairperson.

Section 2.06 **Committees.** The Board may create committees; provided, that the Board shall establish and maintain the existence of a nominating committee (the "**Nominating Committee**"), an audit committee and a compensation committee. Committees are permitted to act in any manner only to the extent authorized by the Board and permitted by Applicable Law. Each committee shall keep regular minutes of its meetings and report the same to the Board when required. The principal duties and responsibilities of the Nominating Committee shall be determined by the Board from time to time, and shall include: (a) identifying individuals qualified to become At Large Directors consistent with criteria approved by the Board; (b) recommending to the Board the slate of At Large Directors to be proposed to the Stockholders for election to the Board; and (c) evaluating the performance of the officers of the Company and, together with management, selecting and recommending to the Board appropriate individuals for election, appointment and promotion as officers of the Company.

Section 2.07 **Related Party Transactions.** The Company shall not, and shall not permit any of its Subsidiaries to, enter into any agreement or transaction (or amendment, modification or waiver thereto) with any Person that is (a) a director or officer of the Company or any of its Subsidiaries (except for ordinary course employee benefit programs and arrangements generally available to employees of the Company and its Subsidiaries, and except for employment-related

agreements and arrangements with officers other than the Chief Executive Officer of the Company), (b) a Director Designation Committee Stockholder or any of its Affiliates or any other Stockholder that, together with its Affiliates, then owns more than 10% of the outstanding Shares on a Fully Diluted Basis, (c) an entity in which one or more Stockholders referred to in the immediately preceding clause (b) and their respective Affiliates, or directors or officers of the Company or any of its Subsidiaries, own, directly or indirectly, 10% or more of the outstanding equity securities of such entity or (d) an “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 Person described in the immediately preceding clause (a), clause (b) or clause (c) (collectively, a “**Related Party**”), unless, in each case, such agreement or transaction (or amendment, modification or waiver thereto) has been approved by the affirmative vote of a majority of the disinterested Directors (excluding, for this purpose, 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, modification or waiver thereto)) (each, a “**Related Party Transaction**”). Notwithstanding the foregoing provisions of this Section 2.07 to the contrary, the following transactions will not be deemed to be Related Party Transactions: (x) any issuance of equity securities to a Stockholder (or its Affiliates in accordance with Section 4.01(g)) pursuant to the exercise of such Stockholder’s preemptive rights described in Article IV; and (y) any transaction with a Stockholder resulting from the exercise of such Stockholder’s rights under Section 5.02, Section 5.03 or Article VI.

### **ARTICLE III STOCKHOLDER MEETINGS AND ACTIONS**

#### **Section 3.01 Special Meetings.**

(a) Special meetings of the Stockholders may be called by the Board or by any one or more Stockholders holding (together with its Affiliates) at least 25% of the outstanding shares of Common Stock (a “**Requesting Stockholder**”), subject to the following: in order for a special meeting requested by a Requesting Stockholder (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 Requesting Stockholder (or their duly authorized agents), and must be delivered to the Board at the principal executive offices of the Company and must set forth: (i) in the case of any matter proposed to be conducted at such Stockholder Requested Special Meeting, the information required by the Certificate of Incorporation and the Bylaws and (ii) an agreement by the Requesting Stockholder(s) to notify the Board immediately in the case of any disposition of Common Stock prior to the record date for the Stockholder Requested Special Meeting and an acknowledgement that any such disposition shall be deemed a revocation of such Special Meeting Request to the extent such disposition causes the Requesting Stockholder to no longer own at least 25% of the outstanding shares of Common Stock.

(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 no more than 60 days after the Company receives

a Special Meeting Request from the Requesting Stockholder; provided, further, that each Requesting Stockholder shall be limited to no more than two Special Meeting Requests per calendar year.

**Section 3.02 Quorum; Actions by Stockholders.** The presence, in person or by proxy, of Stockholders holding a majority of the voting power of the outstanding shares of Common Stock generally entitled to vote at a meeting of Stockholders shall constitute a quorum for the transaction of business. The affirmative vote of the Stockholders holding a majority of the voting power of the outstanding shares of Common Stock generally entitled to vote at a meeting at which a quorum is present shall be sufficient to take corporate action. If a 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. Any action required or permitted to be taken at any meeting of the Stockholders may be taken without a meeting, if a number of Stockholders which would have been required if all Stockholders were present at a meeting consent thereto in writing or by electronic transmission; provided, that prompt written notice of the approval of such action shall be delivered to the non-consenting Stockholders.

**Section 3.03 Stockholder Consent Matters.**

(a) Notwithstanding anything contained herein to the contrary, the Company shall not, and shall cause its Subsidiaries not to, take or approve any of the following actions without the prior written consent of Stockholders representing at least 50.1% of the then outstanding shares of Common Stock:

(i) the approval or consummation of any liquidation, dissolution or winding-up of the business and affairs of the Company;

(ii) the approval or consummation of a Change of Control (other than a Drag-along Sale consummated in accordance with this Agreement);

(iii) any acquisition by the Company or any of its Subsidiaries with an enterprise value of more than \$200,000,000;

(iv) any material change in the type of business that constitutes the primary business of the Company and its Subsidiaries, taken as a whole;

(v) other than in connection with a Drag-along Sale consummated in accordance with Section 5.03, changing the legal form or tax structure of the Company;

(vi) increasing the number of shares of Common Stock issuable pursuant to the Company's management incentive plan and director incentive plan, in the aggregate, in excess of 10.0% of the Common Stock outstanding as of the Agreement Date (calculated on a Fully Diluted Basis (but not using the treasury

stock method), including shares issuable under the Company's management incentive plan and the director incentive plan); and

(vii) any redemption or repurchase by the Company of any Capital Stock other than repurchases from departing members of management of the Company and its Subsidiaries and its Affiliates and Directors pursuant to the terms and conditions of the plans and agreements governing such Capital Stock.

(b) Notwithstanding anything contained herein to the contrary, the Board shall not approve the appointment or employment of, and the Company shall not employ, on an interim or permanent basis, following the Agreement Date, a new Chief Executive Officer of the Company without first obtaining the Steering Committee CEO Requisite Vote; provided, that the approval requirement in this Section 3.03(b) will no longer apply following the appointment or employment of the new Chief Executive Officer of the Company that is first appointed or employed on a permanent (as opposed to interim) basis after the Agreement Date.

#### **ARTICLE IV PREEMPTIVE RIGHTS**

##### **Section 4.01 Preemptive Right.**

(a) **Issuance of New Securities.** The Company hereby grants to each Preemptive Stockholder a separate right to purchase its Preemptive Pro Rata Portion (subject to its over-allotment option in Section 4.01(d) below) of any New Securities that the Company or a Company Subsidiary, as applicable, may from time to time propose to issue or sell to any party; provided, that the provisions of this Section 4.01 shall not apply to any Excluded Issuance.

(b) **Additional Issuance Notices.** The Company shall give written notice (an "Issuance Notice") of any proposed issuance or sale of New Securities described in Section 4.01(a) to the Preemptive Stockholders within five Business Days following any meeting of the Board at which any such issuance or sale is approved. The Issuance Notice shall, if applicable, be accompanied by a written offer from any prospective purchaser seeking to purchase the applicable New Securities (a "**Prospective Purchaser**") and shall set forth the material terms and conditions of the proposed issuance or sale, including:

- (i) the number and description of New Securities proposed to be issued;
- (ii) the proposed issuance date, which shall be at least 20 Business Days from the date of the Issuance Notice;
- (iii) the proposed purchase price per share of New Securities and all other material terms of the offer or sale; and
- (iv) if the consideration to be paid by the Prospective Purchaser includes non-cash consideration, the Fair Market Value thereof.

(c) **Exercise of Preemptive Rights.** Each Preemptive Stockholder shall, for a period of 10 Business Days following the receipt of an Issuance Notice (the “**Preemptive Exercise Period**”), have the right to elect irrevocably to purchase all or any portion of its Preemptive Pro Rata Portion of any New Securities on the terms and conditions, including the purchase price, set forth in the Issuance Notice by delivering a written notice to the Company (a “**Preemptive Acceptance Notice**”) specifying the number of New Securities it desires to purchase (up to its Preemptive Pro Rata Portion). The delivery of a Preemptive Acceptance Notice by a Preemptive Stockholder shall be deemed to be a binding and irrevocable offer by such Stockholder to purchase the New Securities described therein. The failure of a Preemptive Stockholder to deliver a Preemptive Acceptance Notice by the end of the Preemptive Exercise Period shall constitute a waiver of its rights under this Section 4.01(c) with respect to the purchase of such New Securities, but shall not affect its rights with respect to any future issuances or sales of New Securities.

(d) **Over-Allotment.** No later than three Business Days following the expiration of the Preemptive Exercise Period, the Company shall give written notice (the “**Over-allotment Notice**”) to each Preemptive Stockholder that has exercised its rights to purchase its Preemptive Pro Rata Portion of the New Securities in full (a “**Fully Exercising Preemptive Stockholder**”) specifying the total number of New Securities that the Preemptive Stockholders have agreed to purchase and the aggregate number of remaining New Securities, if any, not elected to be purchased by the Preemptive Stockholders pursuant to Section 4.01(c) (the “**Remaining New Securities**”). Each Fully Exercising Preemptive Stockholder shall have a right of over-allotment such that if there are any Remaining New Securities, such Fully Exercising Preemptive Stockholder may purchase all or any portion of its pro rata portion of the Remaining New Securities, based on the relative Preemptive Pro Rata Portions of all Fully Exercising Preemptive Stockholders. Each Fully Exercising Preemptive Stockholder shall elect to purchase its allotment of Remaining New Securities by giving written notice to the Company (which notice shall be deemed to be a binding and irrevocable offer by such Stockholder to purchase the Remaining New Securities described therein) specifying the number of Remaining New Securities it desires to purchase within five Business Days of receipt of the Over-allotment Notice (the “**Over-allotment Exercise Period**”).

(e) **Sales to the Prospective Purchaser.** Following the expiration of the Preemptive Exercise Period and, if applicable, the Over-allotment Exercise Period, the Company or the Company Subsidiary, as applicable, shall be free to complete the proposed issuance or sale of New Securities described in the Issuance Notice with respect to which Preemptive Stockholders declined to exercise the preemptive right and, if applicable, over-allotment right set forth in this Section 4.01 on terms no less favorable to the Company or the Company Subsidiary, as applicable, than those set forth in the Issuance Notice (except that the number of New Securities to be issued or sold by the Company or the Company Subsidiary, as applicable, may be reduced); provided, that: (i) such issuance or sale is closed within 20 Business Days after the expiration of the Preemptive Exercise Period and, if applicable, the Over-allotment Exercise Period (subject to the extension of such 20 Business Day period for a reasonable time not to exceed 40 Business Days to the extent reasonably necessary to obtain any third-party approvals); and (ii) for the avoidance of doubt, the price at which the New Securities are sold to the Prospective Purchaser is at least

equal to or higher than the purchase price described in the Issuance Notice. In the event the Company or the Company Subsidiary, as applicable, has not sold such New Securities within such time period, the Company or the Company Subsidiary, as applicable, shall not thereafter issue or sell any New Securities without first again offering such securities to the Preemptive Stockholders in accordance with the procedures set forth in this Section 4.01.

(f) **Closing of the Issuance.** The closing of any purchase by any Preemptive Stockholder shall be consummated concurrently with the consummation of the issuance or sale described in the Issuance Notice. Upon the issuance or sale of any New Securities in accordance with this Section 4.01, the Company or the Company Subsidiary, as applicable, shall deliver the New Securities free and clear of any liens (other than those arising hereunder and those attributable to the actions of the purchasers thereof), and the Company or the Company Subsidiary, as applicable, shall so represent and warrant to the purchasers thereof, and further represent and warrant to such purchasers that such New Securities shall be, upon issuance thereof to such purchasers and after payment therefor, duly authorized, validly issued, fully paid and non-assessable. Each Preemptive Stockholder shall deliver to the Company or the Company Subsidiary, as applicable, the purchase price for the New Securities purchased by it by certified or bank check or wire transfer of immediately available funds. Each party to the purchase and sale of New Securities shall take all such other actions as may be reasonably necessary to consummate the purchase and sale including entering into such additional agreements as may be necessary or appropriate.

(g) **Assignment of Preemptive Rights.** The rights contained in this Article IV may be assigned or otherwise conveyed by a Preemptive Stockholder to one or more of its Affiliates that, in each case, are not Competitors or Ineligible Parties and that otherwise qualify as “accredited investors” (as defined in Rule 501 of Regulation D promulgated under the Securities Act); provided that such assignment or conveyance is otherwise effected in compliance with the terms and conditions of this Agreement applicable to the Transfer of Shares.

## **ARTICLE V TRANSFER**

### **Section 5.01 General Restrictions on Transfer.**

(a) Notwithstanding any other provision of this Agreement, prior to the consummation of a Qualified Public Offering, each Stockholder agrees that it will not Transfer any of its Capital Stock or Stock Equivalents:

(i) except as permitted under the Securities Act and other applicable federal or state securities or blue sky laws, and then, with respect to a Transfer of Capital Stock or Stock Equivalents, if requested by the Company, only upon delivery to the Company of a written opinion of counsel in form and substance satisfactory to the Company to the effect that such Transfer may be effected without registration under the Securities Act;

(ii) if such Transfer would cause the Company to become a reporting company under the Exchange Act;

(iii) if such Transfer would cause the Company or any of the Company Subsidiaries to be required to register as an investment company under the Investment Company Act of 1940, as amended;

(iv) if such Transfer would cause the assets of the Company or any of the Company Subsidiaries to be deemed “Plan Assets” as defined under the Employee Retirement Income Security Act of 1974 or its accompanying regulations or result in any “prohibited transaction” thereunder involving the Company or any Company Subsidiary; or

(v) to a Competitor or an Ineligible Party (it being understood that the Company or the Board may require the transferee to deliver a certificate to the Company attesting that it is not a Competitor or an Ineligible Party (in form and substance reasonably satisfactory to the Company or the Board, as applicable) as a condition precedent to the consummation of such Transfer); provided that, the restriction in this Section 5.01(a)(v) shall not apply in respect of a Transfer pursuant to Section 5.03.

(b) **Joinder Agreement.** Except with respect to any Transfer pursuant to a Drag-along Sale, no Transfer of Capital Stock or Stock Equivalents pursuant to any provision of this Agreement shall be deemed completed until the Transferee shall have entered into a Joinder Agreement.

(c) **Transfers in Violation of this Agreement.** Any Transfer or attempted Transfer of any Capital Stock or Stock Equivalents in violation of this Agreement, including any failure of a Transferee to enter into a Joinder Agreement pursuant to Section 5.01(b) above, shall be null and void, no such Transfer shall be recorded on the Company’s books, and the purported Transferee in any such Transfer shall not be treated (and the Stockholder proposing to make any such Transfer shall continue be treated) as the owner of such Capital Stock or Stock Equivalents for any purpose under this Agreement.

#### Section 5.02 **Tag-Along Right.**

(a) **Participation in Sale of Stock.** At any time prior to the consummation of a Qualified Public Offering, and subject to the terms and conditions specified in Section 5.01 and this Section 5.02, if one or more Stockholders (such Stockholder(s), the “**Selling Stockholder**”) proposes to Transfer, in one transaction or a series of related transactions, more than 35% of the issued and outstanding shares of Common Stock on a Fully Diluted Basis (collectively, the “**Tag-along Stock**”) to any Person other than an Affiliate of the Selling Stockholder, and the Selling Stockholder has not exercised its drag-along rights set forth in Section 5.03, each other Stockholder holding shares of Common Stock (each, a “**Tag-along Stockholder**”) shall be permitted to participate in such sale (a “**Tag-along Sale**”) on the terms and conditions set forth in this Section 5.02.

(b) **Tag-Along Notice.** The Selling Stockholder shall deliver to the Company and each Tag-along Stockholder a written notice (a “**Tag-along Notice**”) of the proposed Tag-along Sale no later than 10 Business Days prior to the consummation of any Tag-along Sale.

The Tag-along Notice shall make reference to the Tag-along Stockholders’ rights hereunder and shall describe in reasonable detail:

(i) the aggregate number of Shares of Tag-along Stock the Selling Stockholder proposes to Transfer;

(ii) the identity of the prospective Transferee(s);

(iii) the proposed date, time and location of the closing of the Tag-along Sale, which shall not be less than 60 Business Days from the date of the Tag-along Notice;

(iv) the purchase price per share for Tag-along Stock (which shall be payable solely in cash) and the other material terms and conditions of the Transfer; and

(v) a copy of any form of agreement proposed to be executed in connection therewith.

(c) **Exercise of Tag-Along Right.**

(i) Each Tag-along Stockholder may exercise its right to participate in the Tag-along Sale on the terms described in the Tag-along Notice by delivering to the Selling Stockholder a written notice (a “**Tag-along Exercise Notice**”) stating its election to do so no later than 10 Business Days after receipt of the Tag-along Notice (the “**Tag-along Exercise Period**”). The election of each Tag-along Stockholder set forth in a Tag-along Exercise Notice shall be irrevocable, and, to the extent the offer in the Tag-along Notice is accepted, such Tag-along Stockholder shall be bound and obligated to consummate the Transfer on the terms and conditions set forth in this Section 5.02. If one or more Tag-along Stockholders elects pursuant to a Tag-along Exercise Notice and this Section 5.02(c)(i) to participate in the Tag-along Sale, the number of Shares of Tag-along Stock that the Selling Stockholder may sell in the Tag-along Sale shall be correspondingly reduced in accordance with Section 5.02(c)(ii).

(ii) The Selling Stockholder and each Tag-along Stockholder timely electing to participate in the Tag-along Sale pursuant to Section 5.02(c)(i) shall have the right to Transfer in the Tag-along Sale the number of Shares of Tag-along Stock set out in the applicable Tag-along Notice multiplied by such Stockholder’s Tag-along Pro Rata Portion for the Tag-along Stock. Any Tag-along Stockholder may elect to sell in the Tag-along Sale less than the number of Shares calculated pursuant to this Section 5.02(c)(ii), in which case the Selling Stockholder shall have

the right to sell the applicable shares of Tag-along Stock not elected to be sold by a Tag-along Stockholder.

(d) **Waiver.** Each Tag-along Stockholder who does not deliver a Tag-along Exercise Notice in compliance with Section 5.02(c)(i) shall be deemed to have waived all of such Tag-along Stockholder's rights to participate in the Tag-along Sale with respect to the Common Stock owned by such Tag-along Stockholder, and the Selling Stockholder shall (subject to the rights of any other participating Tag-along Stockholder and subject to compliance with Section 5.01) thereafter be free to sell to the prospective Transferee the Tag-along Stock identified in the Tag-along Notice at a per share price for such Tag-along Stock that is no greater than the applicable per share price set forth in the Tag-along Notice and on other terms and conditions which are not materially more favorable to the Selling Stockholder than those set forth in the Tag-along Notice, without any further obligation to the non-accepting Tag-along Stockholders.

(e) **Conditions of Sale.**

(i) Each Stockholder participating in the Tag-along Sale shall receive the same consideration per Share of Tag-along Stock, after deduction of such Stockholder's proportionate share of the related expenses in accordance with Section 5.02(g) below. In addition, no Transfer of any Tag-along Stock by the Selling Stockholder in the Tag-along Sale shall occur unless the prospective Transferee simultaneously purchases the Shares elected to be sold by the Tag-along Stockholders pursuant to Section 5.02(c)(i) and if any such Transfer is in violation of this Section 5.02, it shall be null and void in accordance with the provisions of Section 5.01(c) hereof.

(ii) Each Tag-along Stockholder shall execute the applicable purchase agreement, if any, and shall make or provide the same representations, warranties, covenants and indemnities as the Selling Stockholder makes or provides in connection with the Tag-along Sale; provided, that each Tag-along Stockholder shall only be obligated to make representations and warranties that relate specifically to such Stockholder (as opposed to the Company and its business) with respect to the Tag-along Stockholder's title to and ownership of the applicable Shares, authorization, execution and delivery of relevant documents, enforceability of such documents against the Tag-along Stockholder, and other similar representations and warranties made by the Selling Stockholder, and shall not be obligated to make any of the foregoing representations and warranties with respect to any other Stockholders or their Shares; provided, further, that all indemnities and other obligations shall be made by the Selling Stockholder and each Tag-along Stockholder severally and not jointly and severally (A) with respect to breaches of representations, warranties and covenants made by the Selling Stockholder and the Tag-along Stockholders relating to the Company and its business, if any, pro rata based on the aggregate consideration received by the Selling Stockholder and each Tag-along Stockholder in the Tag-along Sale, and (B) in an amount not to exceed for the Selling Stockholder or any Tag-along Stockholder, the net proceeds received

by the Selling Stockholder and each such Tag-along Stockholder in connection with the Tag-along Sale, as applicable.

(f) **Cooperation.** Subject to Section 5.02(e)(ii), each Tag-along Stockholder shall take all actions as may be reasonably necessary to consummate the Tag-along Sale, including entering into agreements and delivering certificates and instruments (including stock certificates evidencing the applicable Shares, duly endorsed in blank or accompanied by stock powers or other instruments of transfer duly executed in blank), in each case, consistent with the agreements being entered into and the certificates and instruments being delivered by the Selling Stockholder.

(g) **Expenses.** The fees and expenses of the Selling Stockholder incurred in connection with a Tag-along Sale and for the benefit of all Tag-along Stockholders (it being understood that costs incurred by or on behalf of a Selling Stockholder for its sole benefit will not be considered to be for the benefit of all Tag-along Stockholders), to the extent not paid or reimbursed by the Company or the prospective Transferee, shall be shared by the Selling Stockholder and all the participating Tag-along Stockholders on a pro rata basis, based on the aggregate consideration received by each such Stockholder; provided, that no Tag-along Stockholder shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Tag-along Sale.

(h) **Consummation of Sale.** Subject to the requirements and conditions of this Section 5.02 and the other applicable provisions of this Agreement, including Section 5.01 hereof, the Selling Stockholder shall have 60 days following the expiration of the Tag-along Exercise Period in which to consummate the Tag-along Sale, on terms not more favorable to the Selling Stockholder than those set forth in the Tag-along Exercise Notice (which 60-day period may be extended for a reasonable time not to exceed 90 days to the extent reasonably necessary to obtain required approvals or consents from any Governmental Authority). If at the end of such period the Selling Stockholder has not completed the Tag-along Sale, the Selling Stockholder may not then effect a Transfer that is subject to this Section 5.02 without again fully complying with the provisions of this Section 5.02. At the closing of the Tag-along Sale, each of the Tag-along Stockholders timely electing to participate in the Tag-along Sale pursuant to Section 5.02(c)(i) shall enter into the agreements and deliver the certificates and instruments, in each case, required by Section 5.02(e) and Section 5.02(f) against payment therefor directly to the Tag-along Stockholder of the portion of the aggregate consideration to which each such Tag-along Stockholder is entitled in the Tag-along Sale in accordance with the provisions of this Section 5.02.

(i) **Transfers in Violation of the Tag-Along Right.** If the Selling Stockholder sells or otherwise Transfers to the prospective Transferee any of its Capital Stock in breach of this Section 5.02, then each Tag-along Stockholder shall have the right to sell to the Selling Stockholder, and the Selling Stockholder undertakes to purchase from each Tag-along Stockholder, the number of Shares that such Tag-along Stockholder would have had the right to sell to the prospective Transferee pursuant to this Section 5.02, for a per Share amount and form of consideration and upon the terms and conditions on which the prospective Transferee bought such Shares from the Selling Stockholder, but without

indemnity being granted by any Tag-along Stockholder to the Selling Stockholder; provided, that nothing contained in this Section 5.02(i) shall preclude any Stockholder from seeking alternative remedies against such Selling Stockholder as a result of its breach of this Section 5.02. The Selling Stockholder shall also reimburse each Tag-along Stockholder 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 Stockholder's rights under this Section 5.02(i).

### Section 5.03 **Drag-Along Rights.**

(a) **Participation.** At any time prior to the consummation of a Qualified Public Offering, if one or more Stockholders holding more than 50% of the issued and outstanding shares of Common Stock on a Fully Diluted Basis (such Stockholder(s), the “**Dragging Stockholder**”) proposes to consummate, in one transaction or a series of related transactions, a Change of Control (a “**Drag-along Sale**”), the Dragging Stockholder shall have the right, after delivering the Drag-along Notice in accordance with Section 5.03(c) and subject to compliance with Section 5.03(d), to require that each other Stockholder (each, a “**Drag-along Stockholder**”) participate in such Drag-along Sale (including, if necessary, by converting or exercising their Stock Equivalents into the shares of Capital Stock to be sold in the Drag-along Sale) on the same terms and conditions as the Dragging Stockholder and in the manner set forth in Section 5.03(b).

(b) **Sale of Stock; Sale of Assets; Merger.** Subject to compliance with Section 5.03(d):

(i) If the Drag-along Sale is structured as a Change of Control involving the sale of stock, then each Drag-along Stockholder shall sell the number of shares of Capital Stock and/or Stock Equivalents, as applicable, equal to the product obtained by multiplying (A) the number of shares of Capital Stock and/or Stock Equivalents on a Fully Diluted Basis held by such Drag-along Stockholder by (B) a fraction (1) the numerator of which is equal to the number of shares of Capital Stock and/or Stock Equivalents on a Fully Diluted Basis that the Dragging Stockholder proposes to sell in the Drag-along Sale and (2) the denominator of which is equal to the number of shares of Capital Stock and/or Stock Equivalents on a Fully Diluted Basis held by the Dragging Stockholder at such time; and

(ii) If the Drag-along Sale is structured as a sale of all or substantially all of the consolidated assets of the Company and the Company Subsidiaries or as a merger, consolidation, recapitalization or reorganization of the Company or other transaction requiring the consent or approval of the Stockholders, then notwithstanding anything to the contrary in this Agreement, each Drag-along Stockholder shall (A) vote (in person, by proxy, or by written consent, as requested) all of its voting securities (including any voting Shares) in favor of the Drag-along Sale (and any related actions necessary to consummate such sale) and otherwise consent to and raise no objection to such Drag-along Sale and such related actions and (B) refrain from taking any actions to exercise, and shall take all actions to

waive, any dissenters', appraisal, or other similar rights that it may have in connection with such transaction.

(c) **Drag-Along Notice.** The Dragging Stockholder shall exercise its rights pursuant to this Section 5.03 by delivering a written notice (the "**Drag-along Notice**") to the Company and each Drag-along Stockholder no later than 10 Business Days prior to the anticipated closing date of such Drag-along Sale. The Drag-along Notice shall make reference to the Dragging Stockholders' rights and obligations hereunder and shall describe in reasonable detail:

- (i) the name(s) of the Third Party Purchaser;
- (ii) the proposed date, time and location of the closing of the Drag-along Sale;
- (iii) the proposed amount of consideration in the Drag-along Sale, including, if applicable, the purchase price per share of Capital Stock (or Stock Equivalents) to be sold and the other material terms and conditions of the Drag-along Sale; and
- (iv) a copy of any form of agreement proposed to be executed in connection therewith.

(d) **Conditions of Sale.** The obligations of the Drag-along Stockholders in respect of a Drag-along Sale under this Section 5.03 are subject to the satisfaction of the following conditions:

(i) The consideration to be received by each Drag-along Stockholder shall be the same form and amount of consideration to be received by the Dragging Stockholder per Share of Capital Stock, and the conditions of such sale shall, except as otherwise provided in Section 5.03(d)(iii), be the same as those upon which the Dragging Stockholder sells its Capital Stock; provided, that this Section 5.03(d)(i) condition shall be deemed satisfied even if only Stockholders qualifying as "accredited investors" (as defined in Rule 501 of Regulation D promulgated under the Securities Act), to the exclusion of Stockholders that either do not qualify as accredited investors or would otherwise cause the registration under applicable federal securities laws of securities issued to such Stockholder in the Drag-along Sale, receive securities of the Third Party Purchaser in the Drag-along Sale, so long as the Dragging Stockholder and each Drag-along Stockholder receive the same value (as determined in good faith by the Board), whether in cash or such securities, as of the closing of the Drag-along Sale with respect to each such Stockholder's applicable Capital Stock;

(ii) If the Dragging Stockholder or any Drag-along Stockholder is given an option as to the form and amount of consideration to be received, the same option shall be given to all Drag-along Stockholders; provided, that this Section 5.03(d)(ii) condition shall be deemed satisfied even if only Stockholders qualifying as "accredited investors" (as defined in Rule 501 of Regulation D promulgated under

the Securities Act), to the exclusion of Stockholders that either do not qualify as accredited investors or would otherwise cause the registration under applicable federal securities laws of securities issued to such Stockholder in the Drag-along Sale, receive an option to receive securities of the Third Party Purchaser in the Drag-along Sale, so long as the Dragging Stockholder and each Drag-along Stockholder receive the same value (as determined in good faith by the Board), whether in cash or such securities, as of the closing of the Drag-along Sale with respect to each such Stockholder's applicable Capital Stock;

(iii) Each Drag-along Stockholder shall execute the applicable purchase agreement (and any related ancillary agreements entered into by the Dragging Stockholder in connection with the Drag-along Sale) and make or provide the same representations, warranties, covenants, indemnities (directly to the Third Party Purchaser and/or indirectly pursuant to a contribution agreement, as required by the Dragging Stockholder), purchase price adjustments, escrows and other obligations as the Dragging Stockholder makes or provides in connection with the Drag-along Sale; and

(iv) If the Dragging Stockholder enters into any negotiation or transaction for which Rule 506 under the Securities Act (or any similar rule then in effect) may be available with respect to such negotiation or transaction (including a merger, consolidation, recapitalization or other reorganization), each Drag-along Stockholder that is not an "accredited investor" (as defined in Rule 501 of Regulation D promulgated under the Securities Act) shall, at the request of the Company, appoint a "purchaser representative" (as defined in Rule 501 of Regulation D promulgated under the Securities Act) designated by the Company, the fees and expenses of which shall be borne by the Dragging Stockholder.

(e) **Cooperation.** Each Drag-along Stockholder shall take all actions as may be reasonably necessary to consummate the Drag-along Sale, including entering into 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.

(f) **Fees and Expenses.** The fees and expenses of the Dragging Stockholder (either directly or indirectly by the Company and any Company Subsidiary) incurred in connection with a Drag-along Sale and for the benefit of all Drag-along Stockholders, to the extent not paid or reimbursed by the Company, any Company Subsidiary or the Third Party Purchaser, shall be shared by the Dragging Stockholder and all the Drag-along Stockholders on a pro rata basis, based on the aggregate consideration received by each such Stockholder in the Drag-along Sale.

(g) **Consummation of Sale.** The Dragging Stockholder shall have 90 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 90-day period may be extended for a reasonable time not to exceed 120 days to the extent reasonably necessary to obtain required approvals or consents from any Governmental Authority. If at the end of such

period the Dragging Stockholder has not completed the Drag-along Sale, the Dragging Stockholder may not then exercise its rights under this Section 5.03 without again fully complying with the provisions of this Section 5.03.

## **ARTICLE VI REGISTRATION RIGHTS**

### **Section 6.01 Demand Registration.**

(a) At any time and from time to time commencing 180 days after the consummation of an initial Public Offering upon written notice to the Company (a “**Demand Notice**”) delivered by a Qualified Stockholder or Qualified Stockholders 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 Stockholder(s), the Company shall promptly (but in any event, not later than five Business Days following the Company’s receipt of such Demand Notice) give written notice of the receipt of such Demand Notice to all other Stockholders that, to its knowledge, own Registrable Securities (each, a “**Demand Eligible Stockholder**”). The Company shall use its commercially reasonable efforts, within 30 days following the receipt of such Demand Notice (subject to compliance with any applicable covenants in any underwriting agreement for a previous registration effected under this Section 6.01(a) or under Section 6.01(b)), to file the appropriate Registration Statement (the “**Demand Registration Statement**”) subject to Section 6.01(b) 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 (i) the Registrable Securities that the Company has been so requested to register by the Qualified Stockholder(s) in the Demand Notice, (ii) all other Registrable Securities of the same class or series as those requested to be registered by the Qualified Stockholder(s) that the Company has been requested to register by the Demand Eligible Stockholders by written request (the “**Demand Eligible Stockholder Request**”) given to the Company within 15 days following the receipt of such Demand Notice, and (iii) any Registrable Securities to be offered and sold by the Company, in each case subject to Section 6.01(b), 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. Notwithstanding anything in this Article VI to the contrary, the Company shall not be obligated to effect more than four Demand Registrations in any 12-month period or to effect a Demand Registration within 90 days after the consummation of a previous Demand Registration.

(b) **Demand Registration Using Form S-3.** The Company shall effect any requested Demand Registration using Form S-3 or Form S-3ASR whenever the Company is a Seasoned Issuer or a WKSI, respectively, and is eligible to use such form under applicable rules.

(c) **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 Stockholders to sell all of the Registrable Securities covered by such Demand Registration Statement (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 6.01 shall not be deemed to have been effected: (i) if the Demand Registration Statement is withdrawn without becoming effective; (ii) 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; (iii) 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 Stockholder and has not thereafter become effective; (iv) 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 selling Stockholder; or (v) if the Company does not include in the applicable Registration Statement any Registrable Securities held by a Stockholder that are required by the terms hereof to be included in such Registration Statement.

(d) **Priority of Registration.** Notwithstanding any other provision of this Section 6.01, if (i) the Qualified Stockholder(s) intends to distribute the Registrable Securities covered by a Demand Registration by means of an underwritten offering and (ii) 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 Stockholders 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 Common Stock that can be sold in such underwritten offering or the number of shares of Common Stock proposed to be included in such Demand Registration would adversely affect the price per share of the 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 Stockholder(s) and the Demand Eligible Stockholders with Registrable Securities requested to be included in such underwritten offering, and shall include in such offering the number of Registrable Securities that can be so sold in the following order of priority, up to the Maximum Offering Size: (A) first, the Registrable Securities requested to be included in such underwritten offering by the Qualified Stockholders and the Demand Eligible Stockholders, allocated, if necessary for the offering not to exceed the Maximum Offering Size, *pro rata* among the Qualified Stockholders and Demand Eligible Stockholders on the basis of the number of Registrable Securities requested to be included therein by each such

Stockholder, up to the Maximum Offering Size; (B) second, any securities proposed to be registered by the Company; and (C) 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 or members and retired partners or 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.

(e) **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 (i) 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 (ii) 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 Stockholders (along with any reasonably necessary local counsel), in connection with such Demand Registration; provided, (A) that the Company shall select such investment banker(s) and manager(s) if the Holders of a Majority of Included Registrable Securities cannot so agree on the same within a reasonable time period and (B) that the Company shall not be obligated to effect any such underwritten offering if the aggregate proceeds expected to be received from the sale of the Registrable Securities requested to be sold in such Demand Registration, in the good faith judgment of the managing underwriter(s) therefor, is less than \$25,000,000.

(f) **Withdrawal of Registrable Securities.** Any Stockholder whose Registrable Securities were to be included in any such registration pursuant to this Section 6.01 may elect to withdraw any or all of its Registrable Securities therefrom, without liability to any of the other Stockholders and without prejudice to the rights of any such Stockholder to include Registrable Securities in any future registration (or registrations), by written notice to the Company delivered prior to the effective date of the relevant Demand Registration Statement.

## Section 6.02 **Piggyback Registration.**

(a) **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 an offering in which Demand Eligible Stockholders may make Demand Eligible Stockholder

Requests, an initial Public Offering, an offering relating solely to an employee benefit plan, a dividend reinvestment plan or similar plans, 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 Stockholders that, to its knowledge, own Registrable Securities (collectively, the “**Piggyback Eligible Stockholders**”) of the Company’s intention to file a Piggyback Registration Statement reasonably in advance of (and in any event at least 15 Business Days before) the anticipated filing date of such Piggyback Registration Statement. The Piggyback Notice shall offer the Piggyback Eligible Stockholders 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 6.02(b) (a “**Piggyback Registration**”). Subject to Section 6.02(b), 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 Stockholders within 10 Business Days after giving the Piggyback Notice. If a Piggyback Eligible Stockholder decides not to include all of its Registrable Securities in any Piggyback Registration Statement thereafter filed by the Company, such Piggyback Eligible Stockholder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent Piggyback Registration Statements or Demand Registration Statements, all upon the terms and conditions set forth herein. Subject to Section 6.02(b), the Company shall use its commercially reasonable efforts to effect the registration under the Securities Act of all Registrable Securities that 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.

(b) **Priority of Registration.** If the Piggyback Registration under which the Company gives notice pursuant to Section 6.02(a) is an underwritten offering, and the managing underwriter or managing underwriters of such offering advise the Company and the Piggyback Eligible Stockholders that, in their reasonable view, the amount of securities requested to be included in such registration (including Registrable Securities requested by the Piggyback Eligible Stockholders 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 Stockholders with Registrable Securities requested to be included in such Piggyback Registration, and shall include in such offering the number that can be so sold in the following order of priority, up to the Maximum Offering Size: (i) first, the securities that the Company proposes to sell up to the Maximum Offering Size; (ii) 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 Stockholders on the basis of the number of Registrable Securities requested to be included therein by each such Piggyback Eligible Stockholder, up to the Maximum Offering Size; and (iii) 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 Stockholders requesting to be included in the Piggyback Registration must sell their Registrable Securities to the underwriters selected as provided in Section 6.02(d) on the same terms and conditions as apply to the Company if such underwritten offering is consummated, subject to such Stockholders' right to withdraw described in the immediately succeeding sentences. Promptly (and in any event within 24 hours of the Company receiving 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 Stockholder requesting registration in such offering of such range of prices. If any Piggyback Eligible Stockholder disapproves of the terms of any such underwriting (including the range of prices advised by the underwriter(s) in such offering), such Piggyback Eligible Stockholder may elect to withdraw any or all of its Registrable Securities therefrom, without liability to any of the other Stockholders and without prejudice to the rights of any such Stockholder to include Registrable Securities in any future Piggyback Registration Statement 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 Stockholder that is a partnership, limited liability company, corporation or other entity, the partners, members, stockholders, Subsidiaries, parents and Affiliates of such Piggyback Eligible Stockholder, or the estates and Family Members of any such partners or members and retired partners or members and any trusts for the benefit of any of the foregoing Persons, shall be deemed to be a single "Piggyback Eligible Stockholder", and any *pro rata* reduction with respect to such "Piggyback Eligible Stockholder" 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 Stockholder", as defined in this sentence.

(c) **Withdrawal from Registration.** The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 6.02 prior to the effective date of the applicable Piggyback Registration Statement, whether or not any Piggyback Eligible Stockholder has elected to include Registrable Securities in such Piggyback Registration Statement, without prejudice, however, to the right of the Stockholders immediately to request that such registration be effected as a registration under Section 6.01 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 Stockholder 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 6.10 hereof.

(d) **Selection of Bankers and Counsel.** If a Piggyback Registration pursuant to this Section 6.02 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 (i) 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 (ii) select the investment banker or bankers and managers to administer the offering, including the lead managing underwriter or underwriters.

(e) **Effect of Piggyback Registration.** No registration effected under this Section 6.02 shall relieve the Company of its obligations to effect any registration of the offer and sale of Registrable Securities upon request under Section 6.01 (subject to compliance with any applicable covenants in the underwriting agreement for a registration effected under this Section 6.02), and no registration effected pursuant to this Section 6.02 shall be deemed to have been effected pursuant to Section 6.01.

**Section 6.03 Notice Requirements.** Any Demand Notice, Demand Eligible Stockholder Request or Piggyback Request shall (a) specify the maximum number and class or series of Registrable Securities intended to be offered and sold by the Stockholder making the request, (b) express such Stockholder's bona fide intent to offer up to such maximum number of Registrable Securities for distribution, (c) describe the nature or method of the proposed offer and sale of Registrable Securities (to the extent applicable), and (d) contain the undertaking of such Stockholder 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.

**Section 6.04 Suspension Period.** Notwithstanding any other provision of this Article VI, 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 Stockholders of, any Registration Statement for a period of up to 90 days (unless a longer period is consented to by Holders of a Majority of Included Registrable Securities) (a) 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 8(d) or 8(e) of the Securities Act, or (b) (i) if the Board 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 (ii) 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 (a)(ii) shall continue to apply only during the time that such material nonpublic information has not been disclosed and remains material; provided, further, that the Stockholders shall have Piggyback Registration rights with respect to such primary underwritten offering in accordance with and subject to the restrictions set forth in Section 6.02 (any such period, a "**Suspension Period**"); provided, however, that in such event, the Qualified Stockholders 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 6.01 and the Company will pay all Registration Expenses in connection with such registration; provided, further, that in no event shall (A) the Company declare a Suspension Period more than two times in any 12-month period or (B) the aggregate length of Suspension Periods declared in any 12-month period exceed 120 days in total. The Company shall (1) give prompt written notice to the Stockholders of its declaration of a Suspension Period and of the expiration or termination of the relevant Suspension Period and (2) 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 Stockholders 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 6.04, once the Suspension Period ends, the Qualified Stockholders may request a new Demand Registration.

**Section 6.05 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 Stockholder 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 Stockholder who fails to furnish such information within a reasonable time after receiving such request. Each Stockholder 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.

**Section 6.06 Other Registration Rights Agreements.** The Company has not entered into and, unless agreed in writing by Stockholders holding a majority of Registrable Securities on or after the Agreement Date, will not enter into, any agreement or arrangement that (a) is inconsistent with the rights granted to the Stockholders with respect to Registrable Securities in this Agreement or otherwise conflicts with the provisions hereof in any material respect or (b) other than as set forth in this Agreement, would allow any holder of Registrable Securities 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 Stockholders 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 of Registrable Securities and would require the prior written consent of Stockholders holding a majority of Registrable Securities under this Agreement.

**Section 6.07 Cessation of Registration Rights.** All registration rights granted under this Article VI shall continue to be applicable with respect to any Stockholder until such Stockholder no longer owns 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 continue 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.

**Section 6.08 Lock-Up Agreement.** Each holder of Registrable Securities agrees that in connection with any initial Public Offering or any underwritten registered offering of the Common Stock in connection with this Article VI, and upon the request of the managing underwriter in such offering, such Stockholder shall agree not to, 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 180 days following the closing of the offering in the case of an initial Public Offering or 90 days following the closing of the offering in the case of any other underwritten registered offering), (a) 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 Registrable Securities or any securities convertible into, exercisable for or exchangeable for Registrable Securities held immediately before the effectiveness of the Registration Statement for such offering, or (b) enter into any swap or other arrangement that Transfers to another Person, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (a) or (b) above is to be settled by delivery of Registrable Securities or such other securities, in cash or otherwise. The foregoing provisions of this Section 6.08 shall not apply to holders of Registrable Securities that, together with their Affiliates, own less than 3% of the outstanding Registrable Securities that are not participating in the applicable registered offering. 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.

**Section 6.09 Registration Procedures.** The procedures to be followed by the Company and each participating Stockholder 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 Stockholders with respect to the preparation, filing and effectiveness of such Registration Statement, are as follows:

(a) The Company will (i) prepare and file a Registration Statement or a Prospectus, as applicable, with the Commission (within the time period specified in Section 6.01), which Registration Statement (A) shall be on a form required by this Agreement (or if not so required, selected by the Company) for which the Company qualifies, (B) shall be available for the sale of the Registrable Securities in accordance with the intended method or methods of distribution, and (C) shall comply as to form in all material respects with the requirements of the applicable form and include or incorporate by reference all financial statements required by the Commission to be filed therewith, (ii) use its commercially reasonable efforts to cause such Registration Statement to become effective and remain effective for the periods provided under Section 6.01, (iii) 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 6.01), and (iv) 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, (A) to comply in all material respects with any requirements of the Securities Act and the rules and regulations of the Commission and (B) 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, (x) at least five Business Days (or such shorter period as reasonably practical) prior to the anticipated filing of a Registration Statement or any related Prospectus (including any documents incorporated by reference therein) or before using any Issuer Free Writing Prospectus, furnish to such Stockholders, the Stockholders' 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 Stockholders available for discussion of such documents, (y) use its commercially reasonable efforts to address in each such document prior to being so filed with the Commission such comments as each such Stockholder, its counsel or underwriter reasonably shall propose within three Business Days of receipt of such copies by the Stockholders and (z) not file any Registration Statement or any related Prospectus containing information regarding a participating Stockholder to which such participating Stockholder reasonably objects (provided that if a participating Stockholder objects to information regarding such participating Stockholder that is required in the Registration Statement or any related Prospectus or any amendment or supplement thereto, the Company may exclude such participating Stockholder's Registrable Securities from the applicable Registration Statement).

(b) The Company will as promptly as reasonably practicable (i) 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 (A) 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 (B) 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 6.01 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 Stockholders, (ii) 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, (iii) respond to any comments received from the Commission with respect to each Registration Statement or Prospectus or any amendment thereto, and (iv) as promptly as reasonably practicable, provide such Stockholders 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 Stockholders of material non-public information concerning the Company that is not already in the possession of such Stockholder.

(c) 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.

(d) The Company will notify such Stockholders that own Registrable Securities and the managing underwriter or underwriters of an underwritten offering of Registrable Securities, if applicable, as promptly as reasonably practicable: (i)(A) 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, (B) 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 Stockholder, its counsel and each underwriter, if applicable, other than information that the Company determines in good faith would constitute material non-public information that is not already in the possession of such Stockholder), and (C) with respect to each Registration Statement or any post-effective amendment thereto, when the same has been declared effective; (ii) 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 that may affect, the Registration Statement; (iii) 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; (iv) 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; (v) 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 (vi) 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 document 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.

(e) The Company will use its commercially reasonable efforts to avoid the issuance of, or, if issued, obtain the withdrawal of (i) any stop order or other order suspending the effectiveness of a Registration Statement or preventing or suspending the use of any Prospectus, or (ii) 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.

(f) During the Effectiveness Period, the Company will furnish to each selling Stockholder, 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 Stockholder, counsel or underwriter (including those incorporated by reference) promptly after the filing of such documents with the Commission.

(g) The Company will promptly deliver to each selling Stockholder, 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 Stockholder, counsel or underwriter may reasonably request in order to facilitate the disposition of the Registrable Securities by such selling Stockholder or underwriter. The Company hereby consents to the use of such Prospectus and each amendment or supplement thereto by each of the selling Stockholders 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.

(h) The Company will use its commercially reasonable efforts to (i) register and qualify, or cooperate with the selling Stockholders, 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 Stockholder shall reasonably request, (ii) 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 (iii) do any and all other acts and things that may be reasonably necessary or advisable to enable such underwriter, if any, and each selling Stockholder 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 (A) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subparagraph, (B) subject itself to taxation in any such jurisdiction or (C) 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.

(i) To the extent that the Company has certificated shares of Common Stock, the Company will cooperate with each selling Stockholder 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 Stockholder 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 that authorize and direct the transfer agent to issue such Registrable Securities without any such legend upon sale by the Stockholder or the underwriter or managing underwriter of an underwritten offering of Registrable Securities, if any, of such Registrable Securities pursuant to the Registration Statement.

(j) Upon the occurrence of any event contemplated by Section 6.09(d)(vi), 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 Stockholder can resume disposition of such Registrable Securities covered by such Registration Statement or Prospectus.

(k) Selling Stockholders may distribute the Registrable Securities by means of an underwritten offering; provided that (i) such Stockholders provide to the Company a Demand Notice of their intention to distribute Registrable Securities by means of an underwritten offering, (ii) the right of any Stockholder to include such Stockholder's Registrable Securities in such registration shall be conditioned upon such Stockholder's participation in such underwritten offering and the inclusion of such Stockholder's Registrable Securities in the underwritten offering to the extent provided herein, (iii) each Stockholder participating in such underwritten offering agrees to enter into customary agreements, including an underwriting agreement in customary form, and sell such Stockholder's Registrable Securities on the basis provided in any underwriting arrangements approved by the Stockholders entitled to select the managing underwriter or managing underwriters hereunder (provided that any such Stockholder 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 Stockholder, such Stockholder's title to the Registrable Securities, such Stockholder's intended method of distribution, and the accuracy of information contained in the applicable Registration Statement or the related Prospectus concerning such Stockholder as provided by or on behalf of such Stockholder and the aggregate amount of the liability of such Stockholder in connection with such offering shall not exceed such Stockholder's net proceeds from the disposition of such Stockholder's Registrable Securities in such offering) and (iv) each Stockholder 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 of Registrable Securities 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.

(l) 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.

(m) 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 Stockholder 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 Stockholders 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 Stockholders, 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.

(n) The Company will (i) 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 (ii) not later than the effective date of the applicable Registration Statement, provide a CUSIP number for all Registrable Securities included in such Registration Statement.

(o) 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.

(p) 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 Stockholder, as soon as reasonably practicable after the effective date of the Registration Statement, an earnings statement covering at least 12 months, which shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158.

(q) 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.

(r) 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 Stockholders, including furnishing to the selling Stockholders or any underwriters such further customary certificates, opinions and documents as they may reasonably request and 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 electronic road shows.

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

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

(u) The Company shall use its commercially reasonable efforts to cooperate in a timely manner with any reasonable and customary request of the Stockholders 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 Article VI, to the extent customary for such transactions. Notwithstanding anything herein to the contrary, no Stockholder shall be entitled to any piggyback rights in respect of an Alternative Transaction.

(v) Each Stockholder 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 (ii) through (iv) and (vi) of Section 6.09(d) or the occurrence of a Suspension Period, such Stockholder will forthwith discontinue disposition of such Registrable Securities under the applicable Registration Statement until such Stockholder'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.

**Section 6.10 Registration Expenses.** The Company shall bear all reasonable Registration Expenses incident to the performance of or compliance with its 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 Stockholder shall pay any Selling Expenses applicable to the sale or disposition of such Stockholder's Registrable Securities pursuant to any Demand Registration Statement or Piggyback Registration Statement, in proportion to the amount of such selling Stockholder's shares of Registrable Securities sold in any offering under such Demand Registration Statement or Piggyback Registration Statement.

**Section 6.11 Indemnification.**

(a) The Company shall indemnify and hold harmless each underwriter, if any, engaged in connection with any registration referred to in this Article VI 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 Stockholder, their respective partners, stockholders, equityholders, general partners, managers, members and Affiliates and each of their respective officers and directors and any Person that controls any such Stockholder (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**"), which terms, as the context so requires, shall also apply to Persons entitled to indemnification pursuant to Section 6.11(b)), 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 or Prospectus (including in any preliminary prospectus (if used prior to the effective date of such Registration Statement)), (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 or Prospectus, 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 result from an untrue or alleged untrue statement or omission or alleged omission made in such Registration Statement or Prospectus, 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.

(b) In connection with any Registration Statement filed by the Company pursuant to this Article VI hereof in which a Stockholder has registered for sale its Registrable Securities, each such selling Stockholder 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 that controls the Company (within the meaning of the Securities Act or the Exchange Act) and any other Stockholder 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 that controls such other Stockholder (within the meaning of the Securities Act or the Exchange Act) and any employee or representative thereof from and against any Losses resulting from (i) any untrue or alleged untrue statement of a material fact contained in any Registration Statement under which such Registrable Securities were registered or Prospectus (including in any preliminary prospectus (if used prior to the effective date of such Registration Statement)), (ii) 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 (iii) any violation or alleged violation by such Stockholder of the Securities Act or any federal, state or common law rule or regulation relating to action or inaction in connection with any information provided by such Stockholder in such registration, disclosure document or related document or report in the case of clauses (i) and (ii) 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 Stockholder 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 Stockholder 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 Stockholder hereunder be greater in amount than the dollar amount of the net proceeds received by such Stockholder under the sale of Registrable Securities giving rise to such indemnification obligation less any amounts paid by such Stockholder in connection with such sale.

(c) Any Indemnified Person under paragraph (a) or (b) of this Section 6.11 shall (i) give prompt written notice to the indemnifying Person under paragraph (a) or (b) of this Section 6.11 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 (ii) 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 (A) the indemnifying Person has agreed in writing to pay such fees or expenses, (B) 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, (C) 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 (D) 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 such defense is not assumed by the indemnifying Person, the indemnifying Person will not be subject to any liability for any settlement made without its prior written consent, but such consent may not be unreasonably withheld, delayed or conditioned. If the indemnifying Person assumes the defense, the indemnifying Person shall not have the right to settle such action, consent to entry of any judgment or enter into any settlement, in each case. 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 6.11(c), 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.

(d) If the indemnification provided for in this Section 6.11 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 or alleged 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 6.11(d) 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 6.11(d), no selling Stockholder shall be required to contribute any amount in excess of the net proceeds (after deducting the underwriters' discounts and commissions) received by such selling Stockholder 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 that was not guilty of such fraudulent misrepresentation. Each selling Stockholder's obligation to contribute pursuant to this Section 6.11(d) is several in the proportion that the net proceeds of the offering received by such selling Stockholder bears to the total net proceeds of the offering received by all such selling Stockholders and not joint.

(e) The remedies provided for in this Section 6.11 are not exclusive and shall not limit any rights or remedies that 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 6.11 shall survive completion of any offering of Registrable Securities pursuant to a Registration Statement and the termination of this Agreement.

**Section 6.12 Facilitation of Sales Pursuant to Rule 144.** So long as the Company (a) has registered a class of securities under Section 12 or Section 15 of the Exchange Act and (b) files reports under Section 13 of the Exchange Act, then the Company shall (a) use its commercially reasonable efforts to timely file the reports, if any, required to be filed by it under the Exchange 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 (b) take such action as any Stockholder may reasonably request, all to the extent required from time to time to enable the Stockholders 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 Stockholder in connection with that Stockholder's sale pursuant to Rule 144 under the Securities Act, the Company shall deliver to such Stockholder a written statement as to whether it has complied with such requirements.

## **ARTICLE VII COVENANTS**

### **Section 7.01 Financial Statements.**

(a) The Company shall furnish to each Stockholder the following reports in electronic format via email or through a customary online dataroom maintained by the Company for such purpose:

(i) **Annual Financial Statements.** As soon as available, and in any event on or before the date that is 90 days after the end of each Fiscal Year (120 days for the Fiscal Year ending December 31, 2023), the consolidated balance sheet of the Company and the Company Subsidiaries as at the end of each Fiscal Year, and the related consolidated income statement and statement of cash flow for such Fiscal Year, and commencing with the Fiscal Year ending December 31, 2024, setting forth comparative consolidated figures for the preceding Fiscal Year, all in reasonable detail and prepared in accordance with GAAP, and, in each case, certified by an independent certified public accounting firm of recognized national standing, and commencing with the Fiscal Year ending December 31, 2025, together with customary management's discussion and analysis; provided that for each period in the Fiscal Year ending December 31, 2024, comparative information will not be required except to the extent that applicable line items are not impacted by the application of fresh-start accounting.

(ii) **Quarterly Financial Statements.** As soon as available, and in any event on or before the date that is 45 days (or, for the fiscal quarter ending September 30, 2023, 60 days) after the end of each quarterly accounting period commencing with the fiscal quarter ending September 30, 2023, the consolidated balance sheets of the Company and the Company Subsidiaries as at the end of such quarterly period and the related consolidated income statement for such quarterly accounting period and for the elapsed portion of the Fiscal Year ended with the last day of such quarterly period, and the related consolidated statement of cash flows for the elapsed portion of the Fiscal Year ended with the last day of the applicable quarterly period, and commencing with the fiscal quarter ending September 30, 2024, setting forth comparative consolidated figures for the related periods in the prior Fiscal Year or, in the case of such consolidated balance sheet, for the last day of the related period in the prior Fiscal Year, all of which shall be certified by the principal financial or accounting officer of the Company as fairly presenting in all material respects the financial condition, results of operations and cash flows of the

Company and the Company Subsidiaries in accordance with GAAP (except as noted therein), subject to changes resulting from normal year-end adjustments and the absence of footnotes, and commencing with the fiscal quarter ending March 31, 2025, together with customary management’s discussion and analysis; provided that for the fiscal quarter ending September 30, 2024, comparative information will not be required except to the extent that applicable line items are not impacted by the application of fresh-start accounting.

(iii) **Budgets.** Prior to any Qualified Public Offering, within 90 days after the commencement of each Fiscal Year (120 days for the Fiscal Year commencing January 1, 2024), a consolidated budget of the Company and the Company Subsidiaries in reasonable detail for such Fiscal Year as customarily prepared by management of the Company for its internal use consistent in scope with the financial statements provided pursuant to Section 7.01(a)(i), setting forth the principal assumptions upon which such budget is based (collectively, the “**Projections**”), which Projections shall in each case be certified by the principal financial or accounting officer of the Company stating that such Projections have been prepared in good faith on the basis of the assumptions stated therein, which assumptions were believed to be reasonable at the time of preparation of such Projections, it being understood and agreed that such Projections and assumptions as to future events are not to be viewed as facts or a guarantee of performance, are subject to significant uncertainties and contingencies, many of which are beyond the control of the Company and the Company Subsidiaries and that actual results during the period or periods covered by any such Projections may differ from the projected results and such differences may be material.

(iv) **Notice of Default or Litigation.** Promptly after any management-level officer of the Company or any Company Subsidiary obtains knowledge thereof, notice of (A) the occurrence of any event that constitutes an event of default under any credit agreement with the Company or any Company Subsidiary, which notice shall specify the nature thereof, the period of existence thereof and what action the Company or any of the Company Subsidiaries proposes to take with respect thereto and (B) any litigation or governmental proceeding pending against the Company or any of the Company Subsidiaries that would reasonably be expected to be determined adversely and, if so determined, to result in a material adverse effect on the Company and the Company Subsidiaries, taken as a whole.

(v) **Other Material Information.** Concurrently with the delivery or furnishing thereof to any lender or to the Administrative Agent (as defined in the Credit Agreement) for distribution to the lenders under the Credit Agreement, all other material documents and information delivered or furnished to such Persons pursuant to the terms of the Credit Agreement.

(b) Notwithstanding Section 7.01(a)(iv) and Section 7.01(a)(v), the Company shall only be required to furnish to each stockholder the information described in Section 7.01(a)(iv) and Section 7.01(a)(v) to the extent such information would constitute material

non-public information for purposes of imposing securities trading restrictions under applicable securities laws.

**Section 7.02 Earnings Calls.** Reasonably promptly following the release of each of the reports described in Section 7.01 (but in any event, not later than 10 Business Days following any such release by the Company), the Company will provide a telephonic presentation to the Stockholders to discuss the Company's financial condition and results of operations, following which presentation the Company will allow Stockholders to ask reasonable questions, and in connection with such conference call the Company shall provide written supplemental discussion materials, which shall include, without limitation, (a) business-level KPIs (including price, volume, and payer mix metrics), (b) same-contract year-over-year revenue growth in total and decomposed into both (i) volume and (ii) price, (c) written transcripts of earnings calls, understanding that these written transcripts will be provided as soon as practicable after the earnings call has taken place, (d) service line segment detail, (e) relevant comparisons, and (f) descriptive qualitative commentary of key factors impacting results in the period.

**Section 7.03 Limitations.** Notwithstanding anything to the contrary herein, no Stockholder will be furnished with or otherwise be entitled to receive any of the foregoing financial information (including participation in quarterly calls) if such Stockholder, at the time such information is to be distributed or call is to take place, is a Competitor or an Ineligible Party. The Board may condition its obligation to provide any information, or otherwise permit any Stockholder to join or otherwise participate in any telephonic conference, on such Stockholder first delivering a certification to the Company confirming that such Stockholder is not a Competitor or an Ineligible Party.

**Section 7.04 Confidentiality.**

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

(i) to the Stockholder's representatives in the normal course of the performance of their duties for such Stockholder (it being understood that such representatives shall be informed by the Stockholder of the confidential nature of such information and shall be directed to treat such information in accordance with this Section 7.04(a)); provided, that such Stockholder shall be responsible for any breach of this Section 7.04(a)(i) by its representatives;

(ii) to the extent requested or required by Applicable Law; provided, that the Stockholder shall give the Company prompt written notice of such request(s) or requirement(s), to the extent practicable, and to the extent permitted

by Applicable Law, so that the Company may, at its sole expense, seek an appropriate protective order or similar relief (and the Stockholder shall cooperate with such efforts by the Company, and shall in any event make only the minimum disclosure required by such Applicable Law and shall use commercially reasonable efforts to obtain (at the Company's sole expense) an order or other reliable assurance that confidential treatment will be accorded to such information);

(iii) to any Person to whom the Stockholder is contemplating a bona fide Transfer of its shares of Common Stock or other shares of Capital Stock permitted in accordance with the terms hereof; provided, that such Person is not otherwise prohibited from receiving such information pursuant to this Article VII and, prior to such disclosure, such potential transferee is advised of the confidential nature of such information and executes a non-disclosure agreement in customary form;

(iv) to any governmental, regulatory or self-regulatory authority or rating agency to which the Stockholder or any of its Affiliates is subject or with which it has regular dealings in connection with any routine request of or any routine examination by such authority or agency, as long as such authority or agency is advised of the confidential nature of such information;

(v) in connection with the Stockholder's or the Stockholder's Affiliates' normal fund raising, marketing, informational or reporting activities or to any bona fide prospective purchaser of the equity or assets of the Stockholder or the Stockholder's Affiliates, or prospective merger partner of the Stockholder or the Stockholder'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 execute a non-disclosure agreement in customary form; or

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

(b) 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 any Stockholder. For the avoidance of doubt, nothing in this Section 7.04 shall prohibit any Stockholder that possesses Confidential Information from evaluating and investing in other businesses without the use of any Confidential Information; provided, that it is understood and acknowledged that a Stockholder's review of any Confidential Information and/or such Stockholder's experience with the Company and the Company Subsidiaries will inevitably enhance such Stockholder's general knowledge and understanding of the Business and the industries in which the Company and the Company Subsidiaries operate in a way that cannot be separated from such Stockholder's knowledge, and it is agreed that the retention and/or use of "mental impressions" by a Stockholder will not in and of itself constitute use of Confidential Information in breach of this Section 7.04, provided that such "mental" impressions are kept confidential in accordance with this Section 7.04. The restrictions contained in this Section 7.04 shall terminate, with respect to any Stockholder, 24 months

following the date on which such Stockholder ceases to own any shares of Common Stock or any other shares of Capital Stock of the Company.

(c) Confidential Information, with respect to any Stockholder, does not include information that: (i) 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 such Stockholder or its representatives or Affiliates in violation of any confidentiality provision of this Agreement or any other applicable agreement; (ii) is or was available to such Stockholder or its representatives on a non-confidential basis prior to its disclosure to such Stockholder or its representatives or Affiliates by the Company; or (iii) was or becomes available to such Stockholder 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 such Stockholder's or its representatives' knowledge, bound by a confidentiality agreement with (or other confidentiality obligation to) the Company or another Person.

**Section 7.05 Indemnification of Stockholders.** The Company shall indemnify (a) each Person that is a Stockholder at any time on or after the Agreement Date, regardless of whether such Person continues to be a Stockholder, and (b) the Indemnitee Related Parties of each Person described in clause (a) (each such Person and applicable Indemnitee Related Party being referred to herein as a "**Stockholder Indemnitee**"), against, and defend and hold each Stockholder Indemnitee harmless from, any and all losses, claims, damages and liabilities (but limited, in the case of legal fees and expenses, to the actual reasonable and documented out-of-pocket fees, disbursements and other charges of (i) one counsel to all Stockholder Indemnitees taken as a whole and, if reasonably necessary, one local counsel in any relevant jurisdiction to all Stockholder Indemnitees, taken as a whole and solely in the case of an actual or perceived conflict of interest, (ii) one additional counsel to all affected Stockholder Indemnitees, taken as a whole, and (iii) one additional local counsel to all affected Stockholder Indemnitees, taken as a whole) incurred by or asserted against any Stockholder Indemnitee arising out of, in connection with or as a result of any actual or prospective claim, litigation, investigation or proceeding, whether based on contract, tort or any other theory and regardless of whether any Stockholder Indemnitee is a party thereto (and regardless of whether such matter is initiated by or against a third party) or a party to this Agreement at such time, arising out of, in connection with or as a result of the July 2022 Credit Transactions; provided that such indemnity shall not as to any Stockholder Indemnitee be available to the extent that any such loss, claim, damage or liability is determined by a final and non-appealable judgment of a court of competent jurisdiction (or documented in any settlement agreement) to have resulted from the gross negligence, bad faith or willful misconduct of such Stockholder Indemnitee. All amounts due under this Section 7.05 shall be payable by the Company within 30 days (x) after receipt by the Company of a written demand therefor, in the case of any indemnification obligations, and (y) in the case of reimbursement of costs and expenses, after receipt by the Company of an invoice setting forth such costs and expenses in reasonable detail, together with backup documentation supporting the relevant reimbursement request. The Stockholder Indemnitees shall be express third-party beneficiaries of this Section 7.05.

**ARTICLE VIII  
REPRESENTATIONS AND WARRANTIES**

Section 8.01 **Representations and Warranties.** Each Stockholder, severally and not jointly, represents and warrants to the Company that:

(a) Such Stockholder is a corporation, limited liability company, partnership or other entity, as applicable, duly organized, validly existing and in good standing under the laws of its formation.

(b) Such Stockholder has full corporate, limited liability company, partnership or other entity, as applicable, power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate, limited liability company, partnership or other entity, as applicable, action of such Stockholder. Such Stockholder has duly executed and delivered this Agreement.

(c) This Agreement constitutes the legal, valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law). The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, require no action by or in respect of, or filing with, any Governmental Authority.

(d) The execution, delivery and performance by such Stockholder of this Agreement and the consummation of the transactions contemplated hereby do not (i) conflict with or result in any violation or breach of any provision of any of the organizational documents of such Stockholder, (ii) conflict with or result in any violation or breach of any provision of any Applicable Law or (iii) require any consent or other action by any Person under any provision of any material agreement or other instrument to which the Stockholder is a party.

(e) Except for this Agreement, such Stockholder has not entered into or agreed to be bound by any other agreements or arrangements of any kind with any other party with respect to any Capital Stock or Stock Equivalents of the Company, including agreements or arrangements with respect to the acquisition or disposition of any such Capital Stock or Stock Equivalents or any interest therein or the voting of any Capital Stock or Stock Equivalents (whether or not such agreements and arrangements are with the Company or any other Stockholder).

(f) Subject to the other provisions of this Agreement, the representations and warranties contained herein shall survive the Agreement Date and shall remain in full force

and effect for the full period of all applicable statutes of limitations (giving effect to any waiver, mitigation or extension thereof).

## **ARTICLE IX MISCELLANEOUS**

**Section 9.01 Termination.** This Agreement (other than Section 7.04, Section 7.05, Article VI and this Article IX and their respective defined terms) shall terminate automatically and be of no further force and effect (provided, that no such termination shall relieve any party of any liability for any breach of this Agreement by such party prior to such date and time of termination) (a) immediately prior to the consummation of a Qualified Public Offering or (b) upon the consummation of a Change of Control. Except as otherwise expressly provided herein, a Stockholder shall remain a party to this Agreement and be entitled to the benefits and subject to the obligations hereunder only so long as such Person is a holder of record of Shares.

**Section 9.02 Expenses.** Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants incurred in connection with the preparation and execution of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

**Section 9.03 Further Assurances.** In connection with this Agreement and the transactions contemplated hereby, the Company and each Stockholder hereby agrees, at the request of the Company or any other Stockholder, to execute and deliver such additional documents, instruments, conveyances and assurances and to take such further actions as may be required to carry out the provisions hereof and give effect to the transactions contemplated hereby.

**Section 9.04 Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid; or (e) in the case of information furnished pursuant to Section 7.01, or otherwise with the consent of a Stockholder, through a customary online dataroom maintained by the Company. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9.04):

If to the Company:

Envision Parent, Inc.  
20 Burton Hills Boulevard, Suite 500  
Nashville, TN 37215  
Attention: Chief Executive Officer

with a copy to:

Gibson, Dunn & Crutcher LLP  
200 Park Avenue

New York, NY 10166  
E-mail: JGoldstein@gibsondunn.com  
Attention: Jason Zachary Goldstein

If to any Stockholder, to the address of such Stockholder as maintained on the books and records of the Company at such time.

**Section 9.05 Headings.** The headings in this Agreement are inserted for convenience or reference only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

**Section 9.06 Severability.** If any term or provision of this Agreement is held to be invalid, illegal or unenforceable under Applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**Section 9.07 Entire Agreement.** This Agreement and any Joinder Agreements executed after the Agreement Date (collectively, the “**Related Agreements**”), and all related Exhibits and Schedules hereto constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

**Section 9.08 Successors and Assigns.** Subject to the rights and restrictions on Transfers set forth in this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

**Section 9.09 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 the last day of such period shall be deemed tolled until, and such action may be taken or such right may be exercised on, the next succeeding Business Day.

**Section 9.10 Determination of Ownership.** In determining ownership of Capital Stock or Stock Equivalents of the Company hereunder for any purpose, the Company may rely solely on the records of the transfer agent for the Capital Stock and Stock Equivalents of the Company from time to time, or, if no such transfer agent exists, the Company’s stock ledger; provided, however, that a Stockholder and Transferee of Capital Stock or Stock Equivalents may deliver joint written notice to the Company of a change in beneficial ownership of such Capital Stock or Stock Equivalents prior to such change being reflected in the records of the transfer agent or the Company’s stock ledger, as applicable, in which case the determination of ownership of such Capital Stock or Stock Equivalents will be based on beneficial ownership at the time of such determination as reflected in such written notice (regardless of whether such ownership aligns with the records of the transfer agent for the Capital Stock and Stock Equivalents of the Company or

the Company's stock ledger). Notwithstanding the foregoing, nothing in this Section 9.10 shall affect the requirements set forth in Section 5.01 with respect to completing a Transfer of Capital Stock and Stock Equivalents in accordance with this Agreement.

**Section 9.11 No Recourse.** Notwithstanding anything that may be expressed or implied in this Agreement, and notwithstanding the fact that certain of the Stockholders may be partnerships or limited liability companies, the Company and each Stockholder 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 Stockholder's Affiliates, and its and their respective former, current or future direct or indirect equity holders, controlling Persons, stockholders, directors, officers, employees, agents, members, financing sources, managers, general or limited partners or assignees (collectively, the "**Non-Recourse Parties**"), in each case other than the Company, the Stockholders 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 Stockholders 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, and for the avoidance of doubt, nothing in this Section 9.11 shall relieve or otherwise limit the liability of the Company or any Stockholder, as such, for any breach or violation of its obligations under this Agreement or such documents or instruments.

**Section 9.12 Use of Stockholder's Name.** None of the Company, its Subsidiaries and their respective representatives shall issue any press releases or other public disclosure using the name of any Stockholder or any of its Affiliates without such Stockholder's prior written consent; provided, however, the exceptions set forth in Section 7.04 shall apply *mutatis mutandis* to the Company, its Subsidiaries and their respective representatives with respect to the disclosure of the name of a Stockholder or any of its Affiliates (in any press release, other public disclosure or otherwise) as if the name of such Stockholder or any of its Affiliates were "Confidential Information" (as defined herein).

**Section 9.13 Governing Documents.** In the event of any conflict or inconsistency between, on the one hand, the terms and conditions of this Agreement and, on the other hand, those set forth in the Certificate of Incorporation or Bylaws, the terms and conditions of this Agreement shall govern and control (a) with respect to the Certificate of Incorporation, to the maximum extent permitted by Applicable Law, and (b) with respect to the Bylaws, to the extent that the Bylaws may be amended to conform with such requirements; provided, that in the event of any such conflict, each Stockholder shall vote (or cause to be voted or provide consent with respect to) all of such Stockholder's Common Stock and any other voting securities of the Company over which such Stockholder has voting control and shall take all other necessary or desirable actions within such Stockholder'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) to cause the Certificate of Incorporation and the Bylaws to be amended, as applicable, to conform and not be inconsistent with the terms and conditions of this Agreement.

Section 9.14 **No Third-Party Beneficiaries.** Except as otherwise expressly set forth in this Agreement, this Agreement is for the sole benefit of the parties hereto (and their respective heirs, executors, administrators, successors and assigns) and nothing herein, express or implied, is intended to or shall confer upon any other Person, including any creditor of the Company, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement; provided that the Stockholder Indemnitees shall be express third-party beneficiaries of Section 7.05.

Section 9.15 **Amendment.**

(a) This Agreement may be amended, modified or otherwise waived if, and only if, such amendment, modification or waiver is in writing and signed by the Company and Stockholders representing, in aggregate, no less than 66 2/3% of the then outstanding shares of Common Stock; provided, that notwithstanding the foregoing, no amendment, modification or waiver of (i) Section 4.01, Section 5.02, Section 5.03 or this Section 9.15 shall be effective without the prior written consent of Stockholders representing, in aggregate, no less than 80% of the then outstanding shares of Common Stock and (ii) this Agreement that materially and adversely affects a Stockholder (solely in its capacity as a Stockholder) in a manner disproportionate to its effect on the other Stockholders (solely in their respective capacity as a Stockholder), shall be effective without such Stockholder's prior written consent; provided, further, that any amendments reasonably required to effect an action described in Section 3.03 that is otherwise validly approved by Stockholders representing at least 50.1% of the then outstanding shares of Common Stock shall only require such 50.1% approval.

(b) Notwithstanding anything contained in Section 9.15(a) to the contrary, the following amendments, modifications and waivers of this Agreement may be made by the Company (with the approval of the Board (in its sole discretion)) from time to time, without the consent of any Stockholder, by delivery of a written notice of such amendment, modification or waiver to the Stockholders: (i) to correct any typographical or similar ministerial errors in this Agreement or any schedule or exhibit hereto; (ii) to delete or add any provisions of this Agreement required to be so deleted or added to comply with Applicable Law; (iii) to reflect the authorization, creation and issuance (including, for the avoidance of doubt, the designations, preferences, privileges and rights) of any additional shares of Capital Stock (or any securities convertible into, or exercisable or exchangeable for, shares of Capital Stock) otherwise consummated in accordance with this Agreement and the Certificate of Incorporation; and (iv) in connection with any Transfer otherwise consummated in accordance with this Agreement, to reflect the addition or removal of any Person as a Stockholder.

(c) Except as required by Applicable Law, no amendment, modification or waiver of any provision of or under this Agreement shall require the consent of any Person not a party to this Agreement.

Section 9.16 **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not

expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**Section 9.17 Governing Law.** All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

**Section 9.18 Submission to Jurisdiction.** The parties hereby agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the United States District Court for the District of Delaware or in the Court of Chancery of the State of Delaware (or, if such courts lack subject-matter jurisdiction, in the Superior Court of the State of Delaware), so long as one of such courts shall have subject-matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Delaware.

Each of the parties hereby irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient form. Service of process, summons, notice or other document by certified or registered mail to the address set forth in Section 9.04 shall be effective service of process for any suit, action or other proceeding brought in any such court.

**Section 9.19 Waiver of Jury Trial.** Each party hereto hereby acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

**Section 9.20 Equitable Remedies.** Each party hereto acknowledges that a breach or threatened breach by such party of any of its obligations under this Agreement would give rise to irreparable harm to the other parties, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, each of the other parties hereto shall, in addition to any and all other rights and remedies that may be available to them in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

Section 9.21 **Remedies Cumulative.** The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

Section 9.22 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 9.23 **Legend.** In addition to any other legend required by Applicable Law, all certificates representing issued and outstanding Capital Stock shall bear a legend substantially in the following form:

THESE SECURITIES HAVE BEEN ISSUED PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SECTION 1145 OF TITLE 11 OF THE UNITED STATES CODE, 11 U.S.C. §§ 101–1532, AS AMENDED (THE “BANKRUPTCY CODE”). THESE SECURITIES MAY BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”); PROVIDED THAT THE HOLDER IS NOT DEEMED TO BE AN UNDERWRITER AS SUCH TERM IS DEFINED IN SECTION 1145(B) OF THE BANKRUPTCY CODE OR AN AFFILIATE OF THE ISSUER. IF THE HOLDER IS DEEMED TO BE AN UNDERWRITER AS SUCH TERM IS DEFINED IN SECTION 1145(B) OF THE BANKRUPTCY CODE OR AN AFFILIATE OF THE ISSUER, THEN THE SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED UNLESS (1) THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAW OR (2) THE COMPANY IS IN RECEIPT OF AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH DISPOSITION IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF THE SECURITIES ACT AND OF ANY APPLICABLE STATE SECURITIES LAWS.

FURTHER, THE SECURITIES ARE SUBJECT TO THE PROVISIONS OF THE STOCKHOLDERS AGREEMENT OF ENVISION PARENT, INC. (THE “CORPORATION”), DATED NOVEMBER 3, 2023, INCLUDING RESTRICTIONS ON TRANSFER. THE SECURITIES ARE TRANSFERABLE ONLY IN ACCORDANCE WITH THE PROVISIONS OF THE STOCKHOLDERS AGREEMENT, AND ALL HOLDERS OF SECURITIES OF THE CORPORATION (WHETHER ACQUIRED UPON ISSUANCE OR TRANSFER) SHALL BE, AND BE DEEMED TO BE, A PARTY TO AND BOUND BY SUCH AGREEMENT. A COPY OF THE STOCKHOLDERS AGREEMENT WILL BE FURNISHED WITHOUT CHARGE BY THE CORPORATION TO THE HOLDER HEREOF UPON WRITTEN REQUEST.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**The Company:**

ENVISION PARENT, INC.

By: \_\_\_\_\_

Name:

Title:

**EXHIBIT A**

**FORM OF JOINDER AGREEMENT**

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 November 3, 2023, by and among Envision Parent, Inc., a Delaware corporation (the “**Company**”), and the stockholders of the Company. The undersigned hereby 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 “Stockholder” (as defined in the Agreement). The undersigned hereby makes the representations and warranties of a Stockholder set forth in the Agreement. This Joinder Agreement and all issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction). The address and email address to which notices may be sent to the undersigned are as follows:

Notice Information

Address:

Attention:

Email:

Date:

[If entity]

[ENTITY NAME]

By: \_\_\_\_\_

Name:

Title:

[If individual]

\_\_\_\_\_  
Individual Name:

**APPENDIX A**

**INELIGIBLE PARTIES**

[On file with the Company]

**SCHEDULE A**  
**STOCKHOLDERS**

[On file with the Company]