UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re	:	**Chapter 11**
THE NORDAM GROUP, INC., *et al.*,	:	**Case No. 18–11699 (MFW)**
Debtors.[1]	:	**(Jointly Administered)**

NOTICE OF FILING OF PLAN SUPPLEMENT TO THE FIRST AMENDED JOINT POSTPACKAGED CHAPTER 11 PLAN OF REORGANIZATION OF THE NORDAM GROUP, INC. AND ITS DEBTOR AFFILIATES

PLEASE TAKE NOTICE that on January 3, 2019, the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") entered an order (the "**Conditional Approval Order**," ECF No. 838), (I) authorizing The NORDAM Group, Inc. and its affiliated debtors, as debtors and debtors in possession (collectively, the "**Debtors**"), to solicit acceptances for the *First Amended Joint Postpackaged Chapter 11 Plan of Reorganization of The NORDAM Group, Inc. and Its Debtor Affiliates* (ECF No. 848) (as modified, amended, or supplemented from time to time, the "**Plan**");[2] and (II) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT the Debtors hereby file certain exhibits to the Plan Supplement consisting of the following:

Exhibit	Document[3]
A	New LLC Agreement
B	NewCo Organizational Documents
C	Amended Organizational Documents
D	Term Sheets for Exit Facilities
E	Investment Agreement
F	Restructuring Support Agreement

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are The NORDAM Group, Inc. (7803); Nacelle Manufacturing 1 LLC (3107); Nacelle Manufacturing 23 LLC (5528); PartPilot LLC (5261); and TNG DISC, Inc. (9726). The Debtors' corporate headquarters and service address is 6910 North Whirlpool Drive, Tulsa, Oklahoma 74117.

[2] Capitalized terms used but not defined herein shall have the meanings set forth in the Plan.

[3] The exhibits set forth in the Plan Supplement remain subject to ongoing review and material revision in all respects.

Exhibit	Document[3]
G	Initial Directors, Managers, or Officers of Reorganized Debtors
H	Schedule of Assigned GAC Contracts
I	Schedule of Rejected Contracts

PLEASE TAKE FURTHER NOTICE THAT the documents, schedules, and other information contained in this Plan Supplement are integral to and part of the Plan. These documents have not yet been approved by the Bankruptcy Court. If the Plan is approved, the documents contained in the Plan Supplement will be approved by the Bankruptcy Court pursuant to the Confirmation Order.

PLEASE TAKE FURTHER NOTICE THAT the Debtors reserve all rights to amend, modify, or supplement the Plan Supplement, and any of the documents contained therein, in accordance with the terms of the Plan. If material amendments or modifications are made to any of these documents, the Debtors will file a blackline with the Bankruptcy Court marked to reflect the same.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Epiq Corporate Restructuring, Inc. ("**Epiq**"), the notice and claims agent retained by the Debtors in these chapter 11 cases, by (a) visiting https://dm.epiq11.com/NRD and selecting "Plan Documents," (b) sending an electronic mail message to Epiq at NORDAM@epiqglobal.com, or (c) calling Epiq via telephone at (646) 282-2500.

PLEASE TAKE FURTHER NOTICE THAT a hearing to consider final approval of the Disclosure Statement and confirmation of the Plan (the "**Combined Hearing**") will be held before the Honorable Judge Mary F. Walrath, United States Bankruptcy Judge, in Courtroom 4 of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 5th Floor, Wilmington, Delaware on **March 18, 2019 at 11:30 a.m. (Eastern Time)**. The Combined Hearing may be adjourned from time to time pursuant to a notice filed on the docket in these chapter 11 cases.

PLEASE TAKE FURTHER NOTICE THAT the deadline to object to final approval of the Disclosure Statement or confirmation of the Plan is **March 11, 2019 at 4:00 p.m. (Eastern Time)**.

Dated: March 4, 2019
Wilmington, Delaware

/s/ Brett Haywood

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Exhibit A

New LLC Agreement

Private & Confidential
AGREED FORM
Exhibit A

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

of

THE NORDAM GROUP LLC

Dated as of [●], 2019

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THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (as amended from time to time, this "Agreement") of The NORDAM Group LLC (the "Company"), is dated as of [●], 2019, by and among (i) Siegfried Holdings, Inc., a Delaware corporation ("Holdings"), (ii) Amelia Acquisition L.L.C., a Delaware limited liability company (the "Carlyle Investor"), and (iii) each other Person who holds Units or other Equity Securities of the Company and executes this Agreement or an Assumption Agreement (the "Other Investors"), as the members.

WHEREAS, on July 22, 2018, The NORDAM Group, Inc. (the "Predecessor Company") and its debtor Subsidiaries Nacelle Manufacturing 1 LLC, Nacelle Manufacturing 23 LLC, PartPilot LLC, and TNG DISC, Inc. (collectively, the "Debtors") commenced voluntary cases under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware;

WHEREAS, the Debtors are prosecuting the *First Amended Joint Postpackaged Chapter 11 Plan of Reorganization of The NORDAM Group, Inc. and its Debtor Affiliates* (ECF No. [●]) (as it may be amended, modified, or supplemented, the "Plan") that contemplates, among other things, the Company issuing and selling to the Carlyle Investor, and the Carlyle Investor purchasing from the Company, 31,790.102 Investor Units (the "Transactions"), which represent 45% of the issued and outstanding Common Units as of the date hereof, all as more specifically set forth in the Investment Agreement, dated as of March 3, 2019, by and between the Predecessor Company and the Carlyle Investor (the "Investment Agreement");

WHEREAS, consistent with the Plan and before consummation of the Transactions, the Predecessor Company has undertaken a tax-free reorganization in connection with which (a) the holders of capital stock of the Predecessor Company became shareholders of Holdings, (b) Holdings became the sole shareholder of the Predecessor Company, (c) the Predecessor Company was converted to a limited liability company organized under the Laws of the State of Delaware, and (d) the Limited Liability Company Agreement of the Company, dated as of [●], 2019, was entered into by Holdings, as the sole member of the Company, to govern the affairs of the Company (the "Original LLC Agreement");

WHEREAS, in connection with the closing of the Transactions on the date hereof (the "Closing"), the parties hereto are entering into this Agreement to, among other things, (i) amend and restate the Original LLC Agreement, (ii) admit the Carlyle Investor as a Member, (iii) govern the relationship among the Members and the Company in accordance with the Delaware Act, and (iv) effect the continued operation of the Company, in each such case, on the terms set forth herein; and

WHEREAS, upon the purchase of Investor Units by the Carlyle Investor, the Company is intended to be treated as a partnership for federal, state and local income tax purposes in accordance with Rev. Rul. 99-5, 1991 C.B. 434.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to, and hereby do, amend and restate the Original LLC Agreement as follows:

ARTICLE I

DEFINITIONS AND USAGE

SECTION 1.01. Definitions. The following terms shall, for the purposes of this Agreement, have the following meanings.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to (a) vote securities having more than fifty percent (50%) of the ordinary voting power for the election of directors or Persons with similar powers and duties, or (b) direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise. In addition, solely for the purposes of the definition of "Covered Person", any general partner or limited partner of a specified Person or a Person who holds a direct or indirect, contingent or otherwise, equity interest in a specified Person shall be deemed to be an Affiliate of such Person.

"Agreement" shall have the meaning set forth in the preamble.

"Approved Sale" shall have the meaning set forth in Section 6.04(a).

"Assumption Agreement" shall have the meaning set forth in 0.

"Blocker Corp" means (i) Holdings or (ii) any corporation (or other entity treated as a corporation for U.S. federal income tax purposes) that (A) directly or indirectly (through an entity treated as a partnership or disregarded as separate from its owner for U.S. federal income tax purposes) owns Units and no other material non-cash (or non-cash-equivalent) assets, (B) has no liabilities (other than for accrued and unpaid taxes or other immaterial liabilities) and no operations other than activities incidental to its status as a holding company or related to the maintenance of its corporate existence and (C) is controlled by Carlyle Investment Management, L.L.C. or any of its Affiliates.

"Board" shall have the meaning set forth in Section 5.01(a).

"Book Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(a) The initial Book Value of any asset contributed by a Member to the Company shall be the gross fair market value of such asset, as reasonably determined by the Board.

(b) The Book Values of all Company assets shall be adjusted to equal their respective gross fair market values, as reasonably determined by the Board using such reasonable method of valuation as it may adopt, as of the following times:

(1) the acquisition of an additional interest in the Company by a new or existing Member in exchange for more than a de minimis Capital Contribution, if the Board reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interest of the Members in the Company;

(2) the distribution by the Company to a Member of more than a de minimis amount of Company assets as consideration for an interest in the Company, if the Board reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Members in the Company;

(3) the liquidation of the Company within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g);

(4) the issuance of any interests in the Company for services; and

(5) at such other times as the Board shall reasonably determine necessary or advisable in order to comply with the Treasury Regulations Sections 1.704-1(b) and 1.704-2.

(c) The Book Value of any Company asset distributed to a Member shall be the gross fair market value of such asset on the date of distribution as determined by the Board.

(d) The Book Value of Company assets shall be increased (or decreased) to reflect any adjustment to the adjusted basis of such assets pursuant to Section 734(b) of the Code or Section 743(b) of the Code, but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m); provided, however, that the Book Value shall not be adjusted pursuant to this paragraph (d) to the extent that the Board reasonably determines that such an adjustment is neither necessary nor appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d).

(e) If the Book Value of a Company asset has been determined or adjusted pursuant to paragraphs (a), (b) or (d) of this definition, such Book Value shall thereafter be adjusted by the Depreciation taken into account with respect to such Company asset for purposes of computing Net Profits and Net Losses.

"Business" means the business of the Company and its Subsidiaries, including the design, development, qualification, certification, manufacture, and support of integrated propulsion systems, nacelles, thrust reversers, composite aircraft structures, interior shells, custom cabinetry, radomes, transparencies, and other components for fixed-wing aircraft and rotorcraft in all commercial, military, and other aviation and aerospace sectors throughout the world, as well as maintenance, repair, and overhaul of structural aircraft components in all such sectors.

"Business Day" means any day of the year on which national banking institutions in New York City are open to the public for conducting business and are not required by Law or executive order to close.

"Capital Account" shall have the meaning set forth in Section 3.06(a).

"Capital Contributions" means, with respect to any Member, the total amount of cash and the Fair Market Value of any property other than cash contributed by such Member to the Company.

"Capital Event" means a (i) Liquidity Event, (ii) sale, transfer or other disposition, in a single transaction or a series of related transactions, of assets having an aggregate Fair Market Value in excess of $10,000,000 (and which, for purposes of Section 3.10(a), results in proceeds to the Company in excess of $10,000,000 (in each case, other than sales or dispositions in the ordinary course of business), (iii) any transaction or series of related transactions involving the acquisition or purchase of, or investment in, any other Person or any assets, business unit or division thereof (whether by purchasing or acquiring equity interests or assets, merger or otherwise) with a purchase price or other aggregate consideration in excess of $10,000,000, (iv) entry into any Joint Venture, (v) dividend recapitalization or (vi) dissolution or liquidation of the Company pursuant to ARTICLE X.

"Carlyle Investor" shall have the meaning set forth in the preamble.

"Carlyle Investor Managers" shall have the meaning set forth in Section 5.02(a).

"Catch-Up Distribution" shall have the meaning set forth in Section 3.10(b).

"Certificate" means the Certificate of Formation of the Company, and any and all amendments thereto and restatements thereof, filed with the office of the Secretary of State of Delaware pursuant to the Delaware Act.

"Closing" shall have the meaning set forth in the recitals.

"Code" means the Internal Revenue Code of 1986, as amended.

"Common Member" means each Person admitted to the Company as a Common Member, whose name is set forth on Exhibit A hereto as a Common Member with respect to Common Units held by such Person, and any other Person admitted as an additional or substitute Common Member, so long as such Person remains a Common Member.

"Common Units" means the Units authorized by the Company pursuant to this Agreement and designated as, and having the rights, powers, privileges and obligations specified in this Agreement with respect to, Common Units, including the right to vote in respect of any matters expressly requiring the vote of the Common Members hereunder.

"Company" shall have the meaning set forth in the preamble.

"Company Minimum Gain" has the meaning given to the term "partnership minimum gain" in Section 1.704-2(b)(2) of the Regulations, and the amount of Company Minimum Gain, as well as any net increase or decrease in Company Minimum Gain, for a Company taxable year shall be determined in accordance with the rules of such Regulations.

"Competitor" means (i) any Person who competes with the Business (as determined by the Board in its reasonable discretion) or (ii) any Person who owns economic or voting interests of 7.5% or more of any Person who is a "Competitor" pursuant to clause (i) hereof.

"Confidential Information" shall have the meaning set forth in Section 12.10.

"Convertible Securities" shall have the meaning set forth in Section 3.01(d).

"Covered Person" means (a) any Member, (b) any Affiliate of a Member, (c) any officer, director, manager, shareholder, member, partner, employee, representative, trustee or agent or spouse thereof of a Member or any Affiliate of a Member or (d) any officer, director, manager, shareholder, partner, employee, representative, trustee or agent or spouse thereof of the Company or any Affiliate of the Company.

"Debtors" shall have the meaning set forth in the recitals.

"Delaware Act" shall mean the Delaware Limited Liability Company Act 6 Del. C. § 18-101, et seq, as the same may be amended from time to time.

"Depreciation" means, for each fiscal year or other period, an amount equal to the federal income tax depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Book Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount that bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period is zero, Depreciation shall be determined with reference to such beginning Book Value using any reasonable method selected by the Board, provided, further, that if the remedial allocation method of Treasury Regulations Section 1.704-3(d) is utilized with respect to an asset, Depreciation shall be determined in accordance with Treasury Regulations Section 1.704-3(d)(2) with respect to such asset.

"Dissolution Event" shall have the meaning set forth in Section 10.02.

"Drag-Along Notice" shall have the meaning set forth in Section 6.04(b).

"Drag-Along Sale" shall have the meaning set forth in Section 6.04(a).

"Dragging Party" shall have the meaning set forth in Section 6.04(a).

"EBITDA" has the meaning given to such term on Schedule II.

"Equity Securities" shall have the meaning set forth in Section 3.01(d).

"Excess Units" shall have the meaning set forth in Section 3.04(b).

"Exit Debt Financing" means the debt financing entered into in connection with the consummation of the transactions contemplated by the Investment Agreement in accordance with the terms thereof.

"Fair Market Value" means, at the time of any such determination, the fair market value (calculated with no discount for lack of marketability or minority interest) as determined by the Board (including at least one (1) Carlyle Investor Manager) in good faith (or as determined in accordance with Section 6.06(b), as applicable):

(a) with respect to any Units or other Equity Securities of the Company that are listed on an established U.S. national securities exchange or any established over-the-counter trading system, the average of the closing prices of such Units or other Equity Securities on such exchange if listed or, if not so listed, the average bid and asked price of such Units or other Equity Securities reported on any established over-the-counter trading system on which prices for such Units or other Equity Securities are quoted, in each case, for a period of twenty (20) trading days prior to such date of determination;

(b) with respect to any Units or other Equity Securities of the Company that are not listed on an established U.S. national securities exchange or any established over-the-counter trading system, the cash proceeds that would be received by the holder of such Unit or Equity Security of the Company through distributions made pursuant to Section 3.10 of this Agreement assuming the Company was sold in an Approved Sale transaction whereby a third party acquired all of the assets of the Company in an arm's-length transaction, the Company's liabilities (including all selling expenses) were repaid, and the net proceeds of such sale were distributed pursuant to Section 3.10 of this Agreement; or

(c) for property of the Company other than Units or other Equity Securities, the price at which such property would be exchanged in an arm's-length transaction between a willing buyer and willing seller, neither being under any compulsion to buy or to sell such property and both having reasonable knowledge of the relevant facts and information related to the value of such property.

"Family Member" means, with respect to any Person who is an individual, any spouse or issue (whether natural or adopted), sibling, parent or other lineal descendent of such person.

"Fiscal Year" means the fiscal year of the Company, which shall, except as otherwise required by Section 706 of the Code, be the calendar year; provided that the first Fiscal Year of the Company shall begin on the day following the date of this Agreement and end on December 31, 2019.

"FMV Dispute Letter" shall have the meaning set forth in Section 6.06(b).

"FMV Dispute Letter Period" shall have the meaning set forth in Section 6.06(b).

"FMV Negotiation Period" shall have the meaning set forth in Section 6.06(b).

"Governmental Body" means any government or governmental authority or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state, or local, or any agency or commission, instrumentality or authority thereof, or any court or arbitrator (public or private).

"Gulfstream" means Gulfstream Aerospace Corporation, an Oklahoma corporation.

"Gulfstream APA" means that certain Asset Purchase Agreement, dated as of September 1, 2018, by and among the Predecessor Company, Gulfstream and the other parties thereto.

"Gulfstream Manager" shall have the meaning set forth in Section 5.02(a).

"Holdings" shall have the meaning set forth in the recitals.

"Holdings Managers" shall have the meaning set forth in Section 5.02(a).

"Hurdle Amount" means, with respect to each Incentive Unit, the amount designated by the Board as the "Hurdle Amount" for such Incentive Unit in the applicable Incentive Unit Grant Agreement with respect to such Incentive Unit, which amount shall at least be equal to the aggregate amount that would be received by a holder of Common Units in respect of one (1) Common Unit under Section 3.10(a) in a hypothetical liquidation immediately prior to the issuance of such Incentive Unit and which may be increased to the extent determined in good faith by the Board to preserve the classification of Incentive Units as a "profits interest" within the meaning of Rev. Proc. 93-27, 1993-2 C.B. 343 or to preclude a "capital shift" for tax purposes.

"Incentive Member" means each Person admitted as a Member of the Company as a holder of Incentive Units, whose name is set forth on Exhibit A hereto as an Incentive Member with respect to Incentive Units held by such Person, and any other Person admitted as an additional or substitute Incentive Member, so long as such Person remains an Incentive Member.

"Incentive Unit" shall have the meaning set forth in Section 3.01(c).

"Incentive Unit Grant Agreement" means an incentive unit grant or award agreement or other agreement to be entered into by the Company with an Incentive Member issuing, and/or setting forth the terms of, the Incentive Units to be issued to such Incentive Member, in any such case, in accordance with the terms and conditions of the Management Equity Incentive Plan.

"Indebtedness" of any Person, means, without duplication, all outstanding monetary obligations or other liabilities of such Person arising from or in the form of (a) indebtedness for borrowed money or indebtedness issued or incurred in substitution or exchange for indebtedness for borrowed money, (b) indebtedness evidenced by any note, bond, debenture, mortgage or other debt instrument or debt security, (c) obligations under any performance bond, bankers' acceptance, note purchase facility or letter of credit, but only to the extent drawn or

called, (d) any lease that is required to be classified as a capitalized lease obligation in accordance with GAAP, (e) all or any part of the deferred purchase price of property, goods or services, including any "earnout" or similar payments, (f) interest rate, currency or other swap, hedging or similar agreements, (g) any conditional sale or other title retention agreement with respect to acquired property, (h) any factoring programs, (i) guarantees with respect to any indebtedness or other liabilities of any other Person of a type described in clauses (a) through (h) above and (j) for clauses (a) through (i) above, all accrued and unpaid interest, fees or expenses (including attorneys' fees) and make whole premiums, success fees and prepayment premiums or penalties associated therewith, in each case, to the extent then due. For the avoidance of doubt, Indebtedness shall not include (i) trade payables or amounts that would become a trade payable once the Company or one of its Subsidiaries receives an invoice for goods and services received in the Ordinary Course of Business (as defined in the Investment Agreement), (ii) any obligations under any performance bond, bankers' acceptance, note purchase facility or letter of credit to the extent undrawn or uncalled, (iii) any intercompany Indebtedness of the Company and its Subsidiaries, (iv) any endorsement of negotiable instruments for collection in the Ordinary Course of Business, and (v) any deferred revenue.

"Independent Valuation Firm" shall have the meaning set forth in Section 6.06(b).

"Investment Agreement" shall have the meaning set forth in the recitals.

"Investor Representative" means (i) the Carlyle Investor or (ii) such other Person in replacement of the Carlyle Investor if designated by the Investor Unit Majority from time to time by written notice to the Company.

"Investor Unit Majority" means the holders of a majority of the Investor Units.

"Investor Units" means any Units issued by the Company to the Carlyle Investor or any of its Permitted Transferees (whether or not subsequently Transferred to any other Person).

"IPO Conversion" shall have the meaning set forth in Section 7.01(a).

"IPO Corporation" shall have the meaning set forth in Section 7.01(a).

"Issuance Notice" shall have the meaning set forth in Section 3.04(a).

"Joint Venture" means any Person in which the Company and its Subsidiaries own at least a ten percent (10%) equity interest (other than any Subsidiary of the Company).

"Law" means any federal, state, local or foreign law, statute, code, Order, ordinance, rule or regulation enacted or imposed by any Governmental Body.

"Legend" shall have the meaning set forth in Section 11.01(b).

"Leverage Ratio" means, as of any date, the ratio of (i) Indebtedness of the Company and its Subsidiaries on a consolidated basis as of such date to (ii) EBITDA calculated

on an annual basis for the twelve (12) months ending on the most recent calendar quarter end date.

"Liquidation Agent" shall have the meaning set forth in Section 10.03(a).

"Liquidity" means, without duplication, the sum of (i) cash and cash equivalents of the Company, only to the extent convertible to cash within thirty (30) days, calculated net of the amounts of any issued but uncleared checks and wires issued prior to such time, and (ii) the amount of available borrowing capacity under the Company's then-existing credit facility, excluding (x) all deposits securing payment obligations, (y) any amounts that are not freely usable because they are subject to restrictions, limitations or taxes on use or distribution by Law, contract or otherwise, including, without limitation, restrictions on dividends and repatriations or any other form of restriction, and (z) the aggregate amount of all accrued or declared but unpaid dividends or other distributions, reduced by the amount of unpaid Third Party Class 4 Claims (as defined in the Investment Agreement).

"Liquidity Event" means an Approved Sale or a Public Offering.

"Lock-Up Period" shall have the meaning set forth in 0.

"Manager" and "Managers" shall each have the meaning set forth in Section 5.02(a).

"Management Equity Incentive Plan" shall have the meaning set forth in Section 3.01(c).

"Members" means, collectively, the Common Members, the Incentive Members and any other Persons who own any Units and have been admitted as members of the Company and "Member" shall mean any Person who owns any Units and has been admitted as a member of the Company. All references herein to "Members" and "Member," as applicable, shall be to those Members and to that Member, as applicable, then existing, unless the context refers only to any particular class of Members.

"Member Nonrecourse Debt" has the meaning given to the term "partner nonrecourse debt" in Treasury Regulations Section 1.704-2(b)(4).

"Member Nonrecourse Debt Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member Nonrecourse Debt were treated as a nonrecourse liability, determined in accordance with Treasury Regulations Section 1.704-2(i)(3).

"Net Profits" and "Net Losses" means for any given period, the taxable income or taxable loss of the Company for such period determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss or deduction required to be separately stated pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Profits and Net Losses shall increase such income or decrease such loss, as the case may be.

(b) Any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) expenditures by Treasury Regulations Section 1.704-1(b)(2)(iv)(I), and not otherwise taken into account in computing Net Profits and Net Losses, shall decrease such Net Profits or increase such Net Losses, as the case may be.

(c) Any income, gain, loss, or deduction required to be specially allocated to Members under Section 3.07, below, shall not be taken into account in computing Net Profits or Net Losses.

(d) In lieu of any depreciation, amortization and other cost recovery deductions taken into account in computing taxable income or loss, the Company shall compute such deductions based on Depreciation for such period.

(e) Gain or loss resulting from a disposition of Company property where such gain or loss is recognized for federal income tax purposes shall be computed by reference to the Book Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Book Value.

(f) If the Book Value of Company assets is adjusted as provided in the definition of Book Value set forth above, then the Net Profits or Net Losses of the Company shall include the amount of any increase or decrease in such Book Values attributable to such adjustments.

(g) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest in the Company, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for the purposes of computing Net Profits and Net Losses.

"Offered Preemptive Units" shall have the meaning set forth in Section 3.04(a).

"Officers" shall have the meaning set forth in Section 5.15(a).

"Order" means decree, ruling, writ, subpoena, indictment, stipulation, determination, assessment or arbitration award entered into by or with any Governmental Body.

"Original LLC Agreement" shall have the meaning set forth in the recitals.

"Other Investors" shall have the meaning set forth in the preamble.

"Partnership Representative" shall have the meaning set forth in Section 4.01.

"Percentage Interest" of any Member at any time means a fraction, expressed as a percentage, the numerator of which is the aggregate number of Units (other than Incentive Units) held by such Member at such time, and the denominator of which is the aggregate number of Units (other than Incentive Units) held by all Members at such time.

"Permitted Transfer" means a Transfer to a Permitted Transferee.

"Permitted Transferee" means with respect to any Member (a) that is a natural Person or a trust (i) any executor, administrator or testamentary trustee of a Member's estate upon the death of such Member (or the grantor of any Member that is a "grantor" trust), (ii) any person or entity receiving Equity Securities of a Member by will, intestacy Laws or the Laws of descent or survivorship, (iii) any trustee of a trust (including an inter vivos trust) of which there are no principal beneficiaries other than a Member or one or more Family Members of such Member, (iv) a Member's Family Members, or any trust, family limited partnership, limited liability company or other entity wholly owned, directly or indirectly, by such Member or such Member's Family Members that is and remains solely for the benefit of such Member and/or such Member's Family Members and any retirement plan for such Member, (v) a beneficiary of any trust and any Family Member of such beneficiary, or (vi) any foundation or other entity having one or more charitable organizations as beneficiaries, and (b) that is an entity, any Affiliate of such Person or any other equityholder in such entity (including, (x) with respect to the Carlyle Investor or any of its Affiliates, any limited partner or similar investor in the Carlyle Investor or any of its Affiliates, and (y) with respect to Holdings or any of its Affiliates, any stockholder or similar investor in Holdings or any of its Affiliates, including, for the avoidance of doubt, any Siegfried Family Member); provided, however, that in no event shall a Competitor constitute a "Permitted Transferee".

"Person" shall be construed broadly and include any individual, partnership, corporation, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, Governmental Body or other legal entity of any nature whatsoever.

"Plan" shall have the meaning set forth in the recitals.

"Predecessor Company" shall have the meaning set forth in the recitals.

"Preemptive Right" shall have the meaning set forth in Section 3.04(a).

"Preemptive Units" shall have the meaning set forth in Section 3.04(a).

"Proposed Transferee" shall have the meaning set forth in Section 6.03(a).

"Public Offering" means the sale of Units or other Equity Securities of the Company (or of a successor entity thereto) to the public pursuant to an effective registration statement (other than a registration statement on Form S-4 or S-8 or any similar or successor form) filed under the Securities Act in connection with an underwritten offering.

"Recipient" shall have the meaning set forth in Section 12.10.

"Redemption Notice" shall have the meaning set forth in Section 6.06(a).

"Redemption Option" shall have the meaning set forth in Section 6.06(a).

"Redemption Price" means, with respect to any Investor Unit held by the Carlyle Investor (and any of its Permitted Transferees or any other Person to whom such Investor Unit has subsequently been Transferred) (i) with respect to the period following the third anniversary of the date of this Agreement until the expiry of the Lock-Up Period, an amount equal to (x) $333,000,000 divided by (y) the total number of Investor Units held by such Member, and (ii) with respect to the period from and after the day of the expiry of the Lock-Up Period, an amount equal to (x) $333,000,000, increasing ratably by an aggregate of $70,000,000 per year each year thereafter, divided by (y) the total number of Investor Units held by such Member; provided that the Redemption Price shall be (a) reduced by the aggregate amount of all cash distributions (including Tax Distributions) actually received by the Carlyle Investor (and its Permitted Transferees or any other Person to whom such Investor Unit has subsequently been Transferred) from the Company pursuant to Section 3.10 or Section 3.11, as applicable in respect of such Investor Unit and (b) subject to adjustment as reasonably determined by the mutual agreement of Holdings and the Investor Representative in the event of any issuances of additional Investor Units after the date hereof.

"Representative" shall have the meaning set forth in Section 12.10.

"Sale Advisor" shall have the meaning set forth in Section 6.04(a).

"Sale Threshold" means $473,000,000 *minus* the aggregate amount of all cash distributions (including Tax Distributions) actually received by Holdings (and its Permitted Transferees or any other Person to whom any Units held by Holdings on the date hereof have subsequently been Transferred) from the Company pursuant to Section 3.10 or Section 3.11, as applicable, but, for the avoidance of doubt, (i) not taking into account the one-time cash distribution to Holdings pursuant to the Investment Agreement, as described in Section 3.10(d), but (ii) taking into account any irrevocable waiver by any holder of Investor Units of rights to proceeds otherwise payable to such holder pursuant to Section 3.10(a) that are instead paid to and actually received by Holdings (or its Permitted Transferees or any other Person to whom any Units held by Holdings on the date hereof have subsequently been Transferred); provided that the Sale Threshold shall be subject to adjustment as reasonably determined by the mutual agreement of Holdings and the Investor Representative in the event of any issuance of additional Units to Holdings (and its Permitted Transferees) after the date hereof.

"Securities Act" shall mean the United States Securities Act of 1933, as amended.

"Siegfried Family Members" means the holders of capital stock or other equity or beneficial interests of Holdings as of the date hereof, each of their respective beneficiaries, the Family Members of such beneficiaries and each of their respective Permitted Transferees.

"Spousal Consent" shall have the meaning set forth in Section 12.18.

"Subsidiary" means, with respect to any specified Person, any other Person in which such specified Person, directly or indirectly through one or more Affiliates or otherwise, beneficially owns at least fifty percent (50%) of the ownership interest (determined by equity or economic interests) in, or the voting control of, such other Person.

"Tag-Along Notice" shall have the meaning set forth in Section 6.03(a).

"Tag-Along Sale" shall have the meaning set forth in Section 6.03(a).

"Tagging Member" shall have the meaning set forth in Section 6.03(a).

"Tax Amount" means, with respect to each Member, the excess of (a) the product of (i) the Board's estimate of taxable income allocated to such Member for the Fiscal Year through the end of the quarter for which a Tax Distribution is made (reduced by the cumulative amount of any allocations from the Company of net taxable loss or deduction for any prior Fiscal Year to the extent (x) not previously taken into account in calculating a Tax Distribution and (y) the amount of the reduction does not exceed 80% of such allocated taxable income), multiplied by (ii) the highest combined effective marginal federal and state income tax rate applicable to an individual resident in New York City for the Fiscal Year of such Tax Distribution (calculated by taking into account the character of any applicable income (e.g. long-term or short-term or capital gain, qualified dividend income or ordinary income, taxes under Section 1411 of the Code and the deduction provided by Section 199A of the Code if applicable)), over (b) the amount of distributions previously made to such Member pursuant to Section 3.10 during the Fiscal Year with respect to which the Tax Distribution is being made. For the avoidance of doubt, no Tax Distributions shall be made with respect to any period prior to the date of this Agreement.

"Tax Distribution" shall have the meaning set forth in Section 3.11Section 3.10(a)(i).

"Third Party" shall have the meaning set forth in Section 6.04(a).

"Transactions" shall have the meaning set forth in the recitals.

"Transfer" means a transfer, sale, assignment, pledge, security interest, hypothecation or other disposition or encumbrance (including by operation of Law or pursuant to the creation of a derivative security, the grant of an option or other right).

"Transferring Member" shall have the meaning set forth in Section 6.03(a).

"Treasury Regulations" means the regulations promulgated by the U.S. Department of the Treasury under the Code.

"Units" shall mean all units of the Company which represent limited liability company membership interests in the Company, including the Common Units and the Incentive Units.

"Vested Units" means, collectively, the aggregate number of issued and outstanding Common Units plus the aggregate number of vested Incentive Units.

"Waiver" shall have the meaning set forth in Section 12.08(b).

SECTION 1.02. Usage Generally; Interpretation. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms. Words in the singular or the plural include the plural or the singular, as the case may be. The use of the word "or" is not exclusive. All references herein to Articles, Sections, Subsections, recitals and paragraphs shall be deemed to be references to Articles, Sections, Subsections, recitals and paragraphs of this Agreement unless the context otherwise requires. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise expressly provided herein, any statute or Law defined or referred to herein shall mean such statute or Law, and any rules and regulations promulgated thereunder, in each case, as from time to time amended, modified or supplemented, including by succession of comparable successor statutes. Except to the extent a provision of this Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Treasury Regulations or is expressly prohibited or ineffective under the Delaware Act, this Agreement shall govern, even when inconsistent with, or different from, the provisions of the Delaware Act or any other Law. Any reference to the "Permitted Transferee" of a Person shall include all subsequent Permitted Transferees receiving Units initially held by such Person pursuant to one or more Permitted Transfers.

ARTICLE II

ORGANIZATION AND OTHER MATTERS

SECTION 2.01. Amendment and Restatement. The Members hereby amend and restate the Original LLC Agreement and continue the operation of the Company upon the terms and conditions set forth in this Agreement. The rights and obligations of the Members will be as provided in the Delaware Act, except as otherwise provided in this Agreement.

SECTION 2.02. Company Name. The name of the Company is The NORDAM Group LLC. The Board may change the name of the Company from time to time as it deems advisable.

SECTION 2.03. Business Purpose. The purpose and the business of the Company shall be to engage in (a) the design, development, qualification, certification, manufacture, and support of integrated propulsion systems, nacelles, thrust reversers, composite aircraft structures, interior shells, custom cabinetry, radomes, transparencies, and other components for fixed-wing aircraft and rotorcraft in all commercial, military, and other aviation and aerospace sectors throughout the world, as well as maintenance, repair, and overhaul of structural aircraft components in all such sectors and (b) any other lawful business for which a limited liability company may be organized under the Delaware Act. The Company shall have all powers necessary, appropriate, advisable, incidental, suitable to or convenient for the furtherance and accomplishment of the purposes described herein and for the protection and benefit of the Company.

SECTION 2.04. Registered Agent and Registered Office. The registered agent for service of process is Corporation Trust Company and the mailing address for the registered

office of the Company in the State of Delaware is in care of the Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. Such agent and such office may be changed from time to time by the Board.

SECTION 2.05. Qualification in Other Jurisdictions. The Board shall execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business. The Board shall cause the Company to be qualified, formed or registered under assumed or fictitious name statutes or similar Laws in any jurisdiction in which the Company transacts business in which such qualification, formation or registration is required or desirable.

SECTION 2.06. Principal Place of Business. The Company's principal place of business shall be located at 6910 North Whirlpool Drive, Tulsa, Oklahoma 74117. The Board may change the Company's principal place of business at any time and may establish other offices or places of business at other locations.

SECTION 2.07. Term. The Company shall continue until the Company is dissolved, wound up and terminated as provided in ARTICLE X hereto.

SECTION 2.08. New Members. Each eligible Person who subscribes for Units or other Equity Securities of the Company to be issued or reissued by the Company after the date hereof shall be admitted as a Member of the Company at the time (a) such Person agrees to be bound by the provisions hereof (including the representations and warranties set forth in ARTICLE VIII) by executing an instrument satisfactory to the Board whereby such Person becomes a party to this Agreement and agrees to be bound by all the terms and conditions hereof as a Member, (b) the Board accepts such instrument on behalf of the Company, and (c) the subscriber makes the required capital contribution, if any.

SECTION 2.09. Members' Interests. The Members shall have no interest in the Company other than the interests conferred by this Agreement and represented by the Units, which shall be deemed to be personal property having only the rights provided in this Agreement. Ownership of a Unit shall not entitle a Member to any title in or to the whole or any part of the property of the Company or right to call for a partition or division of the same or for an accounting.

ARTICLE III

CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS; DISTRIBUTIONS; EXIT RIGHTS

SECTION 3.01. Ownership and Issuance of Units; Capital Contributions.

(a) The name, number of Units, initial Capital Account balances, and Percentage Interest of each of the Members is set forth on Exhibit A hereto. Notwithstanding anything to the contrary in Section 12.08(a), the Board shall cause Exhibit A to be updated from time to time to reflect (i) any change in the membership, and (ii) any change in the number of Units issued to any Member in consideration for its respective Capital Contribution. Any revision to Exhibit A made in accordance with this Section 3.01 shall not be deemed an

amendment to this Agreement and no action of any Member shall be required for the Board to amend or update Exhibit A.

(b) Subject to the terms of this Agreement, there shall initially be two (2) classes of Units, (i) the Common Units and (ii) the Incentive Units. The Company may issue fractional Units (and any such fractional Units shall be rounded to the nearest thousandth). The Common Units shall be the only class of Units having the right to vote on any matter and then only to the extent any such vote is expressly required pursuant to the terms of this Agreement, it being understood that all other matters shall be determined by the Board and each Member waives any right to vote with respect thereto to the extent waivable under the Delaware Act. All Common Members shall be entitled to one vote for each Common Unit for any matter for which approval of the Members, generally, or the Common Members, specifically, is not waivable under the Delaware Act or is expressly required under this Agreement. With respect to any action which the Common Members are entitled to vote on pursuant to the preceding sentence, the Common Members may take such action at a duly constituted meeting or by written consent of Members holding a majority of the Percentage Interest which may include consent by means of "electronic transmission" (as defined in Section 18-302(d) of the Delaware Act) and which consent shall be provided to the Board; provided, that, absent exigent circumstances that are material to the Company, notice of a proposed action is delivered to each Common Member at least two (2) Business Days prior to such action and in any event such notice is sent to each Common Member at the same time. Prompt notice of any such action by written consent shall be given by the Company to those Common Members, if any, who do not join in such written consent; provided, that the failure to give such timely notice shall not affect or invalidate the action so taken. Any matter that is to be voted on or consented to by the Common Members may also be effected by such Common Members by a proxy granted in writing, by means of electronic transmission or as otherwise permitted under applicable Law. The resolutions, written consents or electronic transmissions of the Common Members shall be filed with the minutes of the proceeding of the Common Members. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form. Any regular or special meeting of the Common Members may be called by one or more Common Members holding a Percentage Interest of not less than thirty percent (30%) in the aggregate. Notice of the time and place of any meeting of the Common Members shall be given to each Common Member by mailing it to him, her or it at his, her or its residence or usual place of business at least three (3) Business Days before the meeting, or by delivering, telephoning, telegraphing it or sending it by e-mail, electronic calendar invitation or other electronic transmission to him, her or it at least two (2) days before the meeting. Notice need not be given to any Common Member who submits a waiver of notice by any means of delivery (including e-mail or other electronic transmission) before or after the meeting or who attends the meeting without protesting at the beginning of the meeting the transaction of any business because the meeting was not lawfully called or convened. Notice of any adjourned meeting need not be given, other than by announcement at the meeting at which the adjournment is taken. Notwithstanding any other provision of this Agreement or the Delaware Act, the Incentive Members shall not have any voting or consent rights on any matter under this Agreement or the Delaware Act in respect of any Incentive Units involving or relating to the Company or under the Delaware Act, including with respect to any merger, consolidation, recapitalization, conversion, liquidation or dissolution of the Company.

(c) The Company is authorized to issue from time to time non-voting incentive award units (any such units, the "Incentive Units") to employees of the Company or its Subsidiaries or directors, consultants or other Persons providing services to the Company or its Subsidiaries in consideration for such services, in such number and with such terms as determined by the Board from time to time pursuant to the management equity incentive plan adopted in accordance with the terms of this Agreement and as in effect from time to time (the "Management Equity Incentive Plan"), up to 6% in the aggregate of all Common Units (on a fully-diluted basis) outstanding on the date hereof. The Incentive Units shall be issued, if at all, pursuant to Incentive Unit Grant Agreements.

(d) Subject to compliance with Section 3.04 and Section 5.16, if applicable, the Board shall have the right to cause the Company to issue (i) additional Units, (ii) any other class or classes of Units having rights, preferences and obligations different from, senior to, junior to or otherwise different from the existing classes of Units, (iii) obligations, evidences of indebtedness or other securities or interests convertible into or exchangeable for Common Units ("Convertible Securities"), and (iv) warrants, options or other rights to purchase or otherwise acquire Common Units, including Convertible Securities (the items described in clauses (i)–(iv), together with all existing Units, collectively, "Equity Securities"). In such event, subject to compliance with Section 3.04, all holders of Equity Securities, including the Members, shall be diluted in an equal manner with respect to such issuances, subject to differences in rights and preferences of different classes, groups and series of Equity Securities.

(e) Upon the receipt of any additional Capital Contributions or the issuance of any additional Units or other Equity Securities, the books and records of the Company will be updated, as applicable, to reflect such additional Capital Contributions or the issuance of any additional Units or other Equity Securities, and such update shall not be deemed to be an amendment to this Agreement.

(f) As permitted pursuant to Section 18-302(a) of the Delaware Act unless otherwise expressly provided herein to the contrary, none of the Members or group of Members shall have any voting rights with respect to the Units, Equity Securities or otherwise.

(g) Unless otherwise determined by the Board, no Units or other Equity Securities shall be certificated.

SECTION 3.02. Incentive Units.[1]

(a) The Management Equity Incentive Plan and/or Incentive Unit Grant Agreement shall include terms with respect to rights, privileges and obligations of the Incentive Units granted thereunder, including provisions relating to vesting and forfeiture, as determined by the Board or any committee granted authority in respect thereof.

(b) The Company and each Member agree to treat each Incentive Unit as a separate "profits interest" within the meaning of Rev. Proc. 93-27, 1993-2 C.B., and

[1] **Note to Draft**: Parties to consider post-signing issuing management equity interests in the partnership through a management feeder partnership.

notwithstanding anything to the contrary in this Agreement, distributions to each Incentive Member (including any additional Incentive Member, if any) pursuant to Section 3.10 shall be limited to the extent necessary so that the Incentive Unit of such Incentive Member qualifies as a "profits interest" under Rev. Proc. 93-27, and this Agreement shall be interpreted accordingly. In the event that distributions to a Member pursuant to Section 3.10 are limited solely as a result of the first sentence of this Section 3.02(b), the Board is authorized to adjust future distributions to the Members in whatever manner it deems appropriate so that, after such adjustments are made, each Member receives, to the maximum extent possible, an amount of distributions equal to the amount of distributions such Member would have received were such sentence not part of this Agreement; provided, that such adjustment does not cause such Incentive Units not to qualify as a "profits interest" for tax purposes. Additionally, in accordance with Rev. Proc. 2001-43, 2001-2 C.B. 191, the Company shall treat an Incentive Member as the owner of such Incentive Unit from the date it is granted, and shall file its IRS form 1065, and issue appropriate Schedule K-1s to such Incentive Member, allocating to such Incentive Member its appropriate distributive share of all items of income, gain, loss, deduction and credit associated with such Incentive Unit (and each Incentive Member agrees to take into account such distributive share in computing its federal income tax liability for the entire period during which it holds the Interest). The Company and each Member agree not to claim a deduction (as wages, compensation or otherwise) for the Fair Market Value of such Incentive Unit issued to an Incentive Member, either at the time of grant of the Incentive Unit or at the time the Incentive Unit becomes substantially vested. The undertakings contained in this Section 3.02(b) shall be construed in accordance with Section 4 of Rev. Proc. 2001-43. The Hurdle Amount applicable to any Incentive Unit issued by the Company shall be specified by the Company at the time of such issuance and shall be determined so as to cause the Incentive Unit to constitute "profits interest" within the meaning of Rev. Proc. 93-27, 1993-2 C.B. 343 as amplified by Rev. Proc. 2001-43, 2001-2 C.B. 191, although the Company shall have no liability for the failure of such Incentive Unit to so qualify. The Board shall increase the Hurdle Amount from time to time by the amount of cash and the Fair Market Value of other property contributed to the capital of the Company (solely in respect of any Common Unit that was outstanding on the date the Incentive Unit was issued) between the date that such Incentive Unit was issued and the date of any distribution thereon. The Board may also make appropriate adjustments to the Hurdle Amount in connection with the redemption of any Common Units. Unless otherwise determined by the Board, the Incentive Unit Grant Agreements shall provide that any Incentive Member who receives Incentive Units shall make a timely and effective election under Section 83(b) of the Code with respect to such Units, and a copy of such election shall be promptly submitted to the Company. The provisions of this Section 3.02(b) shall apply regardless of whether or not the holder of an Incentive Unit files an election pursuant to Section 83(b) of the Code.

(c) The Board is hereby authorized and directed to cause the Company to make an election (the "Safe Harbor Election") to value any interests issued by the Company as compensation for services to the Company (collectively, "Compensatory Interests"), on the date of the issuance, at the liquidation value of such compensatory interests (i.e., a value equal to the amount that would be distributed under Section 3.10 with respect to such Compensatory Interests in a hypothetical liquidation occurring immediately after the issuance of such Compensatory Interests, as the same may be permitted pursuant to or in accordance with the finally promulgated successor rules to Proposed Regulations Section 1.83-3(*l*) and IRS Notice 2005-43 (collectively,

the "Proposed Rules"). The Board shall cause the Company to make any allocations of items of income, gain, deduction, loss or credit (including forfeiture allocations and elections as to allocation periods) necessary or appropriate to effectuate and maintain the Safe Harbor Election.

(i) Any such Safe Harbor Election shall be binding on the Company and on all of its Members with respect to all Transfers of Compensatory Interests thereafter made by the Company while a Safe Harbor Election is in effect. A Safe Harbor Election once made may be revoked by the Board as permitted by the Proposed Rules or any applicable rule.

(ii) Each Member (including any Person to whom a Compensatory Interest is Transferred in connection with the performance of services), by signing this Agreement or by accepting such Transfer, hereby agrees to comply with all requirements of the Safe Harbor Election with respect to all Compensatory Interests Transferred while the Safe Harbor Election remains effective.

(iii) The Board shall file or cause the Company to file all returns, reports and other documentation as may be required to perfect and maintain the Safe Harbor Election with respect to transfers of Compensatory Interests covered by such Safe Harbor Election.

(iv) The Board is hereby authorized and empowered, without further vote or action of the Members, to amend the Agreement as necessary to comply with the Proposed Rules or any rule, in order to provide for a Safe Harbor Election and the ability to maintain or revoke the same, and shall have the authority to execute any such amendment by and on behalf of each Member. Any undertakings by the Members necessary to enable or preserve a Safe Harbor Election may be reflected in such amendments and to the extent so reflected shall be binding on each Member, respectively.

(v) Each Member agrees to cooperate with the Board to perfect and maintain any Safe Harbor Election, and to timely execute and deliver any documentation with respect thereto reasonably requested by the Board.

SECTION 3.03. Additional Capital Contributions. No Member shall be required to make any additional Capital Contribution to the Company. No Capital Contributions other than those described in Section 3.01 shall be permitted unless otherwise agreed to by the Board, and then only from such Persons and in such amounts as approved by the Board.

SECTION 3.04. Preemptive Rights.

(a) In the event that the Company determines to issue additional Units or other Equity Securities (other than any issuance described in Section 3.04(f) below) to any Person (such Units or other Equity Securities to be issued, collectively, "Preemptive Units"), the Company shall provide written notice thereof setting out the terms of such issuance (an "Issuance Notice") to each Member at least twenty (20) days prior to the date of such issuance. Each Member shall have the right (a "Preemptive Right") to purchase, on the terms and conditions specified in the Issuance Notice, a number of Preemptive Units up to an amount equal to (i) the Member's Percentage Interest multiplied by (ii) the number of Preemptive Units to be issued (such product, the "Offered Preemptive Units"); provided that, for purposes of calculating

a Member's Percentage Interest under the foregoing clause (i), any Member holding an Investor Unit that was issued and outstanding as of the date hereof will be treated as owning 1.2223 Units in respect of each such Investor Unit (with such number subject to rounding so that the number of Preemptive Units as to which the Preemptive Right is applicable is equal to the number of Units held by Holdings, on the one hand, and the holders of Investor Units, take as a whole, on the other hand). A Member may exercise its rights (if any) under this Section 3.04(a) by delivering irrevocable written notice of its election to purchase such Preemptive Units to the Company within ten (10) days after receipt of the Issuance Notice. A delivery of such notice (which notice shall specify the number of Preemptive Units requested to be purchased by the Member submitting such notice) by such Member shall constitute a binding agreement of such Member to purchase, at the price and on the terms and conditions specified in the Issuance Notice, the number of Preemptive Units specified in such Member's notice. If, at the end of such ten (10) day period, any Member has not exercised its right to purchase any of its pro rata share of such Preemptive Units, such Member shall be deemed to have waived all of its rights under this Section 3.04 with respect to, and only with respect to, the purchase of such Preemptive Units specified in the Issuance Notice, and such Member's Percentage Interest shall be decreased accordingly as a result of the issuance of such new Units. Notwithstanding anything herein to the contrary, in the event that the Preemptive Right pursuant to this Section 3.04 is exercisable by the Carlyle Investor or any of its Permitted Transferees, the Carlyle Investor or such Permitted Transferee may designate a Permitted Transferee thereof to exercise such Preemptive Right and purchase the Offered Preemptive Units (provided if such purchaser ceases to remain a Permitted Transferee it must Transfer any Offered Preemptive Units so purchased to the Carlyle Investor or one of its Permitted Transferees).

(b) Upon the Company's decision to raise additional capital under this Section 3.04 under circumstances in which the Members have a Preemptive Right, if any Member elects not to provide all of such capital under Section 3.04(a) (the difference between the total number of Preemptive Units and the number of Preemptive Units for which Members exercised their Preemptive Right, the "Excess Units"), each Member otherwise purchasing the full number of such Member's Offered Preemptive Units shall have the right to purchase a number of Excess Units equal to such Member's pro rata share of any Excess Units, based on the number of Offered Preemptive Units such Member agreed to purchase, until either (i) no Excess Units remain or (ii) no Members are willing to purchase additional Excess Units.

(c) If at the end of the one-hundred and eightieth (180th) day after the delivery of an Issuance Notice (as such period may be extended to obtain any required regulatory approvals), the Company has not completed the issuance, each Member that has elected to participate in accordance with Section 3.04(a) shall be released from such Member's obligations under the written commitment, the Issuance Notice shall be null and void, and it shall be necessary for a separate Issuance Notice to be furnished, and the terms and provisions of this Section 3.04 separately complied with, in order to consummate such issuance.

(d) The closing of any issuance of Preemptive Units to the Members pursuant to this Section 3.04 shall take place at the time and in the manner provided in the Issuance Notice, as it may be updated from time to time by the Company. The Company shall not be under any obligation to consummate any proposed issuance of Preemptive Units, nor shall there be any liability on the part of the Company or the Company to any Member if the Company has

not consummated any proposed issuance of Preemptive Units for whatever reason, regardless of whether the Company shall have delivered an Issuance Notice in respect of such proposed issuance.

(e) In the event the Company determines that there is a need for capital and that there is insufficient time to apply the process in Section 3.04(a) and Section 3.04(b), the Company may offer and sell Units or other Equity Securities subject to the Preemptive Right without first offering such Units or other Equity Securities to each Member or complying with the procedures of Section 3.04(a), so long as each Member receives written notice of such sale and thereafter is given the opportunity to purchase such Member's respective Percentage Interest of such new Units or other Equity Securities (inclusive of any additional Units or other Equity Securities issued to such Member pursuant to this Section 3.04(e)), in each case within forty-five (45) days after the close of such sale for the same price and otherwise on substantially the same terms and conditions as such sale.

(f) Notwithstanding anything to the contrary in this Agreement, the Preemptive Right and the provisions of Section 3.04(a) through Section 3.04(e) shall not apply to (i) issuances of Units or other Equity Securities to employees, consultants, Officers or directors of the Company or any of its Subsidiaries, as applicable, pursuant to the Management Equity Incentive Plan, (ii) issuances of Units or other Equity Securities upon exercise, conversion or exchange of Equity Securities issued in accordance with the terms of this Agreement, (iii) issuances or sales in, or in connection with, a Public Offering, (iv) issuances of Units or other Equity Securities as consideration for the acquisition of or investment in a Person (whether through the purchase of securities, a merger, consolidation, purchase of assets or otherwise), (v) issuances of Units or other Equity Securities to a lender in connection with a debt financing with such lender, (vi) issuances of Units or other Equity Securities in connection with a joint venture, strategic alliance or strategic commercial arrangement with another Person, or (vii) any issuance by the Company of any Units or other Equity Securities issued by the Company to give effect to any dividend or distribution, split, reverse split, subdivision or combination or other similar pro rata recapitalization event affecting any class or series of Units or other Equity Securities.

(g) The rights under this Section 3.04 shall terminate upon the occurrence of a Liquidity Event.

SECTION 3.05. Claims of Members. The Members shall have no right to the return of their Capital Contributions, if any, and shall have no recourse against the Company or any Covered Person for the return of such amount other than as specifically provided herein. No Member will receive any interest with respect to its Capital Contribution, Capital Account or otherwise in its capacity as a Member.

SECTION 3.06. Capital Accounts.

(a) A capital account (a "Capital Account") will be established on the books of the Company for each Member and such Capital Account shall be maintained and adjusted as provided for herein.

(b) To each Member's Capital Account, there shall be credited the amount of cash and the initial Book Value of any property contributed by such Member to the capital of the Company, such Member's distributive share of each item of Net Profit allocated to such Member's Capital Accounts, or any items in the nature of income or gain which are specially allocated to such Member, all in accordance with and as provided in Section 3.07 and Section 3.08, and the amount of any Company liabilities assumed by such Member or which are secured by any property distributed to such Member.

(c) From each Member's Capital Account, there shall be debited the amount of cash and the Book Value of any property distributed to such Member, such Member's distributive share of each item of Net Loss allocated to such Member's Capital Account, or any items in the nature of expenses or losses which are specially allocated to such Member, all in accordance with Section 3.07 and Section 3.08, and the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

(d) In the event that any Units in the Company are transferred for tax purposes, the transferee of such Units shall succeed to the portion of the transferor's Capital Account attributable to such Units, and the Capital Accounts of the transferor and the transferee shall be adjusted to reflect the subtraction or addition, respectively, of such portion.

(e) Each Member's Capital Account shall be adjusted in such manner as Holdings determines is necessary or desirable to comply with Section 704(b) and any other provision of the Code, and this Section 3.06 shall be applied in a manner consistent therewith.

SECTION 3.07. Allocations. After giving effect to the special allocations set forth in Section 3.08, below, and except as may otherwise be provided in this Agreement, Net Profits or Net Losses (or any items thereof) for any period shall be allocated at the end of such period and at such times as the Book Values of any Company asset is adjusted pursuant to the definition of Book Value set forth above, among the Members as follows: All Net Profits and all Net Losses (or items thereof) for any period shall be allocated among the Members so as to, as nearly as possible, increase or decrease, as the case may be, each such Person's Capital Account balance to the extent necessary such that the Capital Account balance of each such Member is equal to the Targeted Capital Account balance of each such Member. For this purpose, the "Targeted Capital Account" with respect to any Member shall, as of any given point in time, mean an amount equal to (a) the hypothetical amount that such Member would receive if the Company were, hypothetically, dissolved, its assets sold for their respective Book Values, its liabilities satisfied in accordance with their terms and all remaining amounts were distributed to the Members as of such time in accordance with Section 3.10(a)(ii), below, immediately after making such allocations, minus (b) the sum of (i) such Member's share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain immediately prior to such deemed sale, plus (ii) the amount (if any) which such Member is obligated to contribute to the capital of the Company pursuant to the terms of this Agreement (but only to the extent such contribution obligation has not been taken into account in determined such Member's share of Member Nonrecourse Debt Minimum Gain). For this purpose any Incentive Units that are subject to time vesting restrictions (as opposed to performance-based vesting restrictions) shall be treated as if they were vested. The intent of the foregoing allocation is to comply with Treasury Regulations

Section 1.704-1(b) and to ensure that the Members receive allocations of Net Profits and Net Losses (and items thereof) pursuant to this Section 3.07 in accordance with their relative economic interests in the Company.

SECTION 3.08. Regulatory Allocations.

(a) Notwithstanding any other provision in this ARTICLE III to the contrary, no allocation of income, gain, profit, deduction, loss, or expense will be made unless it would be considered under the Treasury Regulations promulgated under Code Section 704(b) either to have substantial economic effect or to be in accordance with the Members' interests in the Company. To the extent necessary to comply with the foregoing, in lieu of the allocations set forth in Section 3.07, above, the Board shall cause the Company's income, gain, profit, deductions, losses, or expenses, or any items thereof, to be reallocated among the Members in such manner as the Board reasonably determines to be fair and appropriate and consistent with the provisions of the Treasury Regulations promulgated under Code Section 704(b), including the provision of Treasury Regulations Section 1.704-2(f) (the minimum gain chargeback rules), Section 1.704-2(i)(4) (Member nonrecourse debt minimum gain chargeback rules) and Section 1.704-1(b)(2)(ii)(d) (the qualified income offset rules), each of which is hereby incorporated by this reference.

(b) If the Board determines that a Member's Capital Account balance would otherwise have a deficit balance that exceeds the maximum deficit balance that would be permitted under the 704(b) Regulations, special allocations of the Company's income, gain, profit (or items thereof) may be made, as reasonably determined by the Board, to such Member, or special allocations of the Company's deductions, losses or expenses (or items thereof) may be made, as reasonably determined by the Board, to the other Members.

(c) If special allocations are made under this Section 3.08 (the "Regulatory Allocations"), the Board may take such Regulatory Allocations into account in making subsequent allocations of the Company's income, gain, profit, losses, deductions, and expenses (or items thereof), and may make such further special allocations as may be necessary or appropriate, in the Board's reasonable discretion, so as to prevent the Regulatory Allocations from distorting the manner in which the Company distributions are intended to be divided among the Members pursuant to this Agreement.

SECTION 3.09. Allocations for Federal Income Tax Purposes; Negative Balances; Withdrawal of Capital.

(a) All matters concerning allocations for federal, state and local and foreign income tax purposes, including accounting procedures, not expressly provided for by the terms of this Agreement shall be determined by the Board, subject to Section 5.16(a)(xvi).

(b) No Member shall have any obligation to the Company or any other Member to restore any negative balance in such Member's Capital Account. No Member may withdraw capital or receive any distributions except as specifically provided in this Agreement.

(c) In accordance with Section 704(c) of the Code and the Treasury Regulations promulgated thereunder, income, gain, loss and deduction ("Tax Allocations") with

respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take into account any variation between the adjusted basis of such property to the Company for federal income tax purposes and its initial Book Value. In the event the Book Value of any asset of the Company is adjusted pursuant to the provisions of the definition of Book Value, subsequent Tax Allocations with respect to such asset shall take into account any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value in the same manner as under Code Section 704(c) and the Treasury Regulations promulgated thereunder. At the written request of the Carlyle Investor, the Company shall elect to use the "remedial allocation" method (within the meaning of Treasury Regulations Section 1.704-3(d)) with respect to property contributed (or deemed contributed) to the Company by Holdings in connection with the purchase of Investor Units by the Carlyle Investor pursuant to the Investment Agreement. All other material elections or decisions relating to such Tax Allocations shall be approved by the Board, subject to Section 5.16(a)(xvi). Allocations pursuant to this Section 3.09(c) are solely for purposes of federal, state and local taxes and shall not affect, or in any way, be taken into account in computing any Member's Capital Account or share of Net Profits, Net Losses, or other items, or distributions pursuant to any provision of this Agreement.

SECTION 3.10. Distributions.

(a) Except as otherwise provided in this Section 3.10 or Section 3.11, subject to Section 5.16(a)(ii), the Board may in its sole discretion (but shall not be obligated to) make distributions at any time or from time to time to the Members as follows:

(i) for any distribution made other than in connection with a Capital Event, (I) a portion of such distribution equal to (x) the aggregate number of vested Incentive Units as a percentage of (y) all Vested Units, to the Incentive Members (to the extent such Incentive Members have vested Incentive Units and subject to Section 3.10(b)), pro rata in accordance with their respective numbers of vested Incentive Units, and (II) the remainder of such distribution to the Common Members, allocated 55% to Holdings (and its Permitted Transferees) and 45% to the holders of Investor Units pro rata based on the number of Investor Units held by them;

(ii) for any distribution of proceeds resulting from a Capital Event, (I) a portion of such distribution equal to (x) the aggregate number of vested Incentive Units as a percentage of (y) all Vested Units, to the Incentive Members (to the extent such Incentive Members have vested Incentive Units and subject to Section 3.10(b)), pro rata in accordance with their respective numbers of vested Incentive Units, and (II) the remainder as follows:

A. *first*, until such time as an aggregate of $400,000,000 of proceeds shall have been distributed pursuant to this clause (II) of this Section 3.10(a)(ii), (1) 100% to the holders of Investor Units pro rata based on the number of Investor Units held by them, until such time that the aggregate amount distributed to such holders under this Section 3.10 (collectively with any prior distributions to such Persons) shall equal 50% of the aggregate amounts distributed to Holdings (and its Permitted Transferees) and to the holders of Investor Units under this Section 3.10 (collectively with any prior distributions to such Persons), and then (2) 50% to

Holdings (and its Permitted Transferees) and 50% to the holders of Investor Units pro rata based on the number of Investor Units held by them;

B. *second*, as to any proceeds distributed pursuant to this clause (II) of this Section 3.10(a)(ii) (when aggregated with all prior distributions under such clause (II)) in excess of $400,000,000 but not more than $500,000,000, 60% to Holdings (and its Permitted Transferees) and 40% to the holders of Investor Units pro rata based on the number of Investor Units held by them;

C. *third*, as to any proceeds distributed pursuant to this clause (II) of this Section 3.10(a)(ii) (when aggregated with all prior distributions under such clause (II)) in excess of $500,000,000 but not more than $600,000,000, 64% to Holdings (and its Permitted Transferees) and 36% to the holders of Investor Units pro rata based on the number of Investor Units held by them;

D. *fourth*, as to any proceeds distributed pursuant to this clause (II) of this Section 3.10(a)(ii) (when aggregated with all prior distributions under such clause (II)) in excess of $600,000,000 but not more than $700,000,000, 68% to Holdings (and its Permitted Transferees) and 32% to the holders of Investor Units pro rata based on the number of Investor Units held by them;

E. *fifth*, as to any proceeds distributed pursuant to this clause (II) of this Section 3.10(a)(ii) (when aggregated with all prior distributions under such clause (II)) in excess of $700,000,000 but not more than $800,000,000, 72% to Holdings (and its Permitted Transferees) and 28% to the holders of Investor Units pro rata based on the number of Investor Units held by them;

F. *sixth*, as to any proceeds distributed pursuant to this clause (II) of this Section 3.10(a)(ii) (when aggregated with all prior distributions under such clause (II)) in excess of $800,000,000 but not more than $900,000,000, 76% to Holdings (and its Permitted Transferees) and 24% to the holders of Investor Units pro rata based on the number of Investor Units held by them; and

G. *seventh*, as to any remaining proceeds, 60% to Holdings (and its Permitted Transferees) and 40% to the holders of Investor Units pro rata based on the number of Investor Units held by them.

The percentages set forth above in this clause (ii) shall be adjusted (by the Board (including a majority of the Carlyle Investor Managers)) to account for the issuance (which issuance is subject to Section 5.16(a)(iv)) following the date hereof of any additional Units or other Equity Securities following the date hereof to Holdings (and its Permitted Transferees), the holders of Investor Units or any Other Investors.

In the event any other Person who is not a Permitted Transferee of Holdings or the Carlyle Investor shall have been Transferred Units from any such Member in compliance with Article VI hereof, such other Person shall, solely for purposes of this Section 3.10, be deemed treated as a Permitted Transferee of Holdings or the Carlyle Investor, as the case may be.

(b) Notwithstanding the foregoing or anything to the contrary in this Agreement, no holder of a vested Incentive Unit shall be entitled to receive any distributions (other than Tax Distributions, to the extent applicable) pursuant to Section 3.10(a) with respect to such Incentive Unit unless and until distributions (for the purposes of clarity, including Tax Distributions) in respect of one (1) Common Unit to the holders of each Common Unit that was outstanding at the time of the issuance of such Incentive Unit have been made after the issuance of such Incentive Unit (on a cumulative basis) pursuant to Section 3.10(a)) equal to the Hurdle Amount with respect to such Incentive Unit, and then such holder of a vested Incentive Unit shall only be entitled to receive, with respect to such vested Incentive Unit, distributions made after such time and priority (i.e., only in excess of such Hurdle Amount).

(c) Notwithstanding anything to the contrary in this Agreement, the portion of any distribution (other than a Tax Distribution) that would have been made with respect to any unvested Incentive Unit were it vested at the time of such distribution shall not be distributed with respect to such unvested Incentive Unit and shall instead be distributed solely with respect to Common Units and vested Incentive Units (to the extent such vested Incentive Units are eligible to receive distributions pursuant to Section 3.10(a) taking into account Section 3.10(b)), pursuant to the provisions of Section 3.10(a) applied as though no unvested Incentive Units were outstanding. In the event that (i) one or more amounts are not distributed with respect to an unvested Incentive Unit pursuant to the immediately preceding sentence, and (ii) such unvested Incentive Unit subsequently vests, the Company shall, prior to making any distribution with respect to any other Units pursuant to Section 3.10, make distributions with respect to such Incentive Unit in an aggregate amount equal to the sum of all distributions that would have been made with respect to such Incentive Unit under Section 3.10(a) (taking into account Section 3.10(b)) if it had been a vested Incentive Unit beginning on the date of its original issuance (a "Catch-Up Distribution"). In the event that Catch-Up Distributions are to be made hereunder in respect of more than one Incentive Unit, such Catch-Up Distributions shall be made pro rata among the holders of such Incentive Units in proportion to their unpaid Catch-Up Distributions. In the event that any unvested Incentive Unit is repurchased or forfeited (or otherwise becomes incapable of vesting) pursuant to the terms governing such Incentive Units (including the Management Equity Incentive Plan and the Incentive Unit Grant Agreement), then the holder of such unvested Incentive Unit shall not be entitled to receive or retain any distributions other than any Tax Distributions previously made with respect to such unvested Incentive Unit.

(d) Notwithstanding the provisions of Section 3.10(a), in connection with the Closing, the Company shall make a one-time cash payment to Holdings in an amount not to exceed $10,000,000, in accordance with the express terms and subject to the conditions set forth in the Investment Agreement, which amount shall not be deemed a distribution for purposes of this Agreement.

SECTION 3.11. Tax Distributions. Notwithstanding the provisions of Section 3.10, prior to making any distributions pursuant to Section 3.10(a) and out of funds of the Company legally available therefor, net of any reserves and subject to any limitations on such distributions under the Delaware Act or any credit or similar financing agreement to which the Company or any of its Subsidiaries is bound, the Company shall make quarterly distributions to the Members until each Member has received an amount equal to its Tax Amount with respect to each such period (each, a "Tax Distribution"). Tax Distributions shall be treated as advances

against future distributions under Section 3.10(a). Any amounts distributed to a Member pursuant to this Section 3.11 shall reduce (on a dollar-for-dollar basis until fully recovered) any distribution to which a Member is otherwise entitled under Section 3.10(a). Tax Distributions will be paid so as to enable the Members (or their direct or indirect equity owners) to pay their quarterly estimated tax payments, using as payment dates the estimated tax due dates applicable to corporations and based on the good faith estimate of the Board of taxable income to be allocated to such Member. If, on the date the Company makes any Tax Distribution pursuant to this Section 3.11, the Company does not have an amount of available cash sufficient to enable the Company to distribute to all the Members the aggregate Tax Amounts to which they are entitled pursuant to this Section 3.11, then the Company will distribute to each Member an amount equal to: (a) the Tax Amount to which such Member is entitled pursuant to this Section 3.11; multiplied by (b) a fraction, the numerator of which is the amount of the Company's available cash and the denominator of which is the aggregate Tax Amounts to which all the Members are entitled pursuant to this Section 3.11.

SECTION 3.12. General Limitation. Notwithstanding any provision to the contrary in this Agreement, the Company shall not make any distributions if doing so would violate, or is not permitted under, the terms of the Exit Debt Financing or other credit facility of the Company or the Delaware Act.

SECTION 3.13. Distributions in Kind. All distributions under this ARTICLE III shall be in cash unless the Board elects to make such distributions in whole or in part in kind (in which case such distributions in kind shall be distributed to the Members in the same proportion that cash received upon the sale of such property at the Fair Market Value thereof would have been distributed to the Members pursuant to Section 3.10). For purposes of this Agreement, including for purposes of determining amounts distributable to any Member under Section 3.10 or 10.03 and for purposes of the allocations under ARTICLE II, any property to be distributed in kind shall be assigned a Fair Market Value, and such Fair Market Value shall be treated for all purposes hereof as a like amount of cash. The repurchase of Units or other Equity Securities and the formation of a new company in connection with a Public Offering shall not be deemed distributions for this purpose.

ARTICLE IV

ACCOUNTING AND TAX MATTERS

SECTION 4.01. Partnership Representative. Holdings or its designee shall act as the "partnership representative" of the Company within the meaning of Section 6223 of the Code, and in any similar capacity under applicable state or local tax Law and shall have all of the rights, authority and power to the extent provided in the Code, the Treasury Regulations and applicable state or local tax Law (the "Partnership Representative"). The Partnership Representative shall represent the Company in all tax matters to the extent allowed by Law and shall appoint a "designated individual" pursuant to Treasury Regulation Section 301.6223-1(b). The Partnership Representative shall (i) inform each Member of all significant matters that come to its attention in its capacity as the Partnership Representative by giving notice thereof reasonably promptly after becoming aware thereof, (ii) within a reasonable time, forward to each Member copies of all significant written communications it receives and submits in its capacity

as the Partnership Representative and (iii) to the extent not provided under clause (i) or (ii), furnish to each Member periodic reports of any significant developments that come to its attention in its capacity as the Partnership Representative and that occur during the pendency of any administrative or judicial tax proceeding that involves the Company or any of its Subsidiaries reasonably promptly after the occurrence of such significant developments. Without limiting any other rights expressly granted to the Carlyle Investor pursuant to this Agreement and subject to Section 5.16(a)(xvi), to the extent permitted by applicable law, the Carlyle Investor (and its representatives) shall be entitled to participate at its own expense in any material tax audit or proceeding with respect to Taxes of the Company or any of its Subsidiaries (including by receiving copies of all material correspondence and by being permitted to attend meetings and conference calls). Reasonable expenses incurred by the Partnership Representative in connection with the performance of its duties under this Article IV shall be borne by the Company, which shall reimburse the Partnership Representative therefor, except to the extent arising from the bad faith, gross negligence, willful violation of law, fraud or breach of this Agreement by the Partnership Representative.

SECTION 4.02. Tax Proceedings. The Company shall make a timely and valid election out of the application of subchapter C of chapter 63 of the Code in accordance with the procedures described in Treasury Regulations Section 301.6221(b)-1(c) to the extent permitted by Law. In the event such election is not made, then unless otherwise agreed by both the Partnership Representative and the Carlyle Investor, the Company shall elect to apply Section 6226 of the Code with respect to any "imputed underpayment" within the meaning of Section 6225(b) of the Code (an "Imputed Underpayment") resulting from any adjustment with respect to any partnership item. If such election under Section 6226 of the Code is not made, the Partnership Representative shall take reasonable measures to seek to minimize any taxes, interest and penalties payable by the Company, and to the extent any Imputed Underpayment is modified pursuant to Section 6225(c)(3) or (4) of the Code, the economic benefit resulting from such modification shall be allocated to the Member to which such modification is attributable. Each Member and former Member shall indemnify the Company for any Imputed Underpayment and any penalties or interest with respect thereto (collectively, an "Imputed Underpayment Amount") attributable to such Member or former Member in respect of an interest in the Company held thereby during the applicable "review year" (within the meaning of Section 6225(d) of the Code). The Board shall reasonably determine the portion of an Imputed Underpayment Amount attributable to each Member and/or former Member. Any portion of an Imputed Underpayment Amount that the Board attributes to a former Member of the Company shall be an obligation of such former Member and any third-party transferee or assignee of such former Member. Imputed Underpayment Amounts also shall include any Imputed Underpayment paid (or payable) by any entity treated as a partnership for U.S. federal income tax purposes in which the Company holds (or has held) a direct or indirect interest other than through entities treated as corporations for U.S. federal income tax purposes to the extent that the Company bears the economic burden of such amounts, whether by Law or contract. The Members agree to reasonably cooperate with the Company as necessary to carry out the intent of this Section 4.02. The provisions of this Section 4.02 shall survive the termination of any Member's interest in the Company, the termination of this Agreement and the termination of the Company and shall remain binding on each Member for the period of time necessary to resolve with the Internal Revenue Service (or any other applicable taxing authority) all income tax matters relating to the Company and for Members to satisfy their indemnification obligations, if any, hereunder.

SECTION 4.03. Tax Treatment. The Members agree that, upon the purchase of Units by the Carlyle Investor pursuant to the Investment Agreement and in accordance with Rev. Rul. 99-5, 1999-1 C.B. 434, the Company shall be treated as a partnership for purposes of federal, state and local income tax purposes, and the Members further agree not to take any position or make any election, in a tax return or otherwise, inconsistent therewith.

SECTION 4.04. Tax Information. At least fifteen (15) days prior to the estimated tax payment dates applicable to a calendar year corporate taxpayer with respect to each quarter in each Fiscal Year (under current Law, April 15, June 15, September 15 and December 15), and within thirty (30) days after the end of each Fiscal Year, the Company shall provide the Members estimated tax information as is necessary for the Members (or any investor of any Member) to prepare income tax returns and make estimated tax payments on a timely basis. In the case of the Carlyle Investor, the Company shall provide all information set forth on Exhibit C. Within thirty (30) days after the end of each Fiscal Year, each Member shall be supplied with estimated Schedule K-1 information and within ninety (90) days after the end of each Fiscal Year each Member shall be supplied with a Schedule K-1 and such other information, if any, with respect to the Company as may be necessary to permit such Member to finalize its U.S. federal income tax returns, including a statement showing each Member's share of the Company's income, gain or loss, expense and credits for such Fiscal Year for U.S. federal income tax purposes. Reasonably prior to the filing due date for each income and other material tax return filed by the Company, and subject to Section 5.16(a)(xvi), the Company shall provide the Carlyle Investor, for its review and comment, drafts of such tax return, and the Company shall consider in good faith any changes reasonably requested and timely provided by the Carlyle Investor. The Company shall retain Grant Thornton or another nationally recognized accounting firm to identify the states in which each Member is required to file income tax returns with respect to the taxable income of the Company.

SECTION 4.05. Tax Elections. Except as otherwise provided in this Agreement, all elections required or permitted to be made by the Company under the Code (or other applicable tax Law) and all material decisions with respect to the calculation of its taxable income or tax loss or other tax items under the Code (or other applicable tax Law) or any other matter encompassed by this ARTICLE IV shall be made in such manner as may be reasonably determined by the Board; provided, however, that the Company shall not make an entity classification election to be treated as a corporation for U.S. federal or applicable state income tax purposes without the consent of the Carlyle Investor and Holdings, and the Company shall make an effective election with respect to itself (or cause an effective election to be made with respect to any applicable Subsidiary) under Section 754 of the Code upon the request of the Carlyle Investor or Holdings.

SECTION 4.06. Tax Withholding. Notwithstanding any provision in this Agreement to the contrary, the Company is authorized to take any and all actions that it determines to be necessary or appropriate to insure that the Company satisfies its withholding and tax payment obligations under Section 1441, 1445, 1446, 1471, 1472 or any other provision of the Code (or other applicable Law). The Company may withhold or pay any amounts (including an Imputed Underpayment Amount) that the Board reasonably determines is required to be withheld or paid from any amounts otherwise distributable or awarded by grant to any Member under any provision of this Agreement and such amount shall be deemed to have been

distributed to such Member for purposes of applying ARTICLE III. In the event that the distributions or proceeds to the Company or any Subsidiary of the Company are reduced on account of taxes withheld at the source or any taxes are otherwise required to be paid by the Company (including any Imputed Underpayment Amount) and such taxes are allocable to one or more of the Members as reasonably determined by the Board, the amount of the reduction shall be borne by the relevant Members and treated as if it were received by the Company and paid with respect to such Members. In the event that the Company withholds or pays tax in respect of any Member for any period in excess of any amounts otherwise distributable to such Member for such period (or if there is a determination by any taxing authority that the Company should have withheld or paid any tax for any period in excess of the tax, if any, that it actually withheld or paid for such period), such excess amount (or such additional amount) shall be reimbursed promptly by such Member to the Company upon prior written notice accompanied by a reasonably detailed statement of such excess. The provisions contained in this Section 4.06 shall survive the dissolution of the Company and the withdrawal of any Member or the Transfer of any Member's interests in the Company and shall apply to any current or former Member.

SECTION 4.07. Other Member Obligations. Promptly upon request, each Member shall provide the Company with information related to such Member necessary (a) to allow the Company to comply with any tax reporting, tax withholding or tax payment obligations of the Company or (b) to establish the Company's legal entitlement to an exemption from, or reduction of, withholding or other taxes or similar payments, including U.S. federal withholding tax under Sections 1471 and 1472 of the Code. A Member who acquires a Unit shall promptly furnish to the Company such information as the Company shall reasonably request to enable it to compute the adjustments required by Section 755 of the Code and the Treasury Regulations thereunder.

ARTICLE V

MANAGEMENT OF THE COMPANY; MANAGERS; OFFICERS

SECTION 5.01. Board of Managers.

(a) In addition to the powers and authorities expressly conferred by this Agreement upon the board of managers (the "Board") of the Company, the full and entire management of the business and affairs of the Company shall be exclusively vested in the Board which shall have and may exercise all of the powers that may be exercised or performed by the Company. Except with respect to certain responsibilities assigned to the Partnership Representative and subject to any required approval under Section 5.16, the Board shall have full and complete authority, power and discretion to (i) manage and control the day-to-day management and operating decisions and determinations relating to the operations and business of the Company, as the Board may delegate to the Officers, and (ii) do all things and take all actions necessary to carry out the terms and provisions of this Agreement, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business. Any consent, approval, determination or other action to be made by or taken by the Board shall be made or taken in the sole and absolute discretion of each Manager after consideration of any information that such Manager deems relevant for such purpose.

(b) The Company can only act and bind itself through the action of the Board and through the action of the Officers, employees, agents or attorneys-in-fact of the Company if and to the extent appointed and authorized by the Board to act in respect of such matter.

(c) No Member, by reason of such Member's status as such, shall have any authority to act for or bind the Company.

(d) Except as expressly provided to the contrary in this Agreement, (i) each Member hereby consents to the exercise by the Board of all such powers and rights conferred on them by the Delaware Act and this Agreement with respect to the management and control of the Company, (ii) no Member shall have any right to vote on, consent to or approve any action taken by the Board or the Company and its Subsidiaries (except as expressly provided herein), and (iii) to the fullest extent permitted by Law, each Member hereby waives any other right to vote on, consent to or approve any act to be taken by the Company and its Subsidiaries or matter considered by the Board (except as expressly provided herein).

SECTION 5.02. Number, Tenure and Qualification; Managers; Observer.

(a) Subject to Section 5.02(c), the Board shall initially consist of eight (8) natural persons (each a "Manager", and collectively, the "Managers"): (i) four (4) being the Managers designated by Holdings (the "Holdings Managers"), (ii) three (3) being the Managers designated by the Investor Representative (the "Carlyle Investor Managers"), and (iii) one (1) being an independent Person designated by the Board and approved by Gulfstream to the extent required by Section 6.8 of the Gulfstream APA (the "Gulfstream Manager"), provided, that, notwithstanding anything contained herein, the Gulfstream Manager shall only be permitted to exercise the consent right set forth in Section 5.17 and shall not take part in, or be considered for purposes of determining a quorum or the number of votes required for approval in connection with, any other vote, consent, approval, determination or other action to be made by or taken by the Board. The following individuals shall be appointed as the Holdings Managers as of the date of this Agreement: [●][2]. The following individuals shall be appointed as the Carlyle Investor Managers as of the date of this Agreement: [●]. [●] shall be appointed as the Gulfstream Manager as of the date of this Agreement.

(b) Milann Siegfried shall be designated as an "Emeritus" Board member, and in such capacity, shall be entitled to attend all meetings of the Board, participate in all deliberations of the Board and receive copies of all materials provided to the Board; provided, that she shall have no voting rights with respect to actions taken or elected not to be taken by the Board and shall not be counted in determining whether there is a quorum.

(c) Subject to compliance with Section 5.16(a)(xii), the Board may from time to time increase the number of Managers and designate such additional Managers.

(d) Each Member agrees that such Member shall take all actions necessary or desirable within such Member's control (whether in such Member's capacity as a member, Manager, member of a Board committee or Officer of the Company or otherwise, and including

[2] **Note to Draft**: Names of Holdings Managers to be provided by the Confirmation Hearing Date.

attendance at meetings in person or by proxy for purposes of obtaining a quorum and execution of written consents in lieu of meetings), and the Company shall take all necessary and desirable actions within its control (including calling special Board meetings), to cause the individuals designated in accordance with Section 5.02(a) to be elected or re-elected as Managers and to be maintained in such positions at all such times. If any Member fails or refuses to vote his or her Units (solely to the extent such vote is required by Law) or take any action over which it is required to take in order to effectuate this Section 5.02, without further action of the Company, the Company's Chief Executive Officer shall have an irrevocable proxy to vote (solely to the extent such vote is required by Law), or an irrevocable power of attorney to execute or take any other action, in respect of such Member's Units solely for the purposes of implementing the Board composition contemplated by this Section 5.02, and each Member hereby grants to the Chief Executive Officer such irrevocable proxy and irrevocably appoints such Chief Executive Officer as his, her or its attorney-in-fact for such purpose.

(e) A Manager shall hold office for the term for which such Manager is appointed and thereafter until his or her successor shall have been appointed and qualified, or until the earlier death, resignation or removal of such Manager. Managers need not be Members or residents of the State of Delaware.

SECTION 5.03. Quorum and Manner of Acting. A majority of the Managers then in office shall constitute a quorum for the transaction of business at any meeting; provided, that the presence of at least one (1) Carlyle Investor Manager shall be required for a quorum; provided further, that if a meeting is adjourned due to a lack of a quorum, and the sole reason therefor was the failure of a Carlyle Investor Manager to be present, then at a meeting duly reconvened in accordance with Section 5.07, a quorum shall consist of a majority of the Managers then on the Board without the need for a Carlyle Investor Manager to be present. Subject to Section 5.16, action of the Board shall be authorized by the vote of a majority of the Managers present at the time of the vote if there is a quorum, unless otherwise provided by this Agreement; provided, that if any Holdings Manager or Carlyle Investor Manager shall not be present in person or proxy, any other Holdings Manager or Carlyle Investor Manager, as the case may be, shall be entitled to be designated (including by email) to vote for and serve on behalf of such absent Manager for purposes of determining a quorum and for voting on any matter. In the absence of a quorum, a majority of the Managers present may adjourn any meeting from time to time until a quorum is present.

SECTION 5.04. Place of Meetings. Meetings of the Board may be held at any place in or outside of the State of Delaware. In the absence of any prior designation, meetings of the Board or any committee thereof shall be held at the principal executive office of the Company.

SECTION 5.05. Annual and Regular Meetings. Meetings, if any, of the Board, shall be held on notice provided in Section 5.07. Regular meetings of the Board (or any committee thereof) shall be held at such times and places as the Board (or any committee thereof) determines. If the day fixed for a regular meeting is a legal holiday, the meeting shall be held on the next Business Day.

SECTION 5.06. Special Meetings. Special meetings of the Board (or any committee thereof) may be called by any of the Managers in accordance with Section 5.07.

SECTION 5.07. Notice of Meetings; Waiver of Notice. Notice of the time and place of each meeting of the Board (or any committee thereof), including any reconvened meeting, shall be given to each Manager by mailing it to him or her at his or her residence or usual place of business at least three (3) Business Days before the meeting, or by delivering, telephoning, telegraphing it or sending it by e-mail, electronic calendar invitation, facsimile or other electronic transmission to him or her at least two (2) days before the meeting. Notice of a special meeting shall also state the purpose or purposes for which the meeting is called. Notice need not be given to any Manager who submits a waiver of notice by any means of delivery (including e-mail, fascimile or other electronic transmission) before or after the meeting or who attends the meeting without protesting at the beginning of the meeting the transaction of any business because the meeting was not lawfully called or convened. Except with respect to any adjournment of any meeting due to lack of a quorum, notice of any adjournment of any meeting need not be given, other than by announcement at the meeting at which the adjournment is taken.

SECTION 5.08. Committees. The Board may, from time to time, designate one or more committees, and the Investor Representative shall have the right to appoint at least one (1) Carlyle Investor Manager to any such committees. Any such committee, to the extent provided in the enabling resolution or this Agreement, shall have such authority of the Board as may be delegated thereto by the Board. At every meeting of any such committee, the presence of a majority of all the members thereof (including at least one (1) Carlyle Investor Manager) shall constitute a quorum; provided, that if a meeting is adjourned due to a lack of a quorum, and the sole reason therefor was the failure of a Carlyle Investor Manager to be present, then at a meeting duly reconvened in accordance with Section 5.07, a quorum shall consist of a majority of the Managers then on such committee without the need for a Carlyle Investor Manager to be present. The affirmative vote of a majority of the members present shall be necessary for the adoption of any resolution. The Board may dissolve any committee at any time.

SECTION 5.09. Board or Committee Action Without a Meeting. Any action required or permitted to be taken by the Board or by any committee of the Board may be taken without a meeting if a consent in writing or by electronic transmission setting forth the action so taken is executed by Managers representing at least the minimum number of Managers that would be required to authorize or take such action at a meeting of the Board (or a committee thereof) (and including at least one (1) Carlyle Investor Manager); provided, that, absent exigent circumstances, notice of a proposed action is delivered to each member of the Board at least one (1) Business Day prior to such action and in any event such notice is delivered to each member of the Board at the same time. Prompt notice of such written consent shall be given by the Company to those members of the Board, if any, who do not execute such written consent; provided, that the failure to give such timely notice shall not affect or invalidate the action so taken. The resolutions, written consents or electronic transmissions of the members of the Board or the committee shall be filed with the minutes of the proceeding of the Board or of the committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

SECTION 5.10. Participation in Board or Committee Meetings by Conference Telephone. Any or all members of the Board or of any committee of the Board may participate in a meeting of the Board or of any committee by means of a conference telephone or other communications equipment allowing all Persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at the meeting.

SECTION 5.11. Resignation and Removal of Managers. Any Manager may be removed from the Board (with or without cause) at any time by the written request of the Person(s) entitled to designate such Manager pursuant to Section 5.02(a); provided, that any such Manager that such Person(s) no longer remains entitled to appoint under Section 5.02(a) may be removed (with or without cause) by Members holding a majority of the Common Units. Any Manager may resign at any time by delivering his or her resignation in writing or electronic transmission to the Chief Executive Officer of the Company, to take effect at the time specified in the resignation. The acceptance of a resignation, unless required by its terms, shall not be necessary to make it effective.

SECTION 5.12. Vacancies. Upon the death, resignation, retirement, incapacity, disqualification or removal (with or without cause) of any Manager, the resulting vacancy shall be filled by the Person(s) entitled to appoint the Manager that created the vacancy in accordance with Section 5.02(a). A Manager elected to fill a vacancy occurring other than by reason of an increase in the number of Managers shall be elected for the unexpired term of his or her predecessor in office. A vacancy occurring by reason of an increase in the number of Managers shall be filled by vote or other action of the Board.

SECTION 5.13. Compensation and Expenses. Managers shall receive such customary and reasonable compensation as the Board determines, together with reimbursement of their reasonable expenses in connection with the performance of their duties; provided, that any increase in compensation with respect to any Manager above the amount previously agreed to by Holdings and the Carlyle Investor as of the date hereof shall require the consent of at least one (1) Carlyle Investor Manager. A Manager may also be paid for serving the Company, its Affiliates (other than Holdings and its Affiliates (provided for such purposes, the Company and its Subsidiaries shall not be deemed Affiliates of Holdings)) or its Subsidiaries in other capacities.

SECTION 5.14. Fiduciary Duties; Corporate Opportunities.

(a) Subject to Section 5.14(d), unless otherwise expressly provided herein, each Manager shall, in connection with the performance of his or her duties in its capacity as a Manager, have the same fiduciary duties to the Company and the Members as would be owed to a Delaware corporation and its stockholders by its directors pursuant to the Delaware General Corporation Law, and shall be entitled to the benefit of the same presumptions in carrying out such duties as would be afforded to a director of a Delaware corporation (as such duties and presumptions are defined, described and explained under the Laws of the State of Delaware as in effect from time to time).

(b) To the fullest extent permitted by Law, and notwithstanding any provision of this Agreement or any duty otherwise existing at Law or in equity or otherwise, (i) no

Member, in its capacity as such, shall owe any fiduciary or other duty to the Company or the other Members or any Person bound by this Agreement, (ii) no Member, in its capacity as such, shall be obligated to act in the interests of the Company or the other Members and (iii) in exercising any voting or consent rights expressly provided hereunder to such Member, in its capacity as such, each Member, in its capacity as such, shall be entitled to act in the sole and absolute discretion of such Member.

(c) To the maximum extent permitted under applicable Law and notwithstanding any duty otherwise existing at Law or in equity, whenever the Board, the Managers or any other Person is permitted or required to make a decision or take an action or omit to do any of the foregoing hereunder: (i) in its "sole discretion", "absolute discretion", "discretion" or any combination thereof or under a similar grant of authority, or whenever any express standard of behavior ("good faith" or "reasonable") is not included, such Person (including any Manager) shall be entitled to consider any interest and factors (including its own) or no interests or factors as it desires, and shall have no duty or obligation to consider any other interests or factors whatsoever, or (ii) with an express standard of "good faith" or "reasonable" behavior, then such Person (including any Manager) shall be obligated to comply with such express standard but, to the maximum extent permitted by applicable Law, shall not be subject to any other or additional standard imposed by this Agreement or applicable Law.

(d) Nothing in this Agreement shall be deemed to restrict in any way the rights of any Member or Manager, or of any Affiliate thereof, to engage in or possess an interest in any other business or activity whatsoever (including in any business that is competitive with the Business or any Business activity that might be considered an opportunity of the Company), whether presently existing or hereafter created. No Member or Manager shall be accountable to the Company or to any Member with respect to that business or activity, and the organization of the Company shall be without prejudice to the Members' or Managers' respective rights (or the rights of their respective Affiliates) to maintain, expand, exploit or diversify such other interests and activities, of such opportunities, and to receive and enjoy profits or compensation therefrom. Each Member waives any rights such Member or Manager might otherwise have to share or participate in such other interests, activities or opportunities of any other Member, Manager or Affiliate thereof. Notwithstanding the foregoing or anything in this Agreement to the contrary, no Confidential Information may be disclosed to (whether by dissemination or otherwise), or used for the benefit of, any Competitor, including any Competitor in which (i) a Member or its Affiliates may, either directly or through their respective Affiliates, have an ownership interest, or (ii) a Carlyle Investor Manager or a Holdings Manager may serve as a manager or director; provided, that Confidential Information will not be deemed to have been disclosed to a Competitor solely due to the fact that a Carlyle Investor Manager or a Holdings Manager (or any Representative of a Member) who has received or had access to the Confidential Information serves as an officer, manager or member of the board of directors (or similar governing body) of such Competitor; provided, further, that such Carlyle Investor Manager or Holdings Manager or Representative does not (A) provide Confidential Information (including any summary, analysis, report or other extract to the extent containing such Confidential Information) to the other directors, officers or employees of such Competitor (other than to another similarly-situated Carlyle Investor Manager or Holdings Manager), or (B) use, or otherwise cause, direct or encourage (directly or indirectly, in his or her capacity as an officer, manager or member of the

board of directors (or similar governing body) of such Competitor) such Competitor to act (or refrain from acting) on the basis of, any Confidential Information.

SECTION 5.15. Officers.

(a) Appointment of Officers. The Board may appoint individuals as officers ("Officers") of the Company, which may include a Chief Executive Officer and/or President, Chief Financial Officer and Secretary and such other Officers (such as any number of Vice Presidents and Assistant Secretaries) as the Board deems advisable. No Officer need be a Member. An individual can be appointed to more than one office. Initially, the executive Officers of the Company shall be as set forth on Schedule I.

(b) Duties of Officers Generally. Under the direction of and, at all times, subject to the authority of the Board, the Officers shall have full and complete discretion to manage and control the day-to-day business, operations and affairs of the Company in the ordinary course of its business, to make all decisions affecting the day-to-day business, operations and affairs of the Company in the ordinary course of its business and to take all such actions as he or she deems necessary or appropriate to accomplish the foregoing. Each Officer shall have such individual powers and duties as may be prescribed by the Board or this Agreement. The Officers of the Company, solely in their capacities as such, shall have in all respects the same obligations and fiduciary duties as an officer of a Delaware corporation pursuant to the Delaware General Corporation Law, as the same may be amended from time to time.

(c) Authority of Officers. Subject to Section 5.15(b), any Officer of the Company shall have the right, power and authority to transact business in the name of the Company or to execute agreements on behalf of the Company, with respect to those agreements which are commonly signed by such officers of a business organized under the Laws of the State of Delaware. With respect to all matters within the ordinary course of business of the Company, third parties dealing with the Company may rely conclusively upon any certificate of any Officer to the effect that such Officer is acting on behalf of the Company.

(d) Removal, Resignation and Filling of Vacancy of Officers. The Board may remove any Officer, for any reason or for no reason, at any time. Any Officer may resign at any time by giving written notice to the Company, and such resignation shall take effect on the date of the receipt of such notice or at any later time specified in such notice; provided, however, that unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Any such resignation shall be without prejudice to the rights, if any, of the Company or such Officer under this Agreement. A vacancy in any office because of death, resignation, removal or otherwise shall be filled in the manner prescribed in this Agreement for regular appointments to that office.

(e) Compensation of Officers. The Officers shall be entitled to receive compensation from the Company as determined by the Board.

SECTION 5.16. Carlyle Investor Manager Consent Rights.

(a) Prior to the occurrence of a Liquidity Event, the Company shall not, and shall not permit any of its Subsidiaries or any Joint Venture (but, with respect to such Joint Ventures, only to the extent that the consent of the Company or any of its Subsidiaries (or any members of a governing body appointed by the Company or any of its Subsidiaries) to such action of such Joint Venture is required) to, take any of the following actions without the prior written consent of a majority of the Carlyle Investor Managers:

(i) other than a Drag-Along Sale consummated in accordance with Section 6.04, effectuate any Capital Event;

(ii) declare or pay any cash or other dividend or make any other distribution on the Units or other Equity Securities, other than (A) distributions of cash to the extent that (x) immediately prior to and immediately after such distribution, the Leverage Ratio is not greater than 3.25 to 1.00, and (y) immediately after such distribution, the Company still has at least $50,000,000 of Liquidity, (B) Tax Distributions or (C) dividends or other distributions by a wholly-owned Subsidiary of the Company to the Company or to another wholly-owned Subsidiary of the Company;

(iii) other than any draw down on the Exit Debt Financing to fund the working capital needs of the Company, incur any Indebtedness in an aggregate amount in excess of $10,000,000;

(iv) (A) redeem, repurchase or otherwise acquire any Units or other Equity Securities (other than any redemption of [(x)] Units by the Company pursuant to Section 6.06 [or (y) any Incentive Units pursuant to the terms of the Management Equity Incentive Plan or any Incentive Unit Grant Agreement in connection with the termination of employment of the holder thereof)][3], (B) issue any Units or other Equity Securities (other than in connection with any redemption of Units by the Company pursuant to Section 6.06), or (C) approve, adopt, amend or otherwise modify the Management Equity Incentive Plan;

(v) initiate, settle, compromise, resolve, dismiss, or approve any litigation, arbitration, administrative proceeding, regulatory matter, or environmental matter to the extent such matter would reasonably be expected to result in a liability in excess of $2,000,000 or other material impact on the Company and its Subsidiaries, taken as a whole;

(vi) enter into any new lines of business materially different than the Business or exit from any existing lines of business;

(vii) approve, enter into, extend, waive, modify, amend or terminate any arrangement or agreement with, or consummate any transaction involving, Holdings, any Affiliate of Holdings or any Siegfried Family Member or other equityholder of Holdings, or any Family Member of any of the foregoing, other than (A) the payment of customary Managers' fees and expenses permitted hereby, (B) employee compensation in the ordinary course of

[3] **Note to Draft**: Subject to finalization of Management Equity Incentive Plan.

business, (C) Transactions contemplated by this Agreement to the extent effected in accordance with the terms of this Agreement (including an Approved Sale in accordance with Section 6.04 or a Public Offering in accordance with ARTICLE VII), and (D) transactions solely between the Company and its Subsidiaries or among the Company's Subsidiaries;

(viii) make any amendments or modifications to, or waive compliance with the terms of, the organizational documents of the Company (including this Agreement) that are adverse to the Carlyle Investor (or any other holders of Investor Units) or the Investor Representative, it being understood that the consent of the Carlyle Investor or the Investor Representative, as applicable, shall be required with respect to any amendment or modification that affects any right explicitly granted to the Carlyle Investor (or any other holders of Investor Units) or the Investor Representative pursuant to this Agreement;

(ix) (A) hire or terminate the Chief Executive Officer, the Chief Financial Officer, the VP of Strategy & Business Development or any new senior management role first created after the date hereof or (B) amend, restate, supplement or otherwise modify the terms of the employment of the Chief Executive Officer, the Chief Financial Officer, the VP of Strategy & Business Development or any new senior management role first created after the date hereof, including with respect to such Person's executive compensation arrangements;

(x) approve each annual operating budget and each annual capital budget; provided, in the event the Carlyle Investor does not consent to either such budget, such budget for such year shall be such budget from the previous year increased or decreased by up to 5% as determined by the Board in good faith;

(xi) appoint, change or remove the independent auditors or accountants of the Company;

(xii) change the number of Managers comprising the Board;

(xiii) dissolve, wind up or liquidate or commence any voluntary bankruptcy or similar filing;

(xiv) reclassify or recapitalize the Company's equity interests (other than in connection with a Liquidity Event effectuated in accordance with Section 5.16(a)(i), if applicable);

(xv) create any Subsidiary that is not wholly-owned directly or indirectly by the Company except to the extent (and then only to the extent) required not to be wholly-owned by applicable Law or third-party local ownership is required by applicable Law;

(xvi) (A) file any income or other material tax return; (B) take any material action with respect to any material tax audit, assessment or proposed assessment of any material tax, material tax lien, or any written request, notice, or demand for material taxes by any taxing authority; (C) amend any income or other material tax return previously filed by the Company or any of its Subsidiaries; (D) make, change or revoke any material tax election or method of accounting relating to the Company or any of its Subsidiaries; (E) except with respect to any automatic extension of time to file any tax return (including any request for such

extension), agree to extend or waive the statutory period of limitations for the assessment or collection of any material tax of the Company or any of its Subsidiaries; (F) enter into any agreement or settlement with respect to any material tax of the Company or any of its Subsidiaries; (G) make any material determination pursuant to Section 3.09; (H) enter into a settlement agreement with the Internal Revenue Service or any other taxing authority that purports to bind the Members; (I) extend the statute of limitations for assessment of tax deficiencies against the Members with respect to adjustments to the Company's federal, state, local or foreign tax returns; (J) file a request for administrative adjustment relating to the Company; or (K) file suit concerning any tax refund or deficiency relating to any Company administrative adjustment; or

(xvii) enter into, authorize or consent to any agreement to do any of the foregoing.

SECTION 5.17. Gulfstream Consent Rights. To the extent required by Section 6.8 of the Gulfstream APA, without the prior written consent of the Gulfstream Manager, the Company shall not, and shall not permit any of the Company's Subsidiaries to, take any act, or omit to take any act, that results in a work stoppage or impairment requiring Gulfstream or its Affiliates to make aircraft production rate reductions with respect to the Program (as defined in the Gulfstream APA), the Shared Services (as defined in the Gulfstream APA), and any other programs or services contemplated under the Other Agreements (as defined in the Gulfstream APA).

ARTICLE VI

TRANSFERS

SECTION 6.01. Limitations on Transfers. Other than pursuant to Section 6.02, Section 6.04 or Section 6.06, prior to the fifth (5th) anniversary of the date hereof (the "Lock-Up Period"), each Member hereby agrees that it will not Transfer any Units or other Equity Securities unless such Transfer complies with the provisions hereof. Following the expiry of the Lock-Up Period, subject to the terms of this ARTICLE VI (including, for the avoidance of doubt, Section 6.03), each Member may Transfer its Units or other Equity Securities, and any such assignee may be admitted as a substitute Member, provided that (a) any such transferee duly executes and delivers to the Company a joinder agreement or other writing reasonably satisfactory in form and substance to the Company whereby such transferee of Units or such other Equity Securities becomes a party to, and agrees to be bound by, the terms, rights and obligations of this Agreement (an "Assumption Agreement"), (b) to the extent reasonably requested by the Company, the Company has been furnished with an opinion of counsel in connection with such Transfer, in form and substance reasonably satisfactory to the Company, to the effect that no registration under the Securities Act or any state securities or "blue sky" Laws is required because of the availability of an exemption from registration under the Securities Act and all applicable state securities or "blue sky" Laws, and (c) such Transfer will not (i) result in the Company being in violation of any applicable Law, or (ii) cause the Company to be deemed a "publicly traded partnership" within the meaning of Section 7704(b) of the Code, in the case of each of clause (i) and (ii), with such determination to be made by the Board in its reasonable

discretion. In no event shall any unvested Incentive Units be Transferred without the prior consent of the Board.

SECTION 6.02. Certain Permitted Transfers. Notwithstanding any other provision of this Agreement to the contrary, each Member shall be entitled from time to time to Transfer any or all of the Units or other Equity Securities held by it to any of its Permitted Transferees and any Permitted Transferee may be admitted as a substitute Member; provided, that (a) any such transferee duly executes and delivers to the Company an Assumption Agreement, (b) to the extent reasonably requested by the Company, the Company has been furnished with an opinion of counsel in connection with such Transfer, in form and substance reasonably satisfactory to the Company, to the effect that no registration under the Securities Act or any state securities or "blue sky" Laws is required because of the availability of an exemption from registration under the Securities Act and all applicable state securities or "blue sky" Laws, and (c) such Transfer will not (i) result in the Company being in violation of any applicable Law, or (ii) cause the Company to be deemed a "publicly traded partnership" within the meaning of Section 7704(b) of the Code, in the case of each of clause (i) and (ii), with such determination to be made by the Board in its reasonable discretion.

SECTION 6.03. Tag-Along Rights.

(a) If, after the expiry of the Lock-Up Period, any Member proposes to Transfer (such Member, the "Transferring Member"), directly or indirectly, any of its Vested Units pursuant to a transaction or series of related transactions (other than to a Permitted Transferee or in a transaction pursuant to Section 6.04 or Section 6.06) (any such transaction, a "Tag-Along Sale"), such Transferring Member shall give all other Members written notice of such Transferring Member's intention to sell such Vested Units, which notice shall set forth the number of Vested Units to be sold, the proposed sale price and all other material terms, conditions and details regarding such sale (the "Tag-Along Notice"). During the ten (10) Business Days following the receipt of such Tag-Along Notice, each other Member shall have the right to deliver a written notice to the Transferring Member setting forth its irrevocable election to require the proposed transferee or acquiring Person (the "Proposed Transferee") to purchase from such other Member (such other Member who exercises such right under this Section 6.03, a "Tagging Member") up to a number of Vested Units equal to (i) a fraction, the numerator of which is the aggregate number of Vested Units held by the Tagging Member at such time and the denominator of which is the number of Vested Units held by all Members at such time, multiplied by (ii) the total number of Vested Units to be purchased by the Proposed Transferee, at the same price per Vested Unit (subject to adjustments to take into account the differences in Fair Market Value among such Vested Units) and upon the same terms and conditions (including time of payment and form of consideration (which must be cash or other marketable securities); provided that if the Transferring Member is offered a choice as to the form of consideration to be received, each Tagging Member shall be entitled to the same choice) as to be paid by the Proposed Transferee to the Transferring Member. In order to be entitled to exercise its right to sell Vested Units to the Proposed Transferee pursuant to this Section 6.03, each Tagging Member must agree to provide to the Proposed Transferee the same covenants, indemnities (with respect to all matters other than those relating to its ownership of such Vested Units) and agreements as the Transferring Member agrees to make in connection with the Tag-Along Sale and make such representations and warranties (and related indemnification) as are

given by the Transferring Member; provided, that the liabilities thereunder (other than with respect to the ownership of each Member's Vested Units being transferred, which shall be several obligations) shall be borne on a pro rata basis (including through an escrow, if applicable) based on the number of Vested Units sold by the Transferring Member and the Tagging Members. Each Tagging Member will be responsible, severally and not jointly, for its proportionate share of the reasonable out-of-pocket costs incurred by the Transferring Member in connection with the Tag-Along Sale to the extent not paid or reimbursed by the Company or the Proposed Transferee. At the written request of a Blocker Corp (delivered to the Company and the Transferring Members no later than ten (10) Business Days prior to the last date for delivery of a Tag-Along Notice), the Company shall use commercially reasonable efforts to structure any such Tag-Along Sale in a tax efficient manner for the owners of any Blocker Corp, including so as to permit such owners to sell the stock of such Blocker Corp on the same terms and conditions provided that any purchase price discount resulting from a sale of interests in a Blocker Corp will be borne solely by the owners of such Blocker Corp.

(b) In the event that any non-Transferring Member(s) have not timely elected to include their Vested Units in the proposed Tag-Along Sale, then the Transferring Member may, within and not later than ninety (90) days following the date of delivery of the Tag-Along Notice and without any further obligation to such non-Transferring Member(s), sell its Vested Units, on terms and conditions in the aggregate no more favorable to the Transferring Member than those set forth in the Tag-Along Notice; provided, that, promptly after the completion of the sale of such Vested Units, the Transferring Member shall provide the other Members with written evidence of such sale; and provided further, that, if such sale is not made within such ninety (90) day period or is proposed to be made at a higher price than as set forth in the Tag-Along Notice or otherwise on terms and conditions more favorable to the Transferring Member in the aggregate than those set forth in the Tag-Along Notice, then the Transferring Member may not consummate such sale without again complying with the procedures set forth in this Section 6.03.

(c) If any Tagging Member exercises its, her or his rights under Section 6.03(a), the closing of the purchase of the Vested Units with respect to which such rights have been exercised is subject to, and will take place concurrently with, the closing of the Tag-Along Sale. If the closing of the Tag-Along Sale does not occur within one hundred twenty (120) days after the non-Transferring Members' receipt of the Tag-Along Notice, each Tagging Member may withdraw from such Tag-Along Sale by providing written notice to the Transferring Member within ten (10) Business Days after the expiration of such 120-day period.

(d) In the event that the Company issues any Equity Securities other than Vested Units after the date hereof, this Section 6.03 shall apply, *mutatis mutandis*, to any proposed Transfer of such Equity Securities.

(e) The rights and obligations of the Members pursuant to this Section 6.03 shall terminate and be of no further force and effect upon the consummation of a Liquidity Event.

SECTION 6.04. Drag-Along Rights.

(a) Subject to Section 6.04(b) (if applicable), if the Investor Representative or Holdings (in each case, in such capacity, the "Dragging Party") at any time following the third (3rd) anniversary of the date hereof (subject to Section 6.04(b)) directs that the Company or its Members consummate (or commit to consummate), in one transaction or a series of related transactions, (i) a sale of existing Common Units and any other Equity Securities which results in the Transfer of beneficial ownership of 100% or more of the total issued and outstanding Common Units and other Equity Securities, (ii) a sale of all or substantially all of the assets of the Company on a consolidated basis, in the case of foregoing clauses (i) and (ii), to a Person other than an Affiliate of Holdings (a "Third Party") and whether pursuant to a direct or indirect sale of Units or other Equity Securities, merger, consolidation, a tender or exchange offer or any other transaction, or (iii) a merger or consolidation of the Company with or into a Third Party (any event described in clauses (i), (ii) or (iii), an "Approved Sale", and the Approved Sale to be consummated under the terms of this Section 6.04, a "Drag-Along Sale")), then each other Member hereby agrees that it will consent to, vote for and raise no objections to the Drag-Along Sale (and no Member shall have or exercise, each Member hereby waives, any dissenters rights, appraisal rights, or similar rights in connection therewith) and execute any purchase agreement, merger agreement or other agreement in connection with such Drag-Along Sale, setting forth the terms and conditions of such Drag-Along Sale, and any ancillary agreement with respect thereto reasonably requested by the Dragging Party, so long as the Dragging Party executes any such agreement applying the same terms to such Dragging Party, and, if requested by the Dragging Party in connection with such Drag-Along Sale, such other Member will Transfer to such Third Party on the same terms and conditions (including the time of payment and form of consideration (which must be cash or other marketable securities (not subject to any non-customary lock-up restrictions), provided that a customary management rollover by Holdings and its equityholders shall be permitted)) as to be paid and given to the Dragging Party, except that each Unit sold in such sale will receive the amount that would be distributed to such holder thereof as if the entire proceeds (net of estimated selling expenses) of such sale were distributed pursuant to Section 3.10 of this Agreement (subject to Section 6.04(b)). The Dragging Party, in consultation with the Board (it being agreed that the Board's actions required to comply with its and the Company's obligations under this Section 6.04 shall not be the basis of a breach of fiduciary duty claim hereunder to the extent such actions were requested by the Dragging Party), shall be entitled to direct and control the process to effect such Drag-Along Sale, including by (i) causing the Company to engage an independent, nationally recognized investment bank designated by the Dragging Party and reasonably acceptable to the Company to assist in the conduct of such sale process (which process may include an auction to effect such Drag-Along Sale) (the "Sale Advisor"), (ii) selecting the ultimate buyer and (iii) negotiating the definitive transaction agreements for such Drag-Along Sale, and the Company and the other Members shall reasonably cooperate with such sale process and, if requested by the Dragging Party or the Sale Advisor, take all actions reasonably necessary to effect such a Drag-Along Sale on the terms, and with the ultimate buyer, selected by the Dragging Party. The Company and each Member shall, and each Member shall cause each of its Affiliates and equityholders (and any beneficiaries of any such equityholders) to, use his, her or its reasonable efforts to conduct such sale process and complete such Drag-Along Sale, including causing the Company to (A) provide information and cooperation relating to the operation of the Business as reasonably requested by the Dragging Party or the Sale Advisor in connection with any sales process, subject to customary

confidentiality obligations, (B) prepare a customary confidential information memorandum describing in reasonable detail the Business, operations, financial position and management of the Company and its Subsidiaries, including reasonable projections with respect to customary future periods, (C) participate in any marketing activities reasonably proposed by the Dragging Party or the Sale Advisor, and provide the bidders with a reasonable opportunity to meet with and discuss the Business with management and with the Company's auditors (subject to any customary access letter the auditors may request), and (D) assist in (x) the preparation of bid procedures and a bid procedures letter to be distributed to potential bidders, (y) the assembly of a data room and (z) the drafting, negotiation and execution of transaction documents (including the schedules, exhibits, appendices, annexes and ancillary documents thereto). Each Member hereby agrees to vote for and raise no objections to the Drag-Along Sale (and no Member shall have or exercise, and each Member hereby waives, any dissenters rights, appraisal rights, or similar rights in connection therewith), and to sell all of its, his or her Units or other Equity Securities as part of such Drag-Along Sale (including with respect to the making of representations and warranties and provision of indemnities).

(b) Notwithstanding Section 6.04(a) or anything to the contrary herein, (i) at any time following the third (3rd) anniversary of the date hereof and prior to the fifth (5th) anniversary of the date hereof, subject to Section 6.06(d), the Investor Representative may effectuate a Drag-Along Sale so long as (A) prior to commencing the marketing or similar process with respect to such Drag-Along Sale, an Independent Valuation Firm shall have determined, in writing (such determination, the "Valuation"), that the expected cash proceeds distributable to Holdings (and its Permitted Transferees or any other Person to whom any Units held by Holdings on the date hereof have subsequently been Transferred) with respect to such Drag-Along Sale will exceed the Sale Threshold and (B) the proceeds to be distributed to Holdings (and its Permitted Transferees or any other Person to whom any Units held by Holdings on the date hereof have subsequently been Transferred) upon consummation of such Drag-Along Sale as distributed upon consummation thereof hereunder actually equal or exceed the Sale Threshold (it being understood and agreed that any proceeds to be distributed in a Drag-Along Sale initiated by the Investor Representative that is consummated prior to the fifth (5th) anniversary of the date of this Agreement shall, notwithstanding Section 3.10, be distributed in a manner such that the aggregate amount of such proceeds actually distributed to Holdings (and its Permitted Transferees or any other Person to whom any Units held by Holdings on the date hereof have subsequently been Transferred) equals the greater of (1) the Sale Threshold and (2) 60% of the combined aggregate amounts distributed to Holdings (and its Permitted Transferees or any other Person to whom any Units held by Holdings on the date hereof have subsequently been Transferred) and the holders of Investor Units (and any other Person to whom any such Investor Units have subsequently been Transferred) (in each case, taking into account the proceeds from the Drag-Along Sale and any prior distributions to such Persons under Section 3.10), and (ii) Holdings may effectuate a Drag-Along Sale only so long as the proceeds distributed in respect of each Investor Unit upon consummation of such Drag-Along Sale equal or exceed the Redemption Price and are paid in cash or marketable securities (not subject to any non-customary lock-up restrictions), provided that such proceeds to be actually distributed in respect of each such Investor Unit in connection with such Drag-Along Sale shall equal the greater of (1) the amount each holder of Investor Units (and any other Person to whom any such Investor Units have subsequently been Transferred) would receive in respect of each such Investor Unit in connection with a Capital Event pursuant to Section 3.10(a)(ii) and (2) the

Redemption Price. The fees and costs of the Independent Valuation Firm shall be payable by the Company.

(c) The Dragging Party shall give notice (the "Drag-Along Notice") to the Company and each of the other Members of any proposed Transfer giving rise to the rights of the Dragging Party set forth in Section 6.04(a) as soon as practicable following the acceptance of an offer with respect to any Approved Sale by a Third Party. The Drag-Along Notice shall set forth the number and type of Units or other Equity Securities proposed to be so Transferred, the name of the Proposed Transferee or acquiring Person, the proposed amount and form of consideration (which shall be distributed in accordance with Section 3.10, with each Member receiving a proportionate share of each such type of consideration, subject to Section 6.04(b) and understanding that a customary management rollover for Holdings and its equityholders may be permitted), and any other material terms and conditions of the offer. The Dragging Party shall notify the Company and the other Members at least fifteen (15) Business Days in advance of the closing of the sale of the Units or other Equity Securities to a Third Party. In any such agreement, such other Members shall be required to (i) make or agree to the same covenants, indemnities and agreements as the Dragging Party so long as (A) the liabilities thereunder are borne on a pro rata basis (up to the amount of proceeds received by such other Member in such Drag-Along Sale) based on the values of the Units or other Equity Securities, as applicable, Transferred by each Member and (B) no Member will be required to make any payment out of proceeds received by such Member for breaches of representations, warranties or covenants of any non-Affiliate of such Member made in any such agreement (other than proceeds held in escrow), (ii) make the same representations and warranties (and provide related indemnification) as to their ownership of their Units or other Equity Securities, as applicable, as are given by the Dragging Party with respect to such party's ownership of Units or other Equity Securities, as applicable, and (iii) pay, severally and not jointly, their proportionate share of the reasonable costs incurred in connection with such transaction to the extent not paid or reimbursed by the Company or the Third Party; provided that in no event will any Member's indemnification obligations with respect to such Drag-Along Sale be in excess of the consideration actually received by such Member in such Drag-Along Sale. If the Transfer referred to in the Drag-Along Notice is not consummated within one hundred twenty (120) days from the date of the Drag-Along Notice, the Dragging Party must deliver another Drag-Along Notice in order to exercise their rights under this Section 6.04 with respect to such Transfer or any other Transfer. At the written request of a Blocker Corp (delivered to the Company and the Dragging Party no later than ten (10) Business Days prior to the last date for delivery of a Drag-Along Notice), the Company shall use commercially reasonable efforts to structure any such Drag-Along Sale in a tax efficient manner for the owners of any Blocker Corp, including so as to permit such owners to sell the stock of such Blocker Corp on the same terms and conditions provided that any purchase price discount resulting from a sale of interests in a Blocker Corp will be borne solely by the owners of such Blocker Corp.

(d) Each Member hereby irrevocably constitutes and appoints the Dragging Party and its Permitted Transferees, if any, as the true and lawful attorney-in-fact of such Member in the Member's name, place and stead to execute and deliver any agreements required to effectuate any transaction pursuant to this Section 6.04 on behalf of such Member by giving Dragging Party or its Permitted Transferees, as applicable, full power and authority to do and perform each and every act and thing requisite and necessary to be done in, about and to

effectuate the foregoing as fully as such Member might or could do if personally present (in each case, provided, that such Member is given an opportunity to do and perform such act and thing and fails to do so within a reasonable period of time), and hereby ratifies and confirms all that Dragging Party or its Permitted Transferees, as applicable, shall lawfully do or cause to be done by virtue thereof. The foregoing power of attorney is coupled with an interest, is irrevocable and shall survive and be unaffected by any subsequent disability, or incapacity of the Member (or if the Member is a corporation, trust, association, liability company or other legal entity, by the dissolution or termination thereof).

(e) The rights and obligations of the Members pursuant to this Section 6.04 shall terminate and be of no further force and effect upon the consummation of a Public Offering.

SECTION 6.05. Prohibited Transfers.

(a) Any purported Transfer of a Unit or other Equity Security that is not permitted by ARTICLE VI will be null and void and of no effect whatsoever; provided, that if the Company is required to recognize a Transfer that is not permitted pursuant to this ARTICLE VI, the Units or other Equity Securities Transferred will be strictly limited to the transferor's rights to allocations and distributions as provided by this Agreement with respect to the Transferred Units or other Equity Securities, which allocations and distributions may be applied (without limiting any other legal or equitable rights of the Company) to satisfy any debts, obligations or liabilities for damages that the transferor or transferee of such Units or other Equity Securities may have to the Company and neither the transferee nor the transferor will have any rights as to the management of the Company with respect to such Transferred Units or other Equity Securities; provided, however, that the Company shall have the option to purchase such Transferred or purportedly Transferred Units or other Equity Securities from the transferee by delivering written notice of its intention to purchase such Units or other Equity Securities to the transferee at any time within one (1) year after the Company has knowledge of a Transfer that is not permitted pursuant to this ARTICLE VI, to the extent permitted by Law. The purchase price shall be an amount equal to the Book Value of such Units or other Equity Securities as determined in accordance with generally accepted accounting principles, and the terms of sale for such Units or other Equity Securities shall be determined by the Board (including at least one (1) Carlyle Investor Manager).

(b) In the case of a Transfer or attempted Transfer of a Unit or other Equity Security that is not permitted pursuant to this ARTICLE VI, the parties engaging or attempting to engage in such Transfer will be liable to indemnify and hold harmless the Company and the other Members from all costs, liability, and damage that any of such indemnified Persons may incur (including incremental tax liability and attorneys' fees and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

(c) Notwithstanding any other provision of this Agreement to the contrary, in no event may any Member Transfer any Units or other Equity Securities to a Competitor.

SECTION 6.06. Redemption Option.

(a) Notwithstanding anything to the contrary herein (including Section 5.16(a)(iv), Section 6.01 and Section 6.04), at any time after the third (3rd) anniversary of the date hereof, the Company may elect to purchase all (but not less than all) of the Investor Units held by the Carlyle Investor (and its Permitted Transferees or any other Person to whom any such Investor Units have subsequently been Transferred) for a per Investor Unit amount (payable in cash or marketable securities (not subject to any lock up restrictions)) equal to the higher of (i) Fair Market Value, as determined in accordance with Section 6.06(b), and (ii) the Redemption Price (the "Redemption Option"). Such Redemption Option shall by exercisable by the Company by delivering written notice to the Carlyle Investor (a "Redemption Notice") at any time following the third (3rd) anniversary of the date hereof. For the avoidance of doubt, notwithstanding Section 5.16(a) or any other provision to the contrary herein, the consent of the Carlyle Investor, the Investor Representative or any Carlyle Investor Manager shall not be required in the event the Company raises money, through debt or equity financing or otherwise, to exercise its Redemption Option pursuant to this Section 6.06.

(b) Upon the exercising of the Redemption Option pursuant to Section 6.06(a), the Company, acting through the Board (without the participation or vote of any Carlyle Investor Manager) shall negotiate with the Carlyle Investor (or its designee) for a period of twenty (20) days following receipt of the Redemption Notice to determine the Fair Market Value of the Investor Units held by the Carlyle Investor (and its Permitted Transferees or any other Person to whom any such Investor Units have subsequently been Transferred) to be purchased (the "FMV Negotiation Period"). If, at the expiration of the FMV Negotiation Period (or, prior to the expiration thereof, upon the written consent of the Company and the Carlyle Investor), the Company and the Carlyle Investor cannot agree on the Fair Market Value of the Investor Units to be purchased by the Company, then the Company and the Carlyle Investor shall each submit, no later than ten (10) Business Days (the "FMV Dispute Letter Period") after the expiration of the FMV Negotiation Period, a letter (each, a "FMV Dispute Letter") to a mutually acceptable, nationally recognized independent valuation firm with experience valuing companies in the industry in which the Company operates (or, if the Company and the Carlyle Investor cannot agree, they shall each select such a firm, and the Company and the Carlyle Investor shall submit the FMV Dispute Letters to a third nationally recognized independent valuation firm selected by the two (2) firms as meeting the foregoing criteria) (the "Independent Valuation Firm") clearly setting forth each party's position as to the Fair Market Value of such Investor Units, and shall be accompanied by any supporting material that the Company or the Carlyle Investor wishes to submit to the Independent Valuation Firm or as the Independent Valuation Firm may reasonably request. Within forty-five (45) days of the end of the FMV Dispute Letter Period, the Independent Valuation Firm shall deliver a letter to all parties that delivered a FMV Dispute Letter setting forth its determination as to the Fair Market Value of the Investor Units held by the Carlyle Investor (and its Permitted Transferees or any other Person to whom any such Investor Units have subsequently been Transferred) to be purchased, which shall be binding on the parties. In determining the Fair Market Value, the Independent Valuation Firm cannot select a Fair Market Value that is higher than the highest or lower than the lowest estimation of Fair Market Value contained in the FMV Dispute Letters. When calculating the Fair Market Value of the Investor Units held by the Carlyle Investor (and its Permitted Transferees or any other Person to whom any such Investor Units have subsequently been Transferred), the Company and the

Carlyle Investor shall instruct the Independent Valuation Firm to determine the Fair Market Value of such Investor Units in accordance with subsection (b) of the definition of Fair Market Value. The fees and costs of the Independent Valuation Firm, if one is required, shall be payable by the Company. At the written request of a Blocker Corp (delivered to the Company no later than ten (10) Business Days following delivery of a Redemption Notice), the Company shall permit such owners to sell the stock of such Blocker Corp on the same terms and conditions (including the price and form of consideration to be received in such sale by the owners of the Blocker Corp), with appropriate adjustments for any liabilities (including accrued and unpaid taxes) of such Blocker Corp, *mutatis mutandis*, as the terms and conditions on which the Investor Units held by the Blocker Corp would otherwise be redeemed pursuant to this Section 6.06 and otherwise use commercially reasonable efforts to structure any such Redemption Option in a tax efficient manner for the owners of any Blocker Corp.

(c) Notwithstanding anything else contained herein to the contrary, the Company may, at any time, in its sole discretion, acting through the Board (without the participation or vote of any Carlyle Investor Manager), assign to Holdings the Redemption Option pursuant to this Section 6.06, and in such event, the terms and provisions of this Section 6.06 shall be deemed modified on a *mutatis mutandis* basis to apply and refer to Holdings.

(d) Notwithstanding anything to the contrary herein, for a period of thirty (30) days following (i) delivery to the Company of the Valuation, in the case of a Drag-Along Sale initiated by the Investor Representative during the period following the third (3rd) anniversary of the date hereof and prior to the fifth (5th) anniversary of the date hereof, or (ii) delivery to the Company of the Drag-Along Notice, in the case of a Drag-Along Sale initiated by the Investor Representative on or after the fifth (5th) anniversary of the date hereof, the Company will have the right to inform the Investor Representative of the Company's intention to exercise its Redemption Option pursuant to this Section 6.06; provided that, if the Company fails to so inform the Investor Representative during such thirty (30) day period, the Company may not exercise its Redemption Option unless and until the Investor Representative has given written notice to the Company and its Members that such Drag-Along Sale is no longer being pursued. If the Company informs the Investor Representative of its intention to exercise its Redemption Option during such thirty (30) day period, the Company will then have a period of sixty (60) days from the date it so informs the Investor Representative during which the Company must deliver to the Investor Representative binding commitments and other documentation evidencing to the Investor Representative's reasonable satisfaction that the Company has (or will have, at the closing) sufficient funds to consummate the Redemption Option, it being acknowledged and agreed that (x) an executed commitment letter on terms materially consistent with the Equity Commitment Letter (as defined in the Investment Agreement) are reasonably satisfactory to the Investor Representative and (y) in the event that the Investor Representative is not reasonably satisfied that the Company has (or will have, at the closing) sufficient funds to consummate the Redemption Option, then the Investor Representative shall have a period of five (5) Business Days from the date of delivery of such commitments and other documentation to provide notice thereof to the Company. The Company will have a period of sixty (60) days (such period, the "Redemption Closing Period") following the date of its valid delivery pursuant to the foregoing to consummate the Redemption Option (subject to reasonable extensions solely to the extent necessary for receipt of required regulatory clearances), and during the Redemption Closing Period (if any) and the initial thirty (30)-day period described in the first sentence of this Section

6.06(d), all activities in respect of such Drag-Along Sale shall be suspended irrespective of anything in Section 6.04 to the contrary. Notwithstanding anything to the contrary contained herein (including Section 3.10), if the Company fails to consummate the Redemption Option within the Redemption Closing Period (as extended, if applicable), the Company may not consummate such Redemption Option, the Investor Representative may proceed with the Drag-Along Sale and all proceeds from such Drag-Along Sale to be distributed pursuant to clause (II) of Section 3.10(a)(ii) shall be distributed 50% to Holdings (and its Permitted Transferees) and 50% to the holders of Investor Units pro rata based on the number of Investor Units held by them.

ARTICLE VII

CONVERSION TO IPO CORPORATION

SECTION 7.01. Conversion to IPO Corporation.

(a) In connection with any proposed Public Offering approved by the Board, the Board may, with the approval of Holdings but without the consent or approval of the other Members (subject to Section 5.16) or any other Person, (i) amend this Agreement to provide for a conversion of the Company in accordance with Delaware Law to a corporation or such other form of business organization as the Board may determine, and effect such a conversion, (ii) distribute shares or other equity interests of any Subsidiary of the Company to the Members, (iii) move the Company, any successor or any Subsidiary of the Company to another jurisdiction to facilitate any of the foregoing, or (iv) take such other steps as it deems necessary to create a suitable vehicle for an offering, including a merger or consolidation of the Company with any of its Subsidiaries or any holding vehicle, in each such case, in accordance with the Delaware Act and applicable Law (the resulting entity, the "IPO Corporation"), and in each case for the express purpose of an offering of the securities of such IPO Corporation for sale to the public in a registered public offering pursuant to the Securities Act (an "IPO Conversion"). At the written request of a Blocker Corp delivered to the Company, the Company shall use reasonable best efforts to structure any such IPO Conversion in a tax efficient manner for the Members and their direct and indirect owners (including so as to permit a merger or other combination with one or more Blocker Corps and/or any of their Affiliates and taking into account any interests not being disposed in such public offering).

(b) In connection with any proposed IPO Conversion, at the option of the Board, all or any portion of the Units or other Equity Securities may be converted into or redeemed for shares (with equivalent Fair Market Value) and other rights with substantially equivalent economic, governance, priority and other rights and privileges as in effect immediately prior to such IPO Conversion. Alternatively, in connection with any proposed IPO Conversion, at the option of the Board, all of the Units and other Equity Securities may be converted or exchanged for one (1) class of shares of common stock. Such conversion or exchange shall be accomplished on an economically-equivalent basis by establishing exchange ratios based upon the relative Fair Market Values of the new class of common stock and the Units or other Equity Securities. In connection with any IPO Conversion, the holder(s) of all of the outstanding equity interests of any Blocker Corp shall have the right to merge such Blocker Corp with and into the IPO Corporation, or exchange all of the equity interests of such Blocker

Corp for shares or other securities, as the case may be, of the IPO Corporation. The shares or other securities of the IPO Corporation to be issued to the holder(s) of the equity interests in the Blocker Corp shall be equivalent to the shares or other securities that would have been issued to the Blocker Corp in the absence of such merger or exchange, with appropriate adjustments for any liabilities (including accrued and unpaid taxes) of such Blocker Corp.

(c) In connection with any proposed IPO Conversion, each Member shall take such actions as may be reasonably requested and otherwise cooperate in good faith with Holdings, including taking all actions reasonably requested by the Board, in connection with consummating the IPO Conversion (including the voting of any Units or voting Equity Securities of the Company (including any voting as may be necessary to effect a Transfer by continuation or to authorize an increase in share capital, whether by liquidation of the Company and creation of a new entity, any amendment of this Agreement or otherwise), to approve such IPO Conversion and to take any other actions reasonably requested in order to effectuate an IPO Conversion).

(d) Upon its admission to the Company as a Member and upon the execution and delivery of this Agreement or an Assumption Agreement, each Member hereby makes, constitutes and appoints the Company, with full power of substitution and re-substitution, as its true and lawful attorney, for it and in its name, place and stead and for its use and benefit, to act as its proxy and attorney-in-fact in respect of any vote or approval of Members required in connection with an IPO Conversion under the Delaware Act, or otherwise, to give effect to this ARTICLE VII and the execution and delivery of any other document, or the granting of any other approval, reasonably required in connection with a Public Offering. The proxy and power of attorney granted pursuant to this Section 7.01 is a special proxy and power of attorney coupled with an interest and is irrevocable.

SECTION 7.02. Registration Rights. In connection with any Public Offering, the Members and the IPO Corporation shall negotiate in good faith to enter into a registration rights agreement on customary terms which shall include customary piggyback registration rights and shall grant Members holding at least twenty-five percent (25%) of the outstanding Units a proportionate number of demand registration rights, but in any event at least two (2) demand registration rights for each such Member, in each case, exercisable following such initial Public Offering.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES OF THE MEMBERS

Each Member hereby represents and warrants to the other Members and to the Company, as of the date of this Agreement, and as of the date any other Units or other Equity Securities are hereafter issued by the Company to such Member, as follows:

SECTION 8.01. Organization; Standing and Power. Such Member is duly organized, validly existing and in good standing under the Laws of the jurisdiction in which it is organized (if it is not a natural person) and has full power and authority and possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to

own, lease or otherwise hold its properties and assets, including the Units, as applicable, and to conduct its businesses as presently conducted, other than such franchises, licenses, permits, authorizations and approvals the lack of which, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on the ability of such Member to perform its obligations under this Agreement.

SECTION 8.02. Authority; Execution and Delivery; Enforceability. Such Member has full power and authority to execute this Agreement. The execution and delivery by such Member of this Agreement has been duly authorized (if it is not a natural person) by all necessary action and no other proceedings on the part of such Member are necessary to approve this Agreement. Such Member has duly executed and delivered this Agreement, and assuming due execution by the other parties hereto, this Agreement constitutes a legal, valid and binding obligation of such Member, enforceable against it in accordance with its terms.

SECTION 8.03. No Conflicts; Consents. The execution and delivery by such Member of this Agreement do not, and the consummation of the Transactions contemplated hereby and compliance by such Member with the terms hereof will not conflict with, or result in any violation of or default (with or without notice or lapse of time or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any lien upon any of the properties or assets of such Member under, any provision of (a) the organizational documents of such Member (if it is not a natural person), (b) any contract, lease, license, indenture, agreement, commitment or other legally binding arrangement to which such Member is a party or by which any of its properties or assets is bound, or (c) any judgment, order or decree or applicable Law applicable to such Member or its properties or assets, other than, in the case of clauses (b) and (c) above, any such items that, individually or in the aggregate, have not had and are not reasonably likely to have a material adverse effect on the ability of such Member to perform its obligations under this Agreement. No consent, approval, license, permit, order or authorization of, or registration, declaration or filing with, any Governmental Body is required to be obtained or made by or with respect to such Member in connection with the execution, delivery and performance of this Agreement which has not been so obtained or made, except for any failure to so obtain or make any of the foregoing that has not had and is not reasonably likely to have an adverse effect on the ability of such Member to perform its obligations under this Agreement.

SECTION 8.04. Investment Intent.

(a) Such Member has knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in the Company and making an informed investment decision with respect thereto.

(b) Such Member is able to bear the economic and financial risk of an investment in the Company for an indefinite period of time.

(c) Such Member has been given adequate access to information regarding the Company and has utilized such access to the Member's satisfaction for the purpose of obtaining information the Member believes to be relevant in making his or her investment decision.

(d) Such Member has acquired or is acquiring (as applicable) the Units for investment purposes only and not with a view to, or for resale in connection with, any distribution to the public or Public Offering thereof.

(e) Such Member understands that the Units have not been registered under the Securities Act or the securities Laws of any jurisdiction and cannot be disposed of unless (i) they are subsequently registered and/or qualified under applicable securities Laws or the Member provides evidence reasonably satisfactory to the Board that an exemption from such registration and qualification is available, and (ii) the provisions of this Agreement have been complied with.

(f) Such Member will not take any action that causes the Company to be treated, for federal income tax purposes, as a publicly traded partnership within the meaning of Section 7704 of the Code.

(g) Such Member is an "accredited investor", as such term is defined in Rule 501 under the Securities Act, or, if such Member acquires Units in reliance on an exemption provided by Rule 701 under the Securities Act, such Member is an employee, Manager, Officer, consultant or advisor of the Company.

ARTICLE IX

LIMITATION ON LIABILITY; EXCULPATION AND INDEMNIFICATION

SECTION 9.01. Limitation on Liability. Except as otherwise provided by the Delaware Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Covered Person shall be obligated personally for any such debt, obligation or liability of the Company.

SECTION 9.02. Exculpation and Indemnification.

(a) No Covered Person shall be liable, including under any legal or equitable theory of fiduciary duty or other theory of liability, to the Company or to any other Person bound by this Agreement for any losses, claims, damages or liabilities incurred by reason of any act or omission performed or omitted by such Covered Person on behalf of the Company, except with respect to any act or omission with respect to which such Covered Person engaged in knowing and willful misconduct or acted in bad faith. Whenever in this Agreement a Covered Person is permitted or required to make decisions in good faith, the Covered Person shall act under such standard and shall not be subject to any other or different standard (including any legal or equitable standard of fiduciary or other duty) imposed by this Agreement or any relevant provisions of applicable Law or in equity or otherwise.

(b) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such Person's professional or expert competence.

(c) The Company shall indemnify, defend and hold harmless each Covered Person against any losses, claims, damages, liabilities, expenses (including all reasonable fees and expenses of counsel), judgments, orders, decrees, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings in which such Covered Person may be involved or become subject to, in connection with any matter arising out of or in connection with the Company's business or affairs, or this Agreement or any related document, unless such loss, claim, damage, liability, expense, judgment, order, decree, fine, settlement or other amount is as a result of a Covered Person engaging in knowing and willful misconduct or acting in bad faith. If any Covered Person becomes involved in any capacity in any action, suit, proceeding or investigation in connection with any matter arising out of or in connection with the Company's business or affairs, or this Agreement or any related document, the Company shall reimburse such Covered Person for its reasonable legal and other reasonable out-of-pocket expenses (including the cost of any investigation and preparation) as they are incurred in connection therewith; provided, however, that such Covered Person shall promptly repay to the Company the amount of any such reimbursed expenses paid to it if it shall be finally judicially determined that such Covered Person was not entitled to be indemnified by the Company in connection with such action, suit, proceeding or investigation.

(d) The obligations of the Company under Section 9.02(c) shall be satisfied solely out of and to the extent of the Company's assets, and no Covered Person shall have any personal liability on account thereof.

(e) The Company hereby acknowledges that a Covered Person may have certain rights to indemnification, advancement of expenses and/or insurance provided by a Member or one or more of its Affiliates (other than the Company or its Subsidiaries). The Company hereby agrees that (i) the Company is the indemnitor of first resort (i.e., that its obligations to Covered Persons are primary and any obligation of such Member or its Affiliates, as applicable, to advance expenses or to provide indemnification for the same expenses or liabilities incurred by Covered Person are secondary), (ii) that the Company shall be required to advance the full amount of expenses incurred by a Covered Person and shall be liable for the full amount of all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim) to the extent legally permitted and as required by the terms of this Agreement, without regard to any rights a Covered Person may have against such Member or its Affiliates, as applicable, and (iii) that the Company irrevocably waives, relinquishes such Member and its Affiliates, as applicable, from any and all claims against them for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by such Member or its Affiliates, as applicable, on behalf of any Covered Person with respect to any claim for which a Covered Person has sought indemnification from the Company shall affect the foregoing, and such Member or its Affiliates, as applicable, shall have a right of contribution and be subrogated to the extent of such advancement or payment to all of the rights of recovery of a Covered Person against the Company.

SECTION 9.03. Insurance. The Company shall, at all times, have and maintain in effect a customary managers and officers liability insurance policy, with policy limits and other terms as are reasonable for similarly situated companies.

ARTICLE X

DISSOLUTION; LIQUIDATION; TERMINATION

SECTION 10.01. Withdrawal of Members. No Member shall have the right, power or authority at any time to voluntarily withdraw as a Member of the Company (except in accordance with this Agreement). No Member shall take any action to dissolve, terminate or liquidate the Company or to require apportionment, appraisal or partition of the Company or any of its assets, or to file a bill for an accounting, except as specifically provided in this Agreement, and each Member, to the fullest extent permitted by applicable Law, hereby waives any rights to take any such actions under applicable Law, including any right to petition a court for judicial dissolution under Section 18-802 of the Delaware Act.

SECTION 10.02. Dissolution. The Company shall be dissolved and its affairs wound up upon the first to occur of any of the following events (each, a "Dissolution Event"):

(a) subject to Section 5.16, the written consent of the Board and Members holding at least eighty percent (80%) of the then-outstanding Common Units;

(b) subject to Section 10.01, the entry of a decree of judicial dissolution with respect to the Company under Section 18-802 of the Delaware Act;

(c) any event which makes it unlawful for the business of the Company to be carried on by the Company; or

(d) the termination of the legal existence of the last remaining Member or the occurrence of any other event which terminates the continued membership of the last remaining Member in the Company unless the Company is continued without dissolution in a manner permitted by this Agreement or the Delaware Act.

SECTION 10.03. Distribution Upon Dissolution.

(a) Upon dissolution of the Company, the Board, or any Person designated by the Board (the "Liquidation Agent"), shall take full account of the assets and liabilities of the Company and shall, unless the Board shall determine otherwise, liquidate the assets of the Company as promptly as is consistent with obtaining the fair value thereof. The proceeds of any liquidation shall be applied and distributed in accordance with Section 10.03(d).

(b) All saleable assets of the Company may be sold or retained by the Company for distribution to the Members in connection with any liquidation at public or private sale at such price and upon such terms as the Board may deem advisable. Any Member or any Person in which any Member is in any way interested may purchase assets at such sale, provided that such purchase is on commercially reasonable terms.

(c) Net Profit and Net Loss of the operations of the Company shall be determined as of the period of winding up (including any amounts attributable to the sale or distribution of assets set forth in Section 10.03(b)) in accordance with the provisions of this Agreement and such Net Profit and Net Loss (or, to the extent necessary, items thereof) shall be allocated to the Capital Account of each Member so as to create Capital Account balances that equal, to the extent possible, the distribution to be received by each Member pursuant to Section 10.03(d)(ii). Additionally, all of the remaining assets of the Company shall be deemed to have been sold for their Fair Market Value, and the Capital Accounts of the Members shall be credited or debited (as applicable) to reflect the allocations of Net Profit or Net Loss (as applicable) that would result from such a sale of assets, and such Net Profit and Net Loss shall be allocated to the Capital Account of each Member so as to create Capital Account balances, taking into account allocations and distributions described in the preceding sentence, of the Members equal to, to the extent possible, the distributions of such assets to be received by each Member pursuant to Section 10.03(d)(ii) and 10.03(d)(i). No Member shall have an obligation to make a contribution or additional capital contribution to restore any negative balance in its Capital Account.

(d) Upon the dissolution of the Company, the assets of the Company shall be distributed in the following order of priority:

(i) *first*, to the satisfaction (whether by payment thereof or the making of reasonable provision for the payment thereof) of debts and liabilities of the Company, including the expenses of winding up (including the establishment of any reserve which the Liquidation Agent shall deem reasonably necessary for any contingent, conditional or unmatured liabilities or obligations of the Company. Such reserve may be paid over by the Liquidation Agent to any attorney-at-law, or other acceptable party, as escrow agent, to be held for disbursement for payment of any such contingent, conditional or unmatured liabilities or obligations, and, at the expiration of such period as shall be deemed advisable by the Liquidation Agent, for distribution of the balance in the manner hereinafter provided in this Section 10.03); and

(ii) *second*, any balance shall be distributed to the Members in accordance with Section 3.10.

(e) In the event it is necessary in connection with the liquidation of the Company to distribute property in kind, such property shall be distributed on the basis of its Fair Market Value net of any liabilities encumbering such property and, to the greatest extent possible, shall be distributed pro rata in accordance with the total amounts to be distributed to each Member as liquidation proceeds pursuant to Section 10.03(d)(ii).

SECTION 10.04. Termination. The provisions of this Agreement will terminate automatically upon the earliest to occur of (i) the date that no Units or other Equity Securities are outstanding, and (ii) the consummation of a Dissolution Event (subject to the liquidation procedures set forth in Section 10.03); provided, that ARTICLE I (*Definitions and Usage*), ARTICLE IX (*Limitation on Liability*; *Exculpation and Indemnification*), this Section 10.04 (*Termination*) and ARTICLE XII (*Miscellaneous*) will survive any termination of this Agreement. If a Member ceases to own any Units or other Equity Securities, this Agreement shall terminate as to such Member only, and such Member will thereafter no longer be deemed to

be a Member for purposes of this Agreement, and such party shall have no further rights, liabilities or obligations under this Agreement, except for liabilities arising prior to such termination; provided, that ARTICLE I (*Definitions and Usage*), ARTICLE IX (*Limitation on Liability*; *Exculpation and Indemnification*), this Section 10.04 (*Termination*) and ARTICLE XII (*Miscellaneous*) shall survive any termination with respect to any such Member. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed in the manner provided for in this Agreement and (ii) the Certificate shall have been canceled in the manner required by the Delaware Act.

ARTICLE XI

CERTIFICATES AND UNITS

SECTION 11.01. Certificates.

(a) If at any time the Board determines that it is in the best interests of the Company to issue certificates attesting to the ownership of Units by Members, the provisions of this Section 11.01 shall thereafter apply (and prior to such determination by the Board, if any, this Section 11.01 shall have no force or effect).

(b) Each certificate, if any, representing Units issued to the Members will (unless registered under the Securities Act) bear a legend on the face thereof substantially to the following effect (with such additions thereto or changes therein as the Company may be advised by counsel are required by applicable Law or necessary to give full effect to this Agreement, the "Legend"):

"THE UNITS REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LIMITED LIABILITY COMPANY AGREEMENT AMONG THE COMPANY AND THE MEMBERS THAT ARE A PARTY THERETO, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH LIMITED LIABILITY COMPANY AGREEMENT. THE HOLDER OF THIS CERTIFICATE, BY ACCEPTANCE OF THIS CERTIFICATE, AGREES TO BE BOUND BY ALL OF THE PROVISIONS OF SUCH LIMITED LIABILITY COMPANY AGREEMENT TO THE EXTENT APPLICABLE TO THE HOLDER BY THE TERMS OF SUCH LIMITED LIABILITY COMPANY AGREEMENT."

"THE UNITS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AND MAY NOT BE TRANSFERRED OR OTHERWISE

DISPOSED OF UNLESS THEY HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE."

The Legend will be removed by the Company by the delivery of substitute certificates without such Legend in the event of (i) a Transfer permitted by this Agreement in which the Permitted Transferee is not required to enter into an Assumption Agreement, or (ii) the termination of ARTICLE VII pursuant to the terms hereof; provided, however, that the second paragraph of the Legend will only be removed if at such time it is no longer required for purposes of applicable securities Laws and the Company receives an opinion to such effect from counsel to the applicable Member in form and substance reasonably satisfactory to the Company.

(c) Lost or Destroyed Certificates. The Company may issue a new certificate for Units in place of any certificate or certificates theretofore issued by it which are alleged to have been lost or destroyed, upon the Member who owns such Units making an affidavit stating that the Certificate(s) have been lost or destroyed, and providing an indemnity in form and substance reasonably satisfactory to the Company.

SECTION 11.02. Transfer of Units. No Transfer of Units shall be valid as against the Company except for any Transfer duly made in accordance with the provisions of this Agreement, and upon surrender to the transferee of the certificate therefor, if applicable, accompanied by an assignment or Transfer by the Member.

SECTION 11.03. Registered Members. The Company shall be entitled to recognize the exclusive right of a Person registered on its records as the owner of Units to receive distributions and to vote as an owner of such Units, if such rights are applicable to such Units, and shall not be bound to recognize any equitable or other claim to or interest in such Units on the part of any other Person, whether or not it shall have express or other notice thereof.

ARTICLE XII

MISCELLANEOUS

SECTION 12.01. Conflicting Agreements. Subject to Section 5.17, each Member represents that he, she or it has not granted and is not a party to any proxy, voting trust or other agreement which is inconsistent with or conflicts with the provisions of this Agreement, and no Member shall grant any proxy or become party to any voting trust or other agreement which is inconsistent with or conflicts with the provisions of this Agreement.

SECTION 12.02. Additional Securities Subject to this Agreement. Each Member agrees that any Unit or Equity Security of the Company which such Member acquires after the date hereof by means of a unit split, dividend, distribution or conversion, by a Transfer or issuance pursuant to this Agreement or otherwise, will be subject to the provisions of this Agreement to the same extent as if held on the date hereof.

SECTION 12.03. Severability. The terms, conditions, and provisions of this Agreement are fully severable, and the decision, judgment, order, or decree of any arbitrator or court of competent jurisdiction rendering illegal, void or unenforceable any one or more of such

terms, conditions or provisions shall not render illegal, void or unenforceable any of the other terms, conditions or provisions hereof, and such illegal, void or unenforceable term shall be replaced with a legal, valid and enforceable term which would to the greatest degree possible reflect the original intentions of the parties hereunder.

SECTION 12.04. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (a) when delivered by hand, (b) when received, if sent by Express Mail, FedEx or other nationally recognized overnight delivery service, registered or certified mail, return receipt requested, or (c) when sent by electronic transmission (so long as, in the case of this clause (c), such notice, request, claim, demand or other communication is also sent or delivered pursuant to a method described in clause (a) or (b)), in each case, to the respective parties at the following addresses or the respective parties at the addresses set forth on the signature pages (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.04).

(a) If to the Company or Holdings, to:

The NORDAM Group LLC
6910 North Whirlpool Drive
Tulsa, Oklahoma 74117
Attention: Meredith Siegfried Madden
email: Meredith@nordam.com

With a copy (which shall not constitute notice) to:

Al Givray, General Counsel
c/o The NORDAM Group, Inc.
6910 North Whirlpool Drive
Tulsa, Oklahoma 74117
email: agivray@nordam.com

(b) If to the Carlyle Investor, to:

c/o The Carlyle Group
520 Madison Avenue
New York, New York 10022
Attention: Shary Moalemzadeh and Evan Middleton
email: Shary.Moalemzadeh@carlyle.com; Evan.Middleton@carlyle.com

With a copy (which shall not constitute notice) to:

Latham & Watkins LLP
555 Eleventh Street, NW
Suite 1000
Washington, DC 20004
Attention: Paul F. Sheridan, Jr. and J. Cory Tull
email: Paul.Sheridan@lw.com; Cory.Tull@lw.com

(c) If to any Member, to them at their last known mailing or email address in the records of the Company.

SECTION 12.05. Headings. The titles at the heading of each Article or Section of this Agreement are for convenience of reference only, and are not to be deemed a part of the Agreement itself.

SECTION 12.06. Entire Agreement. This Agreement and the other agreements and documents referenced herein or contemplated hereby (including the Investment Agreement) constitute the entire agreement and understanding of the parties hereto with respect to the matters herein set forth, and all prior negotiations and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement, provided, however, that nothing contained in this Agreement shall in any way limit the enforceability of any restrictive covenant in any other agreement to which any Other Investor is a party or any employment agreement between any Member and the Company or any of its Subsidiaries; provided, further, that in the event of any direct conflict between the terms of this Agreement and the terms of the Gulfstream APA, the terms of the Gulfstream APA shall govern.

SECTION 12.07. Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which shall be deemed an original, and all of which shall be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by email or other electronic transmission (including in Adobe PDF format) shall be effective as delivery of a manually executed counterpart to this Agreement.

SECTION 12.08. Amendments; Waiver.

(a) Subject to Section 5.16(a)(viii), this Agreement may be amended, supplemented or otherwise modified only by a written instrument executed by the Board and Holdings; provided, that any amendment, supplement or other modification with respect to the rights of the Members other than Holdings (or with respect to the Units or other Equity Securities held by them) that treats such Members (or Units or other Equity Securities) in a manner that is materially disproportionate from the treatment afforded to Holdings (or the Units or other Equity Securities held by it) shall not be effective without the prior written consent of such other Members holding a majority of the outstanding Units held by such other Members; provided, further, that in no event may this Agreement be amended or otherwise modified in a manner that alters any rights expressly granted to the Carlyle Investor (or its Permitted Transferees) or the Investor Representative without the prior written consent of the Carlyle Investor or the Investor Representative, as applicable. Any proposed amendment, supplement or other modification of this Agreement shall be effective against all Members once approved in accordance with Section 5.16(a)(viii), if applicable, and this Section 12.08(a), even if less than all of the Members execute such amendment, supplement or modification (or such amended and restated Agreement).

(b) No consent to, or waiver, discharge or release (each, a "Waiver") of, any provision of or breach under this Agreement shall be valid or effective unless in writing and signed by the party giving such Waiver, and no specific Waiver shall constitute a Waiver with respect to any other provision or breach, whether or not of similar nature. Failure on the part of

any party hereto to insist in any instance upon strict, complete and timely performance by another party hereto of any provision of or obligation under this Agreement shall not constitute a Waiver by such party of any of its rights under this Agreement or otherwise.

(c) Notwithstanding anything to the contrary contained herein, subject to Section 5.16(a), the Board, in its sole and absolute discretion, may (i) amend Section 3.10 or any other provision of this Agreement to reflect the terms and conditions of any Equity Securities issued in accordance with the terms of this Agreement and any Incentive Units issued in accordance with the terms of this Agreement and the Management Equity Incentive Plan, and (ii) amend Section 3.02 and Section 3.10 to reflect the granting of any Equity Securities issued in accordance with the terms of this Agreement that are intended to be treated as Incentive Units and make any necessary conforming changes to other Sections of this Agreement in connection therewith.

SECTION 12.09. Information Rights. Each Member shall, for so long as it, he or she, collectively with their respective Permitted Transferees, own at least 5% of the issued and outstanding Common Units, be provided (a) as soon as practicable after the end of each quarter of each Fiscal Year, with unaudited consolidated quarterly financial reports of the Company and its consolidated Subsidiaries for each of the first three (3) fiscal quarters of each year; (b) as soon as practicable after the end of each Fiscal Year, with audited consolidated annual financial reports of the Company and its consolidated Subsidiaries; and (c) as soon as practicable after the end of each month of each Fiscal Year, with unaudited consolidated monthly financial reports of the Company and its consolidated Subsidiaries; provided, however, that the information provided pursuant to this Section 12.09 to such Member shall be deemed Confidential Information and subject to Section 12.10.

SECTION 12.10. Confidential Information. Each Member and former Member (each, a "Recipient"), shall keep strictly confidential and not disclose, use, divulge, publish or otherwise reveal, directly or through another Person, any matters or affairs or the business of the Company or any Member (other than such Recipient), including documents and/or information regarding customers, costs, profits, markets, sales, products, product development, key personnel, pricing policies, operational methods, technology, know-how, technical processes, formulae, plans for future development of or concerning the Company, any Member (other than such Recipient) or their respective Affiliates (collectively, "Confidential Information"), except (a) for the purposes permitted by the next sentence, (b) for information that is currently available to the public, or thereafter becomes available to the public other than as a result of a breach of this Section 12.10 by such Recipient or such Recipient's Representatives (as defined below) (in their capacity as such), (c) for disclosures to a Person (other than a Competitor) considering acquiring, directly or indirectly, such Recipient's Units or other Equity Securities, so long as prior to any such disclosure such other Person agrees to be bound by the terms of this Section 12.10, (d) for disclosures to the extent necessary to assert any right or defend any claim arising under this Agreement, (e) for such disclosures, on a usual and customary confidential basis, to a Member's or its Affiliates' tax, accounting and legal advisors of such information as is reasonably necessary for tax, accounting or legal purposes, (f) for disclosures required by Law or legal process, in accordance with this Section 12.10, (g) for such disclosures (on a usual and customary confidential basis) by the Carlyle Investor and its Affiliates to their limited partners, or prospective limited partners or investors or prospective investors in the Carlyle Investor and

its Affiliates and their respective Affiliates, of such financial and tax information as is reasonably necessary solely for the purposes of reporting on or evaluating such investment or (h) for disclosures (on a usual and customary confidential basis) to such Recipient's Affiliates and such Recipient's and its Affiliates' respective directors, officers, employees and consultants to the extent such Persons (in the Recipient's judgment) need to know such Confidential Information (collectively, "Representatives"), it being understood that the Recipient shall be liable for any breach of this Section 12.10 by any Person to whom such Recipient discloses Confidential Information pursuant to clause (g) or clause (h) hereof. A Recipient may use Confidential Information in performing any services or duties on behalf of the Company, so long as such use (i) is solely in connection with the provision of such services or the performance of such duties, and (ii) is reasonably believed to be in the best interests of the Company and its Subsidiaries. To the extent that such Confidential Information is revealed, each Recipient shall use its commercially reasonable efforts to have the Persons receiving such information retain it in confidence and subject always to the restrictions described in this Section 12.10. Upon termination of this Agreement, each Recipient shall return to the Company or applicable Member or destroy all memoranda, notes, records, reports and other documents (including all copies thereof) to the extent containing such Confidential Information which such Recipient may then possess or have under its control, other than any such memoranda, notes, records, reports and other documents stored on such Recipient's back-up servers or otherwise retained for purposes of complying with (or demonstrating compliance with) applicable Laws, internal document retention and business continuity policies and procedures or pursuant to automatic archiving processes. Upon a Person becoming a former Member, such Person shall return to the Company or applicable Member or destroy all memoranda, notes, records, reports and other documents (including all copies thereof) to the extent containing such Confidential Information which such Person may then possess or have under its control, other than any such memoranda, notes, records, reports and other documents stored on such Person's back-up servers or otherwise retained for purposes of complying with (or demonstrating compliance with) applicable Laws, internal document retention and business continuity policies and procedures or pursuant to automatic archiving processes. In the event a Recipient is required by applicable Law or legal process to disclose any Confidential Information, such Recipient shall notify the Company or applicable Member as promptly as practicable, and in any event prior to making any such disclosure (to the extent permitted by Law), so that the Company or applicable Member (at such Person's sole cost and expense) may seek an appropriate protective order or similar relief (and the Recipient shall reasonably cooperate with such efforts by the Company or applicable Member, and shall in any event make only the minimum disclosure required by such applicable Law). The restrictions of this Section 12.10 on disclosure and use of Confidential Information shall continue indefinitely, irrespective of a Member ceasing to be a Member, and irrespective of any termination or other ending of this Agreement, unless or until such Confidential Information (a) is or becomes available to the public other than as a result of a disclosure by the Recipient or its directors, officers, employees, advisors or other Representatives (in their capacity as such) in breach of this Agreement, (b) is or becomes available to the Recipient or its directors, officers, employees, or advisors, or is in or comes into the possession of the Recipient or its directors, officers, employees, or advisors, on a non-confidential basis from a source other than a Member or its directors, officers, employees, or advisors, provided that such source is not reasonably known by the Recipient or its directors, officers, employees, or advisors (as applicable) to be bound by an obligation of confidentiality with respect to such information, or (c) is

independently developed by the Recipient or its directors, officers, employees, or advisors without use or reference to the Confidential Information. For the avoidance of doubt, no Confidential Information may be disclosed by any Recipient to any Competitor, or to any Person who is actively involved, directly or indirectly, in any Competitor activities, and no Confidential Information shall be used for the benefit of any such Competitor (whether by dissemination or otherwise). Notwithstanding the foregoing or anything to the contrary herein, the term "Recipient" shall not include, and no provision of this Section 12.10 shall be applicable to, the direct or indirect portfolio companies of investment funds advised or managed by a Recipient or any of such Recipient's Affiliates, but only to the extent such portfolio companies have not received any Confidential Information from such Recipient or such Recipient's representatives, and no Confidential Information is used for any purpose involving such portfolio companies. Furthermore, the Company acknowledges that any employee or other representative of Purchaser who serves as a director of any such portfolio company, and any such portfolio company, will not be deemed to have received Confidential Information solely due to the dual role of any such employee or other representative so long as such employee or other representative does not provide any Confidential Information to the other directors, officers or employees of such portfolio company, and so long as no Confidential Information is disclosed to any Person, or used for any purpose, other than for the purpose of the Purchaser's performance of its obligations or exercise of its rights, in each case as contemplated by the Investment Agreement or as otherwise permitted by this Section 12.10.

SECTION 12.11. Further Assurances. The parties hereto will sign such further documents, cause such meetings to be held, resolutions passed, exercise their votes and do and perform and cause to be done such further acts and things as may be necessary in order to give full effect to this Agreement and every provision hereof.

SECTION 12.12. Governing Law. This Agreement, and all issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, and all matters based upon, arising out of or related to any of the foregoing, whether arising in Law or equity, shall in all respects be governed by, and construed in accordance with, the applicable Laws of the State of Delaware without giving effect to conflicts of law principles that would permit or require the application of the substantive Laws of any other jurisdiction.

SECTION 12.13. Jurisdiction. Each party agrees and consents to the exclusive jurisdiction of the courts of the State of Delaware or the United States District Court for the District of Delaware, to the extent subject matter jurisdiction exists therefor, for the purposes of any action, suit or proceeding arising out of or relating to this Agreement (whether such action is for breach of contract, tort, breach of fiduciary duty or otherwise), and hereby waives, and agrees not to assert, as a defense in any action, suit or proceeding relating hereto, that it is not subject to such jurisdiction or that such action, suit or proceeding may not be brought or is not maintainable in such courts. Each party hereto irrevocably consents to personal jurisdiction, service and venue in any such court. Notwithstanding the foregoing, any action to enforce a judicial award of a state or federal court in the State of Delaware pursuant to this Section 12.13 may be brought in any court of competent jurisdiction in any state or jurisdiction where the party against which enforcement is sought has operations or owns assets. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of

process on such party as provided in Section 12.04 shall be deemed effective service of process on such party.

SECTION 12.14. Waiver of Jury Trial.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THE PARTIES HERETO RELATING TO THE SUBJECT MATTER HEREOF. EACH OF THE PARTIES HERETO ALSO WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND THAT MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF THE OTHER PARTIES HERETO. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT. EACH OF THE PARTIES HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED OR HAD THE OPPORTUNITY TO REVIEW THIS WAIVER WITH ITS RESPECTIVE LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH SUCH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

SECTION 12.15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of each party hereto; provided, however, that no party hereto may Transfer or assign any of such party's Units or other Equity Securities (or any portion thereof or any beneficial interest therein) or such party's rights, interests or obligations hereunder, except in accordance with the terms of this Agreement. Notwithstanding the foregoing or anything herein to the contrary, upon written notice to the other Members, a Member may assign any right expressly granted to such assigning Member to any Permitted Transferee of such assigning Member, but only for so long as such Person remains a Permitted Transferee of such assigning Member, and such Person shall be admitted as a Member of the Company subject to compliance with Section 2.08, Section 6.01 and Section 6.02 hereof; provided, that any such assignment shall not relieve such assigning Member of its obligations under this Agreement in the event that, following any such assignment, such Person breaches the terms of this Agreement and such action or omission resulting in such breach would have constituted a breach by the assigning Member prior to such assignment.

SECTION 12.16. Third Parties. Nothing contained in this Agreement (other than the provisions of Section 9.02) shall create any rights, claims or benefits inuring to any Person that is not a party hereto nor create or establish any third party beneficiary hereto.

SECTION 12.17. Equitable Remedies. The rights and remedies of the Members under this Agreement shall not be mutually exclusive (i.e., the exercise of one or more of the

rights under this Agreement shall not preclude the exercise of rights under any other provision). Each Member acknowledges that no adequate remedy of law would be available for a breach of this Agreement, and that a breach of this Agreement by one Member would irreparably injure the others, and each Member accordingly agrees that in the event of a breach of any provision, the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy (without proof of actual damages or bond or security being required), and each Member waives the defense in any action and/or proceeding brought to enforce this Agreement that there exists an adequate remedy or that the other Members are not irreparably injured. Nothing contained herein, however, is intended to, nor shall it, limit or affect any rights at Law or otherwise of any Member as against the others for a breach of any provision, it being the intention of this Section 12.17 to make clear the agreement of the Members that the respective rights and obligations of the Members shall be enforceable in equity as well as at Law or otherwise.

SECTION 12.18. Spouses. A spousal consent in the form of Exhibit B (the "Spousal Consent") shall be executed by the spouse of each Member who is a natural Person (including in the event such Person becomes a spouse of such Member following the date hereof). By executing such Spousal Consent, such spouse (x) acknowledges that she or he has read this Agreement and knows its contents and agrees to be bound in all respects by the terms of this Agreement to the same extent as the Members, and (y) agrees that should she or he predecease the Member to whom she or he is married or should she or he become divorced from such Member, any of the Units of Equity Securities which such spouse may own, or in which she or he may have any interest, shall remain subject to all of the restrictions and to all of the rights of the Members contained in this Agreement.

SECTION 12.19. Investor Representative. The Investor Representative shall have such powers and authority as are necessary to carry out the functions expressly assigned to it under this Agreement. All actions taken by the Investor Representative under this Agreement in accordance with the terms hereof shall be binding upon the holders of Investor Units and their successors as if expressly confirmed and ratified in writing by each of them. The Investor Representative shall have no liability to the Company (absent willful misconduct) or to any Member with respect to actions taken or omitted to be taken in its capacity as the Investor Representative. A decision, act, consent or instruction of the Investor Representative relating to this Agreement or the matters addressed herein will constitute a decision of each holder of Investor Units and will be final, binding, and conclusive upon each such holder, and the Company, the Board and each Member shall at all times be entitled to conclusively rely upon any such decision, act, consent or instruction received from the Investor Representative. None of the Company, the Board or any Member will have any duty to inquire or seek verification with respect to any decision, act, consent or instruction of the Investor Representative.

[*The remainder of this page is intentionally left blank.*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

HOLDINGS:

SIEGFRIED HOLDINGS, INC.

By:______________________________________
Name:
Title:

CARLYLE INVESTOR:

AMELIA ACQUISITION L.L.C.

By:_______________________________________
Name:
Title:

Schedule I

List of Initial Officers

Name	**Title**
Meredith Siegfried Madden	Chief Executive Officer
Paul Kenneth Lackey, Jr.	Chairman
Steven P. Levesque	Chief Financial Officer
Albert J. Givray	General Counsel
J. Terrell Siegfried	Assistant General Counsel & Corporate Secretary
Lee K. Simpson	Assistant General Counsel
Vacant position	Treasurer
Philip R. Marshall	Vice President, General Manager, Manufacturing Operations
Bailey J. Siegfried	Vice President, Culture, Communication, HR, IT
Joel R. Dougherty	Vice President, Human Resources & Facilities
Raegen Siegfried	Vice President, HushWorks
James A. Lane	Vice President, Strategy, Sales & Business Development
Carlos R. Flores	Vice President, Manufacturing Sales
Galen Deeds	Vice President, Engineering, Manufacturing
Jodi L. Hackler	Vice President, Ethics & Compliance Officer
Timothy C. Jackson	Vice President, Information Technology
John Clawson	Vice President, NTR Support
James M. Thompson	Vice President, Quality & Technology
Alain R. Poupin	Vice President, Sales for Europe, Middle East & Africa
Marc C. Overton	Vice President, Business Development, MRO
William Lawless	Acting Vice President, Supply Chain (to fill vacancy)
T. Hastings Siegfried	Vice Chairman, COO - Repair Group, PartPilot
Barry C. Walters	Vice President, Sales, PartPilot LLC
Samuel J. Farris	Vice President, Operations, PartPilot LLC

Schedule II

EBITDA Definition and Calculation

"EBITDA" means Net Income of the Company and its Subsidiaries on a consolidated basis:

(i) plus, Income Tax Expense;
(ii) plus, Depreciation;
(iii) plus, Amortization;
(iv) plus/minus, Interest Income/Expense, Net;
(v) plus/minus, Gain/Loss on Property, Plant and Equipment, Net;
(vi) plus/minus, Gain/Loss on Rotables, Net;
(vii) plus/minus, variable interest entity adjustment, to exclude any unowned portion of EBITDA;
(viii) plus, non-recurring expenses associated with the bankruptcy, restructuring initiatives, or one-time professional fee expenses,
(ix) minus, Miscellaneous Income;
(x) minus, Gulfstream back office reimbursements;
(xi) plus/minus, Unrealized Gains/Losses, Net;
(xii) plus/minus, full-year ratable bonus expense;
(xiii) plus/minus, Percentage of Completion Accounting Adjustments;
(xiv) minus, one-time impact of new accounting revenue recognition and lease guidance / regulation;
(xv) minus, the pro forma impact of headcount cost savings, which are specifically identifiable and represent savings against actual expense in accordance with Regulation S-X; and
(xvi) minus, EBITDA related to the G500 business.

The definition of EBITDA may be adjusted by mutual agreement of Holdings and the Investor Representative.

An illustrative calculation of EBITDA for FY18 is provided below:

[*To insert illustrative EBITDA calculation*]

Exhibit A

Ownership of Members

Name	**Common Units**[4]	**Percentage Interest**	**Capital Account Balance**
Siegfried Holdings, Inc.	38,854.569	55%	$140,000,000.00
Amelia Acquisition L.L.C.	31,790.102	45%	$140,000,000.00

[4] **Note to Draft**: Units rounded to nearest thousandth.

Exhibit B

Form of Spousal Consent

I __________________, spouse of _____________, have read the Amended and Restated Limited Liability Company Agreement of The NORDAM Group LLC (the "Company"), dated as of [●], 2019 (the "Agreement") and hereby approve the Agreement (including any amendments thereto from time to time). In consideration of the issuance of the Units or other Equity Securities to my spouse as set forth in the Agreement and any subscription agreement or grant agreement, as applicable, I hereby appoint my spouse as my attorney-in-fact with respect to the exercise of any rights under the Agreement and any such subscription agreement or grant agreement, as applicable, and agree to be bound by the provisions of the Agreement and any such subscription agreement or grant agreement, as applicable, insofar as I may have any rights in said Agreement and any such subscription agreement or grant agreement, as applicable, or any Units or other Equity Securities issued pursuant thereto under the community property Laws or similar Laws relating to marital property in effect in the state of our residence as of the date of the signing of the Agreement. Capitalized terms used herein and not defined will have the meanings ascribed thereto in the Agreement, as may be amended from time to time, or any successor agreement thereto.

Dated: __________________ Signature: _______________________

Exhibit C

Estimated Tax Information Form

K-1 ESTIMATE
FOR TAX YEAR ENDED 12/31/2018

Entity Name:
Address:
EIN:

Note: If income allocation percentages differ from capital percentages, please provide brief explanation.

Carlyle UBTI % 0.00%

Per Draft 2018 Sch K-1 Line		A Partnership Total 100%	B Carlyle Share	C Carlyle's Share ECI	D Carlyle's Share FDAP	E Carlyle's Share UBTI - Qualified	E Carlyle's Share UBTI - Non Qualified
	Supplemental Information						
	Current Year Depreciation - RO.Current Year Depreciation		-				
	Current Year Amortization - RO.Current Year Amortization		-				
1	Ordinary business income (loss)		-	-		-	-
1	Ordinary income - Gain on Sale		-	-		-	-
2	Net rental real estate income (loss)		-	-		-	-
2	Net rental real estate income (loss) - STCG		-	-		-	-
3	Other net rental income (loss)		-	-		-	-
4	Guaranteed payments		-	-		-	-
5	Interest Income		-		-		
6a	Ordinary dividends		-		-		
6b	Qualified dividends		-		-		
6c	Dividend equicalents		-				
7	Royalties		-	-		-	-
8	Net short-term capital gain (loss)		-	-		-	-
9a	Net long-term capital gain (loss)		-	-		-	-
9b	Collectibles (28%) gain (loss)		-	-		-	-
9c	Unrecaptured section 1250 gain		-	-		-	-
10	Net section 1231 gain (loss)		-	-		-	-
11a	Other Portfolio Inc./(loss)		-	-		-	-
11b	Involuntary conversions		-	-		-	-
11c	Sec. 1256 contracts & straddles		-	-		-	-
11d	Mining exploration costs recapture		-	-		-	-
11e	Cancellation of debt		-	-		-	-
11f	Section 951A Income		-	-		-	-
11G	Section 965(a) inclusion		-	-		-	-
11H	Subpart F income other than sections 951A and 965 inclusion		-	-		-	-
11I	Other income (loss)		-	-		-	-
12	Section 179 deduction		-	-		-	-
13a	Cash Contributions (60%)		-	-		-	-
13b	Cash contributions (30%)		-	-		-	-
13c	Noncash contributions (50%)		-	-		-	-
13d	Noncash contributions (30%)		-	-		-	-
13e	Capital gain property to a 50% organization (30%)		-	-		-	-
13f	Capital gain property (20%)		-	-		-	-
13g	Contributions (100%)		-	-		-	-
13h	Investment interest expense		-	-		-	-
13i	Deduction - Royalty income		-	-		-	-
13j	Section 59(e)(2) Expenditures		-	-		-	-
13k	Excess business interest expense		-	-		-	-
13l	Deductions - portfolio (Other)		-	-		-	-
13m	Amounts paid for medical insurance		-	-		-	-
13n	Educational assistance benefits		-	-		-	-
13o	Dependent care benefits		-	-		-	-
13p	Preproductive period expenses		-	-		-	-
13q	Commercial revitalization deduction from rental real estate activities		-	-		-	-
13r	Pensions and IRAs		-	-		-	-
13s	Reforestation expense deduction		-	-		-	-
13w	Other deductions		-	-		-	-
13x	Section 965(c) deduction		-	-		-	-
14a	Net earnings (loss) from self-employment		-				
14b	Gross farming or fishing income		-				
14c	Gross non-farm income		-				
15a	Low-income housing credit (section 42(j)(5)) from pre-2008 buildings		-				
15b	Low-income housing credit (other) from pre-2008 buildings		-				
15e	Low-income housing credit (section 42(j)(5)) from post-2007 buildings		-				
15d	Low-income housing credit (other) from post-2007 buildings		-				
15e	Qualified rehabilitation expenditures (rental real estate)		-				
15f	Other rental real estate credits		-				
15g	Other rental credits		-				
15p	Other credits		-				
16a	Name of foreign country or US possession (list all)		-				
16b	Gross income from all sources		-				
16c	Gross income sourced at partner level		-				
	Foreign gross income sourced at partnership level:		-				
16d	Section 951A category		-				
16e	Foreign branch category		-				
16f	Passive category		-				
16g	Geneal category		-				
16h	Other		-				
	Deductions allocated and apportioned at partnership level:		-				
16i	Interest expense		-				
16j	Other		-				
	Deductions allocated and apportioned at partnership level to foreign source income						
16k	Section 951A category		-				
16l	Foreign branch category		-				
16m	Passive category		-				
16n	Geneal category		-				
16o	Other		-				
	Other information						
16p	Total foreign taxes paid		-				
16q	Total foreign taxes accrued		-				
16r	Reduction in taxes available for credit		-				
16s	Foreign trading gross receipts		-				
16t	Extraterritorial income exclusion		-				
16u	Section 951A(c)(1)(A) tested income		-				
16v	Tested foreign income tax		-				
16w	Section 965 information		-				
16x	Other foreign transactions		-				
17a	Post-1986 depreciation adjustment		-				
17b	Adjusted gain or loss		-				
17c	Depletion (other than gas and oil)		-				
17d	Oil, gas, and geothermal properties -- gross income		-				
17e	Oil, gas, and geothermal properties -- deductions		-				
17f	Other AMT items		-				
18a	Tax-exempt interest income		-				
18b	Other tax-exempt income		-				
18c	Nondeductible expenses		-				
19a	Distributions of cash and marketable securities		-				
19b	Distribution subject to section 737		-				
19c	Distributions of other property		-				
20a	Investment income		-				
20b	Investment expenses		-				
20m	Recapture of section 179 Deduction		-				
20n	Interest Expense for Corporate Partners		-				
20z*	Section 199A income		-				
20AA*	Section 199A W-2 wages		-				
20AB*	Section 199A unadjusted basis		-				
20AC*	Section 199A REIT dividends		-				
20AD*	Section 199A PTP income		-				
20AE	Excess taxable income		-				
20AF	Excess business interest income		-				
20AG	Gross receipts for section 59A(e)		-				
20AH	Other information		-				
	Totals	-	-	-	-	-	-

*Please provide detail for each separate TOB

GILTI Inclusion (if applicable)

Name of CFC:
EIN or Reference ID:
Flow-Thru Ownership Percentage:
Distributive Share of Flow Thru's GILTI Inclusion (if applicable):
Tested Income:
Tested Loss:
Pro Rata Share of Tested Income:
Pro Rata Share of Tested Loss:
Pro Rata Share of Qualified Business Asset Investment (QBAI) Multiplied by 10%:
Pro Rata Share of Interest Expense:
Specified Interest Expense:

pwc

Note 1: In the event of a property disposition, enter the**NET** tax gain in the 'Sales - Gross Receipts' attribute for the state where the property is locate
Note 2: In the 'Sales - Rental' attribute field enter**GROSS** rental revenues (e.g., from Form 8825 Line 2 or Line 18a). Do not enter net amounts (e.g., from Form 8825 Line 21 or Schedule K Line :
Note 3: All balances entered for "Accumulated Depreciation" attributes must be entered as negative value
Note 4: Do not input multiplied values (x8) into the 'Property - Net Rentals' attribut

Carlyle Tax Questionnaire

For Review Purposes Only

Calendar Year 2018

Enter **ONLY Carlyle's share** of state apportionment items. Apportionment data must be input on a GAAP basis.
Ex. Carlyle Entity A owns 73% interest in Pass-Thru B, input only the amount representing 73% of Pass-Thru B's apportionment factors into apportionment attributes

STATE APPORTIONMENT SCHEDULE

Portfolio Entity Name: Entity Name
Portfolio Entity Address: 0

	Note 1					Note 2																								Note 3			Note 4
State/Jurisdiction	Sales - Gross Receipts	Sales - Other Receipts	Sales - Other Royalties	Sales - Receipts from Services	Sales - Sales within State to within State	Sales - Rents	Sales - Interest	Payroll - Salaries, Wages and Payroll	Payroll - Other Compensation Paid or Accrued	Payroll - Commissions	Payroll - Salesman's Salaries	Property - Land Ending	Property - Inventory - Ending	Property - Intangible Assets - Ending	Property - Construction-in-Progress - Ending	Property - Other Property - Ending	Property - Building - Ending	Property - Building - Accumulated Depreciation - Ending	Property - Other Depreciable Assets - Ending	Property - Other Depreciable Assets - Accumulated Depreciation - Ending	Property - Depletable Assets - Ending	Property - Depletable Assets - Accumulated Depreciation - Ending	Property - Leasehold Improvements - Ending	Property - Leasehold Improvements - Accumulated Depreciation - Ending	Property - Machinery & Equipment - Ending	Property - Machinery & Equipment - Accumulated Depreciation - Ending	Property - Mobile Property Ending	Property - Mobile Property Accumulated Depreciation - Ending	Property - Furniture & Fixtures - Ending	Property - Furniture & Fixtures - Accumulated Depreciation - Ending	Property - Net Rentals	Property - Tangible Personal Property - Gross Rentals	Property - Real Property - Gross Rentals
Alabama																																	
Alaska																																	
Arizona																																	
Arkansas																																	
California																																	
Colorado																																	
Connecticut																																	
Delaware																																	
District of Columbia																																	
Florida																																	
Georgia																																	
Hawaii																																	
Idaho																																	
Illinois																																	
Indiana																																	
Iowa																																	
Kansas																																	
Kentucky																																	
Louisiana																																	
Maine																																	
Maryland																																	
Massachusetts																																	
Michigan																																	
Minnesota																																	
Mississippi																																	
Missouri																																	
Montana																																	
Nebraska																																	
Nevada																																	
New Hampshire																																	
New Jersey																																	
New Mexico																																	
New York																																	
New York City																																	
North Carolina																																	
North Dakota																																	
Ohio																																	
Oklahoma																																	
Oregon																																	
Pennsylvania																																	
Rhode Island																																	
South Carolina																																	
South Dakota																																	
Tennessee																																	
Texas																																	
Utah																																	
Vermont																																	
Virginia																																	
Washington																																	
West Virginia																																	
Wisconsin																																	
Wyoming																																	
Foreign Country																																	
Other																																	
Entity Total	-					-	-	-	-	-		-	-		-		-	-	-	-									-	-	-		

Exhibit B

NewCo Organizational Documents

**CERTIFICATE OF INCORPORATION
OF
SIEGFRIED HOLDINGS, INC.**

I, the undersigned, for the purposes of incorporating and organizing a corporation under the General Corporation Law of the State of Delaware, do execute this Certificate of Incorporation and do hereby certify as follows:

ARTICLE I

The name of the corporation is Siegfried Holdings, Inc. (the "Corporation").

ARTICLE II

The registered office of the Corporation in the State of Delaware is 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The Corporation's registered agent in that office is The Corporation Trust Company.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law.

ARTICLE IV

The total number of shares which this Corporation shall have authority to issue is Fifty Thousand (50,000) shares of Common Stock, par value Ten Cents ($0.10) per share.

ARTICLE V

The amount of the authorized stock of the Corporation of any class or classes may be increased or decreased by the affirmative vote of the holders of a majority of the stock of the Corporation entitled to vote. The Corporation shall not issue any non-voting equity securities.

ARTICLE VI

Elections of Directors need not be by ballot unless the Bylaws of the Corporation shall so provide. Any Director may be removed from office either with or without cause at any time by the affirmative vote of Stockholders of record holding a majority of the outstanding shares of the stock of the Corporation entitled to vote, given at a meeting of the Stockholders called for that purpose.

ARTICLE VII

In furtherance and not in limitation of the powers conferred upon the Board of Directors by law, the Board of Directors is expressly authorized:

(a) To make, adopt, alter, amend and repeal from time to time Bylaws of the Corporation, subject to the right of the Stockholders to alter and repeal Bylaws made by the Board of Directors.

(b) By a majority of the whole Board of Directors, to designate one or more committees to consist of one or more of the Directors of the Corporation. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member of a committee. The Bylaws may provide that in the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, or in the Bylaws of the Corporation, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the Stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the Stockholders a dissolution of the Corporation or a revocation of a dissolution, or amending the Bylaws of the Corporation.

ARTICLE VIII

Meetings of the Stockholders of the Corporation may be held at such place, either within or without the State of Delaware, as may be designated in or by the Corporation's Bylaws. The books of the Corporation may be kept, subject to applicable law, inside or outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

ARTICLE IX

To the extent permitted by the Delaware General Corporation Law, no contract or transaction between the Corporation and one or more of its Directors or Officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its Directors or Officers are Directors or Officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the Directors or Officers are present at or participate in the meetings of the Board of Directors or committee thereof which authorized the contract or transaction, or solely because the Directors or Officers or their votes are counted for such purpose. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or a committee thereof which authorizes the contract or transaction.

ARTICLE X

To the extent and in the manner provided by the Delaware General Corporation Law, the Board of Directors is expressly authorized to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a Director, Officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred.

ARTICLE XI

No Director of the Corporation shall be personally liable to the Corporation or any of its Stockholders for monetary damages for breach of fiduciary duty as a Director, except for liability (a) for any breach of the Director's duty of loyalty to the Corporation or its Stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, (c) under Section 174 of the Delaware General Corporation Law, or (d) for any transaction from which the Director derived any improper personal benefit. Neither the amendment nor repeal of this Article XI, nor the adoption of any provision of the Corporation's Certificate of Incorporation inconsistent with this Article XI, shall eliminate or reduce the effect of this Article XI in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article XI, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

ARTICLE XII

Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its Stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware, on the application in a summary way of this Corporation or of any creditor or Stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code, may order a meeting of the creditors or class of creditors, and/or of the Stockholders or class of Stockholders of this Corporation, as the case may be, to be summoned in such manner as the court directs. If a majority in number representing three-fourths (3/4) in value of the creditors or class of creditors, and/or of the Stockholders or class of Stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as a consequence of such compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, and/or on all the Stockholders or class of Stockholders, of this Corporation, as the case may be, and also on this Corporation.

ARTICLE XIII

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall, to the fullest extent permitted by law, be the sole and exclusive forum for (1) any derivative action or proceeding brought on

behalf of the Corporation, (2) any action asserting a claim of breach of a fiduciary duty owed by any Director, Officer, other employee or Stockholder of the Corporation to the Corporation or the Corporation's Stockholders, (3) any action asserting a claim arising pursuant to any provision of the General Corporation Law of the State of Delaware or as to which the General Corporation Law of the State of Delaware confers jurisdiction on the Court of Chancery of the State of Delaware, or (4) any action asserting a claim governed by the internal affairs doctrine. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article XIII.

ARTICLE XIV

The Pre-Incorporation Subscription Agreement, dated March 27, 1977 (the "1977 Agreement"), a copy of which is on file with the Corporation, shall apply, as operative, to the Corporation and to each person or entity (other than The NORDAM Group, Inc. as initial sole Stockholder of the Corporation ("NORDAM")) who or which becomes a Stockholder of the Corporation or otherwise acquires (whether directly or indirectly and whether by original issue or by transfer, assignment, pledge, merger, consolidation, conversion, division, operation of law or otherwise) shares of capital stock of the Corporation or interests therein, and any person or entity (other than NORDAM) shall, as a condition to becoming a holder of such shares or otherwise acquiring any interest therein, be deemed to have consented to the operative terms thereof, including the restrictions on transfer and ownership set forth therein. Without limiting the generality of the foregoing, the restrictions on transfer and ownership set forth in the 1977 Agreement shall be incorporated by reference into this Certificate of Incorporation and, as so incorporated, shall apply to the shares of capital stock of this Corporation and any holder thereof or of any interest therein, *mutatis mutandis*.

ARTICLE XV

The incorporator of the Corporation is The NORDAM Group, Inc., whose mailing address is 6911 North Whirlpool Drive, Tulsa, Oklahoma, 74117.

ARTICLE XVI

Notwithstanding anything to the contrary set forth herein, but without limitation on any of the other restrictions on transfer and ownership set forth herein, no shares of Common Stock of the Corporation shall be transferred, assigned, pledged or be subject to any other act (whether directly or indirectly, by operation of law or with or without consideration) if such transfer, assignment, pledge or act would cause the Corporation to be treated as anything other than an S Corporation for U.S. federal income tax purposes, as determined by the Board of Directors in its sole discretion, without the prior unanimous written consent of the Board of Directors. Any purported transfer, assignment, pledge or other act in respect of the shares of Common Stock of the Corporation in violation of the foregoing shall be void ab initio.

ARTICLE XV

The Delaware Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all action for indemnification brought under Article X of this Certificate of Incorporation.

The undersigned incorporator hereby acknowledges that the foregoing Certificate of Incorporation is his act and deed on this the ___ day of March 2019.

Incorporator
The NORDAM Group, Inc.

By: ____________________________________
Name: Meredith Siegfried Madden
Title: Chief Executive Officer

BYLAWS

OF

SIEGFRIED HOLDINGS, INC.

(DELAWARE CORPORATION)

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BYLAWS

OF

SIEGFRIED HOLDINGS, INC.

(DELAWARE CORPORATION)

ARTICLE I

Offices and Fiscal Year

SECTION 1.01. Registered Office. The registered office of the Corporation shall be in the City of Wilmington, County of New Castle, State of Delaware, until otherwise established by the Board of Directors and a statement of such change is filed in the manner provided by the General Corporation Law of the State of Delaware.

SECTION 1.02. Other Offices. The Corporation may also have offices at such other places within or without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation requires.

SECTION 1.03. Fiscal Year. The fiscal year of the Corporation shall be the calendar year unless otherwise fixed by resolution of the Board of Directors.

ARTICLE II

Meetings of Stockholders

SECTION 2.01. Place of Meeting. All meetings of the Stockholders of the Corporation shall be held at the registered office of the Corporation or at the principal offices of the Corporation in Tulsa, Oklahoma, or at such other place within or without the State of Delaware as shall be designated by the Board of Directors as set forth in the notice of such meeting.

SECTION 2.02. Annual Meeting. Unless Directors are elected by written consent in lieu of an annual meeting as permitted by this Section 2.02 an annual meeting of the stockholders of the Corporation, for the election of Directors and for the transaction of such other business as may properly come before the meeting, shall be held in each year on the second Tuesday of April at 8:30 a.m. (central time), or at such other time as shall be designated by the Board of Directors as set forth in the notice of such meeting. If such day is a legal holiday, the annual meeting shall be held on the following business day. If the annual meeting is not held on such date, the Board of Directors shall cause a meeting to be held as soon thereafter as convenient. Stockholders may, unless the Certificate of Incorporation otherwise provides, act by written consent to elect Directors; provided, however, that if the consent is less than unanimous, the action by written consent may be in lieu of holding an annual meeting only if all of the directorships to which the

Directors could be elected at an annual meeting held at the effective time of the action are vacant and are filled by the action.

SECTION 2.03. Special Meetings. Special meetings of the Stockholders of the Corporation may be called at any time by the Chairman of the Board, Chief Executive Officer, President, Secretary, a majority of the Board of Directors or by the Stockholders owning a majority of the entire capital stock of the Corporation issued and outstanding and entitled to vote for any purpose or purposes for which meetings may be lawfully called. The call of a special meeting shall be by written request to the Chief Executive Officer, President or Secretary, which shall state the purpose or purposes of the meeting. Upon receipt of a written request for a special meeting made in the manner required herein, the Chief Executive Officer, President, or Secretary shall fix the date of the meeting, which shall be not less than 10 nor more than 60 days after the receipt of the request, and cause notice of the meeting to be given. If the Chief Executive Officer, President or Secretary shall neglect or refuse to give notice of the meeting, the person or persons calling the meeting may do so.

SECTION 2.04. Notice of Meetings. Written notice of the place, date and time of every meeting of the Stockholders, whether annual or special, shall be given by the Secretary or an Assistant Secretary of the Corporation to each Stockholder of record having voting power with respect to the business to be transacted at such meeting not less than 10 nor more than 60 days before the date of the meeting. Each notice of a special meeting shall state the purpose or purposes for which the meeting is being called. Any meeting at which all Stockholders having voting power with respect to the business to be transacted at the meeting are present and participating, either in person or represented by proxy, shall be a valid meeting for the transaction of business, notwithstanding that notice has not been given as hereinabove provided.

SECTION 2.05. Quorum, Manner of Acting and Adjournment. The holders of a majority of the stock issued and outstanding and entitled to vote at a meeting of Stockholders, present in person or represented by proxy, shall constitute a quorum at all meetings of the Stockholders for the transaction of business except as otherwise provided by the General Corporation Law of the State of Delaware, by the Certificate of Incorporation or by these Bylaws. If, however, a quorum shall not be present or represented by proxy at any meeting of the Stockholders, the Stockholders entitled to vote at the meeting, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At any reconvening of such adjourned meeting, at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than 30 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjournment meeting shall be given to each Stockholder of record having voting power with respect to the business to be transacted at such meeting.

When a quorum is present (in person or represented by proxy) at any meeting, the vote of the holders of a majority of the stock having voting power with respect to a question brought

before the meeting, present in person or represented by proxy, shall decide the question, unless the question is one upon which, by express provision of the General Corporation Law of the State of Delaware, the Certificate of Incorporation or these Bylaws, a different vote is required, in which case such express provision shall govern and control on such question. The election of the Directors of the Corporation shall require the vote of a plurality of the stock entitled to vote present in person or represented by proxy at a duly convened meeting of Stockholders.

The Stockholders present in person or represented by proxy at a duly organized meeting may continue to decide any question brought before the meeting until adjournment, notwithstanding the withdrawal of enough Stockholders to leave less than a quorum. Business transacted at all special meetings shall be confined to the purpose or purposes of the meeting stated in the notice.

SECTION 2.06. Organization of Meeting. At every meeting of the Stockholders the Chairman of the Board shall preside over the meeting. In the absence of the Chairman of the Board, one of the following persons present at the meeting, in the order stated, shall act as chairman of the meeting: Vice Chairman of the Board, Chief Executive Officer, a chairman designated by the Board of Directors, or a chairman chosen by a majority of the Stockholders entitled to vote at the meeting, present in person or represented by proxy. The Secretary, or, in his or her absence, an Assistant Secretary or a person appointed by the chairman of the meeting, shall act as Secretary of the meeting.

Voting at meetings of Stockholders need not be by written ballot and, unless otherwise required by the General Corporation Law of the State of Delaware, need not be conducted by inspectors of election unless so determined by the holders of a majority of the stock having voting power, present in person or represented by proxy at such meeting. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of Stockholders as it shall deem appropriate. Except to the extent inconsistent with rules and regulations adopted by the Board of Directors, the chairman of any meeting of Stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, establishment of the following: (i) the agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to Stockholders of record of the Corporation, their duly authorized and constituted proxies and such other persons as the chairman of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitation on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of Stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

SECTION 2.07. Voting; Proxies. Except as provided in the Certificate of Incorporation or in a resolution adopted by the Board of Directors pursuant to Section 151 of the General Corporation Law of the State of Delaware and subject to Section 213 of such Law, each Stockholder shall at every meeting of the Stockholders be entitled to one vote, in person or represented by proxy, for each share of capital stock having voting power held by such Stockholder. In order to be valid, any such proxy shall be executed and delivered in accordance with the requirements of the Delaware General Corporation Law. No proxy shall be voted after three years from its date, unless the proxy provides for a longer period. Each proxy shall be executed in writing by the Stockholder or by his or her duly authorized attorney-in-fact and filed with the Secretary of the Corporation or the secretary of the meeting prior to being voted. A proxy shall be revocable at will notwithstanding any other agreement or any provision in the proxy to the contrary but the revocation of a proxy shall not be effective until notice thereof has been given to the Secretary of the Corporation or the secretary of the meeting.

At each meeting of the Stockholders, the polls shall be opened and closed. The proxies and the ballots shall be received and taken in charge and all questions touching the qualifications of voters and the validity of proxies and the acceptance or rejection of votes shall be decided by three (3) inspectors, if required by Section 2.06 of this Article, or by the chairman of the meeting, if inspectors are not required by Section 2.06 of' this Article. At any meeting where inspectors are required by Section 2.06, such inspectors shall be appointed by the Board of Directors before or at the meeting, or if no such appointment shall have been made, then by the chairman of the meeting. If, for any reason, any of the inspectors previously appointed shall fail to attend or refuse or be unable to serve, inspectors in place of any so failing to attend or refusing or unable to attend shall be appointed in like manner.

SECTION 2.08. Consent of Stockholders in Lieu of Meeting. Except as provided in the Certificate of Incorporation or the General Corporation Law of the State of Delaware, any action required to be taken at an annual or special meeting of Stockholders of the Corporation, or any action which may be taken at an annual or special meeting of the Stockholders, may be taken without a meeting , without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be (i) signed by the holders of issued and outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present in person or represented by proxy and voted and (ii) delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business or the Secretary of the Corporation. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Every written consent shall bear the date of signature of each Stockholder who signs the consent. No written consent shall be effective to take the corporate action referred to therein unless, within 60 days after the earliest dated consent, written consents signed by a sufficient number of the Stockholders to take the action are delivered to the Corporation in the manner required herein. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those Stockholders who have not consented in writing.

SECTION 2.09. Voting Lists. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least 10 days before every meeting of Stockholders, a complete list of the Stockholders entitled to vote at the meeting. The list shall show the address of each Stockholder and the number of shares entitled to vote at the meeting registered in the name of each Stockholder. The list shall be open to the examination of any Stockholder for any purpose germane to the meeting during ordinary business hours for a period of at least 10 days prior to the meeting either at the place where the meeting is to be held, which place shall be specified in the notice of the meeting, or at the principal offices of the Corporation. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any Stockholder who is present.

ARTICLE III

Board of Directors

SECTION 3.01. Powers. The Board of Directors shall have full power to manage the business and affairs of the Corporation; and all powers of the Corporation, except those specifically reserved or granted to the Stockholders by the General Corporation Law of the State of Delaware the Certificate of Incorporation or these Bylaws, are hereby granted to and vested in the Board of Directors.

SECTION 3.02. Number and Term of Office. The Board of Directors shall consist of such number of Directors, not less than three (3) nor more than thirteen (13), as may be determined from time to time (within the forgoing specified limits) by resolution of the Board of Director or by the Stockholders at an annual meeting or any special meeting. The Directors shall be elected at the annual meeting of the Stockholders or any special meeting of the Stockholders or as otherwise permitted by the General Corporation Law of the State of Delaware. Each Director shall serve until the next annual election or until his or her successor shall have been elected and shall qualify, except in the event a Director resigns pursuant to Section 3.03 of this Article or is removed pursuant to Section 3.16 of this Article prior to such time. All Directors of the Corporation shall be natural persons of full age, but need not be residents of the State of Delaware or Stockholders of the Corporation.

SECTION 3.03. Resignations. A Director of the Corporation may resign at any time by giving written notice to the chairman of the Board, Vice Chairman of the Board, Chief Executive Officer, President or the Secretary of the Corporation. A resignation shall become effective upon receipt or at such later time as shall be specified therein and unless otherwise specified therein the acceptance of a resignation hall not be necessary to make it effective.

SECTION 3.04. Vacancies and Newly- Created Directorships. Vacancies in Directorships and newly-created Directorships resulting from any increase in the authorized number of Directors may be filled by the vote of the Stockholders at an annual meeting or a special meeting duly called, or by a majority vote of the Directors then in office, though less than a quorum, or by a sole remaining Director. Each Director so chosen shall hold office until the next annual election by the Stockholders or until his or her successor shall have been duly

elected and shall qualify or until such Director's earlier resignation or removal. If at any time by reason of death or resignation or other cause, the Corporation should have no Directors in office, then an election of Directors may be held by the Stockholders or in the manner provided by the General Corporation Law of the State of Delaware.

SECTION 3.05. Organization of Meeting. At every meeting of the Board of Directors, the Chairman of the Board, or, in his or her absence, the Vice Chairman of the Board, or, in his or her absence, the Chief Executive Officer, or, in his or her absence, the President, or, in his or her absence, a chairman chosen by a majority of the Directors present, shall preside, and the Secretary, or, in his or her absence, an Assistant Secretary or any person appointed by the chairman of the meeting, shall act as Secretary of the meeting.

The Board of Directors of the Corporation may by resolution adopt rules and regulations for the conduct of meetings of the Board of Directors. Except to the extent inconsistent with rules and regulations, adopted by the Board of Directors, the chairman of any meeting of the Board of Directors shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman are appropriate for the proper conduct of the meeting. Such rules regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting , may include, without limitation, establishment of the following: (i) the agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present;·(iii) limitations on attendance at or participation in the meeting to Directors and such other persons as the chairman of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by meeting participants. Unless and to the extent determined by the Board of Directors or the chairman of the meeting meetings of the Board of Directors shall not be required to be held in accordance with the rules of parliamentary procedure.

SECTION 3.06. Place of Meeting. The Board of Directors may hold its meetings, both regular and special, at such place or places within or without the State of Delaware as the Board of Directors may from time to time appoint or as may be designated in then notice calling the meeting.

SECTION 3.07. Organization Meeting. The first meeting of each newly-elected Board of Directors shall, unless otherwise specified by the vote of the Stockholders at the annual meeting at which the Director are elected, be held immediately after the annual meeting of Stockholder. Notice of such meeting to the newly-elected Directors shall not be necessary in order legally to constitute the meeting, provided a quorum shall be present.

SECTION 3.08. Regular Meetings. Regular meetings of the Board of Directors may be held without notice except as provided in Section 8.05, at such time and place as shall be designated from time to time by the Board of Directors. If the date fixed for any regular meeting be a legal holiday under the laws of the State where such meeting is to be held, then the same shall be held on the next succeeding business day, not a Saturday, or at such other time as may

be determined by the Board of Directors. At such meetings, the Directors shall transact such business as may properly be brought before the meeting.

SECTION 3.09. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairman of the Board, the Vice Chairman of the Board, the Chief Executive Officer, the President, or by two or more of the Directors. Notice of each such meeting shall be given to each Director at least 2 days (in the case of notice by electronic mail, hand delivery in person facsimile or mail) before the date of the meeting. Each such notice shall state the time and place of the meeting to be so held. Notice shall be deemed to have been given to such Director as provided in Section 4.01 of Article IV hereof. No notice needs to be given to any Director who attends the meeting without protesting the lack of notice prior to or at the commencement of the meeting. Except as otherwise specifically provided in these Bylaws, no notice of the purposes of any special meeting of the Board of Director need be given to the Director and, unless otherwise indicated in the notice thereof, any and all business properly brought before the meeting may be transacted at any special meeting.

SECTION 3.10. Quorum, Manner of Acting and Adjournment. At all meetings of the Board, a majority of the Directors present shall constitute a quorum for the transaction of business. Except as may be otherwise specifically provided by the General Corporation Law of the State of Delaware or by the Certificate of Incorporation or these Bylaws, the vote of majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum shall be present.

SECTION 3.11. Committees. The Board of Directors may, by resolution or resolutions passed by vote of a majority of the entire Board, designate an executive committee, an audit committee, a compensation committee, a governance committee and/or one or more other committees each committee to consist of three (3) or more Directors of the Corporation. The Board of Directors shall adopt a charter for a committee which shall govern the duties and actions of such committee. Such committee or committees shall have such name or names as may be determined from time to time by the Board of Directors. Each committee so formed shall fix the time and place of its meetings and its own rules of procedure and shall keep regular minutes of its meetings and report from time to time to the Board of Directors. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. A majority of the members of any committee, as at the time constituted, shall be necessary to constitute a quorum, and the acts of a majority of the members of any committee who are present at any meeting at which a quorum is present shall be the act of such committee. Any vacancy in any committee shall be filled by the Board of Directors.

Any such committee, to the extent provided in the charter for such committee, shall have and may exercise all the power and authority of the Board of Directors in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be

affixed to all papers which may require it except that no such committee shall have the authority of the Board of Directors (a) to approve or recommend to the Stockholders any action or matter expressly required by the Delaware General Corporation Law to be submitted to the Stockholders for approval; (b) to adopt, amend, or repeal any bylaw of the Corporation; (c) to fill vacancies in the Board of Directors or any committee, including any Directorship to be filled by reason of an increase in the number of Directors; (d) to elect or remove officers or members of any committee; (e) to fix the compensation of any member of a committee; (f) to alter or repeal any resolution of the Board of Directors which provides for any of the foregoing or which by its terms provides that it shall not be so amendable or repealable; or (g) to declare a dividend or distribution or to authorize the issuance of shares of the Corporation.

SECTION 3.12. Approval of Certain Actions. Subject to shareholder approvals required pursuant to the General Corporation Law of the State of Delaware the approval by vote of seventy-five percent (75%) or greater of the entire Board of Directors shall be required for the Board of Directors to approve any of the following:

(i) Sale of all or substantially all of the assets of the Corporation or merger or consolidation involving the Corporation where the Corporation is not the survivor in such merger or Consolidation;

(ii) Issuance of additional shares of stock, or any debt or equity instruments (such as options, warrants, debt) which may be convertible into any now existing or future issued shares of stock (collectively "Equity Securities");

(iii) Redemption or repurchase of any Equity Securities;

(iv) Any material change in the Corporation's credit agreements (other than purchase money mortgages or financing leases less than $5,000,000);

(v) An initial public offering of securities of the Corporation (an "IPO");

(vi) An amendment to or waiver of the Corporation's Certificate of Incorporation;

(vii) Selection or termination of the Corporation's independent public auditors;

(viii) Any increase or decrease in the size of the Board of Directors;

(ix) Any change in the primary line of business of the Corporation;

(x) Adoption of or amendment to any stock option or other incentive compensation plan;

(xi) Declaration of any cash or other dividends or distributions;

(xii) Related party transactions other than for payment of customary salary for services rendered or for other standard employee benefits made generally available to all employees (including stock option agreements);

(xiii) Voluntary dissolution, bankruptcy, or liquidation of the Corporation;

(xiv) Creation (by reclassification or otherwise) of any new class or series of shares of stock;

(xv) Employment offers and agreements for the Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer or the termination of any person from such positions;

(xvi) Instituting, compromising, or settling any legal action or legal proceeding involving an amount in excess of $1,000,000 except for routine debt collection; or

(xvii) Any agreement to do any of the foregoing.

SECTION 3.13. Consent of Directors in Lieu of Meeting. Unless otherwise restricted by the General Corporation Law of the State of Delaware, the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or the committee consent thereto in writing, and the written consent or consents are filed with the minutes of proceedings of the Board of Directors or the committee. A consent presented by facsimile transmission or electronic mail executed or authorized by a Director shall be deemed to be in writing.

SECTION 3.14. Presumption of Assent. A Director who is present at a meeting of the Board of Directors or of a committee of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action unless such Director's dissent shall be entered in the minutes of the meeting or unless such Director shall file his or her written dissent to such action with the person acting as secretary of the meeting before the adjournment thereof or unless such Director shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

SECTION 3.15. Compensation of Directors. Unless otherwise restricted by the General Corporation Law of the State of Delaware, the Certificate of Incorporation or these Bylaws, the Board of Directors or the Stockholders shall have the authority to fix the compensation of Directors. The Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated retainer or other compensation as a Director. No such payment shall preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor. The members of special or standing committees may be allowed like compensation for attending committee meetings.

SECTION 3.16. Removal of Directors. Except as otherwise provided in the Certificate of Incorporation or the General Corporation Law of the State of Delaware, any Director or the entire Board of Directors may be removed from office, with or without cause, at any time by the Stockholders holding a majority of the shares then entitled to vote at any election of Directors, present in person or represented by proxy, at any annual or special meeting of the Stockholders or, to the extent permitted by the General Corporation Law of the State of Delaware, by written consent of the Stockholders.

SECTION 3.17. Participation in Meeting by Telephone or Other Communications Equipment. Unless otherwise restricted by the General Corporation Law of the State of Delaware, the Certificate of Incorporation or these Bylaws, members of the Board of Directors or of any committee of the Board of Directors may participate in a meeting of the Board of Directors or of any committee by means of telephonic or other communications equipment so long as all persons participating in the meeting can hear or otherwise communicate with each other at all times. Such participation in a meeting shall constitute presence in person at the meeting.

ARTICLE IV

Notices - Waivers

SECTION 4.01. Notice, What Constitutes. Whenever, under the provisions of the statutes of Delaware or the Certificate of Incorporation or these Bylaws, notice is required to be given to any Director or Stockholder, such notice shall be given in writing, and may be given (i) by mail, addressed to such Director or Stockholder at the address of such Director or Stockholder as it appears on the records of the Corporation, with postage thereon prepaid and such notice shall be deemed to be given two days after deposit in the United States mail; or (ii) by hand delivery to the Stockholder or Director and such notice shall be deemed given at the time when hand delivered; or (iii) by facsimile transmission directed to the telecommunication number as it appears on the records of the Corporation and such notice shall be deemed given at the time when confirmation of transmission is received; or (iv) by electronic mail, when directed to an electronic mail address as it appears on the records of the Corporation and such notice shall be deemed given at the time when sent.

SECTION 4.02. Waivers of Notice. Whenever any notice is required to be given under the provisions of the Certificate of Incorporation, these Bylaws, or by statute, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Stockholders, Directors, or members of a committee of Directors need be specified in any written waiver of notice of such meeting unless so required by General Corporation Law of the State of Delaware, the Certificate of Incorporation or these Bylaws. Attendance by a person, either in person or by proxy, at any meeting, shall constitute a waiver of notice of such meeting, except where a person attends a

meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

ARTICLE V

Officers

SECTION 5.01. Number, Qualifications and Designation. The officers of the Corporation shall be chosen by the Board of Directors and shall be a Chief Executive Officer, Secretary and such other officers as may be elected in accordance with the provisions of Section 5.03 of this Article. One person may hold more than one office, except as may be provided by the Certificate of Incorporation or these Bylaws, and except that the offices of Chief Executive Officer and Secretary may not be held by the same person. Officers may be, but need not be, Directors or Stockholders of the Corporation.

SECTION 5.02. Election and Term of Office. The officers of the Corporation, except those elected by delegated authority pursuant to Section 5.03 of this Article, shall be elected annually by the Board of Directors, and each such officer shall hold his or her office until such officer's successor shall have been elected and shall qualify, except that any officer may resign at any time upon written notice to the Corporation or may be removed, with or without cause, by the Board of Directors prior to such time. If an office shall become vacant at any time by reason of death, resignation, removal, disqualification or otherwise, the Directors may choose a successor who shall hold office for the unexpired term with respect to which such vacancy occurred.

SECTION 5.03. Other Officers, Committees and Agents. The Board of Directors may from time to time elect such other officers, including without limitation a Chairman of the Board of Directors, a Vice Chairman of the Board of Directors, one or more Presidents, one or more Chief Operating Officers, a Treasurer, and one or more Vice Presidents, Assistant Secretaries and Assistant Treasurers, and appoint employees or other agents, or committees thereof, as it deems necessary, who shall hold their offices and/or appointments for such terms and shall exercise such powers and perform such duties as are provided in these Bylaws, or as the Board of Directors may from time to time determine. The Board of Directors may delegate to any officer or committee the power to elect subordinate officers and to retain or appoint employees or other agents, or committees thereof, and to prescribe the authority and duties of such subordinate officers, committees, employees or other agents. Except as otherwise provided by the General Corporation Law of the State of Delaware, the Certificate of Incorporation or these Bylaws, the Board may delegate the powers or duties of any officer to any other officer or to any Director.

SECTION 5.04. Chairman of the Board and Vice Chairman. The Chairman of the Board of Directors, if any, shall preside at all meetings of the Stockholders and shall be a member of and shall preside at all meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors from time to time. The Vice Chairman of the Board, if any, shall, at the request of the Chairman of the Board or the absence, disability or disqualification of the Chairman of the Board, perform all or any part of the duties and exercise

all or any part of the powers of the Chairman of the Board, and shall perform such other duties as the Board of Directors shall prescribe.

SECTION 5.05. Chief Executive Officer. The Chief Executive Officer shall be the chief executive officer of the Corporation and, under the direction of the Board of Directors, shall exercise general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. The duties of the Chief Executive Officer shall include the authority and powers necessary for the general management of the business, properties, activities and policies of the Corporation, subject, however, to the control of the Board of Directors. The Chief Executive Officer may employ and shall be responsible for directing all agents and employees (including subordinate officers) of the Corporation and may discharge any such agent or employee. Except as otherwise determined by the Board of Directors, the duties and powers of the Chief Executive Officer shall extend to all subsidiary corporations and so far as may be practicable to all affiliate corporations. The Chief Executive Officer shall have such other powers and perform such other duties as may be assigned by the Board of Directors.

SECTION 5.06. President. The President, if chosen, shall have such powers and perform such duties as may be assigned by the Board of Directors or the Chief Executive Officer. In the absence, disability or disqualification of the Chief Executive Officer, a President, if chosen, may be designated by the Board of Directors as the chief executive officer of the Corporation to perform all or any part of the duties and exercise all or any part of the powers of the Chief Executive Officer.

SECTION 5.07. Chief Operating Officer. The Chief Operating Officer(s), if chosen, shall be the chief operating officer(s) of that portion of the business operations and activities of the Corporation as may be determined by the Board of Directors and, as directed by the Chief Executive Officer or the Board of Directors, shall direct and administer such business operations and activities. The Chief Operating Officer(s) shall have such other powers and perform such other duties as may be assigned by the Chief Executive Officer or by the Board of Directors. The Chief Operating Officer(s) shall appoint and remove, employ and discharge, and fix the compensation of all employees and agents of that portion of the business operations and activities in which he or she directs, other than the duly elected officers.

SECTION 5.08. Chief Financial Officer. The Chief Financial Officer, if chosen, shall be the chief financial officer of the Corporation, and, as directed by the Chief Executive Officer or the Board of Directors, shall direct and administer all financial, treasury and accounting functions of the Corporation. The Chief Financial Officer shall have such other powers and perform such other duties as may be assigned by the Chief Executive Officer or by the Board of Directors.

SECTION 5.09. Vice Presidents. The Vice President(s), if chosen, shall have such powers and perform such duties as may be assigned by the Chief Executive Officer or the Board of Directors. The Board of Directors may designate one or more Executive Vice Presidents

and/or Senior Vice Presidents, from time to time, who shall, as determined by the Board of Directors, rank in precedence over the other Vice Presidents.

SECTION 5.10. Secretary and Assistant Secretaries. The Secretary shall attend all meetings of the Stockholders and of the Board of Directors and shall record all votes and the minutes of all the proceedings of the Stockholders and of the Directors and of committees of the Board in a book or books to be kept for that purpose; see that notices are given and records and reports properly kept and filed by the Corporation as required by law; be the custodian of the seal of the Corporation and see that it is affixed to all documents to be executed on behalf of the Corporation under its seal and when so affixed, it shall be attested by his signature or by the signature of the Treasurer or Assistant Secretary; and, in general, perform all duties incident to the office of Secretary, and such other duties as may be assigned to the Secretary by the Chief Executive Officer or the Board of Directors. Any Assistant Secretary shall, at the request of the Secretary or in the absence, disability or disqualification of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties as the Chief Executive Officer, Board of Directors or the Secretary shall prescribe.

SECTION 5.11. Treasurer and Assistant Treasurers. The Treasurer, if chosen, shall, as directed by the Chief Financial Officer, if chosen, the Chief Executive Officer or the Board of Directors, have or provide for the custody of the funds, monies, securities or other property of the Corporation. Whenever so required by the Board of Directors, the Chief Executive Officer or the Chief Financial Officer, the Treasurer shall render an account showing his or her transactions as Treasurer and the financial condition of the Corporation. In general, the Treasurer shall discharge such other duties as may from time to time be assigned to him or her by the Chief Executive Officer, the Board of Directors or the Chief Financial Officer. Any Assistant Treasurer shall, at the request of the Treasurer or in the absence, disability or disqualification of the Treasurer, perform the duties and exercise the powers of the Treasurer. In the absence, disability or disqualification of the Chief Financial Officer, the Treasurer, if chosen, may be designated by the Board of Directors as the chief financial officer of the Corporation to perform all or any part of the duties and exercise all or any part of the powers of the Chief Financial Officer.

SECTION 5.12. Officers' Bonds. No officer of the Corporation need provide a bond to guarantee the faithful discharge of his or her duties unless the Board of Directors shall by resolution so require a bond, in which event such officer shall give the Corporation a bond (which shall be renewed if and as required) in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the office.

SECTION 5.13. Compensation. The compensation of the officers and agents of the Corporation elected or appointed by the Board of Directors shall be fixed from time to time by the Board of Directors. Any employment contract, whether for an officer, agent or employee, if expressly approved or specifically authorized by the Board of Directors, may fix a term of employment, and any such contract, if so approved or authorized, shall be valid and binding upon the Corporation in accordance with the terms thereof; provided, however, this provision

shall not limit or restrict in any way the right of the Corporation at any time in its discretion (which right is hereby expressly reserved) to remove from office, discharge or terminate the employment or otherwise dispense with the services of any such officer, agent or employee prior to the expiration of the term of employment under any such contract, provided only that the Corporation shall not thereby be relieved of any continuing liability for salary or other compensation provided for in such contract.

SECTION 5.14. Action with Respect to Securities of Other Corporation. As directed by the Board of Directors, any officer of the Corporation may be authorized to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of security holders, or with respect to any action of security holders, of any other corporation in which the Corporation may hold securities and shall have power to exercise any and all rights and powers which the Corporation may possess by reason of its ownership of securities in such other Corporation.

ARTICLE VI

Capital Stock

SECTION 6.01. Issuance. The Directors may, at any time and from time to time, if all of the shares of capital stock which the Corporation is authorized by its Certificate of Incorporation to issue have not been issued, subscribed for, or otherwise committed to be issued, issue or take subscriptions for additional shares of its capital stock up to the amount authorized in its Certificate of Incorporation. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, the Corporation shall issue a new certificate to the person or persons entitled thereto, cancel the old certificate and record the transaction upon its books. Any stock certificates of the Corporation shall be numbered, shall exhibit the holder’s name and number of shares, and shall be registered in the stock ledger and transfer books of the Corporation as they are issued. The Board of Directors may also appoint one or more transfer agents and/or registrars for its stock of any class or classes and for the transfer and registration of certificates representing the same and may require stock certificates to be countersigned by one or more of them. Stock certificates shall be signed by the Chairman or Vice Chairman of the Board of Directors, the President or a Vice President and attested by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, and shall bear the corporate seal. Any or all of the signatures upon such certificate may be a facsimile, engraved or printed.

SECTION 6.02. Regulations Regarding Certificates. Except as otherwise provided by law or by the Certificate of Incorporation or these Bylaws, the Board of Directors shall have the power and authority to make all such rules and regulations as it may deem expedient concerning the issuance, transfer and registration or the replacement of certificates for shares of the capital stock of the Corporation so long as such rules and regulations do not alter or contradict any other agreement pertaining to the stock of the Corporation.

SECTION 6.03. Stock Certificates. The shares of the Corporation’s capital stock shall be uncertificated, as provided under the General Corporation Law of the State of Delaware,

unless the Board determines by resolution that some or all of the shares of the Corporation's capital stock shall be certificated. Any stock certificates of the Corporation shall be in such form as is provided by the General Corporation Law of the State of Delaware and approved by the Board of Directors. The stock ledger, stock record books and the blank stock certificate books shall be kept by the Secretary of the Corporation or by any agency designated by the Board of Directors for that purpose.

SECTION 6.04. Lost, Stolen, Destroyed or Mutilated Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing the issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or such owner's legal representative, to give the Corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

SECTION 6.05. Record Holder of Shares. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends or distributions, and to vote as such owner, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

SECTION 6.06. Determination of Stockholders of Record for Voting at Meetings. In order that the Corporation may determine the Stockholders entitled to notice of and to vote at any meeting of Stockholders or any adjournment thereof, the Board of Directors may fix, in advance, a record date, which shall not be more than 60 nor less than 10 days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining Stockholders entitled to notice of and to vote at a meeting of Stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of Stockholders of record entitled to notice of or to vote at a meeting of Stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for determination of Stockholders entitled to vote at the adjourned meeting.

SECTION 6.07. Determination of Stockholders of Record for Dividends and Distributions. In order that the Corporation may determine the Stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the Stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and

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

SECTION 6.08. Determination of Stockholders of Record for Written Consent. In order that the Corporation may determine the Stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining Stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is required by the General Corporation Law of the State of Delaware, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, its Secretary or an officer or agent of the Corporation having custody of the book in which proceedings of meeting of Stockholders are recorded. Delivery made to a Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. If no record date has been fixed by the Board of Directors, when prior action by the Board of Directors is required by the General Corporation Law of the State of Delaware, the record date for determining Stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

ARTICLE VII

Indemnification of Officers, Directors, Employees and Agents

SECTION 7.01. Indemnification in Third Party Proceedings. The Corporation shall, subject to Section 7.04, indemnify any person who was or is a party or is threatened to be made a party to any "third party proceeding" (which shall mean, for purposes of this Article VII, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Corporation) by reason of the fact that such person is or was a Director or officer of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise, against expenses, including without limitation attorneys' fees (and to the extent authorized by the Board of Directors, in its sole discretion, interest on attorneys' fees, to the extent such fees are paid by such person prior to reimbursement by the Corporation), judgments, fines, and amounts paid in settlement, actually and reasonably incurred by such person in connection with such third party proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal third party proceeding, had no reasonable cause to believe such conduct was unlawful. The

termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal third party proceeding, had reasonable cause to believe that the person's conduct was unlawful.

SECTION 7.02. Indemnification in Corporate Proceedings. The Corporation shall, subject to Section 7.04, indemnify any person who was or is a party or is threatened to be made a party to any "corporate proceeding" (which shall mean, for purposes of this Article VII, any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor) by reason of the fact that such person is or was a Director or officer of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise, against expenses, including without limitation attorneys' fees (and, to the extent authorized by the Board of Directors, in its sole discretion, interest on attorneys' fees, to the extent such fees are paid by such person prior to reimbursement by the Corporation), actually and reasonably incurred by such person in connection with the defense or settlement of a corporate proceeding if the person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation, unless and only to the extent that the Delaware Court of Chancery or the court in which the corporate proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Delaware Court of Chancery or such other court shall deem proper.

SECTION 7.03. Mandatory Indemnification. To the extent that a present or former Director or officer of the Corporation has been successful on the merits or otherwise in defense of any third party or corporate proceeding referred to in Section 7.01 or 7.02 above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses, including without limitation attorneys' fees (and, to the extent authorized by the Board of Directors, in its sole discretion, interest on attorneys' fees, to the extent such fees are paid by such person prior to reimbursement by the Corporation), actually and reasonably incurred by such person in connection therewith.

SECTION 7.04. Determination of Entitlement to Indemnification. Any indemnification under Section 7.01 or 7.02 of this Article VII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of a present or former Director or officer of the Corporation is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 7.01 or 7.02 of this Article VII. This determination shall be made, with respect to a person who is a Director or officer of the Corporation at the time of the determination:

(a) By a majority vote of the Non-Party Directors, even though less than a quorum of all Directors;

(b) By a majority vote of a committee of Directors who are not parties to the third party or corporate proceeding, as designated by a majority vote of the Non-Party Directors, even though less than a quorum of all Directors;

(c) If there are no Non-Party Directors, or if directed by a majority vote of the Non-Party Directors, even though less than a quorum of all Directors, by independent legal counsel in a written opinion; or

(d) By the vote of the holders of a majority of the stock entitled to vote who are not parties to the third party or corporate proceeding, present in person or by proxy, at a meeting where the question is properly presented.

For the purposes of this Section 7.04, "Non-Party Directors" shall mean Directors who are not parties to the third party or corporate proceeding.

SECTION 7.05. Burden of Proof. In the event a claim for indemnification by any person who was or is a party or is threatened to be made a party to any third party or corporate proceeding is denied by the Corporation (except for a claim by a person described in Section 7.08 hereof), the Corporation shall, in any subsequent legal proceedings relating to such denial, have the burden of proving that indemnification was not required under Section 7.01, 7.02 or 7.03 of this Article VII, without regard to Section 7.04 hereof, or under any other agreement or undertaking between the Corporation and such person, or was not permitted under applicable law.

SECTION 7.06. Advancing Expenses. Expenses, including without limitation attorneys' fees (and, to the extent authorized by the Board of Directors, in its sole discretion, interest on attorneys' fees, to the extent such fees are paid by such person prior to reimbursement by the Corporation), incurred by a Director or officer of the Corporation in defending a third party or corporate proceeding shall be paid by the Corporation in advance of the final disposition of such third party or corporate proceeding upon receipt of an undertaking satisfactory to the Corporation by or on behalf of the Director or officer to repay such amount if it shall ultimately be determine that such person is not entitled to be indemnified by the Corporation as authorized in this Article VII. Expenses incurred by former directors and officer or other employees and agents of the Corporation or by persons serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise may be so paid upon the terms and conditions, if any, as the Corporation deems appropriate.

SECTION 7.07. Employee Benefit Plans. For purposes of this Article VII, references to "other enterprises" shall include, but are not limited to, employee benefit plans; references to "fines" shall include, but are not limited to, any excise taxes assessed on a person with respect to an employee benefit plan; references to "serving at the request of the Corporation" shall include,

but are not limited to, any service as a Director, officer, employee or agent of the Corporation which imposes duties on, or involves service by, the Director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation."

SECTION 7.08. Employees and Agents. The Corporation may, but is not required to, indemnify any employee or agent of the Corporation who is not also a Director or officer of the Corporation if the determining group as specified in Section 7.04 determines that indemnification is proper in the specific case.

SECTION 7.09. Scope of Article. The indemnification and advancement of expenses, as authorized by this Article VII, shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any Bylaw, agreement, majority vote of Stockholders or majority vote of disinterested Directors, or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the Certificate of Incorporation or the Bylaws shall not be eliminated or impaired by an amendment to such provision after the occurrence of the act or omission that is the subject of the third party or corporate proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

SECTION 7.10. Reliance on Provisions. Each person who shall act as a Director or officer of the Corporation, or a person serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, limited liability company, truest or other enterprise, shall be deemed to be doing so in reliance upon rights of indemnification provided by this Article VII, and the provisions of this Article VII shall be deemed a contract between the Corporation and such person.

SECTION 7.11. Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture limited liability company, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article VII.

SECTION 7.12. Rights Continue. The indemnification and advancement of expenses provided by or granted pursuant to this Article VII, unless otherwise provided when authorized or ratified, shall continue as to a person who has ceased to be a director, officer, employee or agent of the Corporation, or a person serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, limited liability

company, trust or other enterprise, and shall inure to the benefit of the heirs, executors and administrators of such a person.

SECTION 7.13. Constituent Corporation. For purposes of this Article VII, references to "the Corporation" shall include without limitation, in addition to this Corporation, any constituent corporation, including any constituent of a constituent, absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise, shall stand in the same position under the provisions of this Article VII with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

SECTION 7.14. Exclusive Jurisdiction. The Delaware Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all action for advancement of expense or indemnification brought under this Article VII or under any Bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Delaware Court of Chancery may summarily determine the Corporation's obligation to advance expenses, including attorneys' fees.

ARTICLE VIII

General Provisions

SECTION 8.01. Dividends, Distribution and Reserves. Subject to the provisions of the Certificate of Incorporation, if any, dividends or distributions upon the capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting in accordance with law. Dividends or distributions may be paid in cash, in property, or in share of the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation. Before payment of any dividend or distribution, there may be set aside out of any funds of the Corporation available for dividends or distributions such sum or sums as the Board of Directors from time to time, in its absolute discretion thinks proper as a reserve or reserves to meet contingencies, or for equalizing dividends or distributions, or for repairing or maintaining any property of the Corporation, or for such other purpose as the Board of Directors shall think conducive to the interest of the Corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

SECTION 8.02. Contracts. Except as otherwise provided in these Bylaws, the Chairman of the Board of Directors, the Chief Executive Officer, the President(s), the Chief Operating Officer(s) or the Vice President(s) of the Corporation may sign, in the name and on behalf of the Corporation, all contracts and, other agreements in the ordinary course of the Corporation's business (other than deeds, bonds, mortgages, promissory notes and funded debt obligation documents). The Board of Directors may, however, authorize any other officer or officers or any

agent or agents of the Corporation to sign, in the name and on behalf of the Corporation, any such contract or other agreement. Such authorization may be granted to such officer or officers or agent or agents of the Corporation by individual resolution of the Board or by adoption of one or more policies defining responsibilities and authorities with respect to execution of contracts and other instruments. Such authority may be general or confined to specific instances.

SECTION 8.03. Checks. All checks, drafts, bills of exchange or other orders for payment of money in writing, and all notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such person or persons as the Board of Directors may from time to time designate.

SECTION 8.04. Corporate Seal. The corporate seal shall have inscribed thereon "Siegfried Holdings, Inc., State of Delaware, Corporate Seal." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or otherwise reproduced.

SECTION 8.05. Amendment of Bylaws. These Bylaws may be altered, amended, restated or repealed or new Bylaws may be adopted by the Stockholders at any annual or special meeting of the Stockholders at which a quorum is present or represented, provided notice of the proposed alteration, repeal, restatement, amendment or new Bylaws be contained in the notice of the special meeting, by the affirmative vote of a majority of the stockholders entitled to vote at such meeting, present in person or represented by proxy thereat, or by the affirmative vote of seventy-five percent (75%) of the entire Board of Directors, at any regular or special meeting of the Board of Directors, if notice of such alteration, amendment, repeal, restatement or new Bylaws be contained in the notice of such special meeting.

SECTION 8.06. Deeds/Bonds/Borrowings. No deeds or bonds shall be issued by the Corporation unless authorized by the Board of Directors in accordance with these Bylaws. No loans or advances shall be obtained or contracted for by or on behalf of the Corporation and no obligations of the Corporation to repay borrowed money, promissory notes, mortgages, security agreements, pledge agreements, collateral assignment agreements or any other evidence of the Corporation's obligation to repay borrowed money shall be issued in its name, unless authorized by resolution adopted by the Board of Directors in accordance with these Bylaws. Such authorization or ratification and confirmation may be general or confined to specific instances and may be granted to such officer or officers or agent or agents of the Corporation by individual resolution of the Board or by adoption of one or more policies defining responsibilities and authorities with respect to execution of loans, advances, indebtedness and liabilities of the Corporation. Any officer or agent of the Corporation so authorized by the Board of Directors may obtain loans and advances for the Corporation, and for such loans and advances may make, execute and deliver promissory notes, deeds, bonds, mortgages or other evidences of indebtedness of the Corporation. Any officer or agent of the Corporation so authorized by the Board of Directors may pledge, hypothecate or transfer as security for the payment of any and all loans, advances, indebtedness and liabilities of the Corporation, any and all stocks, bonds, other securities and other real and personal property at any time held by the Corporation, and to that

end may endorse, assign and deliver the same and do every ac and thing necessary or proper in connection therewith.

SECTION 8.07. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to its credit in such banks or trust companies or with such bankers or other depositaries as the Board of Directors may direct. Endorsements for deposit to the credit of the Corporation in any of its duly authorized depositaries shall be made in such manner as the Board of Directors from time to time may determine.

SECTION 8.08. Annual Statement. The Board of Directors shall present at each annual meeting and when called for by vote of the Stockholders at any special meeting of the Stockholders, a full and clear statement of the business and condition of the Corporation.

SECTION 8.09 Internal Corporate Claims. Unless the Corporation consents in writing to the selection of an alternative forum, the Delaware Court of Chancery shall, to the fullest extent permitted by law, be the sole and exclusive forum for (1) any derivative action or proceeding brought on behalf of the Corporation, (2) any action asserting a claim of breach of a fiduciary duty owed by any director, officer, other employee or stockholder of the Corporation to the Corporation or the Corporation's stockholders, (3) any action asserting a claim arising pursuant to any provision of the General Corporation Law of the State of Delaware or as to which the General Corporation Law of the State of Delaware confers jurisdiction on the Court of Chancery of the State of Delaware, or (4) any action asserting a claim governed by the internal affairs doctrine. Any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Section 8.09.

Approved by the Board of Directors as of the _____ day of March 2019.

____
Secretary

Exhibit C

Amended Organizational Documents

None.

Exhibit D

Term Sheets for Exit Facilities

FINAL VERSION

NORDAM EXIT FACILITIES

$240,000,000 SENIOR SECURED TERM LOAN FACILITY

$100,000,000 SENIOR SECURED REVOLVING CREDIT FACILITY

The attached Term Sheets provide for a term loan facility and asset-based revolving credit facility to be provided in connection with (x) the emergence of The NORDAM Group, Inc. (together with its debtor affiliates, the "Debtors") from the Debtors' chapter 11 cases (the "Cases") pending in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") and (y) the consummation of the transactions contemplated by the First Amended Joint Postpackaged Chapter 11 Plan of Reorganization of The NORDAM Group, Inc. and its Debtor Affiliates filed with the Bankruptcy Court on December 17, 2018 (as amended, supplemented or otherwise modified in a manner satisfactory to the Lead Arranger (as defined below), the "Plan"; and such transactions, the "Transactions").

Exhibit A

$240,000,000 SENIOR SECURED TERM LOAN FACILITY

Term Sheet

March 3, 2019

I. Parties

Borrower:	The NORDAM Group, LLC, a newly-formed Delaware limited liability company (the "Borrower" or the "Company").
Sole and Exclusive Lead Arranger and Bookrunner:	JPMorgan Chase Bank, N.A. ("JPMorgan Chase Bank" and in such capacity, the "Lead Arranger").
Administrative Agent and Collateral Agent:	JPMorgan Chase Bank (in such capacities, the "Administrative Agent").
Lenders:	A syndicate of banks, financial institutions and other entities arranged by the Lead Arranger in consultation with the Company (collectively, the "Lenders").

II. Term Loan Facility

Type and Amount:	Senior secured term loan facility (the "Term Loan Facility") in the amount of $240,000,000 (the "Term Loan Commitment" and the loans thereunder, the "Term Loans").
Term Loan Availability:	The Term Loans shall be made available to the Company in a single drawing on the date of initial funding under the Term Loan Facility (such date, the "Closing Date") and closing of the $100,000,000 asset-based revolving facility to be made available to the Company (the "Revolving Facility").
Maturity and Amortization:	The Term Loans will mature on the date that is 7 years after the Closing Date (the "Term Maturity Date"). The Term Loan Documentation (as defined in Exhibit C) shall contain provisions pursuant to which individual Lenders may agree to extend the maturity date of their outstanding Term Loans upon the request of the Borrower and without the consent of any other Lender (it being understood that (i) no existing Lender will have any obligation to commit to any such extension and (ii) each Lender under the class being extended shall have the opportunity to participate in such extension on the same terms and conditions as each other Lender under such class).

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Commencing with the last day of the first full fiscal quarter ending after the Closing Date, the Term Loans shall be repayable in equal quarterly installments in an aggregate annual amount equal to 1% of the original amount of the Term Loan Facility. The balance of the Term Loans will be repayable on the Term Maturity Date.

Incremental Facility:

The Term Loan Documentation will permit the Borrower to add one or more incremental term loan facilities to the Term Loan Facility (each, an "Incremental Term Facility") and/or increase the principal amount of the Initial Term Loans by requesting new term loan commitments to be added to such Initial Term Loans (an "Incremental Term Increase", and together with any Incremental Term Facility, the "Incremental Term Loans" or "Incremental Facility") in an aggregate principal amount for all such increases and incremental facilities not to exceed the sum of:

(x) the greater of a dollar amount to be determined and consolidated EBITDA (to be defined in the Term Loan Documentation) as of the most recently ended four fiscal quarter period for which financial statements have been delivered (and after giving effect to any acquisition consummated concurrently therewith and all other appropriate pro forma adjustment events) (the "Fixed Incremental Amount"),

(y) an unlimited amount, so long as on a pro forma basis after giving effect to the incurrence of any such Incremental Term Loans (and after giving effect to any acquisition consummated concurrently therewith and all other appropriate pro forma adjustment events), (1) with respect to indebtedness secured by the Collateral on a *pari passu* or junior lien basis with the Term Loans, the Senior Secured Net Leverage Ratio (to be defined in the Term Loan Documentation) is equal to or less than a ratio to be determined; and (2) with respect to unsecured indebtedness, the Total Net Leverage Ratio (to be defined in the Term Loan Documentation) is equal to or less than a ratio to be determined (the "Ratio Incremental Amount"); and

(z) an amount equal to all voluntary prepayments of, and repurchases and/or cancellations (in an amount equal to the principal amount of the loans so repaid) of Term Loans (including any Incremental Term Loans) (the "Prepay Incremental Amount") (it being understood that (A) at the Borrower's option, the Borrower shall be deemed to have used capacity under the Ratio Incremental Amount (to the extent compliant therewith) before capacity under the Fixed Incremental Amount or Prepay Incremental Amount, and capacity under the Prepay Incremental Amount shall be deemed to be used before capacity under the Fixed Incremental Amount, (B) loans may be incurred under clauses (x), (y) and (z) above, and proceeds from any such incurrence under clauses (x), (y) and (z) above, may be utilized in a single transaction or series of related transactions by, at the Borrower's option, first calculating the incurrence under clause (y) above (without inclusion of any amounts to be utilized pursuant to

clause (x) or (z) or under amounts incurred pursuant to the debt incurrence provisions in the negative covenants (other than under any financial ratio-based debt incurrence provisions)) and then calculating the incurrence under clause (z) above (without inclusion of any amounts to be utilized pursuant to clause (x)), as applicable and (C) in the event that any incremental loans or commitments (or a portion thereof) incurred under the Fixed Incremental Amount or the Prepay Incremental Amount subsequently meets the criteria of indebtedness incurred under the Ratio Incremental Amount, the Borrower, in its sole discretion, at such time may divide and classify any such indebtedness as indebtedness incurred under the Ratio Incremental Amount and the Fixed Incremental Amount or Prepay Incremental Amount, as the case may be, shall be deemed to be increased by the amount so reclassified); *provided* that solely for the purpose of calculating the Senior Secured Net Leverage Ratio or Total Net Leverage Ratio to determine the availability under the Incremental Facilities at the time of incurrence, any cash proceeds from an Incremental Facility and/or Incremental Term Increase being incurred at such test date in calculating such Senior Secured Net Leverage Ratio or Total Net Leverage Ratio shall be excluded for purposes of cash netting.

In addition:

(i) no existing Lender will be required to participate in any such Incremental Facility,

(ii) no event of default or default exists or would exist after giving effect thereto,

(iii) the Borrower may appoint any Person to arrange such Incremental Term Loans and provide such arranger any titles with respect to such Incremental Term Loans as it deems appropriate,

(iv) the Administrative Agent (in its respective capacities as both administrative agent and collateral agent) shall not be required to execute, accept or acknowledge any incremental documentation, *provided* that the Administrative Agent shall receive prior written notice of such incremental documentation;

(v) the representations and warranties in the Term Loan Documentation shall be true and correct in all material respects immediately prior to, and immediately after giving effect to, the incurrence of such Incremental Facility (provided that any representations and warranties which expressly relate to a given date or period shall be required only to be true and correct in all material respects as of the respective date or for the respective period, as the case may be),

(vi) the maturity date and weighted average life to maturity of any such Incremental Facility shall be no earlier than the maturity date

and weighted average life to maturity, respectively, of the Term Loan Facility,

(vii) each such incurrence of an Incremental Facility shall be in a minimum amount equal to $10,000,000 and there shall be no more than five (5) such increases,

(viii) the all-in yield (whether in the form of interest rate margins, original issue discount, upfront fees or LIBOR/ABR floors) applicable to any Incremental Facility that is *pari passu* in right of payment and secured on a *pari passu* basis will not be more than 0.50% higher than the corresponding all-in yield (giving effect to interest rate margins, original issue discount, upfront fees and LIBOR/ABR floors) for the existing Term Loan Facility, unless the interest rate margins with respect to the existing Term Loan Facility is increased by an amount equal to the difference between the all-in yield with respect to the Incremental Facility and the corresponding all-in yield on the existing Term Loan Facility minus 0.50%; *provided*, that this clause (viii) shall not be applicable to any Incremental Facility that matures at least two years after the maturity date in respect of the latest maturity date of the then outstanding Term Facility,

(ix) if secured, any Incremental Facility may rank pari passu with the Term Loans and Revolving Facility in respect of Collateral or, at the Borrower's request, junior to the Term Loans in lien priority, or in any combination thereof, subject to customary intercreditor arrangements reasonably satisfactory to each party thereto and the Borrower and

(x) any Incremental Facility shall be on terms and pursuant to documentation to be determined, provided that, to the extent such terms and documentation are not consistent with the Term Loan Facility (except to the extent permitted by clause (vi) or (viii) above), such terms (if favorable to the existing Lenders) shall be, in consultation with the Administrative Agent, incorporated into the Term Loan Documentation for the benefit of all existing Lenders without further amendment requirements.

Refinancing Facilities: The Term Loan Documentation will permit the Borrower to refinance Term Loans from time to time, in whole or in part, with (a) one or more senior unsecured term loans, (b) one or more series of senior unsecured notes, (c) one or more secured term loans or (d) one or more series of senior secured notes, in the case of clauses (c) or (d) that will be secured by the Collateral (as defined below) on a pari passu basis or on a junior basis with the Term Loan Facility (any such notes or loans, a "Refinancing Facility"); provided that (i) any Refinancing Facility does not mature prior to the maturity date of, or have a shorter weighted average life to maturity than the weighted average life to maturity of, or, with respect to notes, have mandatory prepayment provisions (other than related to customary asset sale

	and change of control offers) that could result in prepayments of such Refinancing Facility prior to, the loans under the Term Loan Facility being refinanced, (ii) there shall be no borrowers or guarantors in respect of any Refinancing Facility that are not the Borrower or a Guarantor, (iii) the other terms and conditions, taken as a whole, of any such Refinancing Facility (excluding (x) pricing (as to which no "most favored nation" clause shall apply), (y) optional prepayment or redemption terms and (z) covenants or other provisions applicable only to periods after the latest final maturity date of the Term Loan Facility existing at the time of such refinancing) are not materially more favorable in the aggregate to the investors providing such Refinancing Facility than the terms and conditions, taken as a whole, applicable to the Term Loan Facility being refinanced or replaced, (iv) with respect to any Refinancing Facility, such agreements or liens will be subject to a customary intercreditor agreement reasonably acceptable to the Administrative Agent and the Borrower and (v) the aggregate principal amount of any Refinancing Facility shall not be greater than the aggregate principal amount of the Term Loan Facility being refinanced or replaced plus any fees, premiums, original issue discount and accrued interest associated therewith, and costs and expenses related thereto, and the Term Loan Facility being refinanced or replaced will be permanently reduced substantially simultaneously with the issuance thereof with the proceeds of such Refinancing Facility.

III. Purpose; Certain Payment Provisions

Purpose:	The proceeds of the Term Loan Facility shall be used (i) to pay the fees, costs and expenses incurred by the Debtors, the Company and its subsidiaries in connection with the Cases or the Transactions, (ii) for repayment in full of the indebtedness outstanding under the Debtors' existing debtor-in-possession credit facility (the "DIP Credit Facility") and under the Debtors' prepetition credit facility and (iii) to finance the ongoing working capital, capital expenditure and general corporate needs of the Loan Parties and their subsidiaries.
Fees and Interest Rates:	As set forth on Annex I.
Mandatory Prepayments:	Mandatory prepayments of Term Loans shall be required from: (a) 100% of the net cash proceeds from any non-ordinary course sale or other disposition of assets in excess of an amount to be mutually agreed in any fiscal year (excluding any ABL Priority Collateral) or as a result of casualty or condemnation by the Company and its subsidiaries (subject to (i) exceptions to be mutually agreed and (ii) limitations set forth in the Revolving Loan Documentation (as defined in Exhibit B), excluding, for the avoidance of doubt, (x) dispositions of obsolete, worn out or surplus inventory and (y) net cash proceeds that are reinvested (or committed to be reinvested) in other Term Priority Collateral useful in the

business of the Company and its subsidiaries within time periods to be mutually agreed;

(b) 100% of the net cash proceeds from issuances or incurrences of debt by the Company and its subsidiaries (other than indebtedness expressly permitted by the Term Loan Facility (except for refinancing indebtedness)); and

(c) 50% (with step-downs to be mutually agreed) of annual Excess Cash Flow (to be defined in a manner to be mutually agreed) of the Company and its subsidiaries.

Prepayments under clause (a) or (c) otherwise required to be made shall not be required to be made if and to the extent that both (i) the applicable sale, other disposition or Excess Cash Flow has been received or generated, as the case may be, from a subsidiary not formed in the United States and (ii) any such prepayment would result in material adverse tax consequences or material legal consequences; provided that, the Borrower and its subsidiaries will use commercially reasonable efforts under local law to avoid such consequences and, to the extent such consequences cease to exist or apply, the Borrower shall make such payment in the amount otherwise required.

All mandatory prepayments of Term Loans will be applied on a pro rata basis to the Term Loan Facility and the Incremental Facility, if any, and shall be applied to the installments thereof as directed by the Borrower. Mandatory prepayments of the Term Loans may not be reborrowed.

Voluntary Prepayments: Permitted in whole or in part, with prior written notice to the Administrative Agent but without premium or penalty (except as provided below), subject to customary limitations as to minimum amounts of prepayments and customary indemnification for breakage costs in the case of prepayment of Eurodollar Loans other than on the last day of an interest period.

Any (a) voluntary prepayment of the Term Loans using proceeds of indebtedness incurred by the Company or its subsidiaries from a substantially concurrent incurrence of new loans or other indebtedness (other than capital lease obligations) other than in connection with a change of control transaction, material acquisition or similar material investments or initial public offering, and (b) repricing of the Term Loans pursuant to an amendment to the Term Loan Documentation, in either case resulting in the interest rate payable thereon on the date of such amendment being lower than the Adjusted LIBO Rate on the date immediately prior to such amendment plus the Applicable Margin with respect to the Term Loans on the date immediately prior to such amendment shall be accompanied by a prepayment fee equal to 1.0% of the aggregate principal amount of such prepayment (or, in the case of clause (b)

above, of the aggregate amount of Term Loans outstanding immediately prior to such amendment) if made on or prior to the six-month anniversary of the Closing Date.

IV. Collateral and Other Credit Support

Guaranties:

Each existing and subsequently acquired or organized direct or indirect wholly-owned domestic subsidiary of the Company other than a domestic subsidiary that holds no material assets except for interests in foreign subsidiaries and domestic subsidiaries that are subsidiaries of foreign subsidiaries (collectively, the "Guarantors" and together with the Company, the "Loan Parties") shall unconditionally guarantee all of the indebtedness, obligations and liabilities of the Borrower arising under or in connection with the Term Loan Documentation; provided that (a) any subsidiary of the Company, to the extent the provision of a guarantee by such subsidiary would result in material adverse tax consequences to the Company and its subsidiaries as determined by the Company and the Administrative Agent, (b) Immaterial Subsidiaries (to be defined in a manner to be mutually agreed), (c) captive insurance companies, (d) certain special purpose entities and (e) any subsidiary that is prohibited by applicable law, rule or regulation from guaranteeing the Term Loan Facility on the Closing Date or which would require governmental (including regulatory) consent, approval, license or authorization to provide a guarantee unless such consent, approval, license or authorization has been received or is received after commercially reasonable efforts to obtain the same, which efforts may be requested by the Administrative Agent, shall, in each case, not be required to become a Guarantor or enter into a guarantee.

Notwithstanding the foregoing, subsidiaries of the Company may be excluded from the guarantee requirements in circumstances where the Borrower and the Administrative Agent reasonably agree that the cost of providing such guarantee or of providing collateral security to secure such guarantee is excessive in relation to the value afforded thereby.

Collateral and Priority:

The Term Loan Facility (and all guarantees of the Term Loan Facility by the Guarantors) shall be secured by (i) a perfected first priority lien (subject to liens permitted under the Term Loan Documentation to be senior to the liens securing the obligations under the Term Loan Facility) on substantially all property of the Loan Parties (other than ABL Priority Collateral) (including, without limitation, general intangibles, chattel paper, owned real estate, real property leaseholds, fixtures and machinery and equipment, patents, copyrights, trademarks, tradenames, rights under license agreements, and other intellectual property and capital stock of subsidiaries), subject to the following paragraph (the "Term Priority Collateral") and (ii) a perfected second priority lien (subject to liens permitted under the Term Loan Documentation to be senior to the liens securing the obligations under the Term Loan Facility) on

substantially all the cash, inventory and accounts receivable of the Loan Parties (the "ABL Priority Collateral"; and, together with the Term Priority Collateral, collectively, the "Collateral").

Notwithstanding anything to the contrary herein, the Collateral shall exclude the following: (i) any fee-owned real property with a fair market value of less than an amount to be mutually agreed or that is located in a jurisdiction other than the United States and all leasehold interests in real property (in the case of the Revolving Facility only, with a requirement to use commercially reasonable efforts to obtain landlord waivers, estoppels and collateral access letters from material leased locations), (ii) pledges and security interests prohibited by applicable law, rule or regulation after giving effect to the applicable anti-assignment provisions of the Uniform Commercial Code ("UCC") or other applicable law, (iii) any lease, license or other agreement or any property subject to a purchase money security interest, capital lease obligation or similar arrangements, in each case to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, purchase money, capital lease or a similar arrangement or create a right of termination in favor of any other party thereto (other than a Loan Party), in each case, after giving effect to the applicable anti-assignment provisions of the UCC or other applicable law, other than proceeds and receivables thereof, the assignment of which is expressly deemed effective under applicable law notwithstanding such prohibition, (iv) any assets to the extent a security interest in such assets would result in material adverse tax consequences as determined by the Borrower, and the Administrative Agent, including but not limited to the pledge in excess of 66% of the capital stock of the Company's foreign subsidiaries or any of the capital stock or interests of indirect foreign subsidiaries, (v) those assets as to which the Administrative Agent and the Borrower reasonably agree in writing that the cost of obtaining such a security interest or perfection thereof are excessive in relation to the benefit to the Lenders of the security to be afforded thereby, (vi) any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law, (vii) any deposit account or accounts which in the aggregate have average daily balances not in excess of an amount to be mutually agreed, and deposit accounts used solely for payroll, employee benefits or tax and (viii) other exceptions to be mutually agreed.

In addition, no perfection actions shall be required with respect to motor vehicles and other assets subject to certificates of title to the extent a lien thereon cannot be perfected by the filing of a UCC

	financing statement, letter of credit rights, and commercial tort claims having a value less than an amount to be agree.
Intercreditor Agreement:	The relative rights and priorities in the Collateral for the secured parties in the Term Loan Facility and the Revolving Facility will be set forth in a customary intercreditor agreement as between the administrative agent for the Term Loan Facility, on the one hand, and the administrative agent for the Revolving Facility, on the other hand, which shall be in form and substance reasonably satisfactory to each party thereto and the Borrower (the "Intercreditor Agreement").

V. Certain Conditions

Initial Conditions:	The availability of the Term Loan Facility on the Closing Date will be subject to conditions customary for financings of this type, including without limitation, (a) the delivery of a customary borrowing notice, (b) the conditions precedent set forth in Exhibit C, (c) the accuracy in all material respects (and in all respects if qualified by materiality) of the representations and warranties in the Term Loan Documentation (provided that any representations and warranties which expressly relate to a given date or period shall be required only to be true and correct in all material respects as of the respective date or for the respective period, as the case may be) and (d) there being no default or event of default under the Term Loan Documentation in existence at the time of, or after giving effect to, the extension of credit on the Closing Date.

VI. Certain Documentation Matters

	The Term Loan Documentation shall contain the representations, warranties, covenants and events of default customary for financings of this type (which shall be, in each case, subject to materiality qualifiers, exceptions, thresholds and limitations to be mutually agreed):
Representations and Warranties:	Material accuracy of historical pro formas and historical financial statements; on the Closing Date, no closing date material adverse change (to be defined in a manner to be mutually agreed); after the Closing Date, no material adverse change (to be defined in a manner to be mutually agreed) since December 31, 2017 (subject to qualifications to be mutually agreed, including, without limitation, with respect to the Cases); existence and good standing, authorization and validity; compliance with law; power and authority; enforceability of the Term Loan Documentation; governmental approvals; no conflict with law or material contractual obligations; financial conditions; no material litigation; compliance with agreements; no default; ownership of property; creation and perfection of liens; intellectual property; taxes; insurance; Federal Reserve regulations; ERISA; Investment Company Act; subsidiaries; environmental matters; labor matters; anti-corruption

	law and sanctions; EEA Financial Institutions (to be defined in a customary manner); accuracy of disclosure; material agreements; solvency; use of proceeds; Office of Foreign Assets Protection Act ("OFAC"), Foreign Corrupt Practices Act ("FCPA") and similar laws.
Affirmative Covenants:	Delivery of quarterly unaudited and annual audited financial statements, projections and reports of independent financial firms; periodic conference calls with Lenders (subject to limited frequency so long as there is no ongoing event of default); delivery of other information reasonably requested by the Administrative Agent; payment of obligations; continuation of business and maintenance of existence; compliance with laws (unless it would result in a material adverse effect); compliance with anti-corruption laws and sanctions; maintenance of material property (subject to current condition, casualty, condemnation and normal wear and tear) and insurance consistent with customary industry practice; maintenance of books and records; right of the Administrative Agent to inspect and audit property and books and records on-site (subject to limited frequency so long as there is no ongoing event of default); notices of defaults, material litigation and other material events; information regarding collateral; compliance with environmental and other laws; casualty and condemnation; use of proceeds; additional subsidiaries; environmental matters; further assurances with respect to Collateral obtained after the Closing Date; certain post-closing collateral matters to be mutually agreed; and use of commercially reasonable efforts to maintain ratings.
Negative Covenants:	Indebtedness (including guarantee obligations and preferred stock of subsidiaries); liens; fundamental changes, including without limitation, mergers, consolidations, liquidations, divisions and dissolutions; sales of assets (including sale and leaseback transactions which shall be permitted as part of a general asset sale basket subject to the mandatory prepayment requirements); investments (including acquisitions), loans and advances; optional payments and material modifications of junior debt instruments, the Revolving Loan Documentation and amendment of organizational documents, to the extent material and adverse to the Lenders; transactions with affiliates; restrictive agreements; changes to fiscal year; use of proceeds (as to anti-corruption laws and sanctions (including OFAC and FCPA)); and negative pledge clauses. The negative covenants also will be subject, in the case of each of the foregoing covenants to exceptions, qualifications and "baskets" to be set forth in the Facilities Documentation.
Events of Default:	Nonpayment of principal when due; nonpayment of interest, fees or other amounts after three business days after the due date thereof; representations and warranties are incorrect in any material respect, provided that any representations and warranties which expressly relate to a given date or period shall be required only to be true and

correct in all material respects as of the respective date or for the respective period, as the case may be; violation of covenants (subject, in the case of certain affirmative covenants, to a grace period to be mutually agreed); cross-default to occurrence of a default (whether or not resulting in acceleration) under any other agreement governing indebtedness of the Company (with exceptions with respect to the Revolving Facility to be mutually agreed) or any of its subsidiaries in excess of an amount to be mutually agreed; certain ERISA events; bankruptcy and insolvency events; any of the Term Loan Documentation shall cease to be in full force and effect or any Loan Party thereto shall so assert; actual or asserted invalidity of any guarantee, security document or subordination provisions or non-perfection of any security interest; change of control (the definition of which is to be mutually agreed); and judgments in excess of an amount to be mutually agreed.

Voting:

Amendments, waivers and consents with respect to the Term Loan Documentation shall require the approval of the Company and Lenders holding not less than a majority of the commitments and loans under the Term Loan Facility, except that (a) the consent of each Lender directly and adversely affected thereby shall be required with respect to (i) reductions in the amount or extensions of the scheduled date of maturity of any loan or reduce the amount or extend the payment date for any required mandatory payments and (ii) reductions in the rate of interest or any fee or extensions of any due date thereof (provided that waivers of defaults or events of defaults or waivers of default interest shall not be deemed to be a reduction in the rate of interest or any fee under the loan documents), (iii) modification of the pro rata sharing requirements of the Term Loan Documentation and (b) the consent of each Lender shall be required to (i) modify any of the voting percentages, (ii) release all or substantially all of the Collateral or (iii) release all or substantially all of the value of the Guarantees.

Assignments and Participations:

The Lenders shall be permitted to assign all or a portion of their Term Loans with the consent, not to be unreasonably withheld, of the Administrative Agent and the Borrower, unless to a Lender, an affiliate of a Lender or an approved fund; provided that (i) the consent of the Borrower shall not be required after the occurrence and during the continuance of a payment or bankruptcy event of default and (ii) the consent of the Borrower shall be deemed to have been given if the Borrower does not respond to a consent request within 10 business days of receipt thereof. In the case of partial assignments (other than to another Lender, to an affiliate of a Lender or an approved fund), the minimum assignment amount shall be $1,000,000 unless otherwise agreed by the Company and the Administrative Agent. The Lenders shall also be permitted to sell participations in their Term Loans. Participants shall have the same benefits as the Lenders from which they acquired their participations with respect to yield protection and increased cost provisions. Voting rights of participants shall be limited to those matters with respect to

which the affirmative vote of all Lenders, all affected Lenders (if applicable) or all Lenders under the applicable Facility would be required. Pledges of Term Loans in accordance with applicable law shall be permitted without restriction. Subject to entry into customary confidentiality undertakings, each Lender may disclose information to prospective participants and assignees.

Yield Protection:

The Term Loan Documentation shall contain customary provisions (a) protecting the Lenders against increased costs or loss of yield resulting from changes in reserve, tax, capital adequacy and other requirements of law and from the imposition of or changes in withholding or other taxes (including customary tax gross-up provisions and customary protection for increased costs imposed as a results of rules enacted or promulgated under the Dodd-Frank Act or the adoption of Basel III) and (b) indemnifying the Lenders for "breakage costs" incurred in connection with, among other things, any prepayment of a Eurodollar Loan (as defined in Annex I) on a day other than the last day of an interest period with respect thereto.

Expenses and Indemnification:

The Company shall pay (a) all reasonable documented out-of-pocket expenses of the Administrative Agent and the Lead Arranger associated with the syndication of the Term Loan Facility and the preparation, execution, delivery and administration of the Term Loan Documentation and any amendment or waiver with respect thereto (including the reasonable and documented fees, disbursements and other charges of one primary counsel designated by the Administrative Agent (and appropriate local counsel in applicable local jurisdictions, but limited to one local counsel in each such jurisdiction) for the Lead Arranger and the Administrative Agent), (b) all reasonable and documented out-of-pocket expenses of the Administrative Agent and the Lenders (including the fees, disbursements and other charges of counsel) in connection with the enforcement of the Term Loan Documentation and (c) all reasonable fees and reasonable documented out-of-pocket expenses associated with environmental reviews and reasonable fees and documented expenses of other advisors and professionals engaged by the Administrative Agent or the Lead Arranger in consultation with the Company.

The Administrative Agent, the Lead Arranger and the Lenders (and their affiliates and their respective officers, directors, employees, advisors and agents) will have no liability for, and will be indemnified and held harmless against, any loss, liability, cost or expense incurred in respect to any claim, litigation or other process directly related to the financing contemplated hereby or the use or the proposed use of proceeds thereof; provided that the Company and its subsidiaries shall have no obligation to indemnify any indemnified person against any such loss, liability, cost or expense that arises from (i) the gross negligence, bad faith or willful misconduct of such indemnified person, as determined by a final judgment of a court of competent jurisdiction, (ii) any dispute

	between and among indemnified persons to the extent such dispute does not arise from any act or omission of the Borrower or any of its affiliates (other than claims against an indemnified person acting in its capacity as an agent or arranger or similar role under the Term Loan Facility), or (iii) a material breach of such indemnified person's (or any of their respective affiliates, successors and assigns and the officers, directors, employees, advisors, agents, advisors, controlling persons and members) obligations under the Term Loan Documentation (as hereinafter defined).
Governing Law and Forum:	New York.
Counsel to the Administrative Agent and the Lead Arranger:	Simpson Thacher & Bartlett LLP.

Annex I

Interest and Certain Fees

Interest Rate Options:

The Company may elect that the loans comprising each borrowing bear interest at a rate per annum equal to (a) the Alternate Base Rate (such loans herein referred to as "ABR Loans") plus the Applicable Margin or (b) the Adjusted LIBO Rate (such loans herein referred to as "Eurodollar Loans") plus the Applicable Margin.

As used herein:

"Alternate Base Rate" means the highest of (i) the rate of interest last quoted by The Wall Street Journal in the U.S. as the prime rate in effect (the "Prime Rate"), (ii) the NYFRB Rate from time to time plus 0.50% and (iii) the Adjusted LIBO Rate for a one month interest period plus 1%. If the Alternate Base Rate as determined pursuant to the foregoing would be less than 1.00%, such rate shall be deemed to be 1.00%.

"Adjusted LIBO Rate" means the LIBO Rate, as adjusted for statutory reserve requirements for eurocurrency liabilities.

"Applicable Margin" means, (a) in the case of ABR Loans, a percentage to be determined and (b) in the case of Eurodollar Loans, a percentage to be determined.

"Federal Funds Effective Rate" means, for any day, the rate calculated by the NYFRB based on such day's federal funds transactions by depositary institutions, as determined in such manner as the NYFRB shall set forth on its public website from time to time, and published on the next succeeding business day by the NYFRB as the federal funds effective rate, provided that if the Federal Funds Effective Rate shall be less than zero, such rate shall be deemed to zero for the purposes of calculating such rate.

"Interpolated Rate" means, at any time, for any interest period, the rate per annum (rounded to the same number of decimal places as the LIBO Screen Rate) determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) the LIBO Screen Rate for the longest period for which the LIBO Screen Rate is available) that is shorter than the Impacted Interest Period; and (b) the LIBO Screen Rate for the shortest period (for which the LIBO Screen Rate is available) that exceeds the Impacted Interest Period, in each case, at such time.

"LIBO Rate" means, with respect to any Eurodollar Borrowing and for any interest period, the LIBO Screen Rate at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such interest period; provided that if the LIBO Screen Rate shall not be

	available at such time for such interest period (an "Impacted Interest Period") then the LIBO Rate shall be the Interpolated Rate.
	"LIBO Screen Rate" means, for any day and time, with respect to any Eurodollar Borrowing for any interest period, the London interbank offered rate as administered by ICE Benchmark Administration (or any other Person that takes over the administration of such rate for a period equal in length to such interest period as displayed on pages LIBOR01 or LIBOR02 of the Reuters screen that displays such rate (or, in the event such rate does not appear on a Reuters page or screen, on any successor or substitute page on such screen that displays such rate, or on the appropriate page of such other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion); provided that if the LIBO Screen Rate as so determined would be less than zero, such rate shall be deemed to zero for the purposes of calculating such rate.
	"NYFRB Rate" means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day; provided, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to zero for the purposes of calculating such rate.
	"Overnight Bank Funding Rate" means, for any day, the rate comprised of both overnight federal funds and overnight Eurodollar Borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on its public website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate (from and after such date as the NYFRB shall commence to publish such composite rate).
	The Term Loan Documentation will contain provisions to be mutually agreed with respect to a replacement of the LIBO Rate.
Interest Payment Dates:	In the case of ABR Loans, interest shall be payable in arrears on the last day of each quarter, upon any prepayment due to acceleration and at final maturity. In the case of Eurodollar Loans, interest shall be payable in arrears on the last day of each interest period and, in the case of an interest period longer than three months, quarterly, upon any prepayment and at final maturity.
Administrative Agent and Lead Arranger Fees:	Such fees payable to the Administrative Agent and the Lead Arranger as are specified in the Fee Letter, dated as of November 21, 2018, among The NORDAM Group, Inc. and JPMorgan.
Default Rate:	At any time when an event of default shall have occurred and is continuing, all overdue amounts shall bear interest at 2% above the rate otherwise applicable thereto. Overdue interest, fees and other amounts

	shall bear interest at 2% above the rate applicable to the relevant ABR Loans. In addition, upon the occurrence of any insolvency event of default, all outstanding obligations shall bear interest at the foregoing rates.
Rate and Fee Basis:	All per annum rates shall be calculated on the basis of a year of 360 days (or 365/366 days, in the case of ABR Loans) for actual days elapsed.

Exhibit B

$100,000,000 SENIOR SECURED REVOLVING CREDIT FACILITY

ABL Term Sheet

March 3, 2019

I. Parties

Borrower:	The NORDAM Group, LLC, a newly formed Delaware limited liability company (the "Borrower" or the "Company").
Sole and Exclusive Lead Arranger and Bookrunner:	JPMorgan Chase Bank, N.A. ("JPMorgan Chase Bank" and in such capacity, the "Lead Arranger"); provided that such duties may be performed by its affiliate J.P. Morgan Securities LLC.
Administrative Agent and Collateral Agent:	JPMorgan Chase Bank (in such capacities, the "Administrative Agent") and any other collateral agent selected by the Administrative Agent in consultation with the Borrower.
Lenders:	A syndicate of banks, financial institutions and other entities (including JPMorgan Chase Bank) arranged by the Lead Arranger in consultation with the Company (collectively, the "Lenders").

II. Revolving Facility

Type and Amount:	A 5 year revolving asset based loan facility (the "Revolving Facility"; the commitments under the Revolving Facility (the "Revolving Commitments") in an initial maximum principal amount of $100,000,000 (the loans thereunder, the "Revolving Loans", and together with the Term Loans and the Swingline Loans (as defined below), the "Loans").
Availability:	The Revolving Facility shall be available on a revolving basis during the period commencing on the Closing Date and ending on the date that is 5 years after the Closing Date (the "Revolving Maturity Date").
Maturity:	Borrowings under the Revolving Facility shall be repaid in full in cash, and the Revolving Commitments shall terminate, at the earlier of (a) the Revolving Maturity Date and (b) the acceleration of the Loans in accordance with the terms of the Revolving Facility.
Incremental Facility:	The Revolving Loan Documentation will permit the Borrower to increase the amount of the Revolving Facility (an "Incremental Revolving Facility") in an aggregate principal amount not to exceed $50,000,000; provided that (a) such Incremental Revolving Facility

shall be secured on a pari passu basis with the Revolving Facility, (b) such Incremental Revolving Facility will be documented solely as an increase to the commitments with respect to the Revolving Facility, without any change in terms, (c) no default or event of default exists or would exist after giving effect the Incremental Revolving Facility, (d) the representations and warranties in the Revolving Loan Documentation shall be true and correct in all material respects immediately prior to, and immediately after giving effect to, the incurrence of such Incremental Revolving Facility (provided that any representations and warranties which expressly relate to a given date or period shall be required only to be true and correct in all material respects as of the respective date or for the respective period, as the case may be) and (e) each such Incremental Revolving Facility Increase shall be in a minimum amount equal to $10,000,000 and there shall be no more than five (5) such increases. No existing Lender will be obligated to provide any portion of any Incremental Revolving Facility. Any person providing a portion of such Incremental Revolving Facility that is not an existing Lender shall become a Lender in connection herewith and shall be subject to the consent of the Administrative Agent and the Issuing Lender.

Swingline Loans	A portion of the Revolving Facility not in excess of an amount to be mutually agreed shall be available for swingline loans (the "Swingline Loans") from JPMorgan Chase Bank (in such capacity, the "Swingline Lender") on same-day notice. Any Swingline Loans will reduce availability under the Revolving Facility on a dollar-for-dollar basis. Each Lender under the Revolving Facility shall be irrevocably and unconditionally required to purchase, under certain circumstances, a participation in each Swingline Loan on a pro rata basis.
Letters of Credit:	An amount of the Revolving Facility to be mutually agreed shall be available for the issuance of letters of credit (the "Letters of Credit") by JPMorgan Chase Bank and any other Lender (or party who becomes a Lender) acceptable to the Borrower and reasonably acceptable to the Administrative Agent (in such capacity, the "Issuing Lender") to (i) replace or roll the letters of credit outstanding under the DIP Credit Agreement or (ii) otherwise support working capital needs or for general corporate purposes of the Loan Parties, and subject to a cap to be mutually agreed, the subsidiaries of the Borrower that are not Loan Parties. No Letter of Credit shall have an expiration date after five business days prior to the Revolving Maturity Date; provided, however, that any Letter of Credit may provide for a stated maturity date after the maturity date of the Revolving Facility (provided that any such Letter of Credit is cash collateralized and subject to reimbursement mechanics satisfactory to the Issuing Lender). Drawings under any Letter of Credit shall be reimbursed by the Borrower (whether with its own funds or with the proceeds of Revolving Loans) (i) on the date such Letter of Credit is disbursed if

the Borrower shall have received timely notice thereof and (ii) otherwise (x) on the business day on which the Borrower receives such notice or (y) if such notice is not received in a timely manner, the following business day, in each case in accordance with the Issuing Lender's standard operating procedures. To the extent that the Borrower does not so reimburse the Issuing Lender, the Lenders under the Revolving Facility shall be irrevocably and unconditionally obligated to fund (i) participations in the reimbursement obligations on a pro rata basis and (ii) Revolving Loans to the extent that any Letter of Credit is not cash collateralized in a manner satisfactory to the Issuing Lender in its sole discretion.

Borrowing Base:

(i) Borrowings under the Revolving Facility shall be limited by the Borrowing Base, which shall be defined as the sum of:

(a) 85% of the Loan Parties' eligible accounts receivable; plus

(b) 85% of the net orderly liquidation value percentage of the Loan Parties' eligible inventory multiplied by the value of such eligible inventory;

(c) 85% of the net orderly liquidation value percentage of the Loan Parties' eligible rotables multiplied by the value of such eligible rotables minus

(d) such Reserves (as defined below) as the Administrative Agent may establish in its Permitted Discretion (as defined below).

"Reserves" shall mean the sum of all reserves, in such amounts and with respect to such matters, as the Administrative Agent may establish from time to time in its Permitted Discretion.

"Permitted Discretion" shall mean a determination made in good faith and in the exercise of reasonable (from the perspective of a secured asset-based lender) business judgment by the Administrative Agent. The Administrative Agent may, in its Permitted Discretion, reduce the advance rates set forth above, adjust Reserves or reduce one or more of the other elements used in computing the Borrowing Base, with any such changes to be effective three days after delivery of notice thereof to the Borrower and the Lenders.

(ii) "Available Credit" shall be defined as follows: at any time, the result of (a) the lesser of (i) the then effective Revolving Commitments and (ii) the Borrowing Base at such time (such lesser amount being referred to herein as the "Maximum Availability") minus (b) the aggregate outstanding amount under the Revolving Facility at such time;

(iii) Cash Dominion shall be effective at all times that the Available Credit is less than the greater of (a) 12.5% of Revolving Commitments and (b) $12,500,000 until the date upon which the

Available Credit is greater than or equal to the greater of (a) 12.5% of Revolving Commitments and (b) $12,500,000 for a period of 20 consecutive days;

(iv) The Borrowing Base will initially be computed monthly by the Borrower and a certificate (the "Borrowing Base Certificate") presenting the Borrower's computation of the Borrowing Base will be delivered to the Administrative Agent within 20 days following the end of each month, provided that Borrowing Base Certificates shall be computed and delivered weekly if Available Credit is less than the greater of (a) 15% of Revolving Commitments and (b) $15,000,000 until the date upon which the Available Credit is greater than or equal to the greater of (a) 15% of Revolving Commitments and (b) $15,000,000 for a period of 30 consecutive days;

(v) The Administrative Agent (or its designee) may conduct up to one regular field examination per year (or, (x) if the Available Credit at any time during such year is less than the greater of (a) 15% of Revolving Commitments and (b) $15,000,000, twice per year for each type of field exam and (y) if an event of default has occurred and is continuing, unlimited field examinations), with the option to undertake, at the Lenders' expense, one additional field examination in any period of 12 consecutive months; and

(vi) The Administrative Agent (or its designee) may conduct one regular inventory appraisal per year (or, (x) if the Available Credit at any time during such year is less than the greater of (a) 15% of Revolving Commitments and (b) $15,000,000, twice per year for each type of inventory appraisal and (y) if an event of default has occurred and is continuing, unlimited appraisals), with the option to undertake, at the Lenders' expense, one additional inventory appraisal in any period of 12 consecutive months.

Eligibility: The eligibility criteria for inclusion in, and reserves against, the Borrowing Base shall be established by the Administrative Agent in its Permitted Discretion, giving due regard to the reports prepared by the appraisers prior to the Closing Date, as updated from time to time.

III. Purpose; Certain Payment Provisions

Purpose: The proceeds of the Revolving Loans shall be used (a) for ongoing operating expenses, capital expenditures, working capital and other general corporate purposes of the Borrower, the other Loan Parties and their respective subsidiaries, (b) to refinance, in part, indebtedness outstanding under the DIP Credit Facility and (c) to pay the fees, costs and expenses incurred by the Company and its subsidiaries in connection with the Transactions.

Fees and Interest Rates: As set forth on Annex I.

Mandatory Prepayments:	If at any time, the aggregate amount of outstanding Revolving Loans, unreimbursed Letter of Credit drawings and undrawn Letters of Credit under the Revolving Facility exceeds the Maximum Availability, then the Borrower will within one business day repay outstanding Revolving Loans and cash collateralize outstanding Letters of Credit in an aggregate amount equal to such excess, with no reduction of the Revolving Commitments (in each case, without any prepayment premium or penalty). The Administrative Agent shall be required, upon notice, to release any cash collateral used to cash collateralize Letters of Credit to the extent the aggregate amount of outstanding Revolving Loans, unreimbursed Letter of Credit drawings and undrawn Letters of Credit under the Revolving Facility no longer exceeds the Available Credit.
Optional Prepayments and Commitment Reductions:	Revolving Loans may be prepaid and the Commitments may be reduced by the Borrower in minimum amounts to be mutually agreed (without premium or penalty), subject to limitations as to minimum amounts of prepayments and customary indemnification for breakage costs in the case of prepayment of Eurodollar Loans other than on the last day of an interest period.

IV. Collateral and Other Credit Support

Guaranties:	The Loan Parties under the Term Loan Documentation shall unconditionally guarantee all of the indebtedness, obligations and liabilities of the Borrower arising under or in connection with the Revolving Loan Documentation.
Collateral and Priority:	The Revolving Facility (and (i) all guarantees of the Revolving Facility by the Guarantors and (ii) any swap agreements and cash management arrangements provided by any Revolving Lender (or any affiliate of a Revolving Lender)) shall be secured by (i) a perfected first priority lien on substantially all the cash, inventory and accounts receivable of the Loan Parties (subject to liens permitted under the Revolving Loan Documentation to be senior to the liens securing the obligations under the Revolving Facility (it being understood and agreed that no Borrowing Base credit shall be given for any assets encumbered by such liens)) (the "ABL Priority Collateral") and (ii) a perfected second priority lien on the Collateral (other than ABL Priority Collateral) subject, in each case, to the exclusions contained in the Term Loan Documentation.
Intercreditor Agreement:	The relative rights and priorities in the Collateral for the secured parties under the Revolving Facility and the Term Loan Facility will be set forth in an intercreditor agreement, which shall be in form and substance reasonably satisfactory to each party thereto and the Borrower.

V. Certain Conditions

Initial Conditions:	The availability of the Revolving Facility on the Closing Date will be subject to conditions customary for financings of this type, including without limitation, (a) the delivery of a customary borrowing notice, (b) the conditions precedent set forth in Exhibit C, (c) receipt of field examinations and inventory appraisals, (d) the accuracy in all material respects (and in all respects if qualified by materiality) of the representations and warranties in the Revolving Loan Documentation (provided that any representations and warranties which expressly relate to a given date or period shall be required only to be true and correct in all material respects as of the respective date or for the respective period, as the case may be) and (e) there being no default or event of default under the Revolving Loan Documentation in existence at the time of, or after giving effect to, the extension of credit on the Closing Date.
On-Going Conditions:	The making of each extension of credit shall be conditioned upon (a) the delivery of a customary borrowing notice, (b) the accuracy in all material respects of all representations and warranties in the Revolving Loan Documentation (provided that any representations and warranties which expressly relate to a given date or period shall be required only to be true and correct in all material respects as of the respective date or for the respective period, as the case may be) and (c) there being no default or event of default under the Revolving Facility in existence at the time of, or after giving effect to, the making of, such extension of credit.

VI. **Certain Documentation Matters**

The Revolving Loan Documentation shall contain representations, warranties, covenants and events of default customary for financings of this type (which shall be, in each case, subject to materiality qualifiers, exceptions, thresholds and limitations to be mutually agreed):

Representations and Warranties:	Substantially consistent with the Term Loan Documentation modified as is reasonable and customary for asset based revolving financings.
Affirmative Covenants:	Substantially consistent with the Term Loan Documentation modified as is reasonable and customary for asset based revolving financings (including (i) customary ABL reporting obligations, monthly collateral reporting and monthly borrowing base certificates (to be delivered no later than 20 days after the end of the month), (ii) periodic field examinations and appraisals, in each case as set forth above and (iii) as soon as possible within 90 days of the Closing Date (as may be extended by the Administrative Agent), establishment of a cash concentration account with the Administrative Agent and entry into deposit account control agreements and/or lockbox agreements reasonably acceptable to the Administrative Agent for all depository accounts and cash concentration accounts of the Loan Parties included as collateral (subject to customary exceptions,

	including, exceptions for (x) payroll, trust and tax accounts and accounts in which bona fide customer deposits are deposited and (y) "zero balance" accounts from which balances are swept daily to a blocked account)).
Financial Covenant:	(1) with respect to any fiscal quarter in which the Available Credit is, at any time, less than the greater of (x) 10% of Revolving Commitments and (y) $10,000,000 (the "Covenant Commencement Date"), the Borrower shall maintain a fixed charge coverage ratio for the trailing four quarter period of at least 1.10:1.00 (the "ABL Covenant"), determined (i) as of the last day of the most recently completed fiscal quarter preceding the Covenant Commencement Date and (ii) as of the last day of each fiscal quarter occurring thereafter for the trailing twelve month period ending on each such date, until the Available Credit is equal to or greater than the greater of (x) 10% of Revolving Commitments and (y) $10,000,000, in either case, for a period of 30 consecutive business days and (2) for so long as the Term Loan is in place, any financial covenants included in the Term Loan Documentation.
Negative Covenants:	Substantially consistent with the Term Loan Documentation modified as is reasonable and customary for asset based revolving financings (including a "payment conditions" concept). For the avoidance of doubt, the negative covenants will also be subject to exceptions, qualifications and "baskets" to be set forth in the Revolving Facility Documentation.
Events of Default:	Substantially consistent with the Term Loan Documentation modified as is reasonable and customary for asset based revolving financings.
Voting:	Substantially consistent with the Term Loan Documentation modified as is reasonable and customary for asset based revolving financings (including to require that all Lenders or a supermajority of Lenders consent to any amendments to the definition of Borrowing Base and related definitions and provisions and any amendments to increase the advance rates).
Assignments and Participations:	Substantially consistent with the Term Loan Documentation (including the Borrower's consent to assignments unless a default or event of default has occurred and is continuing) modified as is reasonable and customary for asset based revolving financings (including customary Administrative Agent and Issuing Lender consent rights).
Yield Protection:	Substantially consistent with the Term Loan Documentation.
Expenses and Indemnification:	Substantially consistent with the Term Loan Documentation modified as is reasonable and customary for asset based revolving

	financings (including customary reimbursement for collateral monitoring, field examinations and appraisals).
Governing Law and Forum:	New York.
Counsel to the Administrative Agent and the Lead Arranger:	Simpson Thacher & Bartlett LLP.

Annex I

Interest and Certain Fees

Interest Rate Options:	The Company may elect that the loans (other than Swingline Loans) comprising each borrowing bear interest at a rate per annum equal to (a) the Alternate Base Rate plus the Revolving Applicable Margin or (b) the Adjusted LIBO Rate plus the Revolving Applicable Margin. Swingline Loans will bear interest at a rate per annum equal to the interest rate applicable to Revolving Loans at the Alternate Base Rate. As used herein: "Revolving Applicable Margin" means, the margin specified below in the Pricing Grid based on Available Credit as set forth below.
Interest Payment Dates:	In the case of ABR Loans, interest shall be payable in arrears on the last day of each quarter, upon any prepayment due to acceleration and at final maturity. In the case of Revolving Loans based on the Adjusted LIBO Rate, interest shall be payable in arrears on the last day of each interest period and, in the case of an interest period longer than three months, quarterly, upon any prepayment and at final maturity.
Agent and Lead Arranger Fees:	Such fees payable to the Administrative Agent and the Lead Arranger as are specified in the Fee Letter, dated as of November 21, 2018, among The NORDAM Group, Inc. and JPMorgan.
Default Rate:	At any time when an event of default shall have occurred and is continuing, all overdue amounts shall bear interest at 2% above the rate otherwise applicable thereto. Overdue interest, fees and other amounts shall bear interest at 2% above the rate applicable to the relevant ABR Loans. In addition, upon the occurrence of any insolvency event of default, all outstanding obligations shall bear interest at the foregoing rates.
Rate and Fee Basis:	All per annum rates shall be calculated on the basis of a year of 360 days (or 365/366 days, in the case of ABR Loans) for actual days elapsed.
Commitment Fee:	The Borrower shall pay a commitment fee calculated at a rate per annum equal to [redacted] (the "Commitment Fee Rate"), on the average daily unused portion of the Revolving Facility, payable quarterly in arrears (which, for the avoidance of doubt, shall be based on the aggregate commitments). Swingline Loans shall, for purposes of the commitment fee calculations only, not be deemed to be a utilization of the Revolving Facility.

Letter of Credit Fees: The Borrower shall pay a participation fee on all outstanding Letters of Credit which shall accrue at the same at the Revolving Applicable Margin then in effect with respect to Eurodollar Loans on the average daily amount of each Lender's Letter of Credit exposure. Such fee shall be shared ratably among the Lenders and shall be payable quarterly in arrears. Reimbursement obligations shall bear interest at the rate then applicable to ABR Loans plus the Default Rate.

A fronting fee equal to the rate or rates per annum separately agreed between the Borrower and the Issuing Lender during the period from and including the Closing Date to but excluding the later of the date of the termination of the commitments and the date on which there ceases to be any Letter of Credit exposure, which fee shall be payable quarterly in arrears to the Issuing Lender for its own account. In addition, customary administrative, issuance, amendment, payment and negotiation charges shall be payable to the Issuing Lender for its own account.

<u>Pricing Grid</u>:

Fixed Charge Coverage Ratio	Revolver Applicable Margin (LIBO Rate)	Revolver Applicable Margin (ABR)
< 1.25x	a percentage to be determined	a percentage to be determined
1.25x – 1.50x	a percentage to be determined	a percentage to be determined
> 1.50x	a percentage to be determined	a percentage to be determined

Exhibit C

Conditions

The availability of the Term Loan Facility and the Revolving Facility (together the "Facilities") shall be conditioned upon satisfaction (or waiver) of the following conditions precedent. Capitalized terms used but not defined herein have the meanings set forth in the Term Sheets.

1. The Loan Parties shall have executed and delivered definitive financing documentation (a) with respect to the Term Loan Facility, including a credit agreement, security documents, guarantees, intercreditor and other customary legal documentation (collectively, the "Term Loan Documentation") and (b) with respect to the Revolving Facility, including a credit agreement, security documents, guarantees and other customary legal documentation (collectively, the "Revolving Loan Documentation", and together with the Term Loan Documentation, the "Facilities Documentation"), in each case, consistent with the terms of the Term Sheets and otherwise reasonably satisfactory to the Company and the Lenders.

2. The Lenders, the Administrative Agent and the Lead Arranger shall have received all fees required to be paid under and in respect of the Facilities, and all reasonable, out-of-pocket expenses for which invoices have been presented, on or before the Closing Date.

3. All governmental and third party approvals necessary in connection with the financing contemplated hereby shall have been obtained and shall be in full force and effect.

4. The Administrative Agent shall have received (i) the audited consolidated financial statements of The NORDAM Group, Inc., a Delaware corporation ("NORDAM, Inc."), for the three most recent fiscal years ended prior to the Closing Date as to which such financial statements are available, (ii) unaudited interim consolidated financial statements of NORDAM, Inc. for each monthly and quarterly period ended subsequent to the date of the latest financial statements delivered pursuant to clause (i) of this paragraph as to which such unaudited interim financial statements are available, (iii) forecasts of the consolidated monthly income statement, balance sheet and cash flows, after giving effect to the Transactions, of the Company and its subsidiaries for each fiscal month through December 31, 2019 and (iv) consolidated forecasts of the consolidated income statement, balance sheet and cash flows, after giving effect to the Transactions, of the Company and its subsidiaries for each fiscal year through fiscal year 2023 in form and substance reasonably acceptable to the Administrative Agent.

5. The Administrative Agent shall have received such closing documents as are customary for transactions of this type or as it may reasonably request, including but not limited to resolutions, good standing certificates in each Loan Party's jurisdiction of formation, incumbency certificates, flood insurance certificates and related endorsements (to the extent required by applicable law), customary opinions of counsel, organizational documents, title insurance policies (to the extent in the Company's possession), financing statements, together with any other filings, registrations, documents, instruments, affidavits or certificates as the Administrative Agent may deem necessary or desirable to perfect and protect the liens created thereby (provided, that real property mortgages and certain other collateral to be mutually agreed (the "Post Closing Collateral")) may be provided following the closing), all in form and substance reasonably acceptable to the Administrative Agent and the Lead Arranger. The failure to deliver the Post Closing Collateral shall not be a condition of closing so long as Borrower shall have used commercially reasonable efforts to obtain them prior to closing and to the extent not delivered prior to the Closing Date, shall be delivered within a period of time to be mutually agreed (as may be extended by the Administrative Agent).

6. The Administrative Agent shall have received a borrowing base certificate as of the most recent calendar month-end occurring at least 20 days prior to the Closing Date) with customary supporting documentation and supplemental reporting to be mutually agreed.

7. The Administrative Agent shall have received any requested environmental review reports prepared within the three years previous to the date hereof to the extent previously prepared and available to the Company.

8. Simultaneously with the funding of the Facilities, repayment in full of the DIP Facility, termination of the commitments thereunder and release of all liens granted thereunder (with such repayment in full, termination and release being evidenced by a payoff letter reasonably acceptable to the Administrative Agent).

9. The Administrative Agent shall have received (i) at least three days prior to the Closing Date all documentation and other information required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the Patriot Act, provided, that, all such requests shall have been made at least seven business days prior to the Closing Date, and (ii) to the extent the Borrower qualifies as a "legal entity customer" under 31 C.F.R. § 1010.230, at least five days prior to the Closing Date, any Lender that has requested, in a written notice to the Borrower at least ten days prior to the Closing Date, a certification of beneficial ownership.

10. The Bankruptcy Court shall have entered one or more orders in form and substance reasonably satisfactory to the Administrative Agent and the Lead Arranger (A) confirming the Plan, and the Plan shall not have been amended or modified in any manner that is materially adverse (as determined in good faith by the Administrative Agent and the Lead Arranger) to the rights and interests of the Administrative Agent, the Lead Arranger and any Lender and their respective affiliates, in their capacities as such, relative to the version filed with the Bankruptcy Court on December 17, 2018, without written consent of the Administrative Agent and the Lead Arranger, (B) authorizing and approving the extensions of credit in respect of the Facilities, each in the amounts and on the terms set forth in the Term Sheets, and all transactions contemplated by the Facilities and (C) approving the payment by the Company of all of the fees provided for in respect of the Facilities. Such orders shall be in full force and effect and shall not have been vacated or reversed and shall not be stayed or subject to a motion to stay and shall not have been amended or modified in any manner that is materially adverse (as determined in good faith by the Administrative Agent and the Lead Arranger) to the rights and interests of the Administrative Agent and any Lender and their respective affiliates without written consent of the Administrative Agent and the Lead Arranger. The effective date under the Plan shall have occurred, or contemporaneous with the funding of the Facilities shall occur, and all conditions precedent thereto as set forth therein shall have been satisfied or waived.

11. The Administrative Agent shall have received a certificate of the chief financial officer of the Borrower, stating that the Company and its subsidiaries, taken as a whole, are solvent, in each case, after giving effect to any Loans to be made on the Closing Date and any Letters of Credit outstanding or to be issued on the Closing Date.

12. After giving effect to the Loans funded and any Letters of Credit issued on the Closing Date, the Available Credit plus unrestricted cash and cash equivalents of the Loan Parties shall be at least $60,000,000.

13. The Administrative Agent shall have received evidence that all insurance required to be maintained pursuant to the Facilities Documentation has been obtained and is in effect (or soon thereafter shall become effective pursuant to arrangements reasonably satisfactory to the Administrative Agent) and

that the Administrative Agent has been named as loss payee or additional insured, as appropriate, under each insurance policy with respect to such liability and property insurance as to which the Administrative Agent shall have reasonably requested to be so named.

14. The Administrative Agent shall be reasonably satisfied with the capital structure of the Company and its Subsidiaries and the Borrower shall have received (or shall receive substantially concurrently with the Closing Date) (i) not less than $240,000,000 in aggregate principal amount of the Term Loans under the Term Loan Facility, (ii) not less than $100,000,000 in aggregate commitments under the Revolving Facility and (iii) not less than $140,000,000 in aggregate amount from new equity investors pursuant to documentation reasonably satisfactory to the Lead Arranger.

15. The Borrower and the Term Facility shall have received satisfactory ratings from any two of Moody's Investors Service, Inc., Standard & Poor's Financial Services LLC and Fitch Ratings Inc.

16. In the case of the Term Facility, the ratio of total debt of the Company and its subsidiaries (as determined in accordance with GAAP) to EBITDA, calculated on a pro forma basis for the Transactions for the four most-recent fiscal quarters ended not less than 45 days prior to the Closing Date, shall not be greater than a ratio to be determined. For purposes of the foregoing, EBITDA shall be defined as consolidated net income (as determined in accordance with GAAP) plus, to the extent deducted in determining consolidated net income, (i) interest expenses, (ii) taxes, (iii) depreciation, (iv) amortization, (v) other non-cash charges (including write offs and write downs) and expenses, (vi) any extraordinary losses or charges and (vii) costs associated with the acquisition, minus, to the extent included in determining consolidated net income, any extraordinary gains.

Exhibit E

Investment Agreement (Excluding Schedules)

Execution Version

INVESTMENT AGREEMENT

BY AND AMONG

THE NORDAM GROUP, INC.

AND

AMELIA ACQUISITION L.L.C.

Dated as of March 3, 2019

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INVESTMENT AGREEMENT

THIS INVESTMENT AGREEMENT, dated as of March 3, 2019 (as amended, modified or supplemented from time to time in accordance with its terms, this "Agreement"), is by and between The NORDAM Group, Inc., a Delaware corporation (the "Company"), and Amelia Acquisition L.L.C., a Delaware limited liability company (the "Purchaser"). The Company and the Purchaser are sometimes herein referred to collectively as the "Parties" and individually as a "Party".

W I T N E S S E T H:

WHEREAS, on July 22, 2018 (the "Petition Date"), the Company and its debtor Subsidiaries Nacelle Manufacturing 1 LLC, Nacelle Manufacturing 23 LLC, PartPilot LLC, and TNG DISC, Inc. (collectively, the "Debtors") commenced voluntary cases (the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, the Debtors have determined to prosecute a joint chapter 11 plan of reorganization (as it may be amended, modified, or supplemented, the "Plan") that contemplates, among other things, at the Closing, NORDAM LLC (as defined below) issuing and selling to the Purchaser, and the Purchaser purchasing from NORDAM LLC, 31,790.102 Common Units ("Units"), which will represent 45% of the issued and outstanding Units as of the Closing Date, all as more specifically set forth herein;

WHEREAS, prior to the Closing, and pursuant to the Plan, among other actions, the Company shall undertake a tax-free reorganization in connection with which (a) pursuant to a merger of a newly formed wholly-owned indirect subsidiary of the Company with and into the Company with the Company surviving the merger, the holders of all of the issued and outstanding shares of capital stock of the Company as of the date hereof shall become shareholders of a new parent corporation incorporated under the laws of the State of Delaware with the name of Siegfried Holdings, Inc. ("Holdings"), with each share of capital stock of the Company canceled and exchanged for one share of capital stock of Holdings and any shares of capital stock of Holdings held by the Company canceled, (b) immediately thereafter, the Company shall convert to a limited liability company organized under the laws of the State of Delaware with the name of The NORDAM Group LLC ("NORDAM LLC") by filing a Certificate of Conversion of the Company and a Certificate of Formation of NORDAM LLC with the Secretary of State of the State of Delaware (the "Conversion"), (c) immediately thereafter, and as of the Closing (but prior to giving effect to the Transactions), Holdings will own beneficially and of record all of the outstanding limited liability company membership interests of NORDAM LLC, and (d) NORDAM LLC will be disregarded for federal income tax purposes until the Closing (collectively, the "Pre-Closing Restructuring");

WHEREAS, following the purchase of Units by the Purchaser, (x) NORDAM LLC is intended to be treated as a partnership for U.S. federal income tax purposes and (y) NORDAM LLC shall pay an aggregate cash amount as determined by Holdings not to exceed $10,000,000 to Holdings for further payment to its shareholders;

WHEREAS, at the Closing, Holdings and Purchaser shall enter into that certain Amended and Restated Limited Liability Company Agreement of NORDAM LLC (the "A&R LLC Agreement") in the form attached hereto as Exhibit A, which shall govern the rights and obligations between Holdings and Purchaser with respect to NORDAM LLC;

WHEREAS, the independent restructuring committee of the board of directors of the Company (the "Restructuring Committee") has determined that this Agreement, the Plan and the related agreements, and the Transactions are advisable and in the best interests of the Debtors;

WHEREAS, concurrently with the execution and delivery of this Agreement, the Sponsor and the Purchaser are executing and delivering the Equity Commitment Letter; and

WHEREAS, the Parties acknowledge that consummation of the Transactions is subject to, inter alia, the entry of the Confirmation Order, and the occurrence of the effective date of the Plan.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Certain Definitions.

For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to (a) vote securities having more than fifty percent (50%) of the ordinary voting power for the election of directors or Persons with similar powers and duties, or (b) direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

"Alternative Transaction" means any transaction, liquidation, reorganization, debt financing, recapitalization, restructuring, merger, consolidation, business combination, joint venture, partnership, sale of material assets or equity involving the Company's or one or more of its Subsidiaries' equity, assets or liabilities (in each case, other than the Transactions), following which the Bankruptcy Court (i) enters an order confirming a plan of reorganization or liquidation for one or more of the Debtors or (ii) enters an order pursuant to Section 363 of the Bankruptcy Code authorizing the sale of all or substantially all of the material assets or not less than 25% of the reorganized equity of the Company or one or more of its Subsidiaries.

"Anti-Corruption Laws" means the U.S. Foreign Corrupt Practices Act, the UK Bribery Act of 2010, and any other comparable anti-corruption and/or anti-bribery Laws or Orders of any Governmental Body of any jurisdiction.

"Anti-Money Laundering Laws" means all applicable laws, regulations, rules or guidelines relating to money laundering, including, without limitation, financial recordkeeping and reporting requirements; such as, without limitation, the U.S. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, the U.S. Currency and Foreign Transaction Reporting Act of 1970, as amended, the U.S. Money Laundering Control Act of 1986, as amended, the UK Proceeds of Crime Act 2002, the UK Terrorism Act 2000, as amended, all money laundering-related laws of other jurisdictions where the Company and its Subsidiaries conduct business or own assets, and any related or similar Law issued, administered or enforced by any Governmental Body.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure and the local rules and general Orders of the Bankruptcy Court, as in effect on the Petition Date, together with all amendments and modifications thereto subsequently made applicable to the Chapter 11 Cases.

"Business" means the business of the Company and its Subsidiaries as conducted as of the date hereof.

"Business Day" means any day of the year on which national banking institutions in New York City are open to the public for conducting business and are not required or authorized by Law or executive Order to close.

"Business Intellectual Property Rights" means any and all Intellectual Property Rights owned or held by the Company and its Subsidiaries, including the Scheduled Intellectual Property.

"Claims Objection Deadline" means (i) with respect to any Warranty Claims, the first Business Day following the date that is six (6) months following the Closing Date, and (ii) with respect to any Third Party Class 4 Claims other than Warranty Claims, the first Business Day following the date that is ninety (90) days after delivery of the Required Class 4 Claims Deliverable.

"Code" means the Internal Revenue Code of 1986.

"Company" (a) prior to the Pre-Closing Restructuring, shall have the meaning set forth in the Recitals hereto, and (b) after the Pre-Closing Restructuring, shall mean and be a reference to NORDAM LLC, in each case, as the context requires.

"Confidentiality Agreement" means the confidentiality agreement dated October 24, 2018 between the Company and Carlyle Global Credit Investment Management L.L.C.

"Confirmation Order" means the Order of the Bankruptcy Court approving the Disclosure Statement on a final basis (as opposed to conditional), confirming the Plan and approving and authorizing the Company to consummate the Transactions, substantially in the

form attached hereto as Exhibit B and otherwise reasonably acceptable to the Company, on the one hand, and reasonably acceptable to the Purchaser.

"Contract" means any contract, subcontract, agreement, sales or purchase order, indenture, note, letter of credit, bond, mortgage, loan, instrument, lease, sublease, license, sublicense, commitment or other legally binding arrangement, understanding, undertaking, commitment or obligation, whether written or oral.

"Controlled Group" means any entity, trade or business (whether or not incorporated) (a) under common control within the meaning of Section 4001(a)(14) of ERISA with the Company or a Company Subsidiary, or (b) which together with the Company or a Company Subsidiary is treated as a single employer under Section 414(t) of the Code.

"Cure Amount" shall have the meaning ascribed thereto in the Plan.

"Customers" shall mean (i) customers of the Debtors under executory contracts of the Debtors with those customers, and (ii) third parties that seek recourse against the Debtors based on a warranty or other product support commitment given to customers of the Debtors under such executory contracts.

"Damages" means any and all damages, losses, charges, claims, Taxes, fines, fees, assessments, penalties, liabilities, obligations, deficiencies, demands, awards, judgments, and reasonable out of pocket costs and expenses (including reasonable out of pocket expenses of investigation and reasonable out of pocket attorneys' fees and expenses).

"Disclosure Statement" means the *Disclosure Statement for Joint Postpackaged Chapter 11 Plan of Reorganization of The NORDAM Group, Inc. and its Debtor Affiliates*, as the same may be amended, supplemented, or modified from time to time in accordance with the terms of the Bankruptcy Code and the terms hereof.

"Disclosure Statement Date" means January 3, 2019.

"Employee Benefit Plan" means (i) an "employee benefit plan" (as defined in Section 3(3) of ERISA, whether or not subject thereto) and (ii) any plan, program, policy, arrangement or agreement of any kind (whether written or oral, qualified or nonqualified, funded or unfunded, foreign or domestic) providing for workers' compensation, supplemental unemployment benefits, severance, salary continuation, retention, retirement, pension, superannuation or supplemental pension benefits, life, health, disability or accident benefits or for deferred compensation, bonuses, stock options, stock appreciation rights, phantom stock, stock purchases or other forms of incentive compensation, profit sharing or post-retirement insurance, compensation or benefits that, in each case, is sponsored, maintained or contributed to (or required to be contributed to) by the Company or a Company Subsidiary for current or former employees of the Company or a Company Subsidiary (or a dependent or beneficiary thereof) or for which the Company or a Company Subsidiary has or could have any obligation or liability (whether actual or contingent).

"Environmental Law" means any Law concerning pollution or protection of the environment and natural resources or, solely in relation to exposure to Hazardous Substances, the

protection of human health and safety, including such Laws relating to the use, registration, management, generation, storage, treatment, recycling, disposal, discharge, transportation, Release, threatened Release, investigation or remediation of Hazardous Substances in the environment.

"Environmental Notice" means any written complaint, citation, notice, demand or claim alleging noncompliance with or liability under any Environmental Law.

"Equity Commitment Letter" means that certain letter agreement dated as of the date hereof, by and among the Sponsor and the Purchaser and attached hereto as Exhibit C.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Exit Debt Financing" means the senior secured credit facilities composed of (a) a revolving asset-based or other loan facility in an aggregate principal amount of up to $100 million and (b) a term loan facility in an aggregate principal amount of up to $240 million, in each case as provided for pursuant to financing documents (including one or more final credit agreements governing the terms thereof) on terms reasonably acceptable to the Purchaser (it being understood and agreed that the terms set forth in Exhibit D hereto are acceptable to the Purchaser).

"Export Control Laws" means (i) all applicable trade, export control, import, and antiboycott laws and regulations imposed, administered, or enforced by the U.S. Government, including the Arms Export Control Act (22 U.S.C. § 2778), the International Emergency Economic Powers Act (50 U.S.C. §§ 1701–1706), the Export Controls Act of 2018 (22 U.S.C. § 2751 et seq.), Section 999 of the Internal Revenue Code, Title 19 of the U.S. Code, the International Traffic in Arms Regulations (22 C.F.R. Parts 120-130), the Export Administration Regulations (15 C.F.R. Parts 730-774), the U.S. customs regulations at 19 C.F.R. Chapter 1, and the Foreign Trade Regulations (15 C.F.R. Part 30); and (ii) all applicable trade, export control, import, and antiboycott laws and regulations imposed, administered or enforced by any other country, except to the extent inconsistent with U.S. Law.

"Final Order" means an Order of the Bankruptcy Court or any other court or other tribunal of competent jurisdiction with respect to the relevant subject matter, which has not been reversed, stayed, reconsidered, readjudicated, modified or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the Order could be appealed or from which certiorari could be sought or the new trial, reargument or rehearing shall have been denied, resulted in no modification of such Order or has otherwise been dismissed with prejudice; provided, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, as made applicable by Rule 9024 of the Bankruptcy Rules, may be filed relating to such Order shall not cause such Order to not be a Final Order.

"Fundamental Representations" means the representations and warranties of the Company set forth in Section 5.1(a) and (b), Section 5.2, Section 5.5(c), Section 5.6 and Section 5.16(j).

"GAAP" means generally accepted accounting principles in the United States as in effect from time to time.

"General Unsecured Claims" shall have the meaning ascribed thereto in the Plan.

"Government Contract" means any prime contract, subcontract, facility contract, teaming agreement, non-disclosure agreement, basic ordering agreement, pricing agreement, letter contract, purchase order, task order, delivery order or other similar legally binding written arrangement of any kind, as modified by binding modifications, amendments, or change orders, related to the Business and entered into with (i) any Governmental Body, (ii) any prime contractor of any Governmental Body, or (iii) any subcontractor at any tier with respect to any contract of a type described in (i) or (ii) above.

"Government Contract Bid" means a bid, offer, or proposal issued by a contractor that, if accepted or awarded, would result in a Government Contract.

"Governmental Body" means any government or governmental authority or regulatory or administrative body thereof, or political subdivision thereof, whether foreign, federal, state, or local, or any agency or commission, instrumentality or authority thereof, or any court, tribunal, judicial body or arbitrator (public or private).

"Gulfstream" means Gulfstream Aerospace Corporation, an Oklahoma corporation.

"Gulfstream APA Documents" means (i) that certain Asset Purchase Agreement, dated as of September 1, 2018, by and among, the Company, Gulfstream and the other parties thereto (the "Gulfstream APA") and (ii) the agreements and documents referenced therein and made available to the Purchaser.

"Gulfstream Sale Order" means the Order (a) authorizing and approving (i) the Global Resolution Between Debtors and Gulfstream Aerospace Corporation, (ii) rejection of the Purchase Agreement for Nacelle Hardware Products, dated October 18, 2010, between the Company and Pratt & Whitney, and (iii) entry into the Gulfstream APA Documents, and (b) related relief entered by the Bankruptcy Court on September 26, 2018 (ECF No. 362).

"Hazardous Substances" means any materials, substances or wastes defined or otherwise designated and/or regulated by a Governmental Body as "hazardous", "toxic", "pollutant", "contaminant", or words of similar meaning and regulatory effect, including without limitation petroleum, petroleum-derived substances, radioactive materials, asbestos, and polychlorinated biphenyls.

"Indebtedness" of any Person, means, without duplication, all outstanding monetary obligations or other liabilities of such Person arising from or in the form of (a) indebtedness for borrowed money or indebtedness issued or incurred in substitution or exchange

for indebtedness for borrowed money, (b) indebtedness evidenced by any note, bond, debenture, mortgage or other debt instrument or debt security, (c) obligations under any performance bond, bankers' acceptance, note purchase facility or letter of credit, but only to the extent drawn or called prior to the Closing Date, (d) any lease that is required to be classified as a capitalized lease obligation in accordance with GAAP, (e) all or any part of the deferred purchase price of property, goods or services, including any "earnout" or similar payments, (f) interest rate, currency or other swap, hedging or similar agreements, (g) any conditional sale or other title retention agreement with respect to acquired property, (h) any factoring programs, (i) guarantees with respect to any indebtedness or other liabilities of any other Person of a type described in clauses (a) through (h) above and (j) for clauses (a) through (i) above, all accrued and unpaid interest, fees or expenses (including attorneys' fees) and make whole premiums, success fees and prepayment premiums or penalties associated therewith, in each case, to the extent payable in connection with the consummation of the Transactions. For the avoidance of doubt, Indebtedness shall not include (i) trade payables or amounts that would become a trade payable once the Company or one of its Subsidiaries receives an invoice for goods and services received in the Ordinary Course of Business, (ii) any obligations under any performance bond, bankers' acceptance, note purchase facility or letter of credit to the extent undrawn or uncalled as of the Closing Date, (iii) any intercompany Indebtedness of the Company and the Company Subsidiaries, (iv) any endorsement of negotiable instruments for collection in the Ordinary Course of Business, (v) any deferred revenue, and (vi) any liability under any Contract, agreement or other arrangement between the Company or any Company Subsidiary, on the one hand, and Purchaser or any of its Affiliates, on the other hand.

"Information Systems" means all computer hardware, databases and data storage systems, computer, data, database and communications networks (other than the Internet), architecture interfaces and firewalls (whether for data, voice, video or other media access, transmission or reception) and other apparatuses used to create, store, transmit, exchange or receive information in any form.

"Intellectual Property Rights" means the following and all intellectual property rights, arising from or in respect of the following: (a) patents and patent applications, and patents issuing on any of the foregoing, and all renewals and extensions of any of the foregoing (clause (a), collectively, "Patents"); (b) trademarks, service marks, trade names, trade dress, logos, corporate names and other similar indicia of origin or business identifiers, together with the goodwill associated with any of the foregoing, and all applications, registrations, renewals and extensions of any of the foregoing (clause (b), collectively, "Trademarks"); (c) copyrights, works of authorship and all registrations, applications, renewals, extensions and reversions of any of the foregoing (clause (c), collectively, "Copyrights"); (d) trade secrets, confidential business information and other proprietary information (including designs, processes, procedures, techniques, technical information, specifications, operating and maintenance manuals, drawings, know-how, technical data and databases, discoveries, inventions, rights in research and development and formulas); (e) computer software programs, including all source code, object code, and documentation related thereto; and (f) domain names, domain name registrations and web pages (clause (f), collectively, "Domain Names").

"IRS" means the United States Internal Revenue Service.

"Knowledge of the Company" means the actual knowledge of those officers of the Company identified on Schedule 1.1(a).

"Law" means any federal, state, local, municipal, provincial, territorial or foreign law, statute, code, ordinance, rule, treaty, constitution, Order, regulation or other similar restriction or requirement (having the force of law) enacted or imposed by any Governmental Body.

"Legal Proceeding" means any actions, suits, complaints, investigations (but only to the extent to the Knowledge of the Company in respect thereof), arbitration, audits, hearings, litigation, proceedings (whether public, private, civil, criminal, administrative, investigative, or informal) or claims by or before a Governmental Body or any mediator.

"Liability" means all debts, liabilities, guarantees, assurances, commitments and obligations, whether fixed, contingent or absolute, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising.

"Lien" means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, title retention agreement, title defect, charge, option, right of first refusal or first offer, preemptive right, claim, easement, security interest, transfer restrictions, rights-of-way, hypothecation or similar restriction of any kind whatsoever.

"made available to the Purchaser" means (i) provided in (and not subsequently removed from) the electronically accessible data room hosted by Firmex Inc. under the name "Project Caerus" and made accessible to, or (ii) otherwise provided to, Purchaser and its Representatives (for the purposes of this definition, as defined in the Confidentiality Agreement), in each case, on or before 6:00 PM ET on March 3, 2019.

"Material Adverse Effect" means any event, occurrence, fact, condition, circumstance, development, effect or change (collectively, a "Change") that, individually or in the aggregate, has had or would reasonably be expected to have a material and adverse effect on the assets, business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, provided, that none of the following shall be taken into account in determining whether there has been a Material Adverse Effect: (i) Changes generally affecting the economy or affecting financial, credit, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index or changes in interest rates or exchange rates) in the United States or in any other country or region of the world; (ii) Changes generally affecting the industries or markets in which the Company or any of its Subsidiaries operates; (iii) any Changes to national, regional, international foreign or domestic, social or political conditions (including changes therein), including the results of any primary or general elections; (iv) Changes caused by or resulting from the engagement or escalation by the United States or any other country in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or escalation of any hostilities, acts of terrorism, cyber terrorism or military attack upon the United States or any other country, or any of their respective territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States or any other country, or other

national or international calamity, crisis or emergency, an act of God, flood, hurricane, earthquake or other natural disaster or any governmental or other response to any of the foregoing, in each case whether or not involving the United States, (v) Changes in GAAP or applicable Laws or the interpretation or enforcement thereof, (vi) any failure by the Company or its Subsidiaries to meet any internal or published projections, plans, estimates, budgets, forecasts, predictions or guidance of revenues, income, cash position, cash-flow or other financial measure (except that the exception in this clause (vi) shall not prevent or otherwise affect a determination that any Change underlying such failure not otherwise excluded from the definition of "Material Adverse Effect" has resulted in or contributed to a Material Adverse Effect, and any such Change may be taken into account in determining whether there has been a Material Adverse Effect), (vii) Changes relating to the execution of this Agreement or the Transactions or the announcement thereof (except that the exception in this clause (vii) shall not apply to the use of "Material Adverse Effect" in connection with any representation or warranty addressing the effects of the execution, delivery or performance of the Agreement or the consummation of the Transactions), or (viii) Changes resulting from the taking of any action expressly required by this Agreement, or the omission from taking any action any action expressly prohibited to be taken by this Agreement, or the taking of or omission to take any action as requested or consented to by Purchaser in writing; provided, that Changes arising from or related to the matters described in clauses (i), (ii), (iii), (iv) or (v) that disproportionately affect the Company and its Subsidiaries taken as a whole, as compared to other companies operating in the industries in which the Company and its Subsidiaries operate shall be taken into account in determining whether there has been, or will be, a Material Adverse Effect (but only to the extent of the incremental disproportionate effect on the Company and its Subsidiaries, taken as a whole, compared to other companies operating in the industries and markets in which the Company and its Subsidiaries operate).

"Order" means any order, decision, directive, injunction, judgment, decree, ruling, writ, subpoena, indictment, stipulation, determination, assessment or arbitration award entered into by or with any Governmental Body.

"Open Source Software" means any software that is generally available to the public under licenses substantially similar to those approved by the Open Source Initiative and listed at http://www.opensource.org/licenses, which licenses include the GNU General Public License (GPL), the GNU Library or Lesser General Public License (LGPL), the BSD License, the Mozilla Public License and the Apache License; or software that is made available under any other license that requires, as a condition of use, modification, and/or distribution of such software, that other software incorporated into or distributed with such software be (i) disclosed or distributed in source code form, either mandatorily or upon request, (ii) licensed for the purpose of making derivative works or (iii) distributed at no charge.

"Ordinary Course of Business" means the ordinary course of normal day-to-day operations of the Business through the date hereof consistent with past practice.

"Permits" means any approvals, authorizations, consents, licenses, permits or certificates of, or filings or registrations with or notifications to or qualifications or allowances from, a Governmental Body.

"Permitted Liens" means: (a) Liens securing obligations of the Company and its Subsidiaries under any Indebtedness for borrowed money, which Liens (other than any Liens provided in connection with the Exit Debt Financing) shall be removed on or before the Closing Date; (b) Liens for Taxes and other governmental charges and assessments that are not yet delinquent and payable or that are being contested in good faith by appropriate Legal Proceedings and for which adequate reserves have been established in accordance with and to the extent required by GAAP; (c) Liens of carriers, warehousemen, mechanics, workmen, materialmen and repairmen and other similar Liens arising in the Ordinary Course of Business for sums not yet delinquent or which are being contested in good faith by appropriate Legal Proceedings and for which adequate reserves have been established in accordance with and to the extent required by GAAP; (d) purchase money security interests and other Liens relating to outstanding Leases; (e) with respect to Real Property, Liens that arise under building codes or zoning, land use and other similar Laws which are not violated by the current use and operation of such Real Property, (f) with respect to Real Property, easements, covenants, rights of way and similar matters of record that do not materially interfere with the Company's or any of its Subsidiaries' present use or occupancy of such Real Property or materially detract from the value of such Real Property; (g) all matters disclosed by any title commitments, title insurance policies and/or surveys made available to the Purchaser prior to the date hereof which do not materially detract from the value of or materially interfere with the present use of the property subject thereof; (h) pledges or deposits to secure obligations under workers' compensation or similar Laws; (i) Liens to secure obligations to landlords, lessors or renters under leases or rental agreements; (j) any non-exclusive licenses of Intellectual Property Rights granted in the Ordinary Course of Business; (k) any other Liens that will be terminated prior to Closing in accordance with this Agreement; (l) Liens that, individually or in the aggregate, do not, and would not reasonably be expected to, materially detract from the value or materially interfere with the present use of the property or asset subject thereto or affected thereby and (m) other Liens disclosed in Schedule 1.1(b).

"Person" means any individual, corporation, limited liability company, general or limited partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization or Governmental Body.

"Personal Data" means a natural person's name, street address, telephone number, e-mail address, photograph, social security number, driver's license number, credit card number, passport number, or customer or account number, or any other piece of information that allows the identification of a natural person or, in combination with any other information or data in the possession of the Company or any of its Subsidiaries, would reasonably be expected to be used to identify a natural person.

"Purchase Price" means an aggregate cash amount equal to $140,000,000.

"Purchased Units" means 31,790.102 Units of NORDAM LLC issued to the Purchaser pursuant to the terms of this Agreement, representing 45% of the issued and outstanding Units as of immediately following the Closing.

"Release" means any spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, migrating or leaching into the environment.

"Representatives" means, unless otherwise specified herein, the employees, accountants, consultants, legal counsel and advisors of a Person.

"Sponsor" means Carlyle Strategic Partners IV, L.P., a Delaware limited partnership.

"Subsidiary" means any Person with respect to which the Company (i) owns or controls, directly or indirectly, at least a majority of the outstanding securities or ownership interests entitled to vote for the election of the board of directors or other governing body of such Person, or other Persons performing similar functions for such Person or (ii) has the right to control the management or day-to-day operations of such Person.

"Tax" means (i) any and all taxes of any kind, including federal, state, local or foreign net income, gross income, gross receipts, windfall profit, severance, property, production, sales, use, license, excise, franchise, employment, payroll, withholding, alternative or add-on minimum, *ad valorem*, value-added, transfer, or stamp tax, or any other tax, custom, duty, or other like assessment or charge, together with any interest or penalty, addition to tax or additional amount imposed by any Governmental Body, whether disputed or not and (ii) any liability for amounts described in the foregoing clause (i) imposed under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign Law), as a transferee or successor or by Contract.

"Tax Return" means all returns, declarations, reports, estimates, information returns and statements filed or required to be filed in respect of any Taxes, including any schedule or attachment thereto or amendment thereof.

"Third Party Class 4 Claims" means all General Unsecured Claims, Cure Amounts and claims arising under section 503(b)(9) of the Bankruptcy Code, but shall expressly exclude (i) the VIE Note Amount and (ii) General Unsecured Claims paid or payable by Gulfstream pursuant to Section 2.2 of the Gulfstream APA (up to a maximum of $18,000,000 as provided therein).

"Transactions" means the transactions contemplated by this Agreement, the Confirmation Order and the Plan (including the Pre-Closing Restructuring).

"VIE Note Amount" means the $19,353,162.85 of principal owed by the Debtors pursuant to the VIE Note (as defined in the Disclosure Statement), plus accrued interest thereon to the date of actual payment (the aggregate amount of which accrued interest was equal to $1,083,909.68 as of February 28, 2019 and will be $1,235,951.30 as of March 31, 2019, and the aggregate amount of fees and expenses was equal to $34,032.30 as of February 26, 2019, and will be equal to an amount up to $49,032.30 as of March 31, 2019).

"Warranty Claims" means any General Unsecured Claims that are claims made against the Debtors by the Debtors' Customers under warranties or product support commitments provided by the Debtors in their executory contracts with such Customers.

Terms Defined Elsewhere in this Agreement. For purposes of this Agreement, the following terms have meanings set forth in the Sections indicated:

Term	**Section**
280G Approval	8.11
A&R LLC Agreement	Recitals
Affiliated Persons	12.13
Agreement	Preamble
Antitrust Laws	8.3(b)
Audited Financial Statements	5.5(a)
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Bankruptcy Court Approval	8.11
Change	1.1
Chapter 11 Cases	Recitals
Claim	10.3(a)
Closing	4.1
Closing Date	4.1
Conversion	Recitals
Company	Preamble
Company Affiliate Parties	5.20
Company Documents	5.2(a)
Company Subsidiary	5.7(a)
Copyrights	1.1
Debtors	Recitals
Disclosure Schedules	Article V
Domain Names	1.1
Equitable Exceptions	5.2(b)
Equity Financing	6.5
Export Approvals	5.24(a)(v)
Export Control Laws	5.24(a)
Financial Statements	5.5(a)
Government Contract	5.21
Holdings	Recitals
Insurance Policies	5.18(a)
Latest Balance Sheet Date	5.5(a)
Leased Real Property	5.9(b)
Leases	5.9(b)
Material Contracts	5.10
Material Customer	5.25(a)
Material Vendor	5.25(b)
Non-Parties	12.13
NORDAM LLC	Recitals
OFAC	5.24(a)
Outside Date	4.4(a)
Owned Real Property	5.9(a)
Parties	Preamble
Party	Preamble
Patents	1.1

Term	**Section**
Petition Date	Recitals
Plan	Recitals
Pre-Closing Restructuring	Recitals
Purchaser	Preamble
Purchaser Arrangements	8.11
Purchaser Disclosure Schedules	Article VI
Purchaser Documents	6.2
R&W Insurance Policy	8.6
Real Property	5.9(b)
Related Persons	5.22
Released Claims	12.13
Released Group	10.1
Releasee	12.13
Releasor	12.13
Restructuring Committee	Recitals
Scheduled Intellectual Property	5.11(a)
Shareholder Vote	8.11
Shares	5.6(a)
Termination Expense Reimbursement	4.8(a)
Trademarks	1.1
Transfer Taxes	11.1
Unaudited Financial Statements	5.5(a)
Units	Recitals

1.2 Other Definitional and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day. References to "days" means calendar days unless Business Days are expressly specified.

Dollars. Any reference in this Agreement to $ shall mean U.S. dollars.

Exhibits/Schedules. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

Headings. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Article" or "Section" are to the corresponding Article or Section of this Agreement unless otherwise specified.

Herein. The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole (including the Exhibits and Schedules annexed hereto) and not merely to a subdivision in which such words appear unless the context otherwise requires.

Including. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

Law. Reference to any Law means such Law as amended, modified, codified, replaced or re-enacted, in whole or in part, and in effect from time to time, including any successor legislation thereto and any rules and regulations promulgated thereunder, and references to any section or other provision of a Law means that section or provision of such Law in effect from time to time and constituting the substantive amendment, modification, codification, replacement or re-enactment of such section or other provision.

Subsidiaries. All references herein to the Subsidiaries of a Person shall be deemed to include all direct and indirect Subsidiaries of such Person unless otherwise indicated or the context otherwise requires.

(b) The Parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement. Further, prior drafts of this Agreement or any ancillary agreements hereto or the fact that any clauses have been added, deleted or otherwise modified from any prior drafts of this Agreement or any ancillary agreements hereto shall not be used as an aide of construction or otherwise constitute evidence of the intent of the Parties; and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of such prior drafts.

ARTICLE II

PURCHASE AND SALE OF UNITS

2.1 Purchase and Sale of Units. On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Purchaser shall purchase and acquire from NORDAM LLC, and NORDAM LLC shall issue and sell to the Purchaser, the Purchased Units, free and clear of all Liens other than restrictions on transfer pursuant to applicable securities Laws or the A&R LLC Agreement.

ARTICLE III

CONSIDERATION

3.1 Consideration. The aggregate consideration for the Purchased Units to be purchased by the Purchaser pursuant to Section 2.1 shall be an amount equal to the Purchase Price.

3.2 Payment of the Purchase Price; Closing Distribution. On the Closing Date, the Purchaser shall pay to the Company an amount equal to the Purchase Price in immediately available cash funds by wire transfer into a single account which account shall be designated by the Company in writing to the Purchaser no less than two (2) Business Days prior to the Closing Date. On the Closing Date, the Company will make a one-time payment of immediately available funds by wire transfer to Holdings of an aggregate cash amount as determined by Holdings not to exceed $10,000,000 for further payment to its shareholders.

3.3 Withholding. Purchaser and the Company shall be entitled to deduct and withhold from the consideration deliverable in connection with the transactions contemplated in this Agreement such amounts that Purchaser and the Company are required to deduct and withhold with respect to any such consideration under the Code or any provision of state, local or foreign Law. To the extent that Purchaser or the Company withholds any such amounts with respect to any Person and timely remits such withheld amounts to the applicable Governmental Body, such withheld amounts shall be treated as having been paid on behalf of such Person; provided, that Purchaser provides five (5) Business Days' notice to the Company prior to withholding such amounts. The Parties acknowledge that any withholding in connection with any consideration deliverable by Purchaser pursuant to this Agreement is not currently expected to be required if the Company provides the relevant documentation in accordance with Section 4.2(e).

ARTICLE IV

CLOSING, EFFECTIVENESS AND TERMINATION

4.1 Closing Date. Subject to the satisfaction of the conditions set forth in Article IX or the waiver thereof by the Party entitled to waive that condition, the closing of the purchase and sale of the Purchased Units provided for in Article II (the "Closing") shall take place remotely via the electronic exchange of documents and signatures on the date that is three (3) Business Days following the satisfaction or waiver (by the Party entitled to the benefit of the condition to be waived (to the extent permitted by applicable Law)) of the conditions set forth in Article IX (other than conditions that by their nature are to be satisfied at or immediately prior to the Closing, but subject to the satisfaction or waiver of such conditions), unless another time or date, or both, are agreed to in writing by the Company and the Purchaser. The date on which the Closing shall be held is referred to in this Agreement as the "Closing Date."

4.2 Deliveries by the Company. At the Closing, the Company shall deliver, or cause to be delivered, to the Purchaser:

(a) a copy of the member register of NORDAM LLC showing Purchaser as the owner of the Purchased Units;

(b) the officer's certificate required to be delivered pursuant to Section 9.1(a), 9.1(b) and 9.1(c) duly executed by the applicable officer(s);

(c) a counterpart signature page to the A&R LLC Agreement, duly executed by Holdings;

(d) evidence of the completion of the Pre-Closing Restructuring pursuant to documentation reasonably acceptable to Purchaser; and

(e) a properly completed IRS Form W-9 and a certificate pursuant to Treasury Regulation Section 1.1445-2(b) certifying under penalties of perjury that Holdings is not a foreign person, in each case, duly executed by Holdings and in form and substance reasonably acceptable to the Purchaser.

4.3 Deliveries by the Purchaser. At the Closing, the Purchaser shall deliver, or cause to be delivered to the Company:

(a) the Purchase Price, in immediately available funds, as set forth in Article III;

(b) the officer's certificate required to be delivered pursuant to Sections 9.2(a) and 9.2(b), duly executed by the applicable officer(s); and

(c) a counterpart signature page to the A&R LLC Agreement, duly executed by Purchaser.

4.4 Effectiveness.

(a) This Agreement shall be effective and legally binding on the Purchaser immediately upon its execution and delivery of its signature page to the Company.

(b) This Agreement shall be effective and legally binding on the Company immediately upon the occurrence of both (i) the Company's execution and delivery of its signature page to the Purchaser and (ii) entry of the Confirmation Order.

4.5 Termination of Agreement. This Agreement may be terminated and the Transactions abandoned prior to the Closing as follows:

(a) by mutual written consent of the Company and the Purchaser;

(b) by the Purchaser, if any of the following occurs:

(i) the Debtors have filed, supported in writing or failed to timely object to any motion or other request for relief seeking to (A) dismiss any of the Chapter 11 Cases, (B) convert any of the Chapter 11 Cases to a case under chapter 7 of the

Bankruptcy Code, or (C) appoint in any of the Chapter 11 Cases a trustee or an examiner with expanded powers pursuant to section 1104 of the Bankruptcy Code in the Chapter 11 Cases, and such motion or other request for relief is not withdrawn within five (5) Business Days of notice from the Purchaser to the Debtors;

(ii) the Bankruptcy Court has entered a Final Order (A) dismissing the Chapter 11 Cases, (B) converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, or (C) appointing a trustee or an examiner with expanded powers pursuant to section 1104 of the Bankruptcy Code in any of the Chapter 11 Cases;

(iii) the Confirmation Order has not been entered by the Bankruptcy Court by April 17, 2019 (the "Confirmation Order Date"), unless extended by the Purchaser; or

(iv) there shall have been a breach by the Company of any of its representations, warranties, covenants or obligations set forth in this Agreement, which breach would result in the failure to satisfy any condition set forth in Section 9.1 or Section 9.3 and, in any such case, such breach: (A) shall by its nature be incapable of being cured by the Outside Date; or (B) if capable of being cured, shall not have been cured by the earlier of: (I) twenty (20) calendar days after written notice thereof shall have been delivered to the Company; or (II) the Outside Date.

(c) by the Company, if any of the following occurs:

(i) the conditions to the effectiveness of the Exit Debt Financing have not occurred by the Outside Date;

(ii) the Restructuring Committee of the Company, or the appropriate governing body of any Debtor, determines in good faith that continued performance under this Agreement would be inconsistent with its fiduciary obligations under applicable Law (as determined in good faith after consultation with legal counsel); or

(iii) there shall have been a breach by the Purchaser of any of its representations, warranties, covenants or obligations set forth in this Agreement, which breach would result in the failure to satisfy any condition set forth in Section 9.2 or Section 9.3 and, in any such case, such breach: (A) shall by its nature be incapable of being cured by the Outside Date; or (B) if capable of being cured, shall not have been cured by the earlier of: (I) twenty (20) calendar days after written notice thereof shall have been delivered to the Company; or (II) the Outside Date.

(d) by the Company or the Purchaser, if (i) any final, non-appealable Order or applicable Law has been issued or enacted by a Governmental Body of competent jurisdiction (or is otherwise in effect) preventing, enjoining, making illegal or otherwise prohibiting the Transactions, or (ii) the Closing has not occurred on or before June 1, 2019 (the "Outside Date") or such later date as the Parties may agree upon in writing (except that a Party seeking to terminate this Agreement pursuant to this Section 4.5(d) shall not have the right to do so if the failure of such Party to comply with its obligations under this Agreement resulted in the Closing failing to so occur);

For the avoidance of doubt, the automatic stay arising pursuant to section 362 of the Bankruptcy Code in the Chapter 11 Cases shall be deemed waived or modified for purposes of providing notice under or terminating this Agreement.

4.6 Procedure Upon Termination. In the event of termination by the Purchaser or the Company, or both, pursuant to Section 4.5, written notice thereof shall be given to the other Party specifying the provision hereof pursuant to which the termination of the Transactions is made, and this Agreement shall terminate, and the purchase of the Purchased Units hereunder shall be abandoned, without further action by the Purchaser or the Company. If this Agreement is terminated as provided herein, Purchaser shall, and shall cause its equityholders and Representatives to, comply with its and their obligations under to the Confidentiality Agreement regarding redelivery or destruction of the Confidentiality Agreement, all Confidential Information (as defined in the Confidentiality Agreement) disclosed by the Company and its Subsidiaries relating to the Transactions, whether disclosed before or after the execution hereof, provided, that notwithstanding Section 16 of the Confidentiality Agreement, all such Confidential Information disclosed by the Company, whether disclosed before or after the execution hereof, shall continue to be subject to the terms of the Confidentiality Agreement.

4.7 Effect of Termination. In the event that this Agreement is validly terminated as provided herein, then each of the Parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without Liability to the Purchaser or the Company; provided that nothing herein shall relieve any Party from Liability for any breach of this Agreement, the Equity Commitment Letter or the Confidentiality Agreement prior to such termination; and provided, further, that notwithstanding the foregoing or anything in Section 4.6 to the contrary, this Section 4.7, Section 4.8, Section 8.5 and Article XII and, to the extent necessary to effectuate the foregoing enumerated provisions, Section 1.1, shall survive any such termination.

4.8 Termination Expense Reimbursement and Termination Fee.

(a) If this Agreement is terminated by the Company pursuant to Section 4.5(c)(i) or 4.5(c)(ii) or by the Purchaser pursuant to Section 4.5(b)(iv), or in the event that the Transactions have not been consummated on or prior to the Outside Date under circumstances where Purchaser was entitled to terminate pursuant to Section 4.5(b)(iv), then, in any such case, the Company shall, without the requirement of any notice or demand from Purchaser or any application to or Order of the Bankruptcy Court, promptly, but in no event later than two (2) Business Days after the date of such termination, pay or cause to be paid to Purchaser all reasonable out-of-pocket and reasonably documented fees, costs and expenses (including reasonable outside financial, accounting, legal and other professional advisory fees, costs and expenses) incurred by Purchaser and its Affiliates in connection with Purchaser's evaluation, negotiation, and documentation of this Agreement and consummation of the Transactions (the "Termination Expense Reimbursement"), but in no event to exceed $3,000,000, by wire transfer of immediately available funds to such account or accounts as may be specified by Purchaser in writing. If (i) this Agreement is terminated by the Company pursuant to Section 4.5(c)(ii), by the Purchaser pursuant to Section 4.5(b)(iv), or in the event that the Transactions have not been consummated on or prior to the Outside Date under circumstances where Purchaser was entitled to terminate pursuant to Section 4.5(b)(iv), and (ii) the Company enters into any agreement with

respect to an Alternative Transaction within twelve (12) months of the date of such termination (which Alternative Transaction is subsequently consummated), then the Company shall pay or cause to be paid to Purchaser $5,000,000 (the "Termination Fee") upon the consummation of such Alternative Transaction. The Termination Expense Reimbursement and the Termination Fee, if payable, shall constitute allowed administrative expenses of the Debtors' estates under sections 503(b) and 507 of the Bankruptcy Code.

(b) Each of the Parties acknowledges and agrees that the agreements contained in this Section 4.8 are an integral part of the Transactions and that, without these agreements, Purchaser would not enter into this Agreement. Each of the Parties further acknowledges that the payment by the Company of the Termination Expense Reimbursement and the Termination Fee is not a penalty, but rather liquidated damages in a reasonable amount that will compensate Purchaser, together with any additional damages to which Purchaser may be entitled hereunder, in the circumstances in which such Termination Expense Reimbursement and the Termination Fee are payable for the efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Transactions.

(c) For the avoidance of doubt, while Purchaser may pursue (i) a grant of specific performance prior to the termination of this Agreement to cause the Closing and performance of this Agreement as provided in Section 12.2 and (ii) payment of the Termination Expense Reimbursement and the Termination Fee to the extent provided by Section 4.8(a), under no circumstances shall Purchaser be permitted or entitled to receive both (A) a grant of specific performance to cause the Closing to occur under Section 12.2 and (B) the payment of the Termination Expense Reimbursement and the Termination Fee under this Section 4.8.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to the Purchaser that, except as set forth in the applicable section of the schedules to this Agreement (the "Disclosure Schedules") (provided, however, that a matter disclosed with respect to one representation or warranty shall also be deemed to be disclosed with respect to each other representation or warranty to which the relevance of such matter disclosed is reasonably apparent on its face):

5.1 Organization, Good Standing.

(a) The Company and each of its Subsidiaries is duly organized, validly existing and in good standing (to the extent such concepts are applicable) under the Laws of their respective jurisdictions of organization, and have the requisite power and authority to own, lease and operate their respective properties and carry on their respective businesses as presently conducted, other than as a result of the Chapter 11 Cases, except where the failure to be so organized, existing and in good standing or to have such power and authority would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Company and its Subsidiaries, taken as a whole.

(b) The Company and each of its Subsidiaries is duly qualified, licensed or registered, as applicable, to do business and is in good standing (or the equivalent thereof) in all jurisdictions in which such qualification, license or registration, as applicable, is necessary because of the character of the properties owned by them or the nature of their activities, except for those jurisdictions where the failure to be so qualified, licensed or registered, as applicable, or in good standing (or the equivalent thereof) would not, individually or in the aggregate, reasonably be expected to be materially adverse to the Company and its Subsidiaries, taken as a whole.

(c) The Company has made available to the Purchaser complete, true and correct copies of the charter and bylaws (or similar organizational documents) for the Company and each Company Subsidiary (including all amendments thereto) as in effect as of the date of this Agreement. Neither the Company nor any of its Subsidiaries is in default under, or in violation of, any provision of its organizational documents in any material respect.

5.2 Authority; Binding Effect.

(a) Subject to entry of the Confirmation Order, the Company has the requisite power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement to be executed by the Company in connection with the consummation of the Transactions (the "Company Documents"), to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. Subject to entry of the Confirmation Order, the execution, delivery and performance by the Company of this Agreement and the Company Documents and the consummation of the transactions contemplated hereby and thereby have been, or will be at or prior to Closing, duly authorized by all required action on the part of the Company, and no other proceedings on the part of the Company or its stockholders are necessary to authorize this Agreement and the Company Documents and the consummation of the Transactions, other than any approvals of transactions in connection with the Pre-Closing Restructuring, all of which will be duly authorized by all requisite action at or prior to Closing.

(b) This Agreement has been, and each Company Document will be at or prior to the Closing, duly executed and delivered by the Company, and assuming the due authorization, execution and delivery of this Agreement by Purchaser and subject to entry of the Confirmation Order, this Agreement constitutes, and each Company Document when so executed and delivered will constitute, a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with their respective terms, except as enforcement may be limited by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar Laws from time to time in effect affecting creditors' rights and remedies generally and (ii) legal and equitable limitations on the availability of specific remedies (collectively, the "Equitable Exceptions").

5.3 Non-Contravention.

Except as set forth on Schedule 5.3, subject to entry of the Confirmation Order, the execution, delivery and performance of this Agreement and the Company Documents by the Company and the consummation of the transactions contemplated hereby and thereby, do not

and will not (a) conflict with, contravene, violate or result in a breach of any provision of the organizational documents of the Company or any Company Subsidiaries, (b) conflict with, contravene, violate, result in the breach of, or constitute a default under, require consent or notice under, or give any third party the right to modify, cancel, terminate or accelerate any obligation under or result in the obligation to make any payment under (with or without due notice or the lapse of time or both), any Material Contract or any material Lease or Permit to which the Company or any of its Subsidiaries is bound or any of their respective properties or assets are subject, (c) result in the creation or the imposition of any Lien (other than Permitted Liens) on any of the equity securities, properties or assets of the Company or any of its Subsidiaries, or (d) violate in any material respect any Law or Order applicable to the Company or its Subsidiaries, except, in the case of clauses (b) or (c) above, as would not reasonably be expected, individually or in the aggregate, to be material to the Company and its Subsidiaries, taken as a whole.

5.4 Governmental Consents and Approvals.

The execution and delivery of this Agreement and the Company Documents by the Company, and the performance by the Company of its obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby and thereby, do not and will not require any filing with, or clearance or other Permit of or from, any Governmental Body, except for those filings required under Antitrust Laws, the Confirmation Order, as otherwise set forth in Schedule 5.4, or as would not reasonably be expected, individually or in the aggregate, to be material to the Business, taken as a whole, or the Company's ability to consummate the Transactions.

5.5 Financial Information; No Undisclosed Liabilities.

(a) The Company has made available to the Purchaser true, correct and complete copies of (i) audited financial statements consisting of the audited balance sheet of the Company and its Subsidiaries on a consolidated basis as of December 31 in each of the years 2016 and 2017 and the related audited statements of income, comprehensive income, stockholders' equity and cash flow for the years ended 2016 and 2017 (the "Audited Financial Statements"), and (ii) unaudited quarterly financial statements consisting of the unaudited balance sheet of the Company and its Subsidiaries on a consolidated basis as of the twelve months ended December 31, 2018 (the "Latest Balance Sheet Date") and the related unaudited statements of income, comprehensive income, stockholders' equity and cash flow for the twelve months ended December 31, 2018 (the "Unaudited Financial Statements" and, together with the Audited Financial Statements, the "Financial Statements"). The Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the periods covered thereby and fairly present, in all material respects, the financial condition of the Company and its Subsidiaries on a consolidated basis as of the respective dates, and the results of operations, stockholders' equity and cash flows of the Company and its Subsidiaries on a consolidated basis for the periods referred in such Financial Statements, subject, in the case of the Unaudited Financial Statements, to (A) the absence of footnote disclosures and other presentation items which if presented would not differ materially from those presented in the Audited Financial Statements and (B) changes resulting from customary year-end adjustments which in the

aggregate are not individually or in the aggregate material. The Financial Statements were derived from the books and records of the Company and its Subsidiaries.

(b) Except (i) as specifically accrued and adequately reserved against in the balance sheet included in the Unaudited Financial Statements or set forth on Schedule 5.5(b) of the Disclosure Schedules, (ii) for liabilities incurred in the Ordinary Course of Business since the date of the Unaudited Financial Statements (none of which is a liability for breach of contract, breach of warranty, tort, infringement, violation of Law, misappropriation, or that relates to any Legal Proceeding) and (iii) Liabilities incurred in connection with the Transactions, the Company and its Subsidiaries do not have any material Liabilities of the type that would be required by GAAP to be recorded or reflected against in a consolidated balance sheet of the Company and its Subsidiaries.

(c) The aggregate amount of all Third Party Class 4 Claims does not, and as of the Disclosure Statement Date did not, exceed $51,412,327.94.

5.6 Capitalization of the Company.

(a) The Company's authorized capital stock consists of 50,000 shares of Common Stock, of which 10,000 are designated as voting Series A Common Stock (the "Series A Common Stock") and 40,000 are designated as non-voting Series B Common Stock (the "Series B Common Stock"). As of the date of this Agreement, the issued and outstanding capital stock of the Company consists of: (i) 3,799 shares of Series A Common Stock, which are owned beneficially and of record as set forth on Schedule 5.6(a), and (ii) 35,055.569 shares of Series B Common Stock, which are owned beneficially and of record as set forth on Schedule 5.6(a) (together, the "Shares"). As of immediately following the Conversion, the issued and outstanding equity securities of NORDAM LLC will consist solely of 38,854.569 Common Units of NORDAM LLC, which will be owned beneficially and of record by Holdings as set forth on Schedule 5.6(a). As of immediately following the Closing, the issued and outstanding equity securities of NORDAM LLC will consist solely of 70,644.671 Common Units, which will be owned beneficially and of record as set forth on Schedule 5.6(a).

(b) All the Shares are, and immediately following the Conversion and the Closing, all of the issued and outstanding Units of the Company as set forth on Schedule 5.5(c)(a), as applicable, will be, in each case, (i) duly authorized, validly issued, fully paid and nonassessable and issued in compliance in all material respects with all applicable state and federal securities Laws, and (ii) free and clear of any Liens other than restrictions on transfer pursuant to applicable securities Laws or, in the case of such Units, the A&R LLC Agreement, and with respect to Units held by Holdings, Holding's organizational documents. Except as set forth on Schedule 5.6(b), there are no, and immediately following the Conversion and/or Closing, as applicable, there will not be any, outstanding or authorized options, warrants, convertible or exchangeable securities, subscriptions, rights (including any preemptive, first refusal, profit participation, equity appreciation or phantom equity rights), calls, agreements or commitments of any character whatsoever, relating to the Shares or Units of, or other equity or voting interest in, the Company granted by the Company, to which the Company is legally bound, or (to the Knowledge of the Company) otherwise. The Company has no authorized or outstanding bonds, debentures, notes or other Indebtedness the holders of which have the right to

vote (or which are convertible into, exchangeable for, or evidence the right to subscribe for or acquire securities having the right to vote) with respect to the Company on any matter. There are no Contracts to which the Company is a party or by which it is bound to (i) repurchase, redeem or otherwise acquire, or issue, sell or otherwise cause to become outstanding, any Shares or Units of, or other equity or voting interests in, the Company, or (ii) vote or dispose of any Shares or Units of, or other equity or voting interests in, the Company other than, solely with respect to the Units outstanding after the Closing, the A&R LLC Agreement, or as otherwise set forth in Schedule 5.6(b). Following the Conversion, and immediately prior to the Closing, NORDAM LLC will be wholly-owned by Holdings.

5.7 Subsidiaries.

(a) Schedule 5.7(a)(i) sets forth a true and complete list, as of the date hereof, of the name and jurisdiction of formation of each of the Company's Subsidiaries (each a "Company Subsidiary"), the authorized, issued and outstanding capital stock or other equity interests of each Company Subsidiary, the record owner of the capital stock or other equity interests of each such Company Subsidiary and the number and class of capital stock or other equity interests of each Company Subsidiary owned by each such record holder. Except as set forth on Schedule 5.7(a)(i), all of the outstanding shares of capital stock or other equity interests of each Company Subsidiary are duly authorized, validly issued, fully paid and non-assessable (to the extent such concepts are applicable), were issued in compliance in all material respects with all applicable state and federal securities Laws and are directly owned beneficially and of record by the Company or a Company Subsidiary, free and clear of any Liens other than Permitted Liens or transfer restrictions under any applicable securities Laws or under the Company's or any Company Subsidiaries' organizational documents (including any operating agreements and the A&R LLC Agreement). Other than as set forth on Schedule 5.7(a)(ii), there is no other capital stock or equity securities of any Company Subsidiary authorized, issued, reserved for issuance or outstanding and there are no outstanding or authorized options, warrants, convertible or exchangeable securities, subscriptions, rights (including any preemptive, first refusal, profit participation, equity appreciation or phantom equity rights), calls, agreements or commitments of any character whatsoever relating to the capital stock or equity securities of any Company Subsidiary granted by any Company Subsidiary or to which any Company Subsidiary is legally bound. No Company Subsidiary has any authorized or outstanding bonds, debentures, notes or other Indebtedness, the holders of which have the right to vote (or which are convertible into, exchangeable for, or evidence the right to subscribe for or acquire securities having the right to vote) with respect to such Company Subsidiary on any matter. Other than this Agreement, there are no Contracts to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound to (i) repurchase, redeem or otherwise acquire, or issue, sell or otherwise cause to become outstanding, any shares of capital stock of, or other equity or voting interest in, any Company Subsidiary or (ii) vote or dispose of any shares of capital stock of, or other equity or voting interests in, any Company Subsidiary.

(b) Except as set forth on Schedule 5.7(b), neither the Company nor any Company Subsidiary owns, directly or indirectly, any capital stock of, or equity ownership or voting interest in, any Person (other than a Company Subsidiary).

5.8 Absence of Material Adverse Effect.

Except as listed on Schedule 5.8, since the Latest Balance Sheet Date, (a) the Company and its Subsidiaries have been operated in the Ordinary Course of Business in all material respects (except for actions taken in connection with the Chapter 11 Cases consistent with the Plan), (b) there has not been any Change that has had or would reasonably be expected to have a Material Adverse Effect and (c) neither the Company nor any of its Subsidiaries has taken any action or engaged in any activities that, if taken after the date of this Agreement and prior to the Closing, would be prohibited by Section 8.2(b), without the consent of the Purchaser.

5.9 Real Property.

(a) Schedule 5.9(a) contains a complete and accurate list as of the date hereof of all real property owned in fee by the Company and/or the Company Subsidiaries (the "Owned Real Property"). The Company and/or a Company Subsidiary has good and marketable fee title to all Owned Real Property, free and clear of all Liens, except Permitted Liens. There are no eminent domain or other similar Legal Proceedings pending or, to the Knowledge of the Company, threatened in writing that would materially impair the use or operation of any portion of the Owned Real Property. There are no outstanding options or rights of first refusal granted to any Person to purchase any parcel of Owned Real Property, any portion thereof or interest therein.

(b) Schedule 5.9(b) contains a complete and accurate list as of the date hereof of all real property leased, subleased, or otherwise used or occupied (but not owned) by the Company and/or the Company Subsidiaries, including all subleases and other arrangements relating to the use or occupancy of real property by the Company and the Company Subsidiaries (collectively, the "Leased Real Property," and together with the Owned Real Property, the "Real Property"). A true, correct and complete copy of each such lease, sublease, or occupancy agreement, and any amendments or supplements thereto, with respect to the Leased Real Property (each, a "Lease," and collectively, the "Leases") has been made available to the Purchaser. The Company or one of the Company Subsidiaries holds a valid and existing leasehold interest under each such Lease and neither the Company nor any of its Subsidiaries is in material breach of any such Lease.

(c) Except as set forth on Schedule 5.9(c), (i) neither the Company nor any Company Subsidiary has leased, subleased or otherwise granted to any Person (other than the Company or another Company Subsidiary) the right to use or occupy any of the Real Property or any material portion thereof, (ii) the Real Property is in good condition and repair (subject to normal wear and tear), and (iii) the Real Property is sufficient for the continued operation of the Business as it is currently conducted.

5.10 Material Contracts.

(a) Schedule 5.10 lists, as of the date of this Agreement, each of the following Contracts to which the Company or any of its Subsidiaries is a party or to which any of their respective assets or properties are bound or subject (such Contracts as are required to be listed, collectively, the "Material Contracts"):

(i) any Contract (other than an Employee Benefit Plan) pursuant to which the Company or any Company Subsidiary (A) has made payments, in the aggregate, of more than $1,000,000 during the 12 calendar months ended December 31, 2018, (B) reasonably expects to make payments, in the aggregate, of more than $1,000,000 during the 12 calendar months ending December 31, 2019 or (C) reasonably expects to make payments thereunder, following the date hereof, in the aggregate, of more than $10,000,000 during the term of any such Contract;

(ii) any Contract pursuant to which the Company or any Company Subsidiary (A) has received payments, in the aggregate, of more than $1,000,000 during the 12 calendar months ended December 31, 2018, (B) reasonably expects to receive payments, in the aggregate, of more than $1,000,000 during the 12 calendar months ending December 31, 2019 or (C) reasonably expects to receive payments thereunder, following the date hereof, in the aggregate, of more than $10,000,000 during the term of any such Contract;

(iii) any Contract that relates to or evidences Indebtedness for borrowed money of the Company or any of its Subsidiaries;

(iv) any Contract relating to any joint venture, partnership, joint development, profit sharing or similar Contract involving the sharing of profits, losses, costs or Liabilities;

(v) any Contract relating to the acquisition or disposition of any assets or equity of a Person or a division of a Person, whether by merger, consolidation, business combination, sale of assets or equity or other similar transaction (other than sales of inventory or transfers of “rotable inventory”, in each case, in the Ordinary Course of Business), in each case, (A) with an aggregate purchase price payable by or to the Company or any Company Subsidiary of at least $5,000,000 or (B) pursuant to which the Company or any Company Subsidiary otherwise has any ongoing obligations (indemnification, contingent, monetary or otherwise);

(vi) any Contract under which the Company or any of its Subsidiaries (A) has advanced or loaned any amount to any of the directors, officers or employees of the Company or of any of its Subsidiaries except for advances to employees in the Ordinary Course of Business not exceeding $100,000 in the aggregate under the Contract, or (B) has otherwise made any advance, loan, extension of credit or capital contribution to, or other investment in, any Person;

(vii) any Contract pursuant to which the Company or any Company Subsidiary grants any exclusive marketing, sales representative relationship, franchising consignment or distribution right to any third party (other than sales agent agreements or other similar Contracts entered into by the Company or a Company Subsidiary in the Ordinary Course of Business) which is not terminable by the Company or one of its Subsidiaries on not more than 60 days’ prior notice;

(viii) (A) Contracts for the employment or engagement of any Person on a full-time, part-time, or consulting basis and providing for annual base salary in excess of $150,000, (B) any retention, change of control, severance or similar Contract with any employee of the Company or any Company Subsidiary or (C) collective bargaining agreements or other Contracts with any labor union, works council or other labor organization;

(ix) any Contract restricting or purporting to restrict the Company or any Company Subsidiary from engaging in any line of business (excluding restrictions solely resulting from licenses of Intellectual Property Rights in the Ordinary Course of Business), competing with any other Person or otherwise engaging in any aspect of its business anywhere in the world;

(x) any Contract that (A) grants to a third party any option, right of first refusal, right of first offer or similar right with respect to any material assets, rights or properties of the Company or any Company Subsidiaries or (B) contains any minimum purchase obligations of the Company or any Company Subsidiary (including "take or pay" obligations or minimum volume requirements but excluding, for the avoidance of doubt, any "life of program" or similar long-term requirements);

(xi) any Contract with executory obligations that involves any capital commitment or capital expenditure following the Closing that would reasonably be expected to exceed $500,000 in any single year or $1,000,000 (or the equivalent in other currencies) in the aggregate that is not terminable by the Company or any Company Subsidiary on notice of ninety (90) calendar days' or less without cost or liability, other than general obligations to meet contractual requirements under customer Contracts not expressly requiring one or more specific capital expenditures;

(xii) any Contract for the repurchase, redemption, issuance, sale or voting of any equity securities of the Company or any Company Subsidiary, or the grant of a stock option or similar equity security;

(xiii) other than the Contracts governing the Exit Debt Financing and approved by the Purchaser in accordance with the terms hereof (to the extent such approval is required), any Contract that (A) prohibits or restricts the payment of dividends or distributions with respect to the equity securities of the Company or any Company Subsidiary, (B) prohibits or restricts the pledging of any equity securities of the Company or any Company Subsidiary or (C) prohibits or restricts the issuance of guarantees by the Company or any Company Subsidiary;

(xiv) any Contract with a Company Affiliate Party;

(xv) any Contract with any distributor, agent, broker or sales representative which the Company expects will involve payment in excess of $100,000 in any twelve (12) month period;

(xvi) any Lease; and

(xvii) any Contract pursuant to which the Company or any of its Subsidiaries grants or receives a license to use, or releases claims in respect of, covenants not to sue, oppose, challenge, or bring any other Legal Proceeding in respect of, any Intellectual Property Rights, other than "shrink wrap" or "click wrap" licenses and licenses to commercial "off the shelf" software with one time or annual license, maintenance, support and other fees of $100,000 or less.

(b) Except as disclosed in Schedule 5.10(b), (i) each Material Contract is the legal, valid and binding obligation of, and is enforceable against, the Company or Company Subsidiary, as applicable, that is a party thereto and, to the Knowledge of the Company, each other party thereto in accordance with its terms, and is in full force and effect, subject to the Equitable Exceptions, (ii) neither the Company nor any of its Subsidiaries and, to the Knowledge of the Company, no other party thereto, is in breach of, or default under, any Material Contract in any material respect and (iii) to the Knowledge of the Company, there does not exist under any Material Contract any event that (with or without notice or lapse of time, or both) would constitute a material breach or default by the Company or any of its Subsidiaries or, to the Knowledge of the Company, any other party thereto, except as would not, individually or in the aggregate, reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole. As of the date hereof, there has been no written notice of breach, cancellation, nonrenewal or renegotiation of, and there are no material claims or disputes under, any Material Contract and, to the Knowledge of the Company, there is no anticipated breach, cancellation, nonrenewal or renegotiation of any Material Contract. The Company has made available to the Purchaser true, complete and correct copies of all Material Contracts.

5.11 Intellectual Property Rights.

(a) Schedule 5.11(a) sets forth a true and complete list of registered Intellectual Property Rights, and applications for registration of Intellectual Property Rights, in each case, included in the Business Intellectual Property Rights (collectively, the "Scheduled Intellectual Property") that are material to the Company and its Subsidiaries, taken as a whole, including the applicable jurisdiction, legal owner (and, if different from the legal owner, the owner reflected in the records of the relevant Government Body before which the item is registered or there is an application for registration), filing date, title, and, as applicable, application number, serial number, and registration number. The Scheduled Intellectual Property is subsisting and, to the Knowledge of the Company, valid and enforceable by the Company or a Subsidiary thereof (or, to the extent transferred pursuant to the Gulfstream APA, Gulfstream), except as would not, individually or in the aggregate, reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole. There is no Legal Proceeding pending or, to the Knowledge of the Company, threatened, against the Company or any of its Subsidiaries challenging the validity, enforceability, ownership, registration, use, or scope of any of the Scheduled Intellectual Property.

(b) Except as disclosed in Schedule 5.11(a), the Company or a Company Subsidiary is the sole and exclusive owner of all right, title and interest in and to all of the Scheduled Intellectual Property. Except as disclosed in Schedule 5.11(b), the Company or a Company Subsidiary either (i) is the sole and exclusive owner or co-owner of all right, title and interest in and to all of the Business Intellectual Property Rights, free and clear of all Liens

(except Permitted Liens), or (ii) the Company or a Company Subsidiary has valid rights to use all of the Business Intellectual Property Rights and all other Intellectual Property Rights, free and clear of all Liens (except Permitted Liens), in each case, as the same is used in the Business as presently conducted. This Section 5.11(b) shall not be deemed a representation regarding infringement or violation of Intellectual Property Rights.

(c) To the Knowledge of the Company, none of the products or services of, or the exercise of Business Intellectual Property Rights or conduct of the Business by, the Company or any of its Subsidiaries infringes, misappropriates, dilutes or otherwise violates or, since January 1, 2016 has infringed, misappropriated, diluted or otherwise violated, any Intellectual Property Rights of any Person, except as would not, individually or in the aggregate, be material to the Company and its Subsidiaries, taken as a whole. Since January 1, 2016 (or earlier if not yet resolved), neither the Company nor any of its Subsidiaries have received written notice of any such claim of infringement, misappropriation, dilution or other violation. To the Knowledge of the Company, there are no facts currently in existence that would reasonably be expected to result in any bona fide claim that any of the Company's or any of its Subsidiaries' products or the conduct of the Business infringes, misappropriates, dilutes or otherwise violates any Intellectual Property Rights of any Person. There are no pending Legal Proceedings asserting the infringement, misappropriation, dilution or other violation of any Intellectual Property Rights by the Company or any of its Subsidiaries.

(d) To the Knowledge of the Company, no Person is infringing, misappropriating, diluting or otherwise violating the Business Intellectual Property Rights. Neither the Company nor any of its Subsidiaries has sent any written notice since January 1, 2016 (or earlier if not yet resolved) to any Person alleging, and there are no pending Legal Proceedings to which the Company or any of its Subsidiaries is a party asserting, any such infringement, misappropriation or dilution or other violation.

(e) Except as disclosed in Schedule 5.11(e), since January 1, 2016, no Person has asserted, in writing, any objection or claim with respect to the ownership, validity or enforceability of the Business Intellectual Property Rights or the right of the Company or its Subsidiaries to exercise, sell or license any Intellectual Property Right and neither the Company nor any of its Subsidiaries have received written notice of any such claim.

(f) The Company and its Subsidiaries, as applicable, use commercially reasonable measures to maintain the confidentiality of the material trade secrets and confidential information of the Business. To the Knowledge of the Company, there has been no unauthorized use or disclosure of any such confidential information or trade secrets, except as would not, individually or in the aggregate, reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole. The Company and its Subsidiaries have secured from all of their current and former officers, directors, employees, advisors, consultants, agents and contractors involved in the conduct of the Business who have contributed to or participated in the creation or development of any portion of any material Intellectual Property Rights on behalf of the Company or any of its Subsidiaries, valid, binding and enforceable: (i) written assignments, such that ownership of such Intellectual Property (and any rights therein) properly vests in the Company or one of its Subsidiaries, as applicable, except where such ownership is vested by operation of Law; and (ii) written non-disclosure agreements. Neither the Company nor any

Subsidiary nor, to the Knowledge of the Company, any of their respective current or former employees has breached any agreements of non-disclosure or confidentiality or is currently alleged or claimed to have done so, except as would not, individually or in the aggregate, reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole.

(g) The Company and its Subsidiaries own or have a valid right to access and use the Information Systems that are used by the Company and its Subsidiaries as such Information Systems are currently accessed or used in the Business, and such Information Systems are sufficient for the immediate and reasonably foreseeable needs of the Business, including as to capacity, scalability and processing. The Company and its Subsidiaries use commercially reasonable means to protect the confidentiality, security and integrity of all Information Systems used by them, and all information stored or contained therein or transmitted thereby against any unauthorized use, access, interruption, modification or corruption. The Company and its Subsidiaries have taken commercially reasonable steps to provide for archival, back-up, disaster avoidance and recovery and restoration of their Business data. Since January 1, 2016, neither the Information Systems owned and controlled by the Company and its Subsidiaries nor any data stored thereon have been subject to any material crash, failure, or, to the Knowledge of the Company, security breach, corruption or unauthorized use or access by any Person, and neither the Company nor any Subsidiary has provided or, in accordance with applicable Laws, been required to provide any written notice of any such event (regardless of materiality) to any Person.

(h) Except as set forth on Schedule 5.11(h), neither the Company nor any of its Subsidiaries has distributed any Open Source Software that has been linked to, or otherwise combined with any proprietary software of the Company or any Subsidiary thereof. Neither the Company nor any of its Subsidiaries have disclosed to any Person (other than employees and contractors of the Company and its Subsidiaries) or escrowed or agreed to disclose to any Person or escrow, any of their proprietary source code.

(i) The Company and its Subsidiaries are in compliance in all material respects with all applicable Laws governing the collection, use, storage, transfer and dissemination of Personal Data and any privacy policies, applicable contractual obligations and applicable industry standard practices, in each case, of the Company or any of its Subsidiaries that relate to the collection or use of Personal Data by the Company and its Subsidiaries. Since January 1, 2016, the Company and its Subsidiaries have not been the subject of any Legal Proceedings regarding their collection, use, storage, transfer or dissemination of Personal Data.

5.12 Title to Assets of the Company.

Except for Permitted Liens and excluding Intellectual Property Rights, which are the subject of Section 5.11, the Company and its Subsidiaries have good and valid title to, or, in the case of leased tangible personal property or Leases, valid leasehold interests in or license to use, all assets material to the Company's Business, taken as a whole, free and clear of all Liens, except for Permitted Liens, and excluding assets sold or disposed of by the Company or any Company Subsidiary in the Ordinary Course of Business since the date of the Unaudited Financial Statements. The assets and properties owned or leased by the Company and its Subsidiaries (a) include all of the assets reasonably necessary or used by the Company and its

Subsidiaries to conduct the Business, taken as a whole, in all material respects in substantially the same manner as currently conducted, and (b) are in the aggregate sufficient, in all material respects, for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing. All of the material assets and properties of the Company and its Subsidiaries necessary for the conduct of the Businesses, taken as a whole, as presently conducted by the Company and its Subsidiaries are in sufficient condition, taken as a whole, in all material respects for their current use (subject to normal wear and tear and routine maintenance and repair).

5.13 Compliance with Laws.

Except as specified on Schedule 5.13, each of the Company and its Subsidiaries is, and at all times since January 1, 2016 has been, in compliance in all material respects with all applicable Laws and Orders. The Company or its Subsidiary, as the case may be, is, and during the prior three (3) year period has been, in possession of, and in compliance in all material respects with, all material Permits required under applicable Law for the operation of the Business, all of which are valid and in full force and effect, except to the extent as would not have a material impact on the Business of the Company and its Subsidiaries, taken as a whole. Neither the Company nor any Company Subsidiary is in material breach or violation of, or material default under, any such Permit. Except as set forth on Schedule 5.13, since January 1, 2016, neither the Company nor any Company Subsidiary has received written notice or communication from any Governmental Body or other Person (a) asserting that the Company or any Company Subsidiary is not in compliance, in any material respect, with any Law or Order, or (b) of any pending or threatened revocation, termination, cancellation, suspension, limitation or non-renewal of any Permit material to the Business, taken as a whole.

5.14 Environmental Matters. Except as specified on Schedule 5.14:

(a) There has been no Release of Hazardous Substances by the Company or its Subsidiaries or, to the Knowledge of the Company, any third party at any Owned Real Property or real property subject to a Lease in connection with the Business, or any property formerly owned or leased in connection with the Business, except for such Releases that, individually or in the aggregate, would not reasonably be expected to result in the Company and its Subsidiaries incurring material Liability under any Environmental Law.

(b) The Company and its Subsidiaries are, and since January 1, 2016, have been, in compliance with applicable Environmental Laws in all material respects, which compliance incudes obtaining, maintaining and complying with Permits required thereunder that are necessary for the operation of the Business.

(c) The Company and its Subsidiaries have not received any Environmental Notice, and are not otherwise subject to any pending Legal Proceeding involving any alleged Liability pursuant to Environmental Laws, the substance of which, in each such case, remains pending or unresolved.

(d) Except with respect to real estate leases and loan agreements, neither the Company nor any of its Subsidiaries has assumed by Contract or otherwise agreed in writing to

provide indemnification with respect to any liability of any other Person (other than the Company or any other Company Subsidiary), relating to or arising from any Environmental Law.

(e) To the Knowledge of the Company, the Company made available to the Purchaser all environmental assessments and reports and all other documents materially bearing on known or potentially material environmental liabilities, in each case, relating to the Company or its Subsidiaries and any property, facility or operations for which the Company or its Subsidiaries could have liability under Environmental Laws, to the extent such materials are in the possession or reasonable control of the Company or its Subsidiaries.

5.15 Litigation.

(a) Except as listed on Schedule 5.15(a), there is no, and for the last three years there has not been (i) any Legal Proceeding pending or, to the Knowledge of the Company, threatened or (ii) to the Knowledge of the Company, any investigation pending or threatened (x) against the Company or any of its Subsidiaries or any of their respective officers, managers or directors (in their capacity as such), assets, properties or Business, which would reasonably be expected to result in Damages or payment of more than $250,000 (after taking into account any insurance coverage) or that would otherwise adversely affect in any material respect the operation of the Business and/or the Company and its Subsidiaries, taken as a whole, or (y) against the Company or any of its Subsidiaries that would restrain, prohibit, invalidate, set aside, rescind, prevent or make unlawful this Agreement, or the carrying out of this Agreement, the Company Documents or the Transactions.

(b) Except as listed on Schedule 5.15(b), the Company and its Subsidiaries are not subject to any material outstanding Order relating to the conduct of the Business or otherwise.

5.16 Taxes.

Except as set forth on Schedule 5.16:

(a) All income and other material Tax Returns required to be filed by or with respect to the Company or any Company Subsidiary have been timely (within any applicable extension periods) filed with the appropriate Governmental Body, in accordance in all material respects with all applicable Laws, and all such Tax Returns are true, complete and correct in all material respects. No written claim that has not been settled or otherwise fully resolved has been made by a Governmental Body in a jurisdiction where the Company or a Company Subsidiary does not file a Tax Return that such entity is or may be subject to Taxes assessed by such jurisdiction with respect to Taxes that are the subject of such Tax Return.

(b) All material amounts of Taxes owed by the Company and the Company Subsidiaries have been fully and timely paid to the appropriate Governmental Body whether or not shown to be due on the Tax Returns referred to in Section 5.16(a). All material amounts of Taxes required to be withheld or collected by the Company or any Company Subsidiary in respect of amounts paid by or to any employee, creditor, equity holder or other third party have been duly withheld, collected and paid over to the appropriate Governmental Body, in each case, as required by applicable Law.

(c) The unpaid Taxes of the Company and each Company Subsidiary did not, as of the Latest Balance Sheet Date, exceed the accruals or reserves for Tax Liability (excluding any accrual or reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the balance sheet (rather than any notes thereto) included in the Financial Statements. Since the Latest Balance Sheet Date, neither the Company nor any Company Subsidiary has incurred any material Tax liability outside the Ordinary Course of Business.

(d) No audit is in progress, pending or threatened in writing with respect to any Taxes due from or with respect to the Company or any Company Subsidiary. No material deficiency for Taxes has been assessed against the Company or any Company Subsidiary that has not been fully paid, and no Governmental Body has given written notice of any intention to assert any deficiency or claim for Taxes against the Company or any Company Subsidiary.

(e) Neither the Company nor any Company Subsidiary has any Liability for the Taxes of any Person (other than the Company or a Company Subsidiary) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign Law), as a transferee or successor, or by Contract (other than any commercial Contract entered into in the Ordinary Course of Business and the primary purpose of which does not relate to Taxes).

(f) There are no outstanding agreements extending or waiving the statutory period of limitations applicable to any claim for, or the period for the collection or assessment or reassessment of, material amounts of Taxes due from the Company or any Company Subsidiary for any taxable period and no request for any such waiver or extension is currently pending.

(g) Neither the Company nor any Company Subsidiary will be required to include any item of income in, or exclude any item of deduction from, taxable income for any period or portion thereof ending after the Closing Date (i) under Section 481 of the Code (or any similar provision of state, local or foreign Law) as a result of a change in method of accounting made prior to the Closing, (ii) pursuant to the provisions of any agreement entered into with any Governmental Body or pursuant to a "closing agreement" as defined in Section 7121 of the Code (or any similar provision of state, local or foreign Law) executed prior to the Closing, (iii) as a result of any intercompany transactions entered into prior to the Closing described in Treasury Regulation Section 1.1502-13 (or any similar provision of state, local or foreign Law), (iv) as a result of the installment method of accounting, the completed contract method of accounting or the cash method of accounting with respect to a transaction that occurred prior to the Closing, (v) as a result of any prepaid amount received prior to the Closing, (vi) as a result of any election under Section 108(i) of the Code (or any similar provision of state, local or foreign Law), (vii) as a result of the use of any impermissible method of accounting used prior to the Closing, (viii) as a result of using the deferral method provided for under IRS Rev. Proc. 2004-34 or making an election under Section 451(c) of the Code, as applicable, in respect of any transaction occurring or payment received prior to the Closing, (ix) as a result of having entered into a "gain recognition agreement" within the meaning of Treasury Regulation Section 1.367(a)-8, (x) as a result of adopting the percentage of completion method of accounting pursuant to Section 460 of the Code, or (xi) pursuant to Section 965 of the Code. Neither the Company nor any Company Subsidiary has made an election pursuant to Section 965(h) of the Code.

(h) Neither the Company nor any Company Subsidiary is a party to any Tax sharing, allocation or indemnity agreement, arrangement or similar Contract (other than any commercial Contract entered into in the Ordinary Course of Business and the primary purpose of which does not relate to Taxes).

(i) Neither the Company nor any Company Subsidiary has participated in any "reportable transaction" as defined in Section 6707A of the Code or Treasury Regulation Section 1.6011-4.

(j) At all times from January 1, 1997 until the consummation of the Pre-Closing Restructuring, the Company is and has been a validly electing S corporation within the meanings of Sections 1361 and 1362 of the Code and all corresponding state and local Laws.

(k) The Company, at the time of completion of the Pre-Closing Restructuring and at all times thereafter until the Closing, will be classified as an entity disregarded as separate from Holdings for U.S. federal income Tax purposes as provided in Treasury Regulation Section 301.7701-3(a), and no election has been made by or on behalf of the Company to be treated as an association taxable as a corporation for U.S. federal income Tax purposes.

(l) Schedule 5.16(l) sets forth the U.S. federal income Tax classification of each Company Subsidiary, and no election has been made to classify such Company Subsidiary in a manner other than as set forth on Schedule 5.16(l).

(m) Neither the Company nor any Company Subsidiary (i) has a "permanent establishment", as such term is defined in any applicable Tax treaty or convention, in any country (other than the country under the Laws of which the Company or such Company Subsidiary is organized) or (ii) conducts a trade or business in any country (other than the country under the Laws of which the Company or such Company Subsidiary is organized) that requires the Company or such Company Subsidiary to file an income Tax Return or pay income Tax in such country.

(n) There are no Liens for Taxes upon any asset of the Company or any Company Subsidiary, other than Permitted Liens.

(o) The Company and each Company Subsidiary have complied in all material respects with applicable Law relating to transfer pricing.

(p) The Company and each Company Subsidiary have complied in all material respects with applicable Law relating to escheat and unclaimed property.

(q) No Company Subsidiary (i) is or has ever been a "surrogate foreign corporation" within the meaning of Section 7874(a)(2)(B) of the Code or treated as a U.S. corporation under Section 7874(b) of the Code or (ii) was created or organized in the United States such that it would be taxable in the United States as a domestic entity pursuant to Treasury Regulation Section 301.7701-5(a). Neither the Company nor any Company Subsidiary has participated in or is participating in an international boycott within the meaning of Section 999 of the Code.

(r) None of the assets of the Company or any Company Subsidiary is subject to the "anti-churning" rules pursuant to Section 197(f)(9) of the Code.

(s) TNG DISC, Inc. is, and has been since its formation, properly qualified and treated as a "DISC" (within the meaning of Section 992 of the Code and the Treasury Regulations promulgated thereunder) for U.S. federal income Tax purposes.

5.17 Employment Matters.

(a) Except as set forth in Schedule 5.17(a), (a) neither the Company nor any Subsidiary is a party to a collective bargaining, works council, trade union or similar labor or employee representative body agreement covering any of its employees or other legally binding commitment with any labor union, works council, trade union or other employee organization or group in respect of or affecting employees or is currently negotiating any such agreement, (b) no material complaint against the Company or any of its Subsidiaries is currently pending or, to the Knowledge of the Company, threatened in writing before the National Labor Relations Board or the Equal Employment Opportunity Commission, and (c) there are no, and during the last three (3) years there have not been any, labor strikes, boycotts, material picketing, material disputes, material grievances, lockouts, or, to the Knowledge of the Company, requests for representation, union organizational activity or other concerted activity, slowdowns, stoppages, other material labor disputes, or charges or complaints of unfair labor practice, employment discrimination, unsafe working conditions, violations of Law on immigration, violation of minimum wage, child labor or overtime Law, or violations of any other applicable Law governing the terms or conditions of employment currently pending or, to the Knowledge of the Company, threatened in writing against or involving the Company or any of its Subsidiaries. Neither the Company nor any of its Subsidiaries are required to inform, provide notice to, or consult with any unions, works council or any other representative body prior to the execution of this Agreement or the consummation of the Transactions.

(b) Except as set forth in Schedule 5.17(b), to the Knowledge of the Company, as of the date hereof, no current officer of the Company or its Subsidiaries has given notice to the Company or its applicable Subsidiary that he or she plans to terminate his or her employment with the Company or any of its Subsidiaries, as applicable.

(c) Except as set forth in Schedule 5.17(c): (i) the Company and its Subsidiaries are in compliance in all material respects with all collective bargaining, works council and similar labor agreements and with all applicable employment Laws, including those relating to fair employment practices, work place safety and health, workers' compensation, discrimination, pay equity, labor relations, immigration, terms and conditions of employment, wages and hours, and employee or contractor classification; (ii) the Company and its Subsidiaries are not delinquent in any material payments to any employee for any wages, salaries, commissions, bonuses, fees or other direct compensation due with respect to any services performed for the Company or its Subsidiaries or material amounts required to be reimbursed to such employee, in each such case, prior to the date of this Agreement; (iii) neither the Company nor any of its Subsidiaries is involved in any audits or, to the Knowledge of the Company, investigations by any Governmental Body in respect of any labor or employment matters; and (iv) each of the Company and its Subsidiaries are in compliance in all material

respects with the requirements of the Immigration Reform Control Act of 1986 and any similar Law applicable to the Subsidiaries.

(d) Except as set forth in Schedule 5.17(d), the Company and its Subsidiaries have not, as of the date of this Agreement and for three (3) years prior to the date hereof, experienced a "plant closing," "business closing," or "mass layoff" as defined in the WARN Act or a similar event under applicable Law (including any state Law governing plant closings or mass layoffs).

5.18 Employee Benefits.

(a) Schedule 5.18(a) lists, as of the date hereof, each material Employee Benefit Plan. With respect to each such Employee Benefit Plan, the Company has made available to the Purchaser a true, correct and complete copy of such Employee Benefit Plan (or a written description of the material terms thereof, if such plan is not written) and all amendments thereto, and with respect to each such Employee Benefit Plan, to the extent applicable, (i) all trust agreements, insurance Contracts or other funding arrangements and amendments, (ii) the current prospectus or summary plan description and all summaries of material modification with respect to any such Employee Benefit Plan, (iii) the most recent favorable determination letter or opinion letter from the Internal Revenue Service, (iv) the most recent annual report required to be filed and accompanying schedules and attachments thereto, (v) the most recent financial statements and actuarial or other valuation reports prepared with respect thereto, and (vi) any non-routine correspondence with a Governmental Body during the past three (3) years.

(b) Each Employee Benefit Plan intended to be qualified under Section 401(a) of the Code is so qualified and has received a favorable determination or opinion letter from the Internal Revenue Service with respect to its qualification (or with respect to a prototype plan, can rely on an opinion letter from the IRS to the prototype plan sponsor), and each trust created thereunder has been determined by the Internal Revenue Service to be exempt from Tax under the provisions of Section 501(a) of the Code, and, to the Knowledge of the Company, nothing has occurred since the date of any such determination that could reasonably be expected to result in disqualification or adversely affect such exemption.

(c) The Company and its Subsidiaries have made all material payments (including premium payments) required to be made by them with respect to each Employee Benefit Plan.

(d) None of the Company nor any member of the Controlled Group currently maintains, sponsors, has any liability under, contributes to, or has an obligation to contribute to, and at no time in the past six (6) years has maintained, sponsored, contributed to or had an obligation to contribute to, and no Employee Benefit Plan is, (i) a plan subject to Title IV of ERISA (including a "multiemployer plan" as defined in Section 3(37) of ERISA or Section 414(f) of the Code), Section 412 of the Code, Section 413(c) of the Code, Section 210(a) of ERISA or Section 302 of ERISA or (ii) any other defined benefit pension plan, termination indemnity program or jubilee payment program. Neither the Company nor any of its Subsidiaries has at any time been the "employer" or in the last six (6) years been "connected with" or "an associate of" the "employer" (as the terms in quotation marks are used in the UK Pensions Act

2004) in relation to any United Kingdom pension, superannuation or other retirement benefits plan in respect of which benefits are calculated by reference to age, salary or length of service.

(e) Each Employee Benefit Plan is, and has been since January 1, 2016, established, administered, maintained, funded and operated in accordance with its terms and with all applicable Laws including, if applicable, ERISA and the Code in all material respects. There have been no non-exempt "prohibited transactions" (within the meaning of Section 4975 of the Code or Section 406 of ERISA) or breaches of any of the duties imposed on "fiduciaries" (within the meaning of Section 3(21) of ERISA) by ERISA with respect to the Employee Benefit Plans that could reasonably be expected to result in any material Liability or material excise Tax under ERISA or the Code being imposed on the Company or any Company Subsidiary. Neither the Company nor any of its Subsidiaries has made any loan, advance or other financial assistance to any of their respective employees in excess of $10,000 that is outstanding.

(f) As of the date hereof, there are no Legal Proceedings pending (other than routine benefit claims) or, to the Knowledge of the Company, threatened with respect to any Employee Benefit Plan, and, to the Knowledge of the Company, no fact or event exists that would reasonably be expected to give rise to any such Legal Proceeding. As of the date hereof, there are no investigations or audits by any Governmental Body relating to any of the Employee Benefit Plans pending or, to the Knowledge of the Company, threatened.

(g) No Employee Benefit Plan promises or provides benefits, including death, medical or other welfare benefits, after a termination of service or retirement other than coverage mandated by Section 4980B of the Code or other applicable Law.

(h) None of the execution and performance of this Agreement, nor the consummation of the transactions contemplated hereby, will, alone or in combination with another event or events (i) result in any payment, compensation or benefit (whether of severance pay or otherwise) becoming due from the Company or any Company Subsidiary to any current or former officer, employee, director or consultant (or dependents of such persons), (ii) accelerate the time of payment or vesting, or increase the amount or value of compensation (including funding of compensation or benefits through a trust or otherwise) due to any current or former officer, employee, director or consultant (or dependents of such persons) of the Company or any Company Subsidiary, or (iii) result in any loan forgiveness to any current or former officer, employee, director or consultant (or dependents of such persons) of the Company or any Company Subsidiary.

(i) None of the execution and delivery of this Agreement, or the consummation of the transactions contemplated hereby, could result (either alone or in combination with another event), individually or in the aggregate, in any "excess parachute payment" for the purposes of Section 280G or Section 4999 of the Code becoming due to any current or former officer, employee, director or consultant (or dependents of such persons) of the Company or any Company Subsidiary.

(j) With respect to any insurance policy providing funding for benefits under any Employee Benefit Plan, there is no material Liability of the Company or any Company Subsidiary in the nature of a retroactive rate adjustment, loss sharing arrangement, or other actual

or contingent Liability, nor would there be any such material Liability if such insurance policy was terminated on the date hereof.

(k) Subject to the requirements of applicable Laws, no provision of any Employee Benefit Plan or of any agreement, and no act or omission of the Company or any of its Subsidiaries, in any way limits, impairs, modifies or otherwise affects the right of the Company or any of its Subsidiaries to unilaterally amend or terminate any Employee Benefit Plan that provides group pension or group welfare benefits, and no commitments to materially improve or otherwise materially amend any such Employee Benefit Plan have been made.

(l) All Employee Benefit Plans that are subject to the laws of any jurisdiction outside the United States (i) have obtained from the Governmental Body having jurisdiction with respect to such Employee Benefit Plans any determination or registration required in order to give effect to such Employee Benefit Plan, (ii) if they are intended to qualify for special tax treatment, satisfy in all material respects the requirements for such treatment and (iii) to the extent providing pension or post-termination welfare benefits are fully funded or book reserved, as applicable, in accordance with GAAP.

(m) Each Employee Benefit Plan that constitutes a "nonqualified deferred compensation plan" within the meaning of Section 409A of the Code has been documented and operated in good faith compliance with Section 409A of the Code since January 1, 2009 in all material respects. There is no Contract, agreement, plan or arrangement which requires the Company or any Subsidiary to pay a Tax gross-up or reimbursement payment to any Person, including without limitation, with respect to any Tax-related payments under Section 409A of the Code or Section 280G or 4999 of the Code.

5.19 Insurance. Schedule 5.19 sets forth all material insurance policies (the "Insurance Policies") maintained by the Company or any Company Subsidiary with respect to their respective properties, assets, operations, employees and Business and, except as set forth on Schedule 5.19, each such Insurance Policy is in full force and effect and all premiums due and payable thereon have been paid in full. Neither the Company nor any Company Subsidiary has received a written notice of cancellation or non-renewal, or notice of increased premiums of or denial of coverages under, any such Insurance Policy. Neither the Company nor any Company Subsidiary is in material default or breach, whether as to the payment of premium or otherwise, under the terms of any such Insurance Policies.

5.20 Affiliate Transactions.

Except for (a) employee travel advances in the Ordinary Course of Business, and (b) as set forth on Schedule 5.20, neither the Company nor any Company Subsidiary has, since January 1, 2016, purchased, acquired or leased any material property or services from, or sold, transferred or leased any material property or services to, or loaned or advanced money to, or borrowed any money from, or otherwise been a party to any legally binding arrangement or other Contract with, or made any transfer of assets to, any Affiliate of the Company (other than the Company and the Company Subsidiaries), or any officer, director or stockholder of the Company or any Company Subsidiary or any Siegfried Family Member (as defined in the A&R LLC Agreement) (collectively, "Company Affiliate Parties"), nor does any such Person have any

material interest in any of the properties or assets of the Company or any Company Subsidiary or otherwise used in and material to the Business.

5.21 Brokers.

Except as identified on Schedule 5.21, no broker, finder, investment banker or similar agent is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions for which the Company or any of its Subsidiaries would have any Liability or obligation.

5.22 Government Contracts.

(a) With respect to any Government Contract or Government Contract Bid since January 1, 2013:

(i) Neither the Company nor any of its Subsidiaries nor, to the Knowledge of the Company, any of their employees who work on Government Contracts has been (A) debarred, suspended from, proposed for suspension or debarment, or declared ineligible or non-responsible for government procurement or work on Government Contracts pursuant to 48 C.F.R. subpart 9.4, and, to the Knowledge of the Company, no facts or circumstances exist that could reasonably be expected to give rise to debarment, suspension, proceedings related to debarment or suspension, or a declaration that the Company or any of its Subsidiaries or any employee who works on Government Contracts is ineligible or non-responsible for government procurement; (B) the subject of or involved in any conviction, prosecution, indictment, subpoena or civil, administrative, or criminal investigation; or (C) the subject of any audit, review or other assessment by a U.S. government agency, including but not limited to the Defense Contract Audit Agency or Office of the Inspector General, but excluding routine audits in connection with the award of a Government Contract.

(ii) The Company and its Subsidiaries are and have been in compliance in all material respects with the terms of such Government Contracts and the Federal Acquisition Regulation, the Defense Federal Acquisition Regulation Supplement, the Cost Accounting Standards, the Truth in Negotiations Act, the Procurement Integrity Act, and the Anti-Kickback Act, where and as applicable to each Government Contract or Government Contract Bid.

(iii) Neither the Company nor any of its Subsidiaries is or has been in material default under a Government Contract and no Government Contract has been terminated for cause or default, and no Governmental Body nor any prime contractor or higher-tier subcontractor under a Government Contract has notified the Company of any actual or alleged violation or breach of any statute, regulation, representation, certification, disclosure obligation or contract term, nor has asserted or threatened to assert a claim against the Company for breach of contract or violation of any Laws.

(iv) To the Knowledge of the Company, neither the Company nor its Subsidiaries is the subject of any pending claim or allegation by the Government or a *qui tam* whistleblower pursuant to the False Claims Act (31 U.S.C. §§3729 *et seq.*) and, to

the Knowledge of the Company, no facts or circumstances exist that could reasonably be expected to give rise to any such claim or allegation under the False Claims Act against the Company or any of its Subsidiaries.

(v) Neither the Company nor any of its Subsidiaries has made any disclosure in writing to any Governmental Body or other customer or prime contractor or higher-tier subcontractor related to any suspected or alleged violation of a Law or a contract requirement; nor, to the Knowledge of the Company, is the Company required to make any such disclosure to a Governmental Body. The Company has not conducted or initiated any internal investigation with respect to any alleged material irregularity, misstatement or omission arising under or relating to any Government Contract or Government Contract Bid.

(vi) All statements, representations, and certifications made by the Company or any of its Subsidiaries in connection with Government Contracts have been current, accurate, and complete or were corrected subsequently.

(b) Any facility security clearance held by the Company or any of its Subsidiaries is identified in Schedule 5.22(b). Each of the Company and its Subsidiaries that holds such a clearance is, and since January 1, 2016 has been, in compliance in all material respects with the National Industrial Security Program Operating Manual (Department of Defense Instruction 5520.22-M). The Company has not received any written notice of any proposed or threatened termination of any facility security clearance or personnel security clearance held by any officer, director or employee of the Company or any of its Subsidiaries, and the Company and its Subsidiaries have all clearances necessary to conduct the business of the Company.

(c) Except as set forth in Schedule 5.22(c), neither the Company nor any of its Subsidiaries is, or has in the past three (3) years been, a party directly, or to the Knowledge of the Company, indirectly, to a Government Contract for the sale of goods or services to a non-U.S. Governmental Body, excluding any commercial airlines or other customers owned, in whole or in part, by a Governmental Body.

5.23 Anti-Bribery.

In the past five (5) years, none of the Company, any Company Subsidiary or any of their respective directors, officers, managers, employees, or to the Knowledge of the Company, agents, consultants, distributors or other Persons acting on behalf of the Company or any Company Subsidiary, have, directly or indirectly, given, promised to pay, offered, or authorized the payment of anything of value to any recipient that was, is or would be prohibited under Anti-Corruption Laws. Without limiting the foregoing, none of the Company, any Company Subsidiary or any of their respective directors, officers, managers, employees, or to the Knowledge of the Company, agents, consultants, distributors or other Persons acting on behalf of the Company or any Subsidiary have, in the past five (5) years: (a) used any corporate funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity; (b) directly or indirectly, made, offered, promised or authorized any unlawful payment to foreign or domestic government officials or employees (including officials and employees of

state owned or operated facilities); or (c) directly or indirectly, made, offered, promised or authorized any improper bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment. In the past five (5) years, there have been no actual, or to the Knowledge of the Company, suspected or threatened allegations, or, to the Knowledge of the Company, investigations (internal or government), litigation, or voluntary or directed disclosures to or from any Governmental Body (including but not limited to the U.S. Department of Justice, U.S. Securities Exchange Commission, or U.K. Securities Fraud Office), or whistleblower reports related in any way to any Anti-Corruption Laws, in each case involving the Company, any Company Subsidiary or any of their respective directors, officers, managers, employees, or to the Knowledge of the Company, agents, consultants, distributors or other Persons acting on behalf of the Company or any Company Subsidiary. At all times in the past five (5) years, the Company has maintained and enforced policies and procedures designed to ensure compliance by the Company, each Company Subsidiary and each of their respective directors, officers, managers, employees, agents, consultants, distributors or other Persons acting on behalf of the Company or any Company Subsidiary, with the Anti-Corruption Laws.

5.24 Compliance with Export and Import Control Laws.

(a) The Company and each Subsidiary is now, and has been for the past five (5) years, in compliance in all material respects with export control and sanctions Laws and regulations, including but not limited to the International Traffic in Arms Regulations (22 C.F.R. Parts 120-130) ("ITAR"); the Export Administration Regulations (15 C.F.R. Parts 730-774); the Laws and Orders administered by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC"); and similar Laws imposed or administered by the United Nations Security Council, Her Majesty's Treasury, the European Union, any European Union Member State, or any other jurisdiction applicable to the Company ("Trade Control Laws"). Without limiting the foregoing

(i) None of the Company or any Company Subsidiary, nor any of their directors, officers, or employees, nor, to the Knowledge of the Company, any Person, at the direction, or on behalf of any of the Company or its Subsidiaries is subject to debarment or any list-based designations under the Trade Control Laws.

(ii) Except as identified on Schedule 5.24, none of the Company or any of its Subsidiaries has been the subject of or otherwise involved in any enforcement proceeding, or received any written communication from a governmental authority, or, to the Knowledge of the Company, has been the subject of or otherwise involved in any governmental investigation or inquiry regarding in each case Anti-Money Laundering Laws or Trade Control Laws.

(iii) During the past five (5) years, the Company and its Subsidiaries have maintained or enforced policies and procedures designed to ensure compliance by the Company and its Subsidiaries, and their respective directors, officers, employees, and third parties acting on their behalf, with applicable Anti-Money Laundering Laws and Trade Control Laws.

(iv) In the past five (5) years, none of the Company, its Subsidiaries, each of their officers and directors, nor, to the Company's Knowledge, its employees or third parties acting on their behalf, has engaged in, in connection with the operation of the Business, transactions or dealings with any Person (A) listed in any sanctions-related list of designated Persons maintained by OFAC or the U.S. Department of State, the United Nations Security Council, Her Majesty's Treasury, the European Union, or any European Union Member State (each, a "Sanctions Authority"), (B) operating, organized or resident in a country or territory that it is itself the subject or target of economic or financial sanctions or trade embargoes imposed, administered or enforced by a Sanctions Authority (as of the date of this Agreement, Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine), or (C) owned, directly or indirectly, or controlled by any such Person or Persons described in clause (A) or (B).

(v) Except as identified on Schedule 5.24, in the past five (5) years, the Company and each Company Subsidiary has obtained in a timely manner all material export Permits from, and has made and filed all necessary material Permits and filings with, any Governmental Body, and has met the material requirements of any Permit exceptions or exemptions, as required in connection with the export and re-export of its products and services, and releases of technology and technical data to foreign nationals located in the United States and abroad ("Export Approvals");

(vi) The Company and each Company Subsidiary is in compliance in all material respects with the terms of all applicable Export Approvals; and

(vii) There are no pending or threatened Legal Proceedings involving the Company or any Company Subsidiary with respect to Export Approvals or Export Control Laws.

(b) Since January 1, 2016, neither the Company nor any Company Subsidiary has made or provided any material false statement or omission to any Governmental Body or to any purchaser of products, in connection with the importation of items, the valuation or classification of imported items, the duty treatment of imported items, the eligibility of imported items for favorable duty rates or other special treatment, country-of-origin marking, NAFTA Certificates, marking and labeling requirements, other statements or certificates concerning origin, quota or visa rights, export Permits or other export authorizations, U.S.-content requirements or other Permits required by a foreign Governmental Body.

(c) None of the products or materials imported by, for or on behalf of the Company or any Company Subsidiary for which final liquidation has not yet occurred is subject to or otherwise covered by an antidumping duty Order or countervailing duty Order that remains in effect or is subject to or otherwise covered by any pending antidumping or countervailing duty investigation by any U.S. Governmental Body.

5.25 Customers and Vendors.

(a) Schedule 5.25(a) sets forth a true and complete list of the ten (10) largest customers of the Company and the Company Subsidiaries on a consolidated basis (based on the

dollar amount of sales to such customers) for the twelve (12) calendar month period ended December 31, 2017 and the twelve (12) calendar month period ended December 31, 2018 ("Material Customers"). Except as set forth on Schedule 5.25(a), all Material Customers continue to be customers of the Company or the applicable Company Subsidiary, and no Material Customer has, during the time periods referenced above, materially reduced its business with the Company and the Company Subsidiaries on a consolidated basis from the levels achieved during such period, and to the Knowledge of the Company, no such action is being considered.

(b) Schedule 5.25(b) sets forth a true and complete list of the ten (10) largest vendors of the Company and the Company Subsidiaries on a consolidated basis (based on the dollar amount of purchased from such vendors) for the twelve (12) calendar month period ended December 31, 2018 and the twelve (12) calendar month period ended December 31, 2018 ("Material Vendors"). Except as set forth on Schedule 5.25(b), all Material Vendors continue to be vendors of the Company or the applicable Company Subsidiary, and no Material Vendor has, during the time periods referenced above, materially reduced its business with the Company and the Company Subsidiaries on a consolidated basis from the levels achieved during such period, and to the Knowledge of the Company, no such action is being considered.

(c) Since December 31, 2017, neither the Company nor any Company Subsidiary has received any written or, to the Knowledge of the Company, oral notice from any Material Customer or Material Vendor stating that such customer or supplier intends to cease to use or supply products or services to the Company or any of the Company Subsidiaries or that it intends to materially and adversely change the terms on which it does business with the Company or any of the Company Subsidiaries.

5.26 No Other Representations and Warranties.

Except for the representations and warranties contained in this Article V (as modified by the Disclosure Schedule) and any other Company Documents, neither the Company nor any other Person makes or has made any other representation or warranty, express or implied, at law or in equity, with respect to the Company, its Subsidiaries, the Transactions, or any of the Company's or its Subsidiaries' respective Businesses, assets, liabilities, operations, prospects, or condition (financial or otherwise), and the Company disclaims any other representations or warranties, whether made by the Company, any Subsidiary or any of its or its Subsidiaries' Affiliates, stockholders, officers, directors, agents or Representatives (collectively, "Related Persons"), and no Related Person has any authority, express or implied, to make any representations, warranties or agreements not specifically set forth in Article V to this Agreement or any other Company Documents and subject to the limited remedies herein provided. Except for the representations and warranties contained in Article V hereof (as modified by the Disclosure Schedule) and any other Company Documents, and as acknowledged and agreed by Purchaser in Section 6.7, the Company (directly and on behalf of all Related Persons) hereby disclaims all Liability and responsibility for, and is not making any representation or warranty directly or indirectly in respect of, any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (whether orally or in writing, in any data room relating to the Transactions, in management presentations, functional "break-out" discussions, responses to questions or requests submitted by or on behalf of Purchaser or in any other form in

consideration or investigation of the Transactions) to Purchaser or its Affiliates or Representatives (including any opinion, information, forecast, projection, or advice that may have been or may be provided to Purchaser or its Affiliates or Representatives by the Company or any Related Person). Except for the representations and warranties contained in this Article V (as modified by the Disclosure Schedule) and any other Company Documents, and as acknowledged and agreed by Purchaser in Section 6.7, neither the Company nor any Related Person has made or makes (directly or indirectly) any representation or warranty to Purchaser or its Affiliates or Representatives regarding: (a) merchantability or fitness of any assets for any particular purpose; (b) the nature or extent of any liabilities, (c) the prospects of the Business, (d) the probable success or profitability of the Company or the Subsidiaries; or (e) the accuracy or completeness of any confidential information presentation, documents, projections, material, statement, data, or other information (financial or otherwise) provided to Purchaser or its Affiliates or made available to the Purchaser in any "data rooms," "virtual data rooms," management presentations or in any other written form in expectation of, or in connection with, the Transactions, or in respect of any other matter or thing whatsoever.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF PURCHASER

The Purchaser hereby represents and warrants to the Company that, except as set forth in the applicable section of the schedules to this Agreement (the "Purchaser Disclosure Schedules") (provided, however, that a matter disclosed with respect to one representation or warranty shall also be deemed to be disclosed with respect to each other representation or warranty to which the relevance of such matter disclosed is reasonably apparent on its face):

6.1 Organization and Good Standing.

The Purchaser is duly organized, validly existing and in good standing under the Laws of its state of formation and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted.

6.2 Authorization of Agreement.

The Purchaser has all requisite power, authority and legal capacity to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by the Purchaser in connection with the consummation of the Transactions (the "Purchaser Documents"), to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by the Purchaser of this Agreement and the Purchaser Documents and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary limited liability company action on behalf of Purchaser or its equityholders. This Agreement has been, and each Purchaser Document will be at or prior to the Closing, duly executed and delivered by the Purchaser to the extent they are a party thereto and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each Purchaser Document when so executed and delivered will constitute, a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser to the

extent they are a party thereto in accordance with their respective terms, subject to the Equitable Exceptions.

6.3 Conflicts; Consents of Third Parties.

(a) None of the execution and delivery by the Purchaser of this Agreement or the Purchaser Documents, the consummation of the Transactions contemplated hereby or thereby, or the compliance by the Purchaser with any of the provisions hereof or thereof will conflict with, contravene or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or cancellation under any provision of (i) the organizational documents of the Purchaser, (ii) any Contract or Permit to which the Purchaser is a party or by which the Purchaser is bound or (iii) any Order of any Governmental Body applicable to the Purchaser or any of its properties or assets or any applicable Law, in any case, other than, such conflicts, violations, defaults, terminations or cancellations that would not reasonably be expected to be material to the ability of the Purchaser to perform its obligations under this Agreement or to consummate the Transactions.

(b) No consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body is required on the part of the Purchaser in connection with the execution and delivery of this Agreement or the Purchaser Documents, the compliance by the Purchaser with any of the provisions hereof or thereof, the consummation of the Transactions contemplated hereby or thereby or the taking by the Purchaser of any other action contemplated hereby or thereby, except for compliance with the Confirmation Order, compliance with Antitrust Laws and such other consents, waivers, approvals, Orders, Permits, authorizations, declarations, filings and notifications, the failure of which to obtain or make would not reasonably be expected to have a material adverse effect on the ability of the Purchaser to perform its obligations under this Agreement or to consummate the Transactions.

6.4 Brokers.

No Person has acted, directly or indirectly, as a broker, finder, investment banker or similar intermediary for the Purchaser in connection with the Transactions and no such Person is entitled to any fee or commission or like payment in respect thereof based on any agreements with the Purchaser or its Affiliates or other arrangements made by them.

6.5 Financial Capability. Attached as Exhibit C is a true, complete and correct copy of the commitment letter from the Sponsor, dated as of the date hereof (the "Equity Commitment Letter"), pursuant to which, and subject to the terms and conditions of which, the Sponsor has agreed to provide to Purchaser the equity financing contemplated therein in the amount set forth therein (the "Equity Financing") in connection with the Transactions. The Equity Commitment Letter has not been amended or modified prior to the date of this Agreement. As of the date hereof, no such amendment or modification is currently contemplated and, as of the date hereof, the commitment contained in the Equity Commitment Letter has not been withdrawn, terminated or rescinded in any respect. As of the date of this Agreement, there are no side letters or other agreements, Contracts or arrangements related to the funding or investing, as applicable, of the Equity Financing that would reasonably be expected to adversely affect the availability or

amount of the Equity Financing contemplated by the Equity Commitment Letter other than the Equity Commitment Letter. Purchaser has fully paid any and all commitment fees or other fees in connection with the Equity Commitment Letter that are payable on or prior to the date of this Agreement (if any), and, as of the date hereof, the Equity Commitment Letter is in full force and effect and is a legal, valid, binding and enforceable obligation of Purchaser, and, to the knowledge of the Purchaser, each of the other parties thereto, in each case, except as the same may be limited by the Equitable Exceptions. There are no conditions precedent or other contingencies related to the funding of the full amount of the Equity Financing contemplated by the Equity Commitment Letter on the terms therein, other than as expressly set forth in the Equity Commitment Letter. As of the date hereof (and assuming the accuracy of the representations and warranties in Article V and in any other Company Documents), to the knowledge of the Purchaser, no event has occurred which, with or without notice, lapse of time or both, would or would reasonably be expected to constitute a default or breach under the Equity Commitment Letter on the part of Purchaser or any other party thereto. As of the date hereof, assuming the accuracy of the representations and warranties in Article V and in any other Company Documents, Purchaser has no reason to believe that the Equity Financing will not be available at Closing. Assuming the representations and warranties of the Company contained in this Agreement and in any other Company Documents are accurate in all material respects and the Company complies with and performs in all material respects all of their agreements and covenants under this Agreement, upon the funding of the commitment contained in the Equity Commitment Letter in accordance with its terms, the net proceeds from the Equity Financing (when consummated in accordance and terms of the Equity Commitment Letter) will be sufficient when funded for Purchaser, if the Closing occurs, to (a) pay (or cause to be made) the Purchase Price, and (b) pay any and all fees and expenses required to be paid by Purchaser in connection with the Transactions and the Equity Financing, taking into account the reimbursement obligations of the Company pursuant to Section 12.1. Subject to the terms and conditions set forth in this Agreement (including the satisfaction or waiver of the conditions in Article IX), Purchaser acknowledges that its obligation to consummate the Transactions is not and will not be subject to the receipt by Purchaser of any financing or the consummation of any other transaction.

6.6 Investment Intent. Purchaser hereby acknowledges that the sale of the equity securities of the Company is not registered under the Securities Act of 1933 or registered or qualified for sale under any applicable securities Law of the United States or any other country or any state or province of the United States or any other country and cannot be resold without registration thereunder or exemption therefrom. Purchaser is acquiring the equity securities of the Company solely for its own account as principal, for investment purposes and is not acquiring such securities with a view to or for the public distribution thereof, in whole or in part, or as an underwriter or conduit to subsequent purchasers in violation of federal or state securities Laws. Purchaser has sufficient knowledge and experience in financial and business matters to enable it to evaluate the risks of investment in the equity securities of the Company and has the ability to bear the economic risks of such investment.

6.7 No Other Representations; Condition of the Business. Notwithstanding anything contained in this Agreement to the contrary, Purchaser acknowledges and agrees that neither the Company nor any other Person is making any representations or warranties whatsoever, express or implied, at law or in equity, beyond those expressly given by the Company in Article V (as

modified by the Disclosure Schedule) and in any other Company Documents, and any representations or warranties other than those set forth in Article V (as modified by the Disclosure Schedule) and in any other Company Documents are hereby disclaimed. Purchaser hereby acknowledges and agrees to such disclaimer of any representations or warranties beyond those expressly given by the Company in Article V (as modified by the Disclosure Schedule) and in any other Company Documents. Purchaser acknowledges and agrees that, except for the representations and warranties contained in Article V (as modified by the Disclosure Schedule) and in any other Company Documents, the assets and the business of the Company and its Subsidiaries are being transferred on a "where is" and, as to condition, "as is" basis. Purchaser further acknowledges that none of the Company or any of its Affiliates (including the Subsidiaries), nor any other Person has made or is making any representation or warranty, express or implied, as to the accuracy or completeness of any information, data, or statement regarding the Company or any of its Subsidiaries or the Transactions, including in respect of the business, the operations, prospects, or condition (financial or otherwise), or the accuracy or completeness of any document, projection, material, statement, or other information, in each case, not expressly set forth in Article V (as modified by the Disclosure Schedule) and in any other Company Documents, and none of the Company or any of its Affiliates (including its Subsidiaries), or any other Person, will have or be subject to any objection or Liability to Purchaser or any other Person resulting from the distribution to Purchaser or its Affiliates or Representatives or Purchaser's or its Affiliates or Representatives, use of, any such information, including any confidential memoranda distributed on behalf of the Company relating to the Company or any of its Subsidiaries or other publications or data room information provided to Purchaser or its Representatives, or any other document or information in any form provided to Purchaser or its Representatives in connection with the Transactions. Purchaser acknowledges and agrees that there are uncertainties inherent in attempting to make estimates, projections, forecasts, plans, budgets and similar materials and information, Purchaser is familiar with such uncertainties, Purchaser is taking full responsibility for making its own evaluations of the adequacy and accuracy of any and all estimates, projections, forecasts, plans, budgets and other materials or information that may have been delivered or made available to the Purchaser. Purchaser acknowledges and agrees that it has been furnished with or given reasonable access to such properties, offices and other facilities, books and records, documents and information about the Purchased Units and the Company and its Subsidiaries and their respective Businesses and operations as it and its Representatives have deemed necessary to enable it to make an informed decision with respect to the execution, delivery and performance of this Agreement and the Transactions and has conducted to its satisfaction, its own independent investigation of the condition, operations and business of the Company and its Subsidiaries and, in making its determination to proceed with the Transactions, Purchaser has relied on the results of its own independent investigation. Purchaser acknowledges that it is an informed and sophisticated Person and has engaged advisors experienced in the evaluation and investment in companies such as the Company and the Subsidiaries as contemplated hereunder. Purchaser acknowledges and agrees that should the Closing occur, Purchaser shall acquire the Purchased Units without any representation or warranty as to merchantability or fitness for any particular purpose of their respective assets, in an "as is" condition and on a "where is" basis, except as otherwise expressly represented or warranted in Article V (as modified by the Disclosure Schedule) or in any other Company Documents. Notwithstanding anything to the contrary herein, nothing in this

Agreement shall limit any claim or remedy of Purchaser in the case of actual fraud in the making of the representations and warranties expressly set forth in Article V.

ARTICLE VII

BANKRUPTCY RELATED COVENANTS

7.1 Bankruptcy Related Obligations of the Company.

(a) The Company shall, and shall cause the other Debtors to, use reasonable best efforts to consummate the Transactions including, without limitation to the foregoing, by taking the following actions:

(i) obtain the entry of the Confirmation Order by no later than the Confirmation Order Date;

(ii) give timely, proper and adequate advance notice of any and all pleadings, agreements, orders, hearings and other proceedings relating to the Plan and the Transactions; and

(iii) timely make all appropriate filings or pleadings with the Bankruptcy Court relating to the Transactions, including filing such amendments to the Plan and Disclosure Statement that are consistent with this Agreement and that may be necessary or desirable to consummate the Transactions, each of which shall be reasonably satisfactory in form and substance to the Purchaser.

(b) The Company shall, and shall cause the other Debtors to, file with the Bankruptcy Court (i) the Plan Supplement (as defined in the Plan) in a form reasonably satisfactory to the Purchaser, no later than March 11, 2019, and (ii) the proposed form of Confirmation Order no later than March 18, 2019.

(c) The Company shall ensure that each document filed by the Debtors with the Bankruptcy Court from and after the date hereof, including the Plan Supplement (including all exhibits, schedules and annexes thereto) and the proposed form of Confirmation Order, shall be consistent with the terms hereof and shall be provided to the Purchaser as far in advance as practicable. In the event any such filing would reasonably be expected to have any impact on the Transactions, the Company or any of its Subsidiaries (including any impact on the Business from and after Closing), such filing shall be reasonably satisfactory to the Purchaser, and the Company shall provide a draft of any such filing to the Purchaser sufficiently in advance to allow for meaningful review. The Company shall not, and shall cause the other Debtors not to, file any motion or pleading or make any statement on the record before the Bankruptcy Court that is inconsistent with this Agreement or that would reasonably be expected to prevent, materially delay or materially impede the successful implementation of the Transactions, without the prior written consent of the Purchaser (not to be unreasonably withheld).

(d) The Company shall cause the consummation of the Pre-Closing Restructuring in the manner set forth on Schedule 7.1(d) pursuant to documentation reasonably acceptable to the Purchaser. The Parties intend that, for U.S. federal and applicable state and

local income Tax purposes, the Pre-Closing Restructuring constitutes a "reorganization" pursuant to Section 368(a)(1)(F) of the Code. The Parties shall report the Pre-Closing Restructuring consistent with such treatment and shall not take any actions inconsistent therewith. The Company shall cause Holdings to be incorporated within ten (10) Business Days of the date hereof, and on the date of such incorporation the Company shall cause Holdings to agree to be bound by the provisions hereof by executing and delivering to the Purchaser an instrument reasonably satisfactory to the Purchaser whereby Holdings becomes a party to this Agreement and agrees to be bound by all the terms and conditions hereof.

(e) The Company shall, and shall cause the other Debtors to, use reasonable best efforts to (i) satisfy all conditions to the effectiveness of the Exit Debt Financing in accordance with the terms thereof and (ii) consummate the Exit Debt Financing on or prior to the Closing Date.

7.2 Bankruptcy Related Obligations of the Purchaser. The Purchaser agrees that it will use reasonable best efforts to promptly take such actions as are reasonably requested by the Company to assist in obtaining entry of the Confirmation Order.

ARTICLE VIII

COVENANTS

8.1 Access to Information and Personnel. The Company agrees that, prior to the Closing Date or the earlier termination of this Agreement pursuant to Section 4.5, the Purchaser, its Affiliates and its and their respective Representatives (as such term is defined in the Confidentiality Agreement) shall be afforded reasonable access to the personnel and properties, book, records, Contracts and operations of the Business. Any such investigation and examination shall be conducted during regular business hours upon reasonable advance prior written notice and under reasonable circumstances, shall be subject to restrictions under applicable Law and shall not unreasonably interfere with the operation of the Business. Notwithstanding anything herein to the contrary, no such investigation or examination shall be permitted to the extent that it would require the Company or any of its Subsidiaries to disclose information subject to attorney-client privilege in a manner that would reasonably be expected to jeopardize such privilege or violate any Contracts to which the Company or any of its Subsidiaries is bound; provided that, in any such case, the Company shall provide the Purchaser with a general description of the nature of the information not provided and the Parties shall work in good faith and use their reasonable best efforts to attempt to mitigate such restrictions to allow disclosure of such information without causing any such jeopardy or violation. Any information provided hereunder shall be subject to the terms of the Confidentiality Agreement, and the Company makes no representation or warranty as to the accuracy of or otherwise with respect to such information except as otherwise expressly provided herein. Notwithstanding anything to the contrary contained herein, without the prior written consent of the Company, which may be withheld for any reason, Purchaser shall have no right to perform invasive or subsurface investigations of the properties or facilities of the Company or any of its Subsidiaries

8.2 Conduct of the Business Pending the Closing.

(a) Prior to the Closing or the earlier termination of this Agreement pursuant to Section 4.5, except (i) as set forth on Schedule 8.2(a); (ii) as required by applicable Law, by Order of the Bankruptcy Court or the Plan; (iii) as otherwise expressly contemplated by this Agreement; (iv) as undertaken in connection with the Pre-Closing Restructuring; or (v) with the prior written consent of the Purchaser (such consent, not to be unreasonably withheld, conditioned or delayed) or (vi) as required by the terms of the Gulfstream Sale Order (including the Gulfstream APA Documents), the Company shall, and shall cause each of its Subsidiaries to:

(A) conduct the Business only in the Ordinary Course of Business (other than to the extent required pursuant to the terms of any Contract made available to the Purchaser);

(B) use commercially reasonable efforts to preserve the present (x) business operations, organization, properties and goodwill of the Business, (y) relationships with material employees, customers and suppliers of, and others having material business relationships, the Company and its Subsidiaries, and (z) keep available the services of the Company's and its Subsidiaries' key employees; and

(C) comply in all material respects with applicable Laws.

(b) Except (i) as set forth on Schedule 8.2(b); (ii) as required by applicable Law, Order of the Bankruptcy Court or the Plan; (iii) as otherwise expressly contemplated by this Agreement; (iv) as undertaken in connection with the Pre-Closing Restructuring; or (v) with the prior written consent of the Purchaser (such consent not to be unreasonably withheld, conditioned or delayed) or (vi) as required by the terms of the Gulfstream Sale Order (including the Gulfstream APA Documents), the Company shall not, and shall not permit its Subsidiaries, to:

(A) issue any equity interests in the Company or any of its Subsidiaries;

(B) redeem, purchase or otherwise acquire any outstanding equity interests of the Company or any Company Subsidiary;

(C) incur any additional Indebtedness or assume, endorse or guarantee any Indebtedness of another Person other than (1) the Exit Debt Financing to be entered into in connection with the Transactions, (2) performance bonds, letters of credit or hedging arrangements entered into in the Ordinary Course of Business and (3) the debtor-in-possession financing in connection with the Plan;

(D) adopt any amendment to the organizational documents of the Company or any of its Subsidiaries;

(E) except as contemplated by the budget of the Company and its Subsidiaries for calendar year 2019 that was provided by the Company to the Purchaser prior to the date hereof or as required by the terms of any Employee Benefit Plan or

Contract in existence on the date hereof, (1) enter into, adopt, amend or terminate any collective bargaining agreement, or other agreement or union Contract with any labor organization, works council or union; (2) establish, enter into, adopt, amend, renew, extend, or terminate any Employee Benefit Plan or any plan, program, policy, agreement, or arrangement that would be an Employee Benefit Plan (except (a) changes to group healthcare benefits in the ordinary course of business or (b) as otherwise permitted pursuant to this Section 8.2(b)); (3) except for increases in base salary not to exceed $500,000 in the aggregate for non-officer employees whose annual base salary is less than $150,000, increase the amount (or accelerate the vesting or timing of payment) of any bonus, salary or other base compensation of, or pay or agree to pay or provide any benefit to, any current or former employee, officer or director of the Company or any of its Subsidiaries; (4) except to fill vacancies in effect as of the date hereof or to fill vacancies created as a result of resignations or deaths, hire, promote, demote or change the employment status or title of any employee, officer, director or other consultant who shall be entitled to receive annual salary in excess of $150,000; (5) except as otherwise permitted under this Section 8.2(b)(E), increase or accelerate the vesting of the payments to or benefits under any Employee Benefit Plan; (6) except as otherwise permitted under this Section 8.2(b)(E), enter into any employment, retention, change of control, transaction or severance agreement with any employee (or otherwise grant any equity or equity-based compensation or any severance, retention or change in control, transaction or similar payments to any employee, consultant or other individual service provider); or (7) terminate, other than for cause, the employment or service of any officer, employee with annual compensation in excess of $150,000 or director of the Company or any of its Subsidiaries;

(F) change any of the material accounting, financial reporting or tax principles, practices, periods, or methods used by the Company or any Company Subsidiary, except as may be required in order to comply with changes in GAAP or applicable Law, including Tax Laws;

(G) make, change or revoke any material Tax election, file any amended Tax returns, settle or compromise any material Tax liability, or initiate any voluntary disclosure or similar program with any Governmental Body with respect to Taxes;

(H) acquire any business or Person, by merger or consolidation, purchase of substantial assets or equity interests, or by any other manner;

(I) acquire, sell, lease, sublease, transfer, mortgage, pledge, encumber, abandon, sell and leaseback or otherwise dispose of any property or assets (other than sales of inventory or transfers of “rotable inventory”, in each case, in the Ordinary Course of Business);

(J) dissolve, wind up or liquidate;

(K) other than in the Ordinary Course of Business, materially amend, renew, become subject to, or terminate any Material Contract, or enter into any Contract

that, if in effect on the date hereof, would be a Material Contract, or waive, release or assign any material rights under any Material Contract;

(L) make any loans, advances or capital contributions, except advances for travel and other normal business expenses to officers and employees in the Ordinary Course of Business;

(M) other than in the Ordinary Course of Business, accelerate or alter practices and policies relating to the rate of collection of accounts receivable or payment of accounts payable;

(N) pay any Third Party Class 4 Claims in an aggregate amount in excess of $1,000,000;

(O) take any other action that, if taken after the Closing Date, would require the consent of an Investor Unit Majority pursuant to the A&R LLC Agreement; or

(P) agree in writing to take any of the foregoing actions.

8.3 Regulatory Approvals.

(a) The Purchaser and the Company shall (i) make or cause to be made all filings required of each of them or any of their respective Subsidiaries or Affiliates under Antitrust Laws with respect to the Transactions (including those set forth on Schedule 8.3) as promptly as practicable and, in any event, within five (5) Business Days after the date of this Agreement, (ii) use reasonable best efforts to comply at the earliest practicable and advisable date with any request under Antitrust Laws for additional information, documents, or other materials received by each of them or any of their respective Subsidiaries from any other Governmental Body in respect of such filings or such Transactions, and (iii) cooperate with each other in connection with any such filing and in connection with resolving any investigation or other inquiry of any Governmental Body under any Antitrust Laws with respect to any such filing or the Transactions. Each such Party shall furnish to each other such necessary information and assistance as such other Party and its Affiliates may reasonably request in connection with their preparation of any application or other filing to be made pursuant to any applicable Law in connection with the Transactions. Each Party shall promptly inform the other Parties of any material communication with, and provide copies of written communications with, any Governmental Body regarding any such filings or the Transactions. No Party shall independently participate in any substantive meeting or call relating to the Antitrust Laws with any Governmental Body in respect of any such filings, investigation, or other inquiry without giving the other Parties prior notice and, to the extent permitted by such Governmental Body, the opportunity to attend and/or participate. Subject to applicable Law, the Parties will consult and cooperate with one another in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any Party relating to proceedings under Antitrust Laws and shall consider in good faith the views of the other Party in connection with any proposed written communication to any Governmental Body relating to such matters.

(b) The Purchaser and the Company shall use their reasonable best efforts to resolve such objections, if any, as may be asserted by any Governmental Body with respect to applicable foreign statutes, rules, regulations, orders, decrees, administrative or judicial doctrines or other Laws that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade (collectively, the "Antitrust Laws").

8.4 Further Assurances. The Company and the Purchaser shall use their reasonable best efforts to: (a) take all actions necessary or appropriate to consummate the Transactions on the terms set forth herein, the Confirmation Order and the Plan, and to exempt the Transactions from the provisions of any Contract or Law that would impose any material burden or restriction on the Company or its Subsidiaries after the Closing or make more burdensome the effectuation of the Transactions; (b) cause the fulfillment at the earliest practicable date of all of the conditions to the other Party's obligations to consummate the Transactions; (c) defend any lawsuits or other legal proceedings, whether judicial or administrative, against it challenging this Agreement or the consummation of the Transactions; and (d) execute and deliver any additional instruments reasonably requested by the other Party for the purpose of consummating the Transactions.

8.5 Publicity. Neither the Company nor the Purchaser shall issue any press release or public announcement concerning this Agreement or the Transactions without obtaining the prior written approval of the other Party (which approval will not be unreasonably withheld, delayed or conditioned) unless disclosure is required by applicable Law or by order of the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement; provided that the Party intending to make such release shall use its reasonable best efforts consistent with such applicable Law or order of the Bankruptcy Court to consult with the other Party with respect to the text thereof and to provide reasonable prior notice thereof; provided, further, that nothing in this Section 8.5 shall restrict the Purchaser and its Affiliates from disclosing, on a confidential basis, information concerning this Agreement and the Transactions in connection with the customary fundraising, marketing, informational or reporting activities of the Purchaser or its Affiliates (including ordinary course communications with the direct and indirect limited partners of, or other actual and prospective investors in, the Purchaser and its Affiliates).

8.6 R&W Insurance Policy. The Company shall use reasonable best efforts to cooperate with Purchaser's efforts to obtain a representation and warranty insurance policy (the "R&W Insurance Policy"), including by providing information and documentation (including a copy of the electronic data room) reasonably requested by the insurer thereof, it being understood that the Purchaser's obtaining of the R&W Insurance Policy shall not be a condition to the Closing and the Company shall not be required to take any actions that would unreasonably interfere with the operation of the Business or make any payment to a third party. To the extent required by the terms of the R&W Insurance Policy, immediately prior to Closing, the Company shall deliver to the Purchaser a duly executed "Closing No Claims Declaration" in the form attached hereto as Exhibit E, with any exceptions thereto as the Company reasonably deems necessary for the accuracy of the declarations therein.

8.7 DSS Notification. As soon as reasonably practicable after the date of this Agreement, the Company shall submit to the United States Defense Security Service ("DSS")

and, to the extent reasonably requested by Purchaser, any other applicable Governmental Body, a notification of the transactions contemplated hereby in accordance with NISPOM, and any other applicable national or industrial security regulations (the "DSS Notification"). The Company shall reasonably cooperate with Purchaser in preparing the DSS Notification and any other submissions to DSS required by NISPOM as soon as reasonably practical. The Company shall use commercially reasonable efforts to obtain approval from DSS as promptly as practicable for the continuation of all necessary U.S. government facility security clearances.

8.8 Termination of Affiliate Obligations. The Company shall take all necessary action such that, effective as of the Closing, except as set forth on Schedule 8.8, all Contracts, transaction and other arrangements between the Company or any of its Subsidiaries, on the one hand, and one or more Company Affiliate Parties, on the other hand, shall be terminated without any further liability to the Company or any of its Subsidiaries.

8.9 ITAR Notification. No later than five (5) days after the Closing, the Company shall provide to the U.S. Directorate of Defense Trade Controls any written notification that may be required pursuant to Section 122.4(a) of the ITAR in connection with the Transaction.

8.10 Claims Reports. From and after the Closing, within ten (10) calendar days of the end of each calendar month, the Company shall deliver to the Purchaser a report prepared in good faith setting forth for such calendar month the Third Party Class 4 Claims paid during such calendar month and during the period from the Closing through the end of such calendar month, the Company's good faith estimate of all Third Party Class 4 Claims not yet paid and a projected forecast of the payment schedule for such unpaid Third Party Class 4 Claims and a calculation of the aggregate amount of all Third Party Class 4 Claims (as of the Disclosure Statement Date, as of the date hereof and as of the Closing Date), in each case, itemized by vendor or other holder of each such Third Party Class 4 Claim and specifying which such Third Party Class 4 Claims are Warranty Claims. In the event that any Customer of the Debtors asserts, or threatens to assert, any Warranty Claims against the Purchaser, the Company shall promptly (and in any event within two (2) Business Days) provide the Purchaser with prompt written notice thereof (including reasonable detail regarding such Warranty Claim).

8.11 280G Matters. If applicable, (i) the Company will, prior to the Closing Date, submit to a shareholder vote the right of any "disqualified individual" (as defined in Section 280G(c) of the Code) to receive any and all payments and other benefits contingent on the consummation of the Transactions (within the meaning of Section 280G(b)(2)(A)(i) of the Code) so that in the event of the applicable approval, no payment received or which could be received by such "disqualified individual" would be an "excess parachute payment" under Section 280G(b) of the Code, in a manner that is intended to satisfy the shareholder approval requirements under Section 280G(b)(5)(B) of the Code and the regulations promulgated thereunder, including Q&A 7 of Section 1.280G-1 of such regulations (the "Shareholder Vote") or (ii) the Company will follow such other procedure in accordance with Rev. Rul. 2004-87 that may be permitted for purposes of the shareholder approval requirements under Section 280G of the Code in connection with the Bankruptcy with respect to any "excess parachute payments" (the "Bankruptcy Court Approval"). The Shareholder Vote shall establish the "disqualified individual's" right to the payment or other compensation, and prior to soliciting such vote of the Company's shareholders the Company shall solicit waivers from the "disqualified individual"

entitled to receive an "excess parachute payment" of such individual's right to receive such payment. Before the Shareholder Vote is submitted to shareholders, the Company shall provide disclosure to the shareholders in a manner that is intended to satisfy Section 280G(b)(5)(B)(ii) of the Code and regulations promulgated thereunder. At least five (5) business days prior to the Shareholder Vote, if applicable, the Purchaser and its counsel shall have the right to review and comment on all documents to be delivered to the shareholders in connection with such vote and any required disqualified individual waivers, and the Company shall reflect all reasonable comments of the Purchaser thereon, as reasonably determined by the Company. At least five (5) business days prior to seeking Bankruptcy Court Approval, the Purchaser and its counsel shall have the right to review and comment on all documents to be delivered to the Bankruptcy Court in connection with such approval, and the Company shall reflect all reasonable comments of the Purchaser thereon, as reasonably determined by the Company. Purchaser shall provide to the Company, no less than ten (10) Business Days prior to the Closing Date any arrangements entered into at the direction of Purchaser or between Purchaser and its Affiliates, on the one hand, and a disqualified individual, on the other hand ("Purchaser Arrangements"), along with a written description of such Purchaser Arrangements, and Purchaser and the Company shall cooperate in good faith with respect to calculating the value of such arrangements, provided, however, that if such Purchaser Arrangements are not provided or are provided to the Company fewer than ten (10) Business Days prior to the Closing Date, compliance with the remainder of this Section 8.11 shall be determined as if such Purchaser Arrangements had not been entered into. To the extent applicable, prior to the Closing Date, the Company shall deliver to Purchaser evidence that the Shareholder Vote was solicited in accordance with the foregoing provisions of this Section 8.11 and that either (i) the requisite number of votes of the shareholders of the Company was obtained with respect to the waived "excess parachute payments" (the "280G Approval") or (ii) the 280G Approval was not obtained, and, as a result, no waived "excess parachute payments" shall be made or provided.

ARTICLE IX

CONDITIONS TO CLOSING

9.1 Conditions Precedent or Concurrent to Obligations of the Purchaser. The obligation of the Purchaser to consummate the Transactions is subject to the fulfillment, as of the Closing, of each of the following conditions (any or all of which may be waived by the Purchaser in whole or in part to the extent permitted by applicable Law):

(a) all of (i) the representations and warranties of the Company set forth in Article V (other than the Fundamental Representations in Sections 5.1(a), 5.1(b), 5.2 and 5.6) shall be true and correct in all respects (without giving effect to any limitation or qualification as to "materiality" (including the word "material") or "Material Adverse Effect" set forth therein) on and as of the Closing Date as if made on and as of the Closing Date (or, to the extent given as of a specific date, as of such date), except for such failures to be true and correct that, individually and in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, and (ii) the Fundamental Representations (other than those in Sections 5.5(c) and 5.16(j)) shall be true and correct in all respects on and as of the Closing Date as if made on and as of the Closing Date (or, to the extent given as of a specific date, as of such date), except for any failure of any Fundamental Representations (other than those in Sections 5.5(c) and 5.16(j))

to be so true and correct as a result of any *de minimis* inaccuracies. The Purchaser shall have received a certificate signed by an authorized officer of the Company, dated the Closing Date, to the foregoing effect;

(b) the Company shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by it on or prior to the Closing Date, and the Purchaser shall have received a certificate signed by an authorized officer of the Company, dated the Closing Date, to the foregoing effect;

(c) since the date hereof, there shall not have been a Material Adverse Effect, and the Purchaser shall have received a certificate signed by an authorized officer of the Company, dated the Closing Date, to the foregoing effect;

(d) the Company and all of the other Debtors shall have complied, in all material respects, with the terms of the Plan that are to be performed by the Company and the other Debtors on or prior to the effective date of the Plan; and

(e) the Company shall have delivered, or caused to be delivered, to the Purchaser all of the items set forth in Section 4.2.

9.2 Conditions Precedent or Concurrent to Obligations of the Company. The obligation of the Company to consummate the Transactions is subject to the fulfillment, as of the Closing Date, of each of the following conditions (any or all of which may be waived by the Company in whole or in part to the extent permitted by applicable Law):

(a) all the representations and warranties of the Purchaser set forth in this Agreement qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, in each case, on and as of the Closing Date as if made on and as of the Closing Date (or, to the extent given as of a specific date, as of such date). The Company shall have received a certificate signed by an authorized signatory of the Purchaser, dated the Closing Date, to the foregoing effect;

(b) the Purchaser shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by the Purchaser on or prior to the Closing Date, and the Company shall have received a certificate signed by an authorized signatory of the Purchaser, dated the Closing Date, to the foregoing effect; and

(c) the Purchaser shall have delivered, or caused to be delivered, to the Company all of the items set forth in Section 4.3.

9.3 Conditions Precedent or Concurrent to Obligations of the Purchaser and the Company. The respective obligations of the Purchaser and the Company to consummate the Transactions are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by the Purchaser and the Company in whole or in part to the extent permitted by applicable Law):

(a) there shall not be in effect any Order by a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Transactions;

(b) the Bankruptcy Court shall have entered the Confirmation Order, which shall be in full force and effect and not subject to any stay;

(c) all conditions to the effectiveness of the Plan (other than the effectiveness of this Agreement) shall have been satisfied or waived in accordance with the terms thereof;

(d) the waiting period (and any extension thereof) applicable to, or clearance with respect to, the Transactions under Antitrust Laws in respect of the jurisdictions set forth on Schedule 8.3 shall have expired or been obtained or early termination shall have been granted, to the extent applicable; and

(e) all conditions to the effectiveness of the Exit Debt Financing shall have been (or will simultaneously with Closing be) satisfied or waived in accordance with the terms thereof and the Exit Debt Financing shall have been (or will simultaneously with Closing be) consummated.

9.4 Frustration of Closing Conditions. Neither the Purchaser nor the Company may rely on the failure of any condition set forth in Section 9.1, Section 9.2 or Section 9.3, as the case may be, if such failure was primarily caused by such Party's failure to comply with any provision of this Agreement.

ARTICLE X

NO SURVIVAL

10.1 No Survival of Representations and Warranties. None of the representations, warranties, covenants and agreements in this Agreement (other than the Fundamental Representations, which shall survive for a period of six (6) years following the Closing Date subject to Section 10.3(d)) or any Company Document or in any schedule, exhibit, instrument or other document referenced herein (in each case, other than the A&R LLC Agreement) shall survive the Closing, and all rights, claims and causes of action (whether in contract or in tort or otherwise, or whether at Law or in equity) with respect thereto shall terminate at Closing, and thereafter none of the parties hereto or any of their Affiliates or any of their respective current or former officers, directors, employees, partners, managers, members, advisors, consultants, agents or Representatives, or their respective successors and assigns shall have any liability whatsoever from and after Closing with respect to any such representation, warranty, covenant or agreement (other than the Fundamental Representations), and no claim for breach of any such representation or warranty, detrimental reliance or other right or remedy (whether in contract, in tort or at Law or in equity) may be brought after the Closing with respect thereto against the Company, Purchaser, their respective Affiliates and each of their respective current and former officers, directors, employees, partners, managers, members, advisors, consultants, agents or Representatives, or their respective successors and assigns (the "Released Group"), and there will be no liability in respect thereof, whether such liability has accrued prior to, on or after the

Closing, on the part of Purchaser, the Company, its Subsidiaries or any other member of the Released Group. Notwithstanding the foregoing, this shall not limit the survival of any covenant or agreement of the parties in respect of any covenant to be performed at the Closing or any covenant or agreement which by its terms is required to be performed or complied with, in whole or in part, on or after the Closing, which covenants and agreements shall survive the Closing. Notwithstanding anything herein to the contrary, no Party shall be relieved or released from any claims against such Party and Damages resulting from any such valid claim against such Party for actual fraud by such Party in the making of the representations and warranties made by such Party as expressly set forth in Article V and Article VI of this Agreement. For the avoidance of doubt and notwithstanding the foregoing, the survival periods set forth in this Section 10.1 shall not control with respect to the R&W Insurance Policy, which shall survive for the periods that shall control for the purposes thereunder.

10.2 Indemnification by Holdings. In the event of any breach of any Fundamental Representation prior to the sixth (6th) anniversary of the Closing Date, Holdings shall, subject to Section 10.3(c), indemnify, defend and hold harmless the Purchaser and its Affiliates and each of their respective officers, directors, employees, agents and representatives, and each of their respective heirs, executors, successors and assigns (the "Purchaser Indemnified Parties"), from and against any Damages resulting from, arising out of or based upon the breach of any Fundamental Representations, but only to the extent such Damages are not covered by the R&W Insurance Policy.

10.3 Indemnification Procedures.

(a) In order to pursue any claim for Damages pursuant to Section 10.2 (a "Claim"), Purchaser shall provide prompt written notice of any alleged breach of the Fundamental Representations promptly after becoming aware thereof, and in any case, within fifteen (15) days of becoming aware of such alleged breach. The failure of the Purchaser to promptly give a notice of any such Claim shall not release, waive or otherwise affect Holdings' obligation to provide indemnification with respect thereto except to the extent that Holdings or the Company is prejudiced as a result of such failure. Such notice of Claim by Purchaser shall describe the Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Damages that have been or may be sustained by Purchaser. Holdings shall have sixty (60) days after its receipt of such notice of Claim to respond in writing to such Claim. If Holdings does not so respond within such sixty (60) day period, Holdings shall be deemed to have agreed to such claim. If Holdings timely disputes its indemnity obligations for any Damages with respect to such Claim, the Parties shall proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations, such dispute shall be resolved by the Parties in a Legal Proceeding in an appropriate court of jurisdiction determined pursuant to Section 12.4.

(b) The Purchaser shall use reasonable best efforts to mitigate all Damages for which the Purchaser Indemnified Parties are entitled to indemnification pursuant to Section 10.2 (and for which such Purchaser Indemnified Party is entitled to a claim for indemnification), including by seeking recovery under the R&W Insurance Policy; provided, that the reasonable costs and expenses of such mitigation shall be included in the calculation of such Damages subject to indemnification hereunder.

(c) Any Damages which the Purchaser Indemnified Parties are entitled to indemnification pursuant to Section 10.2 shall be solely recoverable by an offset against distributions (other than Tax Distributions (as defined in the A&R LLC Agreement)) otherwise payable to Holdings pursuant to the A&R LLC Agreement.

(d) As promptly as practicable after December 31, 2019, the Company shall deliver to the Purchaser the audited consolidated annual financial reports of the Company and its consolidated Subsidiaries in accordance with Section 12.09 of the A&R LLC Agreement (as of, and for the period ended, December 31, 2019), together with a schedule setting forth the Company's good faith calculation of the aggregate amount of all Third Party Class 4 Claims (as of the Disclosure Statement Date, as of the date hereof and as of the Closing Date) itemized by vendor or other holder of each such Third Party Class 4 Claim and specifying which such Third Party Class 4 Claims are Warranty Claims (the financial reports and schedule required to be delivered pursuant to the foregoing, the "Required Class 4 Claims Deliverable"). The Purchaser shall have until the applicable Claims Objection Deadline to assert any claim for Damages pursuant to Section 10.2 based on a breach of the representations made in Section 5.5(c); provided that such Claims Objection Deadline shall be extended by the length of any period during which the Purchaser is pursuing, in good faith, recovery for any such Damages under the R&W Insurance Policy (but only with respect to Damages that the Purchaser is actually pursuing under the R&W Insurance Policy and so long as Purchaser provides written notice of such claim for Damages to the Company prior to applicable Claims Objection Deadline (prior to any extension thereof)); provided further that, for the avoidance of doubt, in no event shall the Purchaser be required to receive the Required Class 4 Claims Deliverable prior to asserting any such claim, which claim(s) may be asserted at any time after Closing through the applicable Claims Objection Deadline (as such deadline may be extended in accordance with the foregoing proviso). Notwithstanding anything in Section 10.2 to the contrary, (x) in no event shall the Purchaser Indemnified Parties be entitled to indemnification for Damages pursuant to Section 10.2 based on a breach of the representations made in Section 5.5(c) unless the aggregate amount of all Third Party Class 4 Claims as of any applicable measurement date exceeded $55,000,000 (and then only in respect of the amount in excess of such threshold) and (y) the maximum amount the Purchaser Indemnified Parties shall be entitled to recover pursuant to Section 10.2 based on a breach of the representations made in Section 5.5(c) is $20,000,000.

10.4 Calculation of Damages. The amount of any Damages for which indemnification is provided under this Article X shall be net of any amounts actually recovered by the Purchaser under other sources of indemnification, insurance policies (including the R&W Insurance Policy) or otherwise with respect to such Damages, provided, that the Purchaser shall use its reasonable best efforts to first seek recovery under the R&W Insurance Policy to the extent any such recovery would reasonably be expected to be available under the R&W Insurance Policy (it being understood and agreed that in no event shall the foregoing require the Purchaser to pursue or maintain any Legal Proceeding against any insurer). If the Purchaser mitigates its Damages through third-party reimbursement after Holdings has paid Purchaser in respect of such Damages, Purchaser must notify Holdings and pay to Holdings the extent of the value of the benefit to Purchaser of that mitigation promptly after the benefit is received (net of any costs of such mitigation or recovery). Notwithstanding anything to the contrary contained herein, Holdings shall not have any Liability for any obligations under this Agreement (including, for

the avoidance of doubt, its indemnification obligations pursuant to Section 10.2) for any amount in excess of the Purchase Price.

10.5 Exclusive Remedies. The sole recourse of the Purchaser from and after Closing against Holdings for any Damages, Legal Proceedings and Liabilities with respect to the matters described in this Article X, whether arising under this Agreement or other documents or under any other legal or equitable theory whatsoever (whether in contract, tort or otherwise), other than claims against a Party for actual fraud in the making of the representations and warranties made by such Party as expressly set forth in Article V and Article VI of this Agreement, shall be (in addition to any insured's rights available under the R&W Insurance Policy) a claim for indemnification in the manner set forth in this Article X and subject to the limitations set forth herein.

10.6 No Special Damages. Notwithstanding anything to the contrary elsewhere in this Agreement, no Party shall, in any event, be liable to any other Person for any incidental, indirect, special or punitive damages of such other Person relating to the breach or alleged breach hereof except to the extent such damages are payable to a third party, provided, however, that in no event shall the foregoing limit any Party's ability to establish that Damages include or should not include diminution in value.

10.7 Characterization of Payments. All payments made pursuant to this Article X shall be treated by the Parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by applicable Law.

ARTICLE XI

TAXES

11.1 Transfer Taxes. The Company shall be responsible for any sales, use, stamp, documentary, filing, recording, transfer or similar fees or Taxes or governmental charges (including any real property transfer Taxes, UCC-3 filing fees, real estate, aircraft and motor vehicle registration, title recording or filing fees and other amounts payable in respect of transfer filings, and including any interest and penalty thereon) payable in connection with the Closing ("Transfer Taxes"). The Company and the Purchaser shall cooperate and consult with each other prior to filing any Tax Returns in respect of Transfer Taxes, including by availing themselves of any permitted exemptions from the payment of Transfer Taxes, such as that provided under section 1146(a) of the Bankruptcy Code. The Company and the Purchaser shall cooperate and otherwise take reasonable best efforts to obtain any available refunds for Transfer Taxes.

ARTICLE XII

MISCELLANEOUS

12.1 Certain Expenses.

(a) At the Closing the Company shall pay, or cause to be paid, to Purchaser all reasonable out-of-pocket and reasonably documented fees, costs and expenses (including

reasonable outside financial, accounting, legal and other professional advisory fees, costs and expenses) incurred by Purchaser and its Affiliates in connection with Purchaser's evaluation, negotiation, and documentation of this Agreement and consummation of the Transactions, but in no event to exceed $3,000,000, by wire transfer of immediately available funds to such account or accounts as may be specified by Purchaser in writing no later than three (3) days prior to the Closing Date.

(b) Subject to Section 12.1(a), the Company and Purchaser shall each bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby. The Purchaser shall pay all filing fees in respect of the filings pursuant to Antitrust Laws with respect to the Transactions.

12.2 Injunctive Relief. Damages at law may be an inadequate remedy for the breach of any of the covenants, promises and agreements contained in this Agreement, and, accordingly, any Party shall be entitled to injunctive relief with respect to any such breach, including specific performance of such covenants, promises or agreements or an Order enjoining a Party from any threatened, or from the continuation of any actual, breach of the covenants, promises or agreements contained in this Agreement (and each Party hereby waives any requirement for the securing or posting of any bond or other security in connection therewith). The rights set forth in this Section 12.2 shall be in addition to any other rights which a Party may have at law or in equity pursuant to this Agreement.

12.3 Governing Law. To the extent not governed by the Bankruptcy Code, this Agreement shall be governed by and construed in accordance with the Laws of the State of New York applicable to Contracts made and performed in such State, without regard to any conflict of laws principles thereof.

12.4 Submission to Jurisdiction; Consent to Service of Process.

(a) Without limiting any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Transactions, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 12.7; provided, however, that if the Chapter 11 Cases have closed, or the Bankruptcy Court is determined not to have appropriate jurisdiction, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York sitting in New York County or the Commercial Division, Civil Branch of the Supreme Court of the State of New York sitting in New York County and any appellate court from any thereof, for the resolution of any such claim or dispute. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties agrees that a judgment in any such

dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each of the Parties hereby consents to process being served by any Party in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 12.7.

12.5 WAIVER OF RIGHT TO TRIAL BY JURY. EACH PARTY HERETO WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, MATTER OR PROCEEDING BASED UPON, ARISING OUT OF, OR RELATED TO THIS AGREEMENT, ANY PROVISION HEREOF OR ANY OF THE TRANSACTIONS.

12.6 Entire Agreement; Amendments and Waivers. This Agreement (including the Schedules and Exhibits) represents the entire understanding and agreement among the Parties with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

12.7 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when received, if delivered personally by hand, (b) when received, if sent by courier, certified mail, registered mail, or (c) if sent by e-mail or facsimile, upon transmission (provided that a copy is also sent by one of the methods described in the foregoing clauses (a) or (b)), in each case, at the following addresses (or to such other address as a Party may have specified by notice given to the other Party pursuant to this provision):

If to the Company or to Holdings, to:

The NORDAM Group, Inc.
6910 North Whirlpool Drive
Tulsa, Oklahoma 74117
Attention.: Meredith Siegfried Madden
email: Meredith@nordam.com

With a copy (which shall not constitute notice) to:

Weil, Gotshal & Manges LLP

767 Fifth Avenue
New York, NY 10153
Attention: Ryan Preston Dahl; Brian Gingold; Jill Frizzley
email: ryan.dahl@weil.com; brian.gingold@weil.com; jill.frizzley@weil.com

Al Givray, General Counsel
c/o The NORDAM Group, Inc.
6910 North Whirlpool Drive
Tulsa, Oklahoma 74117
email: agivray@nordam.com

If to the Purchaser, to:

c/o the Carlyle Group
520 Madison Avenue
New York, NY 10022
Attention: Shary Moalemzadeh
Evan Middleton
email: Shary.Moalemzadeh@carlyle.com
Evan.Middleton@carlyle.com

With a copy (which shall not constitute notice) to:

Latham & Watkins LLP
555 Eleventh Street, NW
Suite 1000
Washington, DC 20004
Attention: Paul Sheridan
J. Cory Tull
email: Paul.Sheridan@lw.com
Cory.Tull@lw.com

12.8 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any Law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.

12.9 Assignment. This Agreement and the rights and obligations hereunder will not be assignable or transferable by any Party without the prior written consent of the other Party hereto. Any attempted assignment in violation of this Section 12.9 will be void. Subject to the preceding sentences, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

12.10 No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors and permitted assigns and, nothing herein, express or implied, is intended to or shall confer upon any Person (including without limitation any creditor of the Company) other than the Company, the Purchaser, the Purchaser Indemnified Parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

12.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Facsimiles, e-mail transmission of .pdf signatures or other electronic copies of signatures shall be deemed to be originals.

12.12 Company Fiduciary Duties. Prior to the Closing, nothing in this Agreement shall require the Company or its directors, officers, managers, or members, each in its capacity as such, to take or refrain from taking any action if to do so would be a violation of its or their fiduciary obligations under applicable Law (as reasonably determined in good faith after consultation with legal counsel); provided that in no event shall the foregoing be deemed to release the Company from any liability for any breach of any term of this Agreement or otherwise limit Purchaser's rights hereunder (including pursuant to Sections 4.5, 4.7 or 4.8).

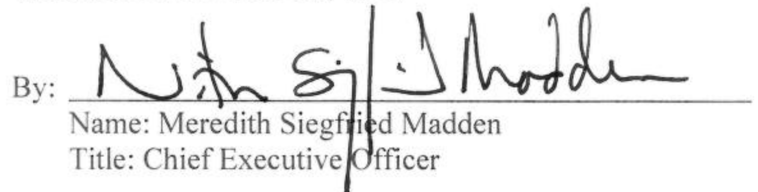
12.13 Non-Recourse. This Agreement may only be enforced against, and any Legal Proceeding based upon, arising out of or related to this Agreement may only be made or asserted against (and is expressly limited to) the Persons that are expressly named as Parties to this Agreement and then only with respect to the specific obligations set forth herein with respect to such Party. Except to the extent named as a Party to this Agreement, and then only to the extent of the specific obligations of such Parties set forth in this Agreement, no Person who is not a Party and signatory hereto (including, (a) any former, current or future direct or indirect equity holder, controlling Person, management company, incorporator, member, partner, manager, director, officer, agent, Affiliate, assignee or other Representative of, and lender to (all above-described Persons in this sub-clause (a), collectively, "Affiliated Persons") a Party hereto or any Affiliate of such Party, and (b) any Affiliated Persons of such Affiliated Persons (the Persons in sub-clauses (a) and (b), together with their respective successors, assigns, heirs, executors or administrators, collectively, but specifically excluding the Parties hereto, "Non-Parties")) shall have any liability (whether in contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or liabilities of any of the Parties to this Agreement or for any Legal Proceeding based upon, arising out of or related to this Agreement. Without limiting the foregoing, no claim or cause of action will be brought or maintained by Purchaser against any of the Non-Parties, and no recourse of any kind will be sought or granted against any of them, by virtue of or based upon any alleged misrepresentation or inaccuracy in or breach of any of the representations, warranties, covenants or agreements of the Company or any other Person set forth in this Agreement, any certificate, instrument, opinion or other documents delivered hereunder, the subject matter of this Agreement, the ownership, operation, management, use or control of the businesses of the Company or any of its Subsidiaries, any of their respective assets, any of the Transactions or any actions or omissions at or prior to the Closing Date.

[Signature Page Follows]

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

COMPANY

THE NORDAM GROUP, INC.



By: ______________________________
Name: Meredith Siegfried Madden
Title: Chief Executive Officer

PURCHASER:

AMELIA ACQUISITION L.L.C.

By:
Name: SHARY MOALEMZADEH
Title: Managing Director

EXHIBIT A

Form of A&R LLC Agreement

See Exhibit A to the Plan Supplement.

EXHIBIT B

Form of Confirmation Order

See attached.

Exhibit B

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re	:	**Chapter 11**
	:	
THE NORDAM GROUP, INC., *et al.*,	:	**Case No. 18-11699 (MFW)**
	:	
Debtors.[1]	:	**(Jointly Administered)**

ORDER (I) APPROVING DISCLOSURE STATEMENT ON FINAL BASIS AND (II) CONFIRMING JOINT POSTPACKAGED CHAPTER 11 PLAN

Upon the filing by The NORDAM Group, Inc. and its debtor affiliates, as debtors and debtors in possession (collectively, the "**Debtors**") of the *First Amended Joint Postpackaged Chapter 11 Plan of Reorganization of The NORDAM Group, Inc. and Its Debtor Affiliates (with Technical Modifications)* on [●], 2019 (ECF No. [●]) (as amended, the "**Plan**")[2] which is attached hereto as **Exhibit A**; and this Court previously having conditionally approved the *Disclosure Statement for the First Amended Joint Postpackaged Chapter 11 Plan of Reorganization of The NORDAM Group, Inc. and Its Debtor Affiliates* (ECF No. 781) (as amended, the "**Disclosure Statement**") and approved the solicitation procedures related to the Disclosure Statement, in each case pursuant to the *Order (I) Conditionally Approving Disclosure Statement; (II) Scheduling Combined Hearing to Approve Disclosure Statement and Confirm Postpackaged Chapter 11 Plan; (III) Approving Solicitation Procedures; (IV) Approving Form and Procedures for Plan Supplement; and (V) Granting Related Relief* entered on January 3,

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are The NORDAM Group, Inc. (7803); Nacelle Manufacturing 1 LLC (3107); Nacelle Manufacturing 23 LLC (5528); PartPilot LLC (5261); and TNG DISC, Inc. (9726). The Debtors' corporate headquarters and service address is 6910 North Whirlpool Drive, Tulsa, Oklahoma 74117.

[2] Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Plan, the Plan Supplement, and the Disclosure Statement, as applicable.

2019 (ECF No. 838) (the "**Solicitation Order**"); and the Debtors having served the Disclosure Statement and related solicitation materials pursuant to the Solicitation Order as set forth in the *Solicitation Affidavit* (ECF No. 885); and the Debtors having filed the Plan Supplement on March [●], 2019 (ECF No. [●]) (as may be further amended or supplemented, the "**Plan Supplement**"); and the Debtors having filed the Voting Certification on March [●], 2019 (ECF No. [●]) (the "**Voting Certification**") and the *Debtors' Memorandum of Law in Support of (I) Final Approval of Disclosure Statement for First Amended Joint Postpackaged Chapter 11 Plan, and (II) Confirmation of First Amended Joint Postpackaged Chapter 11 Plan* on March [●], 2019 (ECF No. [●]); and this Court having held a hearing on March [●], 2019 to consider final approval of the Disclosure Statement and confirmation of the Plan (the "**Combined Hearing**"); and upon the evidence adduced at, and the record of, the Combined Hearing; and upon the record of these chapter 11 cases; and after due deliberation:

THIS COURT HEREBY FINDS:

1. The Disclosure Statement provided holders of interests entitled to vote on the Plan with adequate information to make an informed decision as to whether to vote to accept or reject the Plan in accordance with section 1125(a)(1) of the Bankruptcy Code.

2. The Disclosure Statement (including all exhibits thereto) provided holders of interests, and other parties in interest with sufficient notice of the injunction, exculpation, and release provisions contained in Article VIII of the Plan, in satisfaction of the requirements of Bankruptcy Rule 3016(c).

3. Notice of the Combined Hearing was adequate pursuant to Bankruptcy Rules 2002 and 3020.

4. The Plan was solicited in good faith and in compliance with applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

5. The holders of interests in Class 7 are impaired under the Plan and have voted to accept the Plan in the numbers and amounts required by section 1126(d) of the Bankruptcy Code.

6. Each of the Released Parties has made a substantial contribution to the Plan and to the Debtors' reorganization, and the releases contained in Article VIII of the Plan are an essential component of the Plan. In addition, the third party releases contained in Article VIII.D of the Plan are consensual in that all parties to be bound by such releases were given due and adequate notice thereof and sufficient opportunity and instruction to object to or elect to opt out of such releases. Accordingly, the releases contained in Article VIII of the Plan are: (a) in exchange for the good and valuable consideration provided by the Released Parties; (b) a good faith settlement and compromise of the Claims and Causes of Action released by Article VIII of the Plan; (c) in the best interests of the Debtors' estates; (d) fair, equitable, and reasonable; and (e) given and made after due notice and opportunity for hearing.

7. The exculpation provided by Article VIII.E of the Plan for the benefit of the Exculpated Parties is appropriately tailored to the circumstances of these cases.

8. The notice of contract assumption and notice of contract assignment (in the forms approved by the Solicitation Order) provided counterparties to the executory contracts and unexpired leases designated therein with sufficient notice of (a) the proposed assumption or assignment of such executory contracts and unexpired leases and (b) the manner and timing for payment of any cure amounts. Furthermore, the Plan's provisions regarding assumption and assignment of executory contracts represent a proper exercise of the Debtors' business judgment and were given and made after due notice and opportunity for hearing.

FURTHER, IT IS HEREBY ORDERED THAT:

A. Final Approval of Disclosure Statement

9. The Disclosure Statement is approved on a final basis as having adequate information as contemplated by section 1125(a)(1) of the Bankruptcy Code.

B. Confirmation of Plan

10. The Plan is confirmed pursuant to section 1129 of the Bankruptcy Code. The Debtors and the Reorganized Debtors (as applicable) are authorized to take all actions required to effectuate the Plan and the transactions contemplated therein, including the Tax-Free Reorganization, entry into the Investment Agreement (and consummation of the transactions contemplated thereby), issuance of New Units and NewCo Shares, and entry into the Exit Facilities (and consummation of the transactions contemplated thereby).

11. All objections to the Plan that have not been withdrawn or resolved before the Combined Hearing are hereby overruled.

12. The terms of the Plan, the Plan Supplement, and the exhibits thereto are incorporated herein by reference, and are an integral part of this Order. The terms of the Plan, the Plan Supplement, all exhibits thereto, and all other relevant and necessary documents shall be effective and binding as of the Effective Date. The failure to specifically include or refer to any particular article, section, or provision of the Plan, the Plan Supplement, or any related document in this Order does not diminish or impair the effectiveness or enforceability of such article, section, or provision.

13. The Debtors and the Reorganized Debtors (as applicable) are authorized on or before the Effective Date to enter into, and take such actions as may be necessary or desirable to perform under the Exit Facilities and all other documents or agreements related thereto, and all

transactions contemplated thereby, including the payment or reimbursement of any fees, indemnities, and expenses under or pursuant to any such documents and agreements entered into or delivered in connection therewith. The Exit Facilities and each of the Exit Facility Documents constitute legal, valid and binding obligations of the Reorganized Debtors. Upon the closing of the Exit Facilities, the agents and lenders thereunder shall have valid, binding, perfected and enforceable Liens on, and security interests in, the collateral specified in the Exit Facility Documents, as applicable, with the priorities set forth in the Exit Facility Documents, and subject only to such Liens and security interests as may be permitted under the Exit Facility Documents, as applicable, and the Reorganized Debtors and the agents and lenders granted such Liens and security interests are each hereby authorized to make any and all filings and recordings necessary or desirable in connection with such Liens and security interests. The obligations, guarantees, mortgages, pledges, Liens and security interests granted pursuant to or in connection with the Exit Facilities are, in each case, granted in good faith, for good and valuable consideration and for legitimate business purposes as an inducement to the lenders to extend credit thereunder and shall be, and hereby are, deemed not to constitute a fraudulent conveyance or fraudulent transfer and shall not otherwise be subject to avoidance, equitable subordination, or recharacterization and shall constitute legal, valid, binding and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms.

14. The compromises and settlements set forth in the Plan are approved, and will be effective immediately and binding on all parties in interest on the Effective Date pursuant to Bankruptcy Rule 9019.

15. As set forth in Article V of the Plan, subject to the payment of any cure amounts, all prepetition executory contracts and unexpired leases not otherwise assumed or rejected are

deemed assumed by the applicable Reorganized Debtor, other than the executory contracts or unexpired leases (a) identified on the Schedule of Assigned GAC Contracts, which will be deemed assumed and assigned to Gulfstream on the Effective Date, (b) identified on the Schedule of Rejected Contracts, which will be deemed rejected on the Effective Date, (c) previously assumed or rejected by a final order; or (d) subject to a motion to assume or reject that is pending as of the date hereof.

16. Pursuant to Bankruptcy Rule 3020(c)(1), the following provisions in the Plan are hereby approved and will be effective immediately on the Effective Date without further order or action by this Court or any other Entity: (a) Releases by Debtors (Article VIII.C); (b) Releases by Holders of Claims or Interests (Article VIII.D); (c) Exculpation (Article VIII.E); and (d) Injunction (Article VIII.F).

17. The Debtors shall cause to be served a notice of the entry of this Order (the "**Confirmation Notice**") and occurrence of the Effective Date (the "**Notice of Effective Date**") upon (a) all parties listed in the creditor matrix maintained by Epiq Bankruptcy Solutions, LLC and (b) such additional persons and entities as deemed appropriate by the Debtors, no later than five business days after the Effective Date.

C. Miscellaneous

18. Notwithstanding Bankruptcy Rule 3020(e), the terms and conditions of this Order will be effective and enforceable immediately upon its entry.

19. Subject to Article XII.J of the Plan, this Order constitutes all other authority required by the laws, rules or regulations of any state or any other governmental authority with respect to the implementation and consummation of the Plan and any other acts that may be necessary or appropriate for the implementation or consummation of the Plan.

20. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order and all matters arising in and under, and related to, these chapter 11 cases, as set forth in Article XI of the Plan and section 1142 of the Bankruptcy Code.

21. Except as otherwise may be provided in the Plan, notice of all subsequent pleadings in these cases after the Effective Date shall be limited to the following parties: (a) the Reorganized Debtors and their counsel, (b) the U.S. Trustee, and (c) any party known to be directly affected by the relief sought.

EXHIBIT C

Equity Commitment Letter

This exhibit contains confidential information but will be provided in advance of the Combined Hearing (a) to the Court and U.S. Trustee and (b) to other parties in interest upon written request to the Debtors subject to reasonable and appropriate confidentiality protections.

EXHIBIT D

Exit Debt Terms

See Exhibit D to the Plan Supplement. Debt Term Sheets filed separately.

EXHIBIT E

Closing No Claims Declaration

See attached.

Exhibit E

ROLLOVER SELLERS CLOSING NO CLAIMS DECLARATION

Project Caerus
Policy No. 16939H180082

I, ______, acknowledge that this Rollover Sellers Closing No Claims Declaration is required to be provided in relation to Policy No. 16939H180082 issued by the Insurers to the Named Insured. Capitalized terms have the meaning assigned to them in the Policy. The undersigned hereby declares as of immediately prior to the Closing Date:

1. The Transaction Agreement, together with the schedules and exhibits attached thereto, and any agreements referred to therein, represents as of the date hereof, the material documents executed and delivered by the parties thereof concerning the matters described therein;

2. I have read, and to my understanding the other Rollover Sellers Representative has read, the Transaction Agreement;

3. I do not have, and to my understanding, the other Rollover Sellers Representative does not have, Actual Knowledge of any Interim Breach, except as provided below:

   ____

4. I acknowledge that the Policy reference above excludes any Loss to the extent such portion of Loss proximately relates to a material inaccuracy in the substantive content of this Rollover Sellers Closing No Claims Declaration, but only to the extent such Loss is related to the substantive content of such material inaccuracy and the Insurers are actually and materially prejudiced thereby or any Interim Breach disclosed as of the date of this Rollover Sellers Closing No Claims Declaration, and provided further that application of this provision shall only apply to diminish recovery hereunder by the Rollover Sellers Percentage.

Sign Name: ____________________________

Print Name:

Title:

Date:

Exhibit F

Restructuring Support Agreement

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT, dated as of March 3, 2019 (together with all exhibits and attachments hereto, as amended, supplemented or otherwise modified from time to time, this "**Agreement**"), is entered into by and among (i) the undersigned holders (collectively, and each solely in their capacity as such holders and in no other capacity, the "**NORDAM Equity Holders**") of equity interests (the "**Interests**") in The NORDAM Group, Inc. ("**NORDAM**"), (ii) Amelia Acquisition L.L.C. (the "**New Investor**") and (iii) NORDAM and its subsidiaries Nacelle Manufacturing 1 LLC, Nacelle Manufacturing 23 LLC, PartPilot LLC and TNG DISC, Inc. (each individually, a "**Debtor**" and collectively, the "**Debtors**") . The NORDAM Equity Holders, the New Investor and each of the Debtors, and any subsequent person or entity that becomes a party hereto in accordance with the terms hereof, are referred to herein as the "**Parties**" and individually as a "**Party**". Capitalized terms used herein and not otherwise defined herein have the meanings assigned thereto in the Plan (defined below).

W I T N E S S E T H:

WHEREAS, on July 22, 2018, the Debtors commenced voluntary chapter 11 cases (the "**Chapter 11 Cases**") under title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**");

WHEREAS, on January 3, 2019, the Debtors filed with the Bankruptcy Court the *First Amended Joint Postpackaged Chapter 11 Plan of Reorganization of The NORDAM Group, Inc. and its Debtor Affiliates* [Docket No. 848] (as the same may be amended, modified or supplemented in accordance with its terms, the "**Plan**"), which contemplates a restructuring (the "**Restructuring**") of the Debtors pursuant to which, among other things, the New Investor and the Debtors will enter into the Investment Agreement (defined below) pursuant to which the New Investor will make a cash investment in exchange for the issuance of New Units (as defined in the Plan);

WHEREAS, on the date hereof, NORDAM and the New Investor have entered into an Investment Agreement (the "**Investment Agreement**"), which Investment Agreement is the investment agreement contemplated by the Plan;

WHEREAS the holders of Interests in NORDAM have been classified in Class 7 of the Plan, which is the only Class that is impaired under the Plan and entitled to vote with respect to the Plan;

WHEREAS, certain of the NORDAM Equity Holders identified as a VIE Lender on their signature pages hereto (the "**VIE Parties**") have the ability (each in their capacity as an officer, manager, or director of such VIE Lender) to control the VIE Lenders; and

WHEREAS, the NORDAM Equity Holders desire to confirm their support and commitment in respect of the Restructuring, the Plan and the Investment Agreement as set forth herein, and have agreed to enter into this Agreement to induce the New Investor to enter into the Investment Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. **Plan.** The Plan is expressly incorporated herein by reference and made a part of this Agreement as if fully set forth herein. The Plan sets forth the terms and conditions of the Restructuring. The Plan and this Agreement shall be read and construed as one agreement. For the avoidance of doubt, references to the "Plan" in this Agreement shall mean the Plan as contemplated to be supplemented to incorporate the terms of the Investment Agreement.

Section 2. **Support for the Restructuring.** Subject to Section 3 hereof in all respects, each of the NORDAM Equity Holders agrees and covenants that it will:

(a) support confirmation of the Plan, including the solicitation, confirmation, and consummation of the Plan, as may be applicable, and will not direct and/or instruct any entity to take any actions inconsistent with this Agreement and/or the Plan, including by (i) solely in the case of the NORDAM Equity Holders, timely voting or causing to be voted all Interests that it holds, controls, or has the ability to control, to accept the Plan by delivering its duly executed and completed ballot or ballots, as applicable, accepting the Plan on a timely basis pursuant to the solicitation of votes in accordance with sections 1125 and 1126 of the Bankruptcy Code; and not changing or withdrawing such vote (or causing or directing such vote to be changed or withdrawn); and (ii) not directly or indirectly (A) objecting to, delaying, impeding, or taking any other action to interfere with the acceptance, implementation, or consummation of the Plan or (B) proposing, supporting, voting for, seeking, pursuing, initiating, assisting, joining in, participating in the formulation of or entering into negotiations or discussions with any entity regarding, any restructuring, workout, plan of arrangement, settlement, or plan of reorganization for the Debtors other than the Plan and the Restructuring contemplated therein;

(b) use reasonable best efforts to support and consummate the Restructuring contemplated by the Plan, as applicable, and execute any document and give any notice, order, instruction, or direction reasonably necessary to support, facilitate, implement, consummate, or otherwise give effect to the Restructuring contemplated by the Plan, as applicable, and act in good faith and take all commercially reasonable actions contemplated by the Plan, and any other documents contemplated hereby and thereby and consummate the Restructuring in a manner consistent with this Agreement and the Plan;

(c) in the event the Termination Expense Reimbursement and/or the Termination Fee (as such terms are defined in the Investment Agreement) become payable pursuant to the terms of the Investment Agreement (or would have become payable if the Investment Agreement was effective and legally binding on the Company as of the date hereof (notwithstanding anything in Section 4.4(b) of the Investment Agreement or applicable law to the contrary)), use reasonable best efforts to cause the Termination Expense Reimbursement and/or the Termination Fee, as applicable, to be paid to the New Investor by the Company, to the maximum extent permitted by law, including by supporting the payments of such amounts as an administrative expense in the Chapter 11 Cases (including, but not limited to, supporting any motion that the New Investor files with the Bankruptcy Court seeking payment of the fee as an

administrative expense pursuant to section 503(b)(3)(D) of the Bankruptcy Code or other applicable provision of the Bankruptcy Code); provided that the obligations of each NORDAM Equity Holder pursuant to this Section 2(c) shall be several and not joint and several; and

(d) solely with respect to the VIE Parties, cause the VIE Lenders, promptly (and in any event within three Business Days) after receipt of the VIE Note Amount in accordance with the Plan, to repay in full all Indebtedness (as defined in the Investment Agreement) under the *Credit Agreement* dated March 29, 2018 between Arvest Bank, Cherokee Partners, L.L.C. and the other borrower parties thereto; provided that the obligations of any VIE Party under this Section 2(d) shall be several and not joint (as determined by reference to such Parties' status as a VIE Lender).

Section 3. **Additional Agreements.**

The Parties acknowledge that nothing herein (i) requires or permits any NORDAM Equity Holder to alter, affect, or otherwise modify the composition, authority, or decision-making ability of the Restructuring Committee (as defined in the Investment Agreement) on behalf of the Debtors, (ii) shall alter, affect, or otherwise modify any fiduciary duties that may be owed to the Debtors by its directors or officers in their capacities as such, or (iii) requires any NORDAM Equity Holder to pursue litigation against the Debtors to the extent that such litigation would require the NORDAM Equity Holders to incur material financial obligations or expenses (including the incurrence of attorneys' fees, costs, or expenses).

Section 4. **Mutual Representations and Warranties.**

(a) Each of the Parties, severally and not jointly, represents and warrants to each other Party as follows, in each case with respect to the Debtors, subject to any limitation or approval arising from or required by the commencement of the Chapter 11 Cases:

(i) It has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its respective obligations under, this Agreement.

(ii) The execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized by all necessary action on its part.

(iii) This Agreement is a legally valid and binding obligation of such Party, enforceable against it in accordance with its terms.

(b) Each of the NORDAM Equity Holders represents and warrants to the other Parties that it is the sole record and beneficial owner of the Interests set forth on its signature page hereto, such Interests constitute the percentage of all equity interests in NORDAM set forth on its signature page hereto, and such NORDAM Equity Holder has full power and authority to bind and act on behalf of, vote and consent to all matters concerning, such Interests and to dispose of, exchange, assign and transfer such Interests.

Section 5. **Transfers.** Each of the NORDAM Equity Holders agrees and covenants that such NORDAM Equity Holder shall not, directly or indirectly, sell, pledge, hypothecate, or otherwise assign, participate or transfer any Interest, or sell or provide any option, right to acquire, or voting, participation, or other interest in any Interest, except (i) to another NORDAM Equity Holder that is a Party to this Agreement, or (ii) for estate planning purposes in accordance with the *Preincorporation Subscription Agreement* dated March 27, 1977; provided that, as a condition to any such transaction pursuant to this clause (ii), such transferee agrees to become a party to this Agreement on terms reasonably acceptable to the New Investor and the Debtors.

Section 6. **Effectiveness.**

(a) This Agreement shall be effective and legally binding on each of the NORDAM Equity Holders and the New Investor immediately upon execution and delivery of its signature page to the other Parties.

(b) This Agreement shall be effective and legally binding upon the Debtors immediately upon the occurrence of both (i) each Debtor's execution and delivery of its signature page to the other Parties and (ii) entry of the Confirmation Order.

Section 7. **Termination.**

(a) This Agreement may be terminated by mutual, written agreement among (i) the NORDAM Equity Holders holding not less than 66 2/3% of all NORDAM Equity Interests (collectively, the "Requisite Interest Holders") as of the date of such determination, (ii) the New Investor, and (iii) the Debtors.

(b) This Agreement shall terminate automatically and without further action by any Party upon the Effective Date of the Plan; provided that the obligations of the VIE Parties pursuant to Section 2(d) shall survive any such termination.

(c) This Agreement shall terminate automatically and without further action by any Party if the Investment Agreement terminates for any reason other than a breach arising from the Requisite Interest Holders failing to timely deliver ballots sufficient to confirm the Plan; provided that the obligations of the NORDAM Equity Holders pursuant to Section 2(c) shall survive any such termination.

(d) (c) The effectiveness of this Agreement as legally binding on the Debtors may be terminated by the Debtors if the Restructuring Committee (as defined in the Investment Agreement) at any time determines in good faith that continued performance hereunder would be inconsistent with the Debtors' fiduciary duties.

(e) Upon termination of this Agreement, no Party shall have any obligations or liabilities to any other Party under this Agreement except as provided herein (including, for the avoidance of doubt, pursuant to Section 2(d) hereof).

Section 8. **Miscellaneous.**

(a) Amendments. This Agreement may not be modified, amended, or supplemented except in writing signed by the Debtors, the New Investor and the Requisite Interest Holders.

(b) Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflict of laws of the State of New York. By its execution and delivery of this Agreement, each of the Parties hereto hereby irrevocably and unconditionally agrees for itself that any legal action, suit, or proceeding against it with respect to any matter under or arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered in any such action, suit, or proceeding, shall be brought in a federal court of competent jurisdiction in the Southern District of New York. By execution and delivery of this Agreement, each of the Parties hereto hereby irrevocably accepts and submits to the nonexclusive jurisdiction of such court, generally and unconditionally, with respect to any such action, suit, or proceeding.

(c) Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when received, if delivered personally by hand, (b) when received, if sent by courier, certified mail or registered mail, or (c) if sent by e-mail or facsimile, upon transmission (provided that a copy is also sent by one of the methods described in the foregoing clauses (a) or (b)), in each case, at the following addresses (or to such other address as a Party may have specified by notice given to the other Parties pursuant to this provision):

If to NORDAM, to:

The NORDAM Group, Inc.
6910 North Whirlpool Drive
Tulsa, Oklahoma 74117
Attention: Meredith Siegfried Madden
email: Meredith@nordam.com

With a copy (which shall not constitute notice) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
Attention: Ryan Preston Dahl; Brian Gingold; Jill Frizzley
email: ryan.dahl@weil.com; brian.gingold@weil.com; jill.frizzley@weil.com

Al Givray, General Counsel
c/o The NORDAM Group, Inc.
6910 North Whirlpool Drive
Tulsa, Oklahoma 74117

email: agivray@nordam.com

If to the New Investor, to:

c/o the Carlyle Group
520 Madison Avenue
New York, NY 10022
Attention: Shary Moalemzadeh
Evan Middleton
email: Shary.Moalemzadeh@carlyle.com
Evan.Middleton@carlyle.com

With a copy (which shall not constitute notice) to:

Latham & Watkins LLP
555 Eleventh Street, NW
Suite 1000
Washington, DC 20004
Attention: Paul Sheridan
J. Cory Tull
email: Paul.Sheridan@lw.com
Cory.Tull@lw.com

If to the NORDAM Equity Holders, to:

The NORDAM Group, Inc.
6910 North Whirlpool Drive
Tulsa, Oklahoma 74117
Attention: Meredith Siegfried Madden
email: Meredith@nordam.com

With a copy (which shall not constitute notice) to:

DLA Piper LLP (US)
1251 Avenue of the Americas
New York, New York 10020
Attention: Richard A. Chesley
email: richard.chesley@dlapiper.com

(d) Entire Agreement. This Agreement, including the Exhibit hereto, constitutes the full and entire understanding and agreement among the Parties with regard to the subject matter hereof, and supersedes all prior agreements with respect to the subject matter hereof.

(e) Headings. The headings of the paragraphs and subparagraphs of this Agreement are inserted for convenience only and shall not affect the interpretation hereof.

(f) Assignment. This Agreement and the rights and obligations hereunder will not be assignable or transferable by any Party without the prior written consent of the other Parties hereto. Any attempted assignment in violation of this Section 8(f) will be void. Subject to the preceding sentences, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(g) Specific Performance. Each Party hereto recognizes and acknowledges that a breach by it of any covenants or agreements contained in this Agreement will cause other parties to sustain damages for which such parties would not have an adequate remedy at law for money damages, and therefore each Party hereto agrees that in the event of any such breach, such other parties shall be entitled to the remedy of specific performance of such covenants and agreements and injunctive and other equitable relief in addition to any other remedy to which such parties may be entitled, at law or in equity, and each Party hereby waives any requirement for the securing or posting of any bond or other security in connection therewith.

(h) Remedies Cumulative. Subject in all respects to Section 3 hereof, all rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such party.

(i) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Delivery of an executed signature page of this Agreement by email shall be as effective as delivery of a manually executed signature page of this Agreement.

(j) Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(k) No Third-Party Beneficiaries. Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties, and no other person or entity shall be a third party beneficiary hereof.

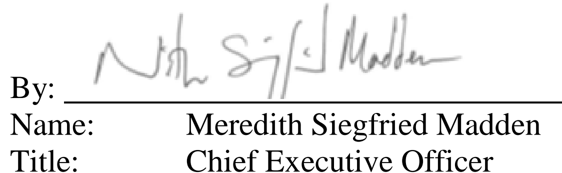
(l) Consideration. It is hereby acknowledged by the Parties hereto that, other than the agreements, covenants, representations, and warranties set forth herein and in the Plan (once consummated), no consideration shall be due or paid to a Party for their agreement to approve the Restructuring in accordance with the terms and conditions of this Agreement.

(m) Receipt of Adequate Information; Representation by Counsel. Each Party acknowledges that it has received adequate information to enter into this Agreement and that it has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would provide any party with a defense to the enforcement of the terms of this Agreement against such party shall have no application and is expressly waived. The provisions of the Agreement shall be interpreted in a reasonable manner to effect the intent of the Parties.

[**Signature Page Follows**]

NORDAM

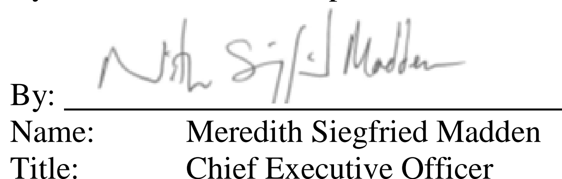
The NORDAM Group, Inc.



By: ______________________________
Name: Meredith Siegfried Madden
Title: Chief Executive Officer

Nacelle Manufacturing 1 LLC

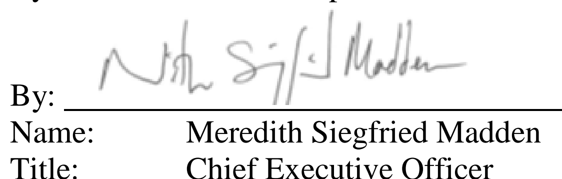
By The NORDAM Group, Inc., Sole Member



By: ______________________________
Name: Meredith Siegfried Madden
Title: Chief Executive Officer

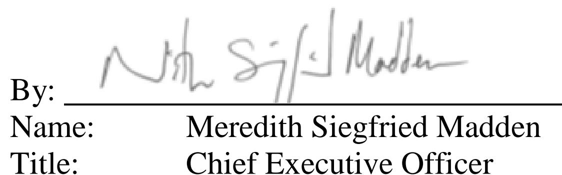
Nacelle Manufacturing 23 LLC

By The NORDAM Group, Inc., Sole Member



By: ______________________________
Name: Meredith Siegfried Madden
Title: Chief Executive Officer

PartPilot LLC



By: ______________________________
Name: Meredith Siegfried Madden
Title: Chief Executive Officer

TNG DISC, Inc.

By: ______________________________
Name: T. Hastings Siegfried
Title: President

Exhibit G

Initial Directors, Managers, or Officers of Reorganized Debtors

Initial Directors, Managers, or Officers of Reorganized Debtors

I. Reorganized NORDAM Parent

Name & Position	Responsibilities & Experience
Meredith Siegfried Madden *Manager and Chief Executive Officer*	Meredith Siegfried Madden was appointed chief executive officer of NORDAM in July of 2011. Before becoming CEO, she was chief operating officer, then president, responsible for all repair and manufacturing operations in the United States, Europe and Asia. She currently is also a member of the board of directors of NORDAM.
Paul Kenneth Lackey, Jr. *Manager and Chairman*	Ken Lackey was appointed chairman of the NORDAM board of directors in October of 2005. Before becoming chairman, he served as NORDAM's chief executive officer and president. Prior to becoming chief executive officer, Lackey was the president and chief operating officer of NORDAM and before that role, he served as the executive vice president and chief financial officer.
William L. Peacher *Manager*	William L. Peacher is a past chief executive officer of NORDAM and currently is a member of the board of directors. Peacher was senior vice president and chief operating officer of NORDAM's Repair Group and was formerly NORDAM's chief financial officer.
Shary Moalemzadeh *Manager*	Shary Moalemzadeh is a Managing Director with The Carlyle Group and Co-Head of Carlyle Strategic Partners, the firm's special situation franchise. Mr. Moalemzadeh is a founding member of Carlyle Strategic Partners having joined the firm in 2003. Prior to joining Carlyle, Mr. Moalemzadeh was a Principal and founding member of Jacksons LLC, a New York-based private equity firm. Prior to that, Mr. Moalemzadeh worked at Vestar Capital Partners, a New York-based leveraged buyout firm focused on management buyouts and recapitalizations. Before joining Vestar Capital Partners, Mr. Moalemzadeh worked in the Leveraged Finance Group at Merrill Lynch. Mr. Moalemzadeh currently serves on the Board of Directors of AFGlobal, Basin Production & Completion, Liberty Tire, Service King and Sterling LLC and has previously served on the boards of directors of numerous companies. Mr. Moalemzadeh received a Bachelor of Science in finance and graduated cum laude from New York University's Stern School of Business.
Evan Middleton *Manager*	Evan Middleton is a Managing Director with The Carlyle Group, focusing on special situations investment opportunities. Prior to joining Carlyle in September 2015, Mr. Middleton spent eight years at American Securities Opportunities Fund, a New York-based private equity firm and was ultimately a Managing Director. Before American Securities, Mr. Middleton was a Vice President at Evercore Partners, a leading independent investment banking advisory firm, where he was involved in numerous restructurings, recapitalizations, and M&A transactions. Mr. Middleton currently serves on the Board of Directors of AFGlobal, Basin Production and Completion, and Liberty Tire and has previously served on the boards of directors of numerous companies. Mr. Middleton received a Bachelor of the Arts in mathematics and economics, with a minor in Japanese language, from the University of Virginia.
TBD *Manager*	The identity of this manager will be disclosed at or before the hearing to consider final approval of the disclosure statement and confirmation of the plan.
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TBD *Manager*	The identity of this manager will be disclosed at or before the hearing to consider final approval of the disclosure statement and confirmation of the plan.

Name & Position	Responsibilities & Experience
Steven P. Levesque *Chief Financial Officer*	Steven Levesque is the chief financial officer for NORDAM, leading the company's global finance initiatives, including treasury and capital structuring, financial planning, analysis, corporate development, performance measurement and real estate. Having spent the majority of his career in aviation-related finance and executive management, he draws on a wealth of impressive expertise, spanning CEO and CFO roles at institutional-capital portfolio companies, turnaround management, recapitalization plans, and aviation-management consulting.
Albert J. Givray *General Counsel*	Albert J. Givray joined NORDAM in 2012 as general counsel, with expertise spanning aviation-industry programs and strategic alliances, acquisitions and divestitures, licensing, finance, and intellectual property. Mr. Givray is also a partner with Denver-based Davis Graham and Stubbs LLP. Before becoming general counsel, Mr. Givray served as outside counsel to NORDAM for over 30 years on all major programs.
Milann Hastings Siegfried *Emeritus Board Member*	Milann Hastings Siegfried is the widow of the late Ray H. Siegfried, II, the founder of NORDAM. She is a registered nurse and community volunteer. She is a member of the NORDAM board of directors. She has served on or headed boards of a number of institutions, including the Tulsa Philharmonic, Tulsa Opera, Foundation for Excellence, and the American Academy of Physician and Patient. Milann was the first female chairman of the board of Cascia Hall Preparatory School and St. John Medical Center. She has served on the National Committee for the Performing Arts, State Arts Council, Philbrook Art Museum, and was president and chairman of Gilcrease Museum. She was a trustee of the University of Portland (Oregon) and a trustee of the University of Tulsa. Milann was a member of the National Review Board, appointed by the U.S. Conference of Catholic Bishops. She is the former chairman of St. John Medical Center, a trustee of Eisenhower Medical Center - California, Footsteps Committee for the Order of Holy Cross Priests, the Papal Foundation, the ALS Advisory Committee of the Judith, and Jean Pape Adams Charitable Foundation.

II. Reorganized Nacelle Manufacturing 1 LLC, Nacelle Manufacturing 23 LLC, PartPilot LLC, and TNG DISC, Inc.

Name & Position	Responsibilities & Experience
NORDAM Parent *Sole Member Manager of Nacelle Manufacturing 1 LLC and Nacelle Manufacturing 23 LLC*	Nacelle Manufacturing 1 LLC and Nacelle Manufacturing 23 LLC will continue to be member-managed by Reorganized NORDAM Parent.
Meredith Siegfried Madden *Manager and Chief Executive Officer of PartPilot LLC*	Information provided above.

Name & Position	Responsibilities & Experience
J. Terrell Siegfried *Manager and Secretary of PartPilot LLC and Director, Vice President and Secretary of TNG DISC, Inc.*	J. Terrell Siegfried is assistant general counsel and corporate secretary for NORDAM, and is a member of the company's board of directors, nominating and governance committee and retirement advisory committee. Before joining the company, J. Terrell Siegfried was a corporate attorney at Hall, Estill, Hardwick, Gable, Golden & Nelson, P.C., one of Oklahoma's largest law firms, focusing on business transactions, bankruptcy, taxation, and trust and estate law. He continues to serve as Of Counsel with the firm.
T. Hastings Siegfried *Director and President of TNG DISC, Inc.*	T. Hastings Siegfried is corporate vice chairman and COO of Asia Pacific, international joint ventures, NORDAM's Transparency group, NORDAM Europe Ltd., and PartPilot, LLC. As vice chairman, he directs NORDAM initiatives and committees responsible for the development of NORDAM's board of directors, governance, company policies, ethics, regulatory compliance, strategy and company bylaws. He also serves as chairman of the board's governance committee. In his role as COO for NORDAM's Transparency group, he oversees that division's operations, manufacturing, strategy and development for aviation-transparency products globally, including commercial, helicopter, general aviation, and military sectors. As COO of NORDAM's Asia-Pacific and India-based business, he draws upon his considerable knowledge and background in aviation manufacturing, supply chain and repair services to lead in this important region. Also providing senior executive leadership to wholly-owned NORDAM subsidiary PartPilot, T. Hastings Siegfried ensures this groundbreaking online-trading marketplace fulfills its mission to transform the way the aviation industry thinks and works, delivering a more intelligent aviation-component marketplace for the 21st century.

III. NewCo (Siegfried Holdings, Inc.)

Name & Position	Responsibilities & Experience
Meredith Madden Siegfried *Director, Chairman and Chief Executive Officer*	Information provided above.
Paul Kenneth Lackey, Jr. *Director*	Information provided above.
T. Hastings Siegfried *Director*	Information provided above.
J. Terrell Siegfried *Director, Secretary and Treasurer*	Information provided above.
Bailey J. Siegfried *Director*	Bailey J. Siegfried is vice president of culture, communication and corporate responsibility, and is a member of the NORDAM Board of Directors, as well as the company's compensation, benefits, and human resources committee.
Raegen Siegfried *Director*	Raegen Siegfried is vice president of HushWorks, and is a member of NORDAM's board of directors as well as the company's compensation, benefits, and human resources committee. Prior to his current role with NORDAM, Raegen Siegfried was an account manager supporting airlines in Indonesia, Japan and the Philippines. Prior to joining NORDAM in 2013, Raegen Siegfried worked at United Technologies Corp.

Exhibit H

Schedule of Assigned GAC Contracts

Schedule of Assigned GAC Contracts

Name	Agreement	Address	City	State/Country	Postal Code	Proposed Cure Cost
Aeron Group, LLC	Long-Term Agreement (Build-to-Print) PPA-N2017273, dated as of November 22, 2017, by and between The NORDAM Group, Inc. and Aeron Group, LLC	1901 N. Willow Avenue	Broken Arrow	OK	74012	$0.00
B/E Aerospace, Inc.	Long-Term Agreement (Build-to-Print), dated as of August 7, 2017, by and between The NORDAM Group, Inc. and B/E Aerospace, Inc. D/B/A Altis Aero Systems	101 Coleman Blvd, Ste. G 150 Oak Plaza Blvd	Savannah Winston-Salem	GA NC	31408 27105	$0.00
BÖHLER Schmiedetechnik GmbH & Co KG	Long-Term Agreement (Build-to-Print) LTA #N2016232, dated as of September 27, 2016, by and between The NORDAM Group, Inc. and BÖHLER Schmiedetechnik GmbH & Co KG	Mariazeller Strasse 25	Kapfenberg	Austria	8605	$0.00
Ducommun LaBarge Technologies, Inc.	Long-Term Agreement N2016230, dated as of May 12, 2016, by and between The NORDAM Group, Inc. and Ducommun LaBarge Technologies, Inc.	1505 Maiden Lane	Joplin	MO	64801	$0.00

Name	Agreement	Address	City	State/Country	Postal Code	Proposed Cure Cost
Eaton Aeroquip LLC	Product Program Agreement, dated as of April 1, 2011, amended on May 8, 2017, by and between The NORDAM Group, Inc. and Eaton Aeroquip, LLC	300 South East Ave	Jackson	MI	49203	$0.00
Eaton Corporation	Long-Term Agreement (Commercial Off-the-Shelf) N2016231, dated as of April 18, 2017, by and between The NORDAM Group, Inc. and Eaton Corporation	11642 Old Baltimore Pike	Beltsville	MD	20705	$0.00
Meggitt-Oregon, Inc.	Long-Term Agreement (Design/Build) PPA-N2016250, dated as of July 18, 2017, by and between The NORDAM Group, Inc. and Meggitt-Oregon, Inc. D/B/A Meggitt Polymer and Composites	2010 NE Lafayette Avenue	McMinnville	OR	97128	$0.00

Exhibit I

Schedule of Rejected Contracts

The Debtors do not propose to reject any executory contracts pursuant to the Plan.