

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:

Lumileds Holding B.V., *et al.*,

Debtors.<sup>1</sup>

Chapter 11

Case No. 22-11155 (LGB)

(Jointly Administered)

**Related Docket No. 24**

**NOTICE OF (I) FILING OF PLAN SUPPLEMENT DOCUMENT (NEW COMMON EQUITY DOCUMENTS) AND (II) SUPPLEMENTAL DISCLOSURE FOR THE JOINT PREPACKAGED PLAN OF REORGANIZATION OF LUMILEDS HOLDING B.V. AND ITS AFFILIATE DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

**PLEASE TAKE NOTICE** that, as contemplated by the *Joint Prepackaged Plan of Reorganization of Lumileds Holding B.V. and Its Affiliate Debtors Under Chapter 11 of the Bankruptcy Code* (as may be amended, modified, or supplemented from time to time, and including all exhibits and supplements thereto, the “*Plan*”), the above-captioned debtors and debtors-in-possession (collectively, the “*Debtors*”) hereby file the attached form of Shareholders Agreement of the plan supplement (the “*Plan Supplement*”)<sup>2</sup> with the United States Bankruptcy Court for the Southern District of New York (the “*Bankruptcy Court*”). Capitalized terms used but not defined herein have the meanings set forth in the Plan.

**PLEASE TAKE FURTHER NOTICE** that certain documents, or portions thereof, attached hereto and the other Plan Supplement Documents remain subject to continuing negotiations among the Debtors and interested parties with respect thereto, and the final versions may contain material differences from the versions filed herewith. For the avoidance of doubt, the parties thereto have not consented to any such Plan Supplement Document as being in final form and reserve all rights in that regard. The Debtors and such applicable interested parties reserve all of their respective rights with respect to such documents and to amend, modify, or supplement the Plan Supplement and any of the Plan Supplement Documents in accordance with the terms of the Plan and the Restructuring Support Agreement. To the extent material amendments or

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s registration number in the applicable jurisdiction, are as follows: Lumileds Holding B.V. (Netherlands ID 4334), Aegletes B.V. (Netherlands ID 3591), Aurora Borealis B.V. (Netherlands ID 7602), Bright Bidco B.V. (Netherlands ID 6089), Lumileds Subholding B.V. (Netherlands ID 2394), Lumileds International B.V. (Netherlands ID 0244), Lumileds Netherlands B.V. (Netherlands ID 1724), Lumileds USA (Holding) Corp. (9936), Lumileds LLC (6012), and Luminescence Coöperatief U.A. (Netherlands ID 2661). The Debtors’ mailing address is 370 W. Trimble Road, San Jose, California 95131.

<sup>2</sup> The Debtors are filing additional exhibits comprising the Plan Supplement under a separate notice of filing contemporaneously herewith. The documents attached hereto and the other exhibits comprising the Plan Supplement shall hereinafter be referred to, collectively, as the “*Plan Supplement Documents*.”

modifications are made to any of the Plan Supplement Documents, the Debtors will file a redline version with this Court.

**PLEASE TAKE FURTHER NOTICE** that the Plan Supplement Document attached hereto is integral to, part of, and incorporated by reference into the Plan. Please note, however, these documents have not yet been approved by the Bankruptcy Court. If the Plan is confirmed, the Plan Supplement Documents will be approved by the Court pursuant to the order confirming the Plan.

**PLEASE TAKE FURTHER NOTICE** that, the Plan Supplement Document attached hereto is part of the New Common Equity Documents that will govern the New Common Equity Interests and the issuance thereof. Pursuant to Article IV.K of the Plan, the offering, issuance, and distribution of any Securities, including the New Common Equity Interests, pursuant to the Plan, shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act pursuant to (a) section 1145 of the Bankruptcy Code, or (b) section 4(a)(2) of the Securities Act and/or another exemption from registration under the Securities Act.

**PLEASE TAKE FURTHER NOTICE** that, except as otherwise provided in the Plan or the governing and organizational documents, any and all New Common Equity Interests issued under the Plan in reliance on section 1145 of the Bankruptcy Code will be freely tradable under the Securities Act by the recipients thereof, subject to: (a) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, and compliance with any applicable state or foreign securities laws, if any, and any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such Securities or instruments, including any such restrictions in the New Common Equity Documents; (b) the restrictions, if any, on the transferability of such Securities and instruments; and (c) any other applicable regulatory approval.

**PLEASE TAKE FURTHER NOTICE** that, any and all New Common Equity Interests issued under the Plan in reliance on section 4(a)(2) of the Securities Act and/or another exemption from registration under the Securities Act shall be deemed “restricted securities” that may not be offered, sold, exchanged, assigned, or otherwise transferred unless such transaction is registered under the Securities Act or pursuant to an exemption from registration under the Securities Act is available and in compliance with any applicable state or foreign securities laws.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the attached Plan Supplement Document, if approved, New Common Equity Interests issued in reliance on section 4(a)(2) of the Securities Act and/or another exemption from registration under the Securities Act will be entitled to the benefit of customary registration rights to be specified in the Shareholder Agreement.

**PLEASE TAKE FURTHER NOTICE** that the copies of the documents included in the Plan Supplement or the Plan, or any other document filed in the Debtors’ chapter 11 cases, may be obtained free of charge by contacting the Debtors’ Voting and Claims Agent, Epiq Corporate Restructuring, LLC, by: (a) calling the Debtors’ restructuring hotline at 1-800-497-9116 (US/Canada); 1-503-520-4495 (International); (b) visiting the Debtors’ restructuring website at: <https://dm.epiq11.com/lumileds>; and/or (c) writing to (i) Lumileds Holding B.V. *et al.*, c/o Epiq Corporate Restructuring, 10300 SW Allen Boulevard, Beaverton, OR 97005 or

(b) Lumiledsinfo@epiqglobal.com with a reference to “*Lumileds*” in the subject line. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.deb.uscourts.gov> or free of charge at <https://dm.epiq11.com/lumileds>.

**THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, PLEASE CONTACT THE VOTING AND CLAIMS AGENT AT THE NUMBER OR ADDRESS SPECIFIED ABOVE. PLEASE NOTE THAT THE VOTING AND CLAIMS AGENT CANNOT PROVIDE LEGAL ADVICE.**

**LATHAM & WATKINS LLP**

Dated: September 12, 2022  
New York, New York

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*Proposed Counsel to the Debtors and Debtors in  
Possession*

**Exhibit A**

**New Common Equity Documents**

*Draft 9/12/22*

**IMPORTANT NOTE:**

**THIS DOCUMENT IS NOT IN AGREED FORM AS BETWEEN THE DEBTORS AND THE AD HOC FIRST LIEN TERM LENDER GROUP (AS DEFINED IN THE PLAN). THIS DOCUMENT IS ONLY BEING FILED TO SATISFY THE REQUIREMENT TO FILE IT BY THE PLAN SUPPLEMENT DEADLINE OF SEPTEMBER 12, 2022. THIS DOCUMENT IS SUBJECT TO FEDERAL RULE OF EVIDENCE 408 AND THE CONSENT RIGHTS OF THE DEBTORS AND THE SUPPORTING TERM LENDERS (AS DEFINED IN THE PLAN) UNDER THE RESTRUCTURING SUPPORT TERM LENDERS JOINDER AGREEMENT (AS DEFINED IN THE PLAN). EXCEPT FOR ANY PREVIOUSLY AGREED LANGUAGE, ANY LANGUAGE HEREIN THAT IS NOT SPECIFICALLY BRACKETED OR CAVEATED SHALL NOT BE CONSTRUED AS A WAIVER OF ANY RIGHTS OF, OR ACCEPTANCE BY, THE DEBTORS, ANY MEMBER OF THE AD HOC FIRST LIEN TERM LENDER GROUP OR ANY SUPPORTING TERM LENDER. THIS DOCUMENT REMAINS SUBJECT TO THE FULL REVIEW AND COMMENT OF THE DEBTORS, THE AD HOC TERM LENDER GROUP AND THE SUPPORTING TERM LENDERS AND THEIR RESPECTIVE ADVISORS AND WILL LIKELY UNDERGO SUBSTANTIAL SUBSEQUENT REVISION.**

**[REORGANIZED AEGLETES]  
SHAREHOLDERS' AGREEMENT<sup>1</sup>**

This Shareholders' Agreement (this "Agreement") is made and entered into as of [\_\_\_\_], 2022 (the "Reorganization Date"), by and among [*Reorganized Aegletes*], a [\_\_\_\_] (the "Company"), and all of the shareholders of the Company party hereto as of the Reorganization Date (together with any other Person who hereafter becomes a party to this Agreement pursuant to the provisions hereof as a holder of Shares of the Company, each, a "Holder" and, collectively, the "Holders"). The Company and the Holders are referred to collectively herein as the "Parties."

WHEREAS, the Company and each of the Holders desire to establish herein the terms and conditions upon which certain affairs of the Company shall be administered and to otherwise set forth the Holders' respective rights and obligations as holders of Shares of the Company; and

WHEREAS, on the Reorganization Date, the capitalization of the Company shall be as set forth on Schedule 2 hereto.

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

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

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<sup>1</sup> **Note to Draft:** Due to ongoing tax analyses, the ultimate jurisdiction and entity type of Reorganized Aegletes is still to be determined. This draft Shareholders' Agreement is subject to revision to take into account the laws of such jurisdiction. In the event that Reorganized Aegletes is a Dutch B.V., and it is determined to use a STAK structure, the terms of this Shareholders' Agreement will be incorporated into a Participation Agreement.

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

“Additional Independent Managers” has the meaning set forth in Section 2(a)(iv)(E).

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made (for clarity, an investment fund, vehicle or account shall be deemed to be an Affiliate of all other investment funds, vehicles and accounts under common management, directly or indirectly, with such Person); *provided* that for purposes of this Agreement, no Holder shall be deemed an Affiliate of the Company or any of its Subsidiaries.

“Agreement” has the meaning set forth in the preamble.

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

“Amendment Notice” has the meaning set forth in Section 9(c).

“Anchorage” means Anchorage Collateral Management, L.L.C., a Delaware limited liability company.

“Anchorage Interim Managers” has the meaning set forth in Section 2(a)(ii)(B).

“Anchorage Managers” has the meaning set forth in Section 2(a)(iii)(B).

“Anchorage Threshold” has the meaning set forth in Section 2(a)(iii)(B).

“Approved Transferee” has the meaning set forth in Section 4(a)(i).

“Articles” means the Articles of Association of the Company, dated as of the Reorganization Date, as amended from time to time.

“Board” means the management board of the Company.

“Board Nomination General Meeting” has the meaning set forth in Section 2(c)(ii).

“Business Day” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in New York, New York or in [\_\_\_\_\_].<sup>2</sup>

“Chairperson” has the meaning set forth in Section 2(l).

“Chosen Courts” has the meaning set forth in Section 9(e).

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

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<sup>2</sup> **Note to Draft:** Additional jurisdictions to be determined depending on ultimate jurisdiction of the Company.

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

“Company” has the meaning set forth in the preamble.

“Competitor” means [\_\_\_\_\_]<sup>3</sup>

“Confidential Information” has the meaning set forth in Section 3(c)(i).

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

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

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

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

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

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

“Designating Holder” means:

(i) during the Interim Term, (A) with respect to any Anchorage Interim Manager, Anchorage, (ii) with respect to any Nut Tree Interim Manager, Nut Tree and (C) with respect to any Nuveen Interim Manager, Nuveen; and

(ii) following the Interim Term, (A) with respect to any Anchorage Manager, Anchorage (for so long as Anchorage holds an amount of outstanding Shares equal to or greater than the applicable Anchorage Threshold), (B) with respect to any Nut Tree Manager, Nut Tree (for so long as Nut Tree holds an amount of outstanding Shares equal to or greater than the Nut Tree Threshold), (C) with respect to any Nuveen Manager, Nuveen (for so long as Nuveen holds an amount of outstanding Shares equal to or greater than the Nuveen Threshold) and (D) with respect to any Additional Independent Manager or any Independent Manager, the Majority Holder Group.

“Drag-Along Holder” has the meaning set forth in Section 5(a)(i).

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

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

“Dragging Holder” has the meaning set forth in Section 5(a)(i).

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

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<sup>3</sup> **Note to Draft:** Definition of “Competitor” to be determined.

“Equity Incentive Plan” means an incentive equity plan for the Company’s managers, officers or employees to be established by the Company and the Board within 120 days following the date hereof and pursuant to which Shares initially representing up to [10]% of the aggregate number of Shares outstanding (calculated on a fully-diluted basis) shall be issuable or any amendment thereof or other similar incentive equity plan approved by the Board.

“Excess New Securities” has the meaning set forth in Section 8(b)(iii).

“Excess New Securities Notice” has the meaning set forth in Section 8(b)(iii).

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

“Excluded Opportunity” has the meaning set forth in Section 9(a).

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

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

“FINRA” means the Financial Industry Regulatory Authority.

“General Meeting” has the meaning set forth in the Articles.

“Holder” has the meaning set forth in the preamble. A Person shall cease to be a Holder hereunder at such time as it ceases to hold any Shares.

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

“Independent Manager” has the meaning set forth in Section 2(a)(iv)(E).

“Initial Anchorage Threshold” has the meaning set forth in Section 2(a)(iii)(B).

“Initial Manager” has the meaning set forth in Section 2(a)(iii).

“Initial Independent Manager” has the meaning set forth in Section 2(a)(iii)(E).

“Initial Public Offering” shall mean (i) an initial firm commitment underwritten Public Offering of Shares consummated for cash and registered under the Securities Act (other than a registration statement on Form S-4 or Form S-8 (or any similar or successor form)) pursuant to which Shares are sold and concurrently listed on a national securities exchange in the United States, (ii) a “direct listing”, following which Shares are listed on a national securities exchange in the United States or (iii) a business combination, merger, reorganization or similar transaction, or share exchange or purchase, in which the shareholders of the Company receive securities (A) the class of which is registered or (B) convertible into securities the class of which is registered, under Section 12(b) of the Exchange Act, constituting, or upon conversion would constitute (assuming conversion on such date), more than 50% of the outstanding capital stock of a publicly-traded special purpose acquisition company or blank check company which is listed on a “national

securities exchange” registered with the United States Securities and Exchange Commission under Section 6 of the Exchange Act.

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

“Interim Term” has the meaning set forth in Section 2(a)(ii).

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

“Joinder” has the meaning set forth in Section 4(a)(i).

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

“Majority Holder Group” means, collectively, Holders holding more than 50% of the outstanding Shares.

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

“Management Holder” means any Holder that is an employee of the Company or its Subsidiaries.

“Manager” has the meaning set forth in Section 2(a)(i).

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

“Maximum Piggyback Offering Size” has the meaning set forth in Section 6(b)(ii).

“New Issuance Notice” has the meaning set forth in Section 8(a).

“New Securities” has the meaning set forth in Section 8(a).

“Non-Recourse Parties” has the meaning set forth in Section 9(m).

“Nut Tree” means Nut Tree Capital Management, LP, a Delaware limited partnership.

“Nut Tree Interim Manager” has the meaning set forth in Section 2(a)(ii)(C).

“Nut Tree Manager” has the meaning set forth in Section 2(a)(iii)(C).

“Nut Tree Threshold” has the meaning set forth in Section 2(a)(iii)(C).

“Nuveen” means Nuveen Asset Management, LLC, a Delaware limited liability company.

“Nuveen Interim Manager” has the meaning set forth in Section 2(a)(ii)(D).

“Nuveen Manager” has the meaning set forth in Section 2(a)(iii)(D).

“Nuveen Threshold” has the meaning set forth in Section 2(a)(iii)(D).

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

“Parties” has the meaning set forth in the preamble.

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

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

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

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

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

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

“Preemptive Rightholder” has the meaning set forth in Section 8(a).

“Proportionate Percentage” has the meaning set forth in Section 8(b)(i).

“Proposed Price” has the meaning set forth in Section 8(a).

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

“Prospectus” means the prospectus included in a Registration Statement (including a prospectus that includes any information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance upon Rule 430A or Rule 430B), as amended or supplemented by any prospectus supplement with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement, and all amendments and supplements to the Prospectus, including post-effective amendments, all material incorporated by reference or deemed to be incorporated by reference in such Prospectus and any Issuer Free Writing Prospectus.

“Public Offering” means any sale of Shares to the public pursuant to a public offering registered (other than a registration effected solely to implement an employee benefit plan, a dividend reinvestment plan, or similar plans, or a transaction to which Rule 145 is applicable) under the Securities Act.

“Qualified Holder” means, as of a particular date of determination, one or more Holders who beneficially own in the aggregate (together with their Affiliates) 15% or more of the outstanding Shares as of such date.

“Registrable Securities” means (a) any Shares, (b) any securities issued or issuable with respect to, on account of or in exchange for Shares, whether by share split, share dividend, recapitalization, merger, consolidation or other reorganization, articles amendment or otherwise and (c) any options, warrants or other rights to acquire, and any securities received as a dividend or distribution in respect of, any of the securities described in clauses (a) and (b) above, in each case, that are held by the Holders and their respective Affiliates or any transferee or assignee of any Holder or its Affiliates after giving effect to a Transfer made in compliance with this Agreement (including Section 4(a)), in each case, whether now held or hereafter acquired, all of which securities are subject to the rights provided herein for Registrable Securities until such rights terminate pursuant to the provisions of this Agreement. As to any particular Registrable Securities, such securities shall not be Registrable Securities when (i) a Registration Statement registering such securities under the Securities Act has been declared effective and such securities have been Transferred by the Holder thereof pursuant to such effective Registration Statement, (ii) such securities are Transferred pursuant to Rule 144, (iii) such securities cease to be outstanding or (iv) such securities are held by a Holder who, together with its Affiliates, holds less than 1% of the outstanding Shares and in the hands of such Holder all such securities may, at such time, be sold pursuant to Rule 144 without volume or manner of sale limitations.

“Registration Expenses” means: (a) all registration, qualification and filing fees and expenses (including fees and expenses (i) of the Commission or FINRA, (ii) incurred in connection with the listing of the Registrable Securities on the Trading Market, and (iii) in compliance with applicable state securities or “blue sky” laws (including reasonable fees and disbursements of counsel for the underwriters in connection with “blue sky” qualifications of the Registrable Securities)); (b) printing expenses (including expenses of printing certificates for the Company’s shares and of printing prospectuses); (c) analyst or investor presentation or road show expenses of the Company and the underwriters, if any; (d) messenger, telephone and delivery expenses; (e) fees and disbursements of counsel (including any local counsel), auditors and accountants for the Company (including the expenses incurred in connection with “comfort letters” required by or incident to such performance and compliance); (f) the reasonable fees and disbursements of underwriters to the extent customarily paid by issuers or sellers of securities (including, if applicable, the fees and expenses of any “qualified independent underwriter” and its counsel) that are required to be retained in accordance with the rules and regulations of FINRA and the other reasonable fees and disbursements of underwriters (including reasonable fees and disbursements of counsel for the underwriters) in connection with any FINRA qualification; (g) fees and expenses of any special experts retained by the Company; (h) Securities Act liability insurance, if the Company so desires such insurance; (i) reasonable fees and disbursements of one counsel (along with any reasonably necessary local counsel) representing all Holders participating in such registration mutually agreed by Holders of a Majority of Included Registrable Securities participating in such registration; and (j) fees and expenses payable in connection with any ratings of the Registrable Securities, including expenses relating to any presentations to rating agencies. For the avoidance of doubt, and notwithstanding anything herein to the contrary, “Registration Expenses” shall not include any Selling Expenses, which shall be the sole responsibility of the Holder of the related Registrable Securities.

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

“Related Party” has the meaning set forth in Section 9(b).

“Reorganization Date” has the meaning set forth in the preamble.

“Representative Manager” means (i) with respect to Anchorage, any Anchorage Interim Manager or any Anchorage Manager, (ii) with respect to Nut Tree, any Nut Tree Interim Manager or any Nut Tree Manager and (iii) with respect to Nuveen, any Nuveen Interim Manager or any Nuveen Manager.

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

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

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

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

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

“Rule 415” means Rule 415 promulgated by the Commission pursuant to the Securities Act, or any similar rule or regulation hereafter adopted by the Commission having substantially the same effect as such Rule.

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

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

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

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

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

“Sale of the Company” has the meaning set forth in Section 7(b).

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

“Secondary Anchorage Threshold” has the meaning set forth in Section 2(a)(iii)(B).

“Securities Act” means the Securities Act of 1933, as amended.

“Selling Expenses” means all underwriting fees, discounts, selling commissions and share transfer taxes applicable to the sale of Registrable Securities.

“Selling Holder” has the meaning set forth in Section 5(b)(i).

“Shares” means the share capital of the Company issued or issuable from time to time within the limits of the authorized share capital of the Company as provided for in the Articles.

“Shares Equivalent” has the meaning set forth in Section 8(a).

“Specified Issuance” has the meaning set forth in Section 8(c).

“Specified Issuance Offer” has the meaning set forth in Section 8(c)(ii).

“Steering Committee” means the committee comprised of those Persons set forth on Schedule 1 hereto.

“Subject Purchaser” has the meaning set forth in Section 8(a).

“Subsidiary” means, with respect to any Person, (i) a corporation a majority of whose outstanding shares or other equity securities with voting power, under ordinary circumstances, to elect directors is at the time, directly or indirectly, owned by such Person, by one or more subsidiaries of such Person or by such Person and one or more subsidiaries of such Person, and (ii) any other Person (other than a corporation) in which such Person, one or more subsidiaries of such Person or such Person and one or more subsidiaries of such Person, directly or indirectly, at the date of determination thereof, has (x) at least a majority ownership interest or (y) the power to elect or direct the election of the directors or other governing body of such Person.

“Supermajority Holder Group” has the meaning set forth in Section 9(c).

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

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

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

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

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

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

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

“Transfer” has the meaning set forth in Section 4(a)(i).

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

Unless the context requires otherwise: (a) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neutral forms; (b) references to Sections, Schedules, Exhibits, paragraphs and clauses refer to Sections, Schedules, Exhibits paragraphs and clauses of this Agreement; (c) the terms “include”, “includes”, “including” or words of like import shall be deemed to be followed by the words “without limitation”; (d) the terms “hereof”, “herein” or “hereunder” refer to this Agreement as a whole and not to any particular provision of this Agreement; (e) the term “or” is not exclusive and shall have the inclusive meaning of “and/or”; (f) defined terms herein will apply equally to both the singular and plural forms, and derivative forms of defined terms will have correlative meanings; (g) references to any law or statute shall be deemed to refer to such law or statute as amended or supplemented from time to time and shall include all rules and regulations and forms promulgated thereunder, and references to any law, rule, form or statute shall be construed as including any legal and statutory provisions, rules or forms consolidating, amending, succeeding or replacing the applicable law, rule, form or statute; (h) references to any Person include such Person and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns; (i) references to “days” are to calendar days unless otherwise indicated; (j) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded; (k) references to “writing” or “written” shall include electronic mail; (l) all references to \$, currency, monetary values and dollars set forth herein shall mean United States dollars; and (m) all references to “outstanding shares” shall include only those shares issued and outstanding as of the particular date of reference and, for the avoidance of doubt, shall not be calculated on a fully-diluted basis unless expressly required to be so calculated. Each Party acknowledges that it was actively involved in the negotiation and drafting of this Agreement and that no law or rule of construction shall be raised or used in which the provisions of this Agreement shall be construed in favor or against any Party because one is deemed to be the author thereof.

## **2. Board of Managers; Calling of General Meetings.**<sup>4</sup>

(a) Composition and Size. From and after the date hereof, each Holder shall vote (or cause to be voted or provide consent with respect to) all of such Holder’s Shares and any other

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<sup>4</sup> **Note to Draft:** Board composition and size subject to change to conform to applicable laws of the ultimate jurisdiction of the Company.

voting securities of the Company over which such Holder has voting control and shall take all other necessary or desirable actions within such Holder's control (including attendance at meetings in person or by proxy for purposes of obtaining a quorum and execution of written consents in lieu of meetings or executing consents in lieu of any meeting), and the Company shall take all necessary or desirable actions within its control (including calling extraordinary meetings of the Board and General Meetings), so that:

(i) during the Interim Term, the total number of members of the Board (each, a "Manager" and collectively, the "Managers") shall be five, and thereafter the total number of Managers shall be seven;

(ii) during the period (the "Interim Term") beginning on the Reorganization Date and ending on the date of an General Meeting called promptly following the Board Nomination Event (and otherwise in accordance with the Articles and Section 2(o) of this Agreement) for the purpose of nominating and electing the individuals set forth in Section 2(a)(iii) below to the Board (the "Board Nomination General Meeting"), the Board shall be comprised of the following individuals, each of whom shall serve as a Manager in accordance with the terms and conditions of this Agreement and the Articles:

(A) the individual then serving as the Chief Executive Officer of the Company (the "Executive Manager");

(B) two individuals nominated by Anchorage (collectively, the "Anchorage Interim Managers");

(C) one individual nominated by Nut Tree (collectively, the "Nut Tree Interim Manager"); and

(D) one individual nominated by Nuveen (collectively, the "Nuveen Interim Manager");

(iii) during the period beginning on the date of the Board Nomination General Meeting and ending on the date of the first annual general meeting of the Company that is held following the termination of the Interim Term (the "Initial Term"), the Board shall be comprised of the following individuals (each, an "Initial Manager"), each of whom shall serve as Managers in accordance with the terms and conditions of this Agreement and the Articles (and each of whom shall be nominated from a pool of candidates assembled by the Search Firm, in consultation with the Search Committee):

(A) the Executive Manager;

(B) two individuals nominated by Anchorage (collectively, the "Anchorage Managers"); *provided* that at least one Anchorage Manager must qualify as "independent" in accordance with New York Stock Exchange rules; and *provided further* that in the event Anchorage (together with its Affiliates) ceases to own at least 12.5% of the outstanding Shares (the "Initial Anchorage Threshold"), Anchorage shall no longer be entitled to nominate two Managers and shall only be entitled to nominate one Manager; and *provided further* that in the event Anchorage (together with its Affiliates) ceases to own at least 7.5% of the outstanding Shares (the "Secondary Anchorage Threshold" and each of the Initial Anchorage Threshold and Secondary Anchorage Threshold, an

“Anchorage Threshold”), Anchorage shall no longer be entitled to propose for appointment any Anchorage Managers;

(C) one individual nominated by Nut Tree (collectively, the “Nut Tree Manager”); *provided* that the Nut Tree Manager must qualify as “independent” in accordance with New York Stock Exchange rules; and *provided further* that in the event Nut Tree (together with its Affiliates) ceases to own at least 7.5% of the outstanding Shares (the “Nut Tree Threshold”), Nut Tree shall no longer be entitled to nominate any Nut Tree Manager;

(D) one individual nominated by Nuveen (collectively, the “Nuveen Manager”); *provided* that the Nuveen Manager must qualify as “independent” in accordance with New York Stock Exchange rules; and *provided further* that in the event Nuveen (together with its Affiliates) ceases to own at least 7.5% of the outstanding Shares (the “Nuveen Threshold”), Nuveen shall no longer be entitled to nominate any Nuveen Manager; and

(E) four individuals designated by the Search Committee that qualify as “independent” in accordance with New York Stock Exchange rules (collectively, the “Independent Manager”); and

(iv) following the Initial Term, the Board shall be comprised of the following individuals, each of whom shall serve as a Manager until the date of the next annual general meeting of the Holders (or a resolution of the Holders in lieu thereof) unless earlier removed by the Holders in accordance with Section 2(e) below and otherwise in accordance with the terms and conditions of this Agreement and the Articles:

(A) the Executive Manager;

(B) two Anchorage Managers (at least one of whom must qualify as “independent” in accordance with New York Stock Exchange rules), for so long as Anchorage owns Shares equal to or greater than the Initial Anchorage Threshold, or one Anchorage Manager, for so long as Anchorage owns Shares less than the Initial Anchorage Threshold and greater than the Secondary Anchorage Threshold;

(C) one Nut Tree Manager (who must qualify as “independent” in accordance with New York Stock Exchange rules), for so long as Nut Tree owns Shares equal to or greater than the Nut Tree Threshold;

(D) one Nuveen Manager (who must qualify as “independent” in accordance with New York Stock Exchange rules), for so long as Nuveen owns Shares equal to or greater than the Nut Tree Threshold; and

(E) such number of individuals necessary to fill the remaining seats on the Board (all of whom must qualify as “independent” in accordance with New York Stock Exchange rules), who shall be nominated by the Majority Holder Group or, if such individuals are not so nominated by the date that is ten Business Days in advance of the applicable general meeting, the Board (each, an “Additional Independent Manager”).

(b) Minimum Thresholds. If at any time following the Interim Term, any of Anchorage, Nut Tree or Nuveen, as the case may be, ceases to hold a number of outstanding Shares equal to or greater than the Anchorage Threshold, the Nut Tree Threshold or the Nuveen Threshold, respectively, then such Holder shall cause its Representative Manager(s) to resign from the Board, without prejudice to the application of Section 2(e) below, in each case, without any further action by the Board, and the resulting vacancy shall be filled by an Independent Manager in accordance with Section 2(a)(iv)(E) above.

(c) Search Process for Initial Managers.

(i) Prior to the date hereof, the Steering Committee engaged [\_\_\_\_\_] (the “Search Firm”) for the purpose of conducting a search for Initial Manager candidates. Such search shall be (A) conducted in consultation with a committee composed of [\_\_\_\_\_] <sup>5</sup> (the “Search Committee”), and (B) completed within [three] months of the Reorganization Date.

(ii) Upon selection of Initial Managers in accordance with the immediately preceding clause (i), the Search Committee shall submit in writing to the Executive Manager the slate of Initial Managers it proposes for nomination in accordance with Section 2(a)(iii) (the “Board Nomination Event”). Promptly thereafter, the Board shall cause the Company to call the Board Nomination General Meeting, or otherwise seek the written consent of the Holders, for the purpose of electing the Initial Managers in accordance with Section 2(a)(iii).

(iii) Immediately upon the Board Nomination Event, each of Anchorage, Nut Tree and Nuveen shall cause the Anchorage Interim Managers, the Nut Tree Interim Managers and the Nuveen Interim Managers, respectively, to tender their resignations from the Board, without prejudice to the application of Section 2(e) below, with such resignations effective upon the election of the Initial Managers.

(d) Designation of Representative Managers. Subject to Section 2(a)(iv)(B), Section 2(a)(iv)(C) or Section 2(a)(iv)(D), as applicable, and notwithstanding anything to the contrary in the Articles, unless Anchorage, Nut Tree or Nuveen, as applicable, provides written notice to the Company and its Representative Managers no later than five days prior to the Company’s delivery of a notice to Holders with respect to any annual general meeting of the shareholders of the Company (or a written resolution in lieu thereof) that its then-current Representative Managers will not be proposed for reelection to the Board at such annual general meeting (or pursuant to a resolution in lieu thereof), the Holders shall exercise their voting rights at such annual general meeting (or pursuant to a resolution in lieu thereof) to cause such then-current Representative Managers to be reelected to the Board; *provided* that, for the avoidance of doubt, the foregoing shall not apply if, at the time of such annual general meeting (or resolution in lieu thereof), Anchorage, Nut Tree or Nuveen, as the case may be, no longer has the right to propose for appointment such Representative Managers pursuant to Section 2(a)(iv)(B), Section 2(a)(iv)(C) or Section 2(a)(iv)(D), respectively.

(e) Removal of Managers. Subject to Section 2(b), notwithstanding anything to the contrary in the Articles, any Manager (other than the Executive Manager, who shall remain a Manager for so long as he or she is serving as Chief Executive Officer) may be removed from

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<sup>5</sup> **Note to Draft:** Search Committee to be composed of lenders who (together with their Affiliates) hold 3% or more of the principal amount of existing first lien debt who elect to participate in such process.

office, either with or without cause, by (i) an affirmative vote of the Majority Holder Group and (ii) the subsequent delivery to each Holder of a written notice setting forth such affirmative vote of the Majority Holder Group; *provided* that in the event such notice is given, each Holder shall vote (or cause to be voted or provide consent with respect to) all of such Holder's Shares and any other voting securities of the Company over which such Holder has voting control and shall take all other necessary or desirable actions within such Holder's control (including attendance at meetings in person or by proxy for purposes of obtaining a quorum and execution of written consents in lieu of meetings or executing consents in lieu of any meeting) so that no Representative Manager may be removed unless his or her Designating Holder shall have first provided written notice to the Board at least one Business Day prior to the effectiveness of such removal and (ii) any Representative Manager as to which a Designating Holder shall have provided such written notice shall be removed. Notwithstanding anything in this Section 2(e) to the contrary, in no event shall the Executive Manager be removed from the Board for so long as the Executive Manager is serving as the Chief Executive Officer of the Company.

(f) Vacancies on the Board. Notwithstanding anything to the contrary in the Articles, but subject to Section 2(b), any vacancy on the Board resulting from the death, resignation, removal or otherwise of a Representative Manager shall be filled only upon nomination by the relevant Designating Holder; *provided* that any vacancy on the Board with respect to any Initial Independent Manager or any Independent Manager shall be filled with an individual nominated by the Majority Holder Group.

(g) Obligations of the Board in Respect of General Meetings. The Board will convene general meetings of the Holders as and when, and in the manner it deems necessary, to facilitate the terms of this Agreement being complied with. When convening a general meeting of the Holders for the purpose of deciding any matters which are governed by this Agreement, the Board shall ensure that the Holders are provided with all necessary information to facilitate the Holders complying with the terms of this Agreement. In the event of a general meeting convened for the purpose of appointing Managers, the Holders will be informed which candidates have been proposed for appointment by the Majority Holder Group, Anchorage, Nut Tree or Nuveen, as the case may be.

(h) Reimbursement. Each of the Managers shall be entitled to reimbursement from the Company for his or her reasonable and documented out-of-pocket expenses (including travel) incurred in attending any meeting of the Board or any committee thereof, pursuant to the Company's applicable policies.

(i) Board Committees. Board committees may be created by the Board and will initially include a compensation committee and an audit committee. Committees are permitted to act in any manner only to the extent authorized by the Board.

(j) Compensation. Compensation of Managers will be approved by the general meeting of Holders in accordance with applicable law, upon the recommendation of the Board.

(k) Subsidiary Board. Each Manager may, in the discretion of the Board, also serve as a member of the board of directors (or similar governing body) of any Subsidiary of the Company, unless otherwise agreed by the Designating Holders or as necessary to comply with applicable laws, rules or regulations.

(l) Chairperson. During the Interim Term, Anchorage, in consultation with Nut Tree and Nuveen, shall designate the Manager who shall preside over meetings of the Board as the chairperson of the Board (the “Chairperson”). Following the Initial Term, (i) the Board shall elect a Chairperson from among the then-existing Managers and (ii) the Chairperson must at all times qualify as “independent” in accordance with New York Stock Exchange rules.

(m) Restrictions on Nomination. Notwithstanding the foregoing, in no event shall any individual be nominated or elected to the Board if the nomination and election of such individual would cause the Company to violate applicable law (including, for the avoidance of doubt, antitrust laws).

### **3. Information Rights.**

(a) Financial Statements; Earnings Calls. The Company will furnish (via an electronic data room) to each Holder the following: (i) within [ ] days following the conclusion of each of the Company’s first three fiscal quarters of each fiscal year, quarterly unaudited consolidated financial statements of the Company and its Subsidiaries; and (ii) within [ ] days after the end of each fiscal year, annual audited consolidated financial statements of the Company and its Subsidiaries (collectively, the “Financial Statements”).<sup>6</sup> No later than ten Business Days following the release of each of the Financial Statements, the Company will provide a telephonic presentation to the Representatives of all Holders that are entitled to receive Financial Statements hereunder to discuss the Company’s financial condition and results of operations, following which presentation the Company will allow Representatives of the Holders to ask reasonable questions. Any Holder entitled to receive any of the foregoing financial information may elect to not receive such information, for any reason or no reason, by notifying the Company in writing. Notwithstanding anything to the contrary herein, no Holder will be furnished with or otherwise entitled to receive any of the foregoing financial information (including participation in quarterly calls) and shall not be permitted to share with any bona fide potential transferees described in Section 3(c)(i)(C) if such Holder or potential transferee, at the time such information is to be distributed or call is to take place, is a Competitor, and each Holder and potential transferee, upon request, must certify to the Company (including, for materials provided through an electronic data room or for participation in quarterly calls, through the use of click-through confidentiality prompts) that it is in compliance with this Section 3(a). Each Holder shall be liable for any action of its Representatives or recipients that would constitute a violation of this Section 3(a) if such Representative or recipient were party to this Agreement.

(b) Additional Information Rights. In addition to the information required to be provided in accordance with Section 3(a), the Company shall, upon the written request of Nut Tree or Nuveen, provide such Holder (for so long as it continues to hold Shares greater than the Nut Tree Threshold or the Nuveen Threshold, respectively) with all materials provided to the Board and grant each such requesting Holder access to the Managers so that the applicable requesting Holder may discuss matters relating to the Company; *provided* that in connection with any such request and as a condition precedent to receiving any such information, Nut Tree or Nuveen, as the case may be, shall execute a customary confidentiality agreement with the Company.

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<sup>6</sup> **Note to Draft:** Timing of delivery of Financial Statements to align with reporting requirements under credit documents of the Company and/or its subsidiaries.

(c) Confidentiality.

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

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

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

(C) to any Person to whom the Holder is contemplating a bona fide Transfer of its Shares permitted in accordance with the terms hereof; *provided* that such Person is not prohibited from receiving such information pursuant to this Section 3 and, prior to such disclosure, such potential transferee either (i) accesses such information through an electronic data room that requires the use of customary click-through confidentiality prompts pursuant to which such Person agrees to be subject to confidentiality obligations specified therein or (ii) is advised of the confidential nature of such information and executes a non-disclosure agreement in a form approved by the Board and which agreement is independently enforceable by the Company;

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

(E) in connection with the Holder’s or the Holder’s Affiliates’ normal fund raising, marketing, informational or reporting activities; *provided* that prior to such disclosure the Persons to whom such information is disclosed are advised of the confidential nature of such information and execute a non-disclosure agreement in a form approved by the Board and which agreement is independently enforceable by the Company;  
or

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

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

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

#### **4. Transfer Restrictions.**

##### **(a) Requirements for Transfer.**

(i) Each Holder agrees that it shall not, directly or indirectly, whether by merger, consolidation, division or otherwise, and whether by or through one or more Affiliates, transfer, sell, assign, pledge, hypothecate or otherwise dispose of (any such transaction, a "Transfer"), any of its Shares except (i) in compliance with the Securities Act, (ii) in compliance with any other applicable securities or "blue sky" laws, (iii) in accordance with the terms and conditions of the Articles and this Agreement, (iv) with a Joinder Agreement in substantially the form attached hereto as Exhibit A-1 (a "Joinder") executed and delivered by the transferee to the extent such transferee is not already a Holder and (v) unless waived in writing by the Board, with a certification in substantially the form attached hereto as Exhibit A-2 executed by an executive officer of such transferee that such transferee is not a Competitor (the transferee of any such Transfer being an "Approved Transferee"); *provided, however*, that with respect to a Transfer to an unaffiliated, third-party transferee, the transferring Holder shall have complied with Section 5(b). The Company shall update Schedule 1 attached hereto from time to time to reflect (A) any additional Holders that are Approved Transferees or new Holders that become party hereto in accordance with this Agreement's terms, (B) the removal of any Persons who are no longer Holders and (C) any changes in any Holder's address. For the avoidance of doubt, Holders may Transfer Shares to family members, trusts and other estate planning vehicles so long as such Transfer otherwise complies with this Section 4(a).

(ii) In no event prior to an Initial Public Offering, may any Transfer of Shares by any Holder be made if such Transfer could, or could reasonably be expected to, cause the Company to, after giving effect to the exercise, conversion or exchange of all securities convertible into, or exercisable or exchangeable for, Shares, register the Shares under Section 12(g) of the Exchange Act, or otherwise be subject to the reporting obligations under Section 15(d) of the Exchange Act.

(iii) In no event shall any Holder or group of Holders Transfer any Shares, whether in a single transaction or in a series of related transactions, in any manner that would result in a Sale of the Company without the approvals required to be obtained in connection with a Sale of the Company in accordance with Section 7.

(iv) Any attempt to Transfer any Shares not in compliance with this Agreement and the Articles shall be null and void *ab initio*, and the Company shall not give any effect in the Company's shareholders' register to such attempted Transfer. Nothing in this Section 4 shall limit any restrictions on Transfer contained in any other contract by and among the Company and any of the Holders, or by and among any of the Holders.

(b) New Issuances. No Shares shall be issued to any Person who is not a party to this Agreement (including upon the exercise of any options or other shares issued to any manager, officer or employee of the Company under any employee benefit plan) unless and until such Person shall have executed and delivered to the Company a Joinder.

(c) Restrictive Legend

(i) Unless or until registered under the Securities Act or sold pursuant to Rule 144, any certificates or book-entry notations pertaining to the Shares will bear a legend in substantially the following form:

THE SHARES OF AEGLETES B.V. (THE "COMPANY") REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THE SHARES NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. BY ITS ACQUISITION OF SHARES OR ANY INTEREST IN THE COMPANY (OR BENEFICIAL INTERESTS IN THE COMPANY), EACH HOLDER:

(1) AGREES THAT IT WILL NOT, WITHIN THE TIME PERIOD REFERRED TO UNDER RULE 144 (TAKING INTO ACCOUNT THE PROVISIONS OF RULE 144(D) UNDER THE SECURITIES ACT, IF APPLICABLE) UNDER THE SECURITIES ACT AS IN EFFECT ON THE DATE OF THE TRANSFER OF THE APPLICABLE SHARES OR INTERESTS HEREIN, RESELL OR OTHERWISE TRANSFER SUCH SHARES OR INTERESTS EXCEPT (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) TO AN "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501(A) UNDER REGULATION D OF THE SECURITIES ACT FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, IN A TRANSACTION EXEMPT FROM THE REQUIREMENTS OF THE SECURITIES ACT, (C) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (D) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND, IN EACH CASE, IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS;

(2) AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM SHARES OR AN INTEREST HEREIN IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND; AND

(3) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER SUCH SHARES OR INTERESTS IN VIOLATION OF (A) THE COMPANY'S ARTICLES OF ASSOCIATION, AS AMENDED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, OR (B) THE SHAREHOLDERS' AGREEMENT, DATED [\_\_\_\_], 2022, AMONG THE COMPANY AND THE HOLDERS PARTY THERETO FROM TIME TO TIME.

(ii) The Company reserves the right to require certifications, legal opinions or other evidence of compliance with the Securities Act and all other applicable securities and "blue sky" laws (including Rule 144) as a condition to the removal of such legend or to any resale of the Shares, and also reserves the right to stop the transfer of any Shares if it reasonably determines that such transfer is not in compliance with Rule 144 or is not being made pursuant to another available exemption from the registration requirements of applicable securities laws or if such Transfer would not otherwise be in compliance with the Securities Act and all other applicable securities and "blue sky" laws. Except in connection with (A) a sale pursuant to the exemption from registration provided by Rule 144 or (B) a sale of Shares not bearing a restrictive legend, all persons who receive Shares will be required to acknowledge and agree that (x) they will not offer, sell or otherwise transfer any Shares except in accordance with an exemption from registration, including under Rule 144 under the Securities Act, if and when available, and (y) the Shares will be subject to the other restrictions described above.

(d) Sale of the Company. In the event of a Sale of the Company, the Holders shall not be required to provide representations, warranties or indemnities (other than indemnities provided on a pro rata basis by all Holders) with respect to the business of the Company and/or its Subsidiaries in connection with such Sale of the Company.

## **5. Drag-Along and Tag-Along Rights.**

### **(a) Drag-Along Rights.**

(i) If at any time one or more Holders (each, a "Dragging Holder" and, collectively, the "Dragging Holders") desire(s) to Transfer, in one transaction, or a series of related transactions, at least 50.1% of the outstanding Shares, whether pursuant to a share purchase, asset purchase, merger or otherwise, to an unaffiliated third-party purchaser (a "Drag-Along Sale"), the Dragging Holders shall have the right to require that each other Holder (each, a "Drag-Along Holder") participate in such Transfer in the manner set forth in this Section 5(a). Notwithstanding anything to the contrary in this Agreement, but subject to Section 4(a)(iii), if any approval of the Holders is required to be obtained pursuant to the Articles, each Drag-Along Holder shall vote (or cause to be voted or provide consent with respect to) in favor of the transaction and take all actions to waive any dissenters, appraisal or other similar rights. For the avoidance of doubt, Section 4(a)(iii) of this Agreement shall not prohibit the Dragging Holders from exercising the rights set forth in this Section 5(a).

(ii) The Dragging Holders shall exercise their rights pursuant to this Section 5(a) by delivering a written notice (the "Drag-Along Notice") to the Company no later than 20 days

prior to the closing date of such Drag-Along Sale. The Company will promptly deliver a copy of the Drag-Along Notice to each Drag-Along Holder. The Drag-Along Notice shall make reference to the Dragging Holder's rights and obligations hereunder and shall describe in reasonable detail: (A) the number of outstanding Shares to be sold by the Dragging Holder, if the Drag-Along Sale is structured as a Transfer of Shares; (B) the identity of the third-party purchaser; (C) the proposed date, time and location of the closing of the Drag-Along Sale; (D) the per share purchase price and the other material terms and conditions of the Transfer; and (E) a copy of any form of agreement proposed to be executed in connection therewith to the extent available.

(iii) No Drag-Along Sale shall be completed unless all Drag-Along Holders are entitled to receive all cash or cash equivalents in exchange for their Shares (it being understood that all Drag-Along Holders shall receive the same amount of cash or cash equivalents per share). If any Drag-Along Holder is given an option as to the amount of consideration to be received, the same option shall be given to all other Holders, and the terms and conditions of such Transfer shall, except as otherwise provided in the immediately succeeding sentence, be the same as those upon which the Dragging Holder Transfers its Shares. Any (A) representations and warranties to be made or provided by a Drag-Along Holder in connection with such Drag-Along Sale shall be limited to representations and warranties related to such Drag-Along Holder's authority, ownership and the ability to convey title to its Shares and, with respect thereto, shall be the same representations and warranties that the Dragging Holders make or provide with respect to their Shares, and (B) covenants, indemnities and agreements made by the Drag-Along Holders shall be the same covenants, indemnities and agreements as the Dragging Holders make or provide in connection with the Drag-Along Sale, except that with respect to covenants, indemnities and agreements pertaining specifically to the Dragging Holders, each Drag-Along Holder shall make the comparable covenants, indemnities and agreements pertaining specifically to itself; *provided* that any indemnification obligation relating to the Company shall be (x) *pro rata* based on the consideration received by each Dragging Holder and each Drag-Along Holder, in each case in an amount not to exceed the aggregate proceeds actually received by each such Dragging Holder and each such Drag-Along Holder in connection with the Drag-Along Sale and (y) paid out of an escrow, expense or similar fund established for the purpose of covering such obligations. The Drag-Along Holder will not be required to agree to any non-competition, non-solicitation or similar restrictions in connection with such Drag-Along Sale, except as may be agreed by Management Holders in connection with go-forward employment discussions.

(iv) Following the receipt of any approval of the Board and/or the Holders required to be obtained pursuant to the Articles, each Holder shall take all actions as may be reasonably necessary to consummate the Drag-Along Sale, including entering into customary agreements and delivering certificates and instruments, in each case consistent with the agreements being entered into and the certificates being delivered by the Dragging Holders and subject to the terms of this Section 5(a).

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

(vi) The Dragging Holders shall have 150 days following the date of the Drag-Along Notice in which to consummate the Drag-Along Sale, on the terms set forth in the Drag-Along Notice (which such period may be extended for a reasonable time not to exceed an additional 180 days to the extent reasonably necessary to obtain any required government approvals). If, at the end of such period, the Dragging Holders have not completed the Drag-Along Sale, the Dragging Holders may not then effect a transaction subject to this Section 5(a) without again fully complying with the provisions of this Section 5(a).

(vii) Each Drag-Along Holder shall receive the same consideration per share as the Dragging Holders.

(b) Tag-Along Rights.

(i) If one or more Holders (the "Selling Holder(s)"), in one transaction, or a series of related transactions, proposes to Transfer more than 50% of the outstanding Shares to an unaffiliated third-party purchaser (the "Proposed Transferee") and the Selling Holder(s) cannot or has not elected to exercise its drag-along rights set forth in Section 5(a), each other Holder holding at least 2.5% of the outstanding Shares and each Management Holder (each, a "Tag-Along Holder") shall be permitted to participate in such Transfer (a "Tag-Along Sale") on the terms and conditions set forth in this Section 5(b).

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

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

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

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

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

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

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

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

(x) If the Selling Holder Transfers to the Proposed Transferee any of its Shares in breach of this Section 5(b), then each Tag-Along Holder shall have the right to Transfer to the Selling Holder(s), and the Selling Holder(s) undertakes to purchase from each Tag-Along Holder, the number of Shares that such Tag-Along Holder would have had the right to Transfer to the Proposed Transferee pursuant to this Section 5(b), for a per share amount and form of consideration and upon the terms and conditions on which the Proposed Transferee bought such Shares from the Selling Holder(s), but without indemnity being granted by any Tag-Along Holder to the Selling Holder(s); *provided* that nothing contained in this Section 5(b)(x) shall preclude any Tag-Along Holder from seeking alternative remedies against such Selling Holder(s) as a result of its breach of this Section 5(b). The Selling Holder(s) shall also reimburse each Tag-Along Holder for any and all reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Tag-Along Holder's rights hereunder.

## **6. Registration Rights.**

### **(a) Demand Registration.**

(i) At any time and from time to time commencing 180 days after the consummation of an Initial Public Offering upon written notice to the Company (a "Demand Notice") delivered by a Qualified Holder or Qualified Holders requesting that the Company effect the registration (a "Demand Registration") under the Securities Act (other than pursuant to a Registration Statement on Form S-4 or Form S-8 or any similar or successor form under the Securities Act) of any or all of the Registrable Securities held by such Qualified Holder(s) on Form S-1 or any similar long-form registration statement (each such registration, a "Long-Form Registration" and, such Form S-1 or similar long-form registration statement, a "Long-Form Registration Statement"), or, if available, on Form S-3 or any similar short-form registration statement (including pursuant to Rule 415 under the Securities Act) (each such registration, a "Short-Form Registration" and, such Form S-3 or similar short-form registration statement, a "Short-Form Registration Statement"). Following receipt of such Demand Notice, subject to Section 6(a)(ii), the Company shall promptly (but in any event, not later than five Business Days following the Company's receipt of such Demand Notice) give written notice of the receipt of such Demand Notice to all other Holders that, to its knowledge, hold Registrable Securities (each, a "Demand Eligible Holder"). The Company shall use its commercially reasonable efforts to file a Long-Form Registration Statement or a Short-Form Registration Statement (each a "Demand Registration Statement"), within 30 days following the receipt of such Demand Notice (subject to compliance with any applicable covenants in any underwriting agreement for a previous registration effected under this Section 6(a) or under Section 6(b)) and use its commercially reasonable efforts to effect, at the earliest practicable date, the registration under the Securities Act and under the applicable state securities laws of (A) the Registrable Securities which the Company

has been so requested to register by the Qualified Holder(s) in the Demand Notice, (B) all other Registrable Securities of the same class or series as those requested to be registered by the Qualified Holder(s) that the Company has been requested to register by the Demand Eligible Holders by written request (the “Demand Eligible Holder Request”) given to the Company within 20 days following the receipt of such Demand Notice, and (C) any securities of the same class or series with the Registrable Securities subject to the Demand Eligible Holder Request to be offered and sold by the Company, in each case subject to Section 6(a)(iv), all to the extent required to permit the disposition (in accordance with the intended methods of disposition) of the Registrable Securities to be so registered. Notwithstanding anything in this Section 6 to the contrary, the Company shall not be obligated to (I) effect more than three Long-Form Registrations within any 12-month period or (II) effect any Demand Registration within 90 days from the date of effectiveness of a Demand Registration Statement, *provided, however*, that the Company shall be additionally required to effect up to three shelf registrations in accordance with Rule 415.

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

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

(iv) Priority of Registration. Notwithstanding any other provision of this Section 6(a), if (A) the Qualified Holder(s) intend to distribute the Registrable Securities covered

by a Demand Registration by means of an underwritten offering and (B) the managing underwriters advise the Company that, in their reasonable view, the number of securities proposed to be included in such offering (including securities requested by Holders to be included in such offering and any securities that the Company or any other Person proposes to be included that are not Registrable Securities) exceeds the number of Registrable Securities that can be sold in such underwritten offering or the number of securities proposed to be included in such Demand Registration would adversely affect the price per security of the securities proposed to be sold in such underwritten offering (the “Maximum Demand Offering Size”), then the Company shall so advise the Qualified Holder(s) and the Demand Eligible Holders with Registrable Securities requested to be included in such underwritten offering, and shall include in such offering the number of Registrable Securities which can be so sold in the following order of priority, up to the Maximum Demand Offering Size: (x) first, the Registrable Securities requested to be included in such underwritten offering by the Qualified Holders and the Demand Eligible Holders, allocated, if necessary for the offering not to exceed the Maximum Demand Offering Size, *pro rata* among the Qualified Holders and Demand Eligible Holders on the basis of the number of Registrable Securities requested to be included therein by each such Holder, up to the Maximum Demand Offering Size; (y) second, any Other Registrable Securities requested to be included by the holders of such Other Registrable Securities, allocated, if necessary for the offering not to exceed the Maximum Demand Offering Size, *pro rata* among the respective holders of such Other Registrable Securities on the basis of the number of securities requested to be included therein by each such holder and (z) third, any securities proposed to be registered by the Company. For any holder of Other Registrable Securities that is a partnership, limited liability company, corporation or other entity, the partners, members, shareholders, Subsidiaries, parents and Affiliates of such holder, or the estates and Family Members of any such partners or members and retired partners or members and any trusts for the benefit of any of the foregoing Persons, shall be deemed to be a single “holder”, and any *pro rata* reduction with respect to such Other Registrable Securities shall be based upon the aggregate amount of securities requested to be included in such registration by all entities and individuals included in such Other Registrable Securities.

(v) Underwritten Demand Registration. The determination of whether any offering of Registrable Securities pursuant to a Demand Registration will be an underwritten offering shall be made in the sole discretion of the Holders of a Majority of Included Registrable Securities included in such underwritten offering, and such Holders of a Majority of Included Registrable Securities shall have the right to (A) determine the plan of distribution, including the price at which the Registrable Securities are to be sold and the underwriting commissions, discounts and fees, and (B) select the investment banker(s) and manager(s) to administer the offering (which shall consist of one or more reputable nationally recognized investment banks reasonably satisfactory to the Company) and one firm of counsel to represent all of the Holders (along with any reasonably necessary local counsel), in connection with such Demand Registration; *provided*, (i) that the Company shall select such investment banker(s) and manager(s) if the Holders of such Majority of Included Registrable Securities cannot so agree on the same within a reasonable time period and (ii) that the Company shall not be obligated to effect any such underwritten offering if the aggregate proceeds expected to be received from the sale of the Registrable Securities requested to be sold in such Demand Registration, in the good faith judgment of the managing underwriter(s) therefor, are less than \$[25] million.

(vi) Withdrawal of Registrable Securities. Any Holder whose Registrable Securities were to be included in any such registration pursuant to this Section 6(a) may elect to withdraw any or all of its Registrable Securities therefrom, without liability to any of the other

Holders and without prejudice to the rights of any such Holder to include Registrable Securities in any future registration (or registrations), by written notice to the Company delivered prior to the effective date of the relevant Demand Registration Statement (or in the case of any shelf takedown pursuant to Rule 415, prior to “pricing” of the offering).

(b) Piggyback Registration.

(i) Registration Statement on behalf of the Company. If at any time the Company proposes to file a Registration Statement for an offering of securities, including any Registrable Securities held by any Holders for cash (excluding an offering in which Demand Eligible Holders may make Demand Eligible Holder Requests, an Initial Public Offering, an offering relating solely to an employee benefit plan, a dividend reinvestment plan or similar plans, an offering relating to a transaction on Form S-4 or S-8, a rights offering or an offering on any form of Registration Statement that does not permit secondary sales) (a “Piggyback Registration Statement”), the Company shall give prompt written notice (the “Piggyback Notice”) to all Holders that, to its knowledge, hold Registrable Securities (all Holders who hold Registrable Securities at such time, collectively, the “Piggyback Eligible Holders”) of the Company’s intention to file a Piggyback Registration Statement reasonably in advance of (and in any event at least 10 Business Days before) the anticipated filing date of such Piggyback Registration Statement Demand (or, if applicable, the anticipated launch date of such offering). The Piggyback Notice shall offer the Piggyback Eligible Holders the opportunity to include for registration in such Piggyback Registration Statement the number of Registrable Securities of the same class and series as those proposed to be registered as they may request, subject to Section 6(b)(ii) (a “Piggyback Registration”). Subject to Section 6(b)(ii), the Company shall use its commercially reasonable efforts to include in each such Piggyback Registration such Registrable Securities for which the Company has received written requests (each, a “Piggyback Request”) from Piggyback Eligible Holders within five Business Days after giving the Piggyback Notice. If a Piggyback Eligible Holder decides not to include any or all of its Registrable Securities in any Piggyback Registration Statement thereafter filed by the Company, such Piggyback Eligible Holder shall nevertheless continue to have the right to include any Registrable Securities in any subsequent Piggyback Registration Statements or Demand Registration Statements, all upon the terms and conditions set forth herein. Subject to Section 6(b)(ii), the Company shall use its commercially reasonable efforts to effect the registration under the Securities Act of all Registrable Securities which the Company has been so requested to register pursuant to the Piggyback Requests, to the extent required to permit the disposition of the Registrable Securities so requested to be registered.

(ii) Priority of Registration. If the Piggyback Registration under which the Company gives notice pursuant to Section 6(b)(i) is an underwritten offering, and the managing underwriter or managing underwriters of such offering advise the Company and the Piggyback Eligible Holders that, in their reasonable view, the amount of securities requested to be included in such registration (including Registrable Securities requested by the Piggyback Eligible Holders to be included in such offering and any securities that the Company or any other Person proposes to be included that are not Registrable Securities) exceeds the number of Registrable Securities that can be sold in such underwritten offering or the number of securities proposed to be included in such Piggyback Registration would adversely affect the price per security of the securities proposed to be sold in such underwritten offering (the “Maximum Piggyback Offering Size”) (which, for the purposes of a Piggyback Registration shall be within a price range reasonably acceptable to the Company), then the Company shall so advise all Piggyback Eligible Holders with Registrable Securities requested to be included in such Piggyback Registration, and shall include

in such offering the number which can be so sold in the following order of priority, up to the Maximum Piggyback Offering Size: (A) first, the securities that the Company proposes to sell up to the Maximum Piggyback Offering Size; (B) second, the Registrable Securities requested to be included in such Piggyback Registration, allocated, if necessary for the offering not to exceed the Maximum Offering Size, *pro rata* among the Piggyback Eligible Holders on the basis of the number of Registrable Securities requested to be included therein by each such Piggyback Eligible Holders; and (C) third, holders of Other Registrable Securities, up to the Maximum Piggyback Offering Size, allocated, if necessary for the offering not to exceed the Maximum Piggyback Offering Size, *pro rata* among the holders thereof on the basis of the number of securities requested to be included therein by each such holder. All Piggyback Eligible Holders requesting to be included in the Piggyback Registration must sell their Registrable Securities to the underwriters selected as provided in Section 6(b)(iv) on the same terms and conditions as apply to the Company if such underwritten offering is consummated, subject to such Holders' right to withdraw described in the immediately succeeding sentences. Promptly (and in any event within 24 hours of the Company receiving notice) following receipt of notification by the Company from the managing underwriter of a range of prices at which such Registrable Securities are likely to be sold, the Company shall so advise each Piggyback Eligible Holder requesting registration in such offering of such range of prices. If any Piggyback Eligible Holder disapproves of the terms of any such underwriting (including the range of prices advised by the underwriter(s) in such offering), such Piggyback Eligible Holder may elect to withdraw any or all of its Registrable Securities therefrom, without liability to any of the other Holders and without prejudice to the rights of any such Holder to include Registrable Securities in any future Piggyback Registration Statement or Demand Registration Statement, by prompt written notice to the Company and the managing underwriter(s) delivered on or prior to the effective date of such Piggyback Registration Statement (or, in the case of any shelf takedown pursuant to Rule 415, prior to "pricing" of the offering). Any Registrable Securities withdrawn from such underwritten offering shall be excluded and withdrawn from the registration. For any Piggyback Eligible Holder that is a partnership, limited liability company, corporation or other entity, the partners, members, shareholders, Subsidiaries, parents and Affiliates of such Piggyback Eligible Holder, or the estates and Family Members of any such partners or members and retired partners or members and any trusts for the benefit of any of the foregoing Persons, shall be deemed to be a single "Piggyback Eligible Holder", and any *pro rata* reduction with respect to such "Piggyback Eligible Holder" shall be based upon the aggregate amount of securities requested to be included in such registration by all entities and individuals included in such "Piggyback Eligible Holder", as defined in this sentence.

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

(iv) Selection of Bankers and Counsel. If a Piggyback Registration pursuant to this Section 6(b) involves an underwritten offering, the Company shall have the right, in consultation with the Holders of a Majority of Included Registrable Securities included in such

underwritten offering, to (A) determine the plan of distribution, including the price at which the Registrable Securities are to be sold and the underwriting commissions, discounts and fees and (B) select the investment banker or bankers and managers to administer the offering, including the lead managing underwriter or underwriters.

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

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

(d) Suspension Period. Notwithstanding any other provision of this Section 6, the Company shall have the right, but not the obligation, to defer the filing of (but not the preparation of), or suspend the use by the Holders of, any Registration Statement for a period of up to 90 days (unless a longer period is consented to by Holders of a Majority of Included Registrable Securities) (i) upon issuance by the Commission of a stop order suspending the effectiveness of such Registration Statement with respect to Registrable Securities or the initiation of proceedings with respect to such Registration Statement under Section 8(d) or 8(e) of the Securities Act, (ii) (x) if the Board determines, in its good faith judgment, that any such registration or offering should not be undertaken because it would reasonably be expected to materially interfere with any material corporate development or plan of the Company or (y) if the Company believes in good faith that it would require the Company (after consultation with external legal counsel), under applicable securities laws and other laws, to make disclosure of material nonpublic information that would not otherwise be required to be disclosed at that time and the Company believes in good faith that such disclosures at that time would have a material adverse effect on the Company and its subsidiaries, taken as a whole; *provided* that the exception set forth in the preceding clause (ii)(y) shall continue to apply only during the time that such material nonpublic information has not been disclosed and remains material or (iii) if the Company is pursuing a primary underwritten offering of Shares pursuant to a Registration Statement; *provided* that the Holders shall have Piggyback Registration rights with respect to such primary underwritten offering in accordance with and subject to the restrictions set forth in Section 6(b) (any such period, a "Suspension Period"); *provided, however*, that in such event, the Qualified Holders will be entitled to withdraw any request for a Demand Registration and, if such request is withdrawn, such Demand Registration will not count as a Demand Registration under Section 6(a) and the Company will pay all Registration Expenses in connection with such registration; *provided, further*, that in no event shall (A) the Company declare a Suspension Period more than two times in any 12-month period or (B) the aggregate length of Suspension Periods declared in any 12-month period exceed 90 days in total. The Company shall (i) give prompt written notice to the Holders of its declaration of a

Suspension Period and of the expiration or termination of the relevant Suspension Period and (ii) promptly resume the process of filing or requesting for effectiveness, or update the suspended Registration Statement, as the case may be, as may be necessary to permit the Holders to offer and sell their respective Registrable Securities in accordance with applicable law. The Holders hereby acknowledge and agree that any such notice of the declaration of a Suspension Period may constitute material non-public confidential information, and agree to keep the receipt of such notice confidential. If the filing of any Demand Registration is suspended pursuant to this Section 6(d), once the Suspension Period ends, the Company shall continue to pursue the Demand Registration.

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

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

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

(h) Lock-Up Agreement. Each Holder of Registrable Securities agrees that in connection with any Initial Public Offering or any underwritten registered offering of Shares in connection with or pursuant to this Section 6, and upon the request of the managing underwriter(s) in such offering, such Holder shall agree not to, without the prior written consent of such managing underwriter(s), during the period commencing on the effective date of such registration and ending on the date specified by such managing underwriter(s) (such period not to exceed 180 days following the closing of the offering in the case of an Initial Public Offering or 90 days following the closing of the offering in the case of any other underwritten registered offering), (i) offer, pledge, sell, contract to sell, grant any option or contract to purchase, purchase any option or contract to sell, hedge the beneficial ownership of or otherwise dispose of, directly or indirectly, any Shares or any securities convertible into, exercisable for or exchangeable for Shares held immediately before the effectiveness of the Registration Statement for such offering, or (ii) enter into any swap or other arrangement that Transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Shares or such other securities, in cash or otherwise. The foregoing provisions of this Section 6(h) shall not apply in connection with any Initial Public Offering, Holders of Registrable Securities that beneficially own less than 5% of the outstanding Shares. Each Holder of Registrable Securities agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the managing underwriter(s) that are consistent with the foregoing or that are necessary to give further effect thereto.

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

(i) The Company will (A) prepare and file a Registration Statement or a Prospectus, as applicable, with the Commission (within the time period specified in Section 6(a)) which Registration Statement (x) shall be on a form required by this Agreement (or if not so required, selected by the Company) for which the Company qualifies, (y) shall be available for the sale of the Registrable Securities in accordance with the intended method or methods of distribution, and (z) shall comply as to form in all material respects with the requirements of the applicable form and include or incorporate by reference all financial statements required by the Commission to be filed therewith, (B) use its commercially reasonable efforts to cause such Registration Statement to become effective and remain effective for the periods provided under Section 6(a), (C) use its commercially reasonable efforts to prevent the occurrence of any event that would cause a Registration Statement to contain a material misstatement or omission or to be not effective and usable for resale of the Registrable Securities registered pursuant thereto (during the period that such Registration Statement is required to be effective as provided under Section 6(a)), and (D) cause each Registration Statement and the related Prospectus and any amendment or supplement thereto, as of the effective date of such Registration Statement, amendment or supplement, (x) to comply in all material respects with any requirements of the Securities Act and the rules and regulations of the Commission and (y) not to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. The Company will, (A) at least five Business Days prior to the anticipated filing of a Registration Statement or any related Prospectus or any amendment or supplement thereto (including any documents incorporated by reference therein) or before using any Issuer Free Writing Prospectus, furnish to such Holders, the Holders' counsel and the

managing underwriter or underwriters of an underwritten offering of Registrable Securities, if applicable, copies of all such documents proposed to be filed, and make such of the representatives of the Company as shall be reasonably requested by the Holders available for discussion of such documents, (B) use its commercially reasonable efforts to address in each such document prior to being so filed with the Commission such comments as each such Holder, its counsel or its underwriter reasonably shall propose and (C) not file any Registration Statement or any related Prospectus or any amendment or supplement thereto containing information regarding a participating Holder to which such participating Holder reasonably objects (provided that if a participating Holder objects to information regarding such participating Holder that is required in the Registration Statement or any related Prospectus or any amendment or supplement thereto, the Company may exclude such participating Holder's Registrable Securities from the applicable Registration Statement).

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

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

(iv) The Company will notify such Holders that hold Registrable Securities and the managing underwriter or underwriters of an underwritten offering of Registrable Securities, if applicable, as promptly as reasonably practicable: (A)(x) when a Registration Statement, any pre-effective amendment, any Prospectus or any prospectus supplement or post-effective amendment to a Registration Statement or any free writing prospectus is proposed to be filed (other than any such amendment that consists solely of an ordinary course filing under the 1934 Act), (y) when the Commission notifies the Company whether there will be a "review" of such Registration Statement and whenever the Commission comments on such Registration Statement (in which case the Company shall provide true and complete copies thereof and all written responses thereto to each Holder, its counsel and each underwriter, if applicable, other than information which the Company determines in good faith would constitute material non-public information that is not

already in the possession of such Holder), and (z) with respect to each Registration Statement or any post-effective amendment thereto, when the same has been declared effective; (B) of any request by the Commission or any other federal or state governmental or regulatory authority for amendments or supplements to a Registration Statement or Prospectus or for additional information (whether before or after the effective date of the Registration Statement) or any other correspondence with the Commission or any such authority relating to, or which may affect, the Registration Statement (other than requests or correspondence which the Company determines in good faith would constitute material non-public information that is not already in the possession of such Holder); (C) of the issuance by the Commission or any other governmental or regulatory authority of any stop order, injunction or other order or requirement suspending the effectiveness of a Registration Statement covering any or all of the Registrable Securities or preventing or suspending the use of any Prospectus or the initiation or threatening of any proceedings for such purpose; (D) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose; (E) if, at any time, the representations and warranties of the Company in any applicable underwriting agreement or similar agreement that are required to be in effect at such time cease to be true and correct in all material respects; or (F) of the occurrence of any event that makes any statement made in such Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or if, as a result of such event or the passage of time, such Registration Statement, Prospectus or other document requires revisions so that, in the case of such Registration Statement or the Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein (in the case of the Prospectus, in light of the circumstances under which they were made) not misleading, or when any Issuer Free Writing Prospectus includes information that may conflict with the information contained in the Registration Statement or Prospectus, or if, for any other reason, it shall be necessary during such time period to amend or supplement such Registration Statement or Prospectus in order to comply with the Securities Act.

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

(vi) During the Effectiveness Period, the Company will furnish to each selling Holder, its counsel and the managing underwriter or underwriters of an underwritten offering of Registrable Securities, if applicable, upon their request, without charge, at least one copy of each Registration Statement and each amendment thereto and all exhibits to the extent requested by such selling Holder, counsel or underwriter (including those incorporated by reference) promptly after the filing of such documents with the Commission. This clause (vi) will be deemed to be satisfied upon the filing of such document(s) on the SEC's public website.

(vii) The Company will promptly deliver to each selling Holder, its counsel and the managing underwriter or underwriters of an underwritten offering of Registrable Securities, if applicable, without charge, as many copies of each Prospectus or Prospectuses (including each

form of prospectus) and each amendment or supplement thereto as such selling Holder, counsel or underwriter may reasonably request in order to facilitate the disposition of the Registrable Securities by such selling Holder or underwriter. The Company hereby consents to the use of such Prospectus and each amendment or supplement thereto by each of the selling Holders and any applicable underwriter in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any amendment or supplement thereto. This clause (vii) will be deemed to be satisfied upon the filing of such document(s) on the SEC's public website.

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

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

(x) Upon the occurrence of any event contemplated by Section 6(i)(iv)(F), as promptly as reasonably practicable, the Company will prepare a supplement or amendment, including a post-effective amendment, if required by applicable law, to the affected Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference or to the applicable Issuer Free Writing Prospectus, and file

any other required document so that, as thereafter delivered, no Registration Statement nor any Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, in light of the circumstances under which they were made) not misleading and no Issuer Free Writing Prospectus will include information that conflicts with information contained in the Registration Statement or Prospectus, such that each selling Holder can resume disposition of such Registrable Securities covered by such Registration Statement or Prospectus.

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

(xii) The Company will use commercially reasonable efforts to obtain for delivery to the underwriter or underwriters of an underwritten offering of Registrable Securities an opinion or opinions and a negative assurance letter from counsel for the Company (including any local counsel reasonably requested by the underwriters) dated the most recent effective date of the Registration Statement or, in the event of an underwritten offering, the date of the closing under the underwriting agreement, in customary form, scope and substance, covering the matters customarily covered in opinions and negative assurance letters requested in sales of securities or

public underwritten offerings, which opinions shall be reasonably satisfactory to such underwriters and their counsel.

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

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

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

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

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

(xviii) In connection with any registration of Registrable Securities pursuant to this Agreement, the Company will take all commercially reasonable actions as are necessary or advisable in order to expedite or facilitate the disposition of Registrable Securities by such Holders, including furnishing to the selling Holders or any underwriters such further customary certificates, opinions and documents as they may reasonably request and using commercially reasonable efforts to cause appropriate officers and employees to be available, on a customary basis and upon

reasonable advance notice, to meet with prospective investors in presentations, meetings and road shows.

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

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

(xxi) The Company shall use its commercially reasonable efforts to cooperate in a timely manner with any reasonable and customary request of the Holders in respect of any Alternative Transaction, including entering into customary agreements with respect to such Alternative Transactions (and providing customary representations, warranties, covenants and indemnities in such agreements) as well as providing other reasonable assistance in respect of such Alternative Transactions of the type applicable to a Public Offering subject to this Section 6, to the extent customary for such transactions. Notwithstanding anything herein to the contrary, no Holder shall be entitled to any piggyback rights in respect of an Alternative Transaction.

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

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

annual audit and any underwriting fees, discounts, selling commissions and share transfer taxes and related legal and other fees applicable to securities sold by the Company and in respect of which proceeds are received by the Company. Each Holder shall pay any Selling Expenses applicable to the sale or disposition of such Holder's Registrable Securities pursuant to any Demand Registration Statement or Piggyback Registration Statement, in proportion to the amount of such selling Holder's shares of Registrable Securities sold in any offering under such Demand Registration Statement or Piggyback Registration Statement.

(k) Indemnification.

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

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

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

such Indemnified Person and the indemnifying person with respect to such claims (in which case, if the Indemnified Person notifies the indemnifying person in writing that such Indemnified Person elects to employ separate counsel at the expense of the indemnifying person, the indemnifying person shall not have the right to assume the defense of such claim on behalf of such Indemnified Person). If such defense is not assumed by the indemnifying person, the indemnifying person will not be subject to any liability for any settlement made without its prior written consent, but such consent may not be unreasonably withheld. If the indemnifying person assumes the defense, the indemnifying person shall not have the right to settle such action, consent to entry of any judgment or enter into any settlement, in each case without the prior written consent of the Indemnified Person (which consent shall not be unreasonably withheld, delayed or conditioned); *provided* that the prior written consent of the Indemnified Person shall not be required if (x) such settlement includes an unconditional release of such Indemnified Person from all liability on the claims that are the subject matter of such settlement; (y) such settlement provides that any sums payable in connection therewith are payable in full by the indemnifying person and (z) such settlement does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person. It is understood that the indemnifying person or persons shall not, except as specifically set forth in this Section 6(k)(iii), in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees, disbursements or other charges of more than one separate firm (in addition to any local counsel that is required to effectively defend against any such proceeding) for all Indemnified Persons and that all such fees and expenses shall be paid or reimbursed promptly.

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

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

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

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

(m) Sales of the Company. In the event of a Sale of the Company, the Holders shall not be required to provide representations, warranties or indemnities (other than indemnities provided on a *pro rata* basis by all Holders) with respect to the business of the Company and/or its Subsidiaries in connection with such Sale of the Company.

**7. Approval by Majority Holder Group.**<sup>7</sup> Notwithstanding anything to the contrary in this Agreement or in the Articles, without the prior approval of the Majority Holder Group, the Company (and the Company's Subsidiaries) shall not:

(a) increase or decrease the number of Managers on the Board (other than as required by Section 2(a)(i) following the Interim Term);

(b) in a single transaction or a series of related transactions, (A) any merger, consolidation or other business combination of the Company, which results in the Holders immediately prior to such transaction owning less than 50% of the voting power of the voting securities of the Company or other entity resulting from such merger, consolidation or other business combination; or (B) the transfer of all or substantially all of the Company's assets (any transaction(s) described in this subsection (b), a "Sale of the Company");

(c) liquidate, dissolve or wind-up the business and affairs of the Company;

(d) change the principal lines of business of the Company and its Subsidiaries;

(e) issue any equity securities of (A) the Company (other than issuances of Shares in accordance with an Equity Incentive Plan [or issuances of securities in accordance with Section 8]) or (ii) any Subsidiary of the Company (other than issuances of equity securities to the Company or any of its other wholly-owned Subsidiaries);

(f) purchase or redeem (or permit any Subsidiary to purchase or redeem) any Shares other than repurchases of Shares from former employees, officers or managers of the Company or

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<sup>7</sup> **Note to Draft:** Subject to change in accordance with laws of ultimate jurisdiction of the Company.

any Subsidiary in connection with the cessation of such employment or service at no greater than the original purchase price thereof and, in each case, in accordance with an Equity Incentive Plan;

(g) implement any compensation agreement or benefit plan, or make any material amendment thereto (it being understood that any amendment which would increase the pool of Shares or other equity securities issued or issuable pursuant to any such agreements or plans in excess of the amount of Shares set forth in the definition of “Equity Incentive Plan” hereunder shall be deemed a “material amendment”); or

(h) consummate an Initial Public Offering, list any securities of the Company or any Subsidiary or issue any equity securities of the Company or any of its Subsidiaries.

**8. [Future Issuance of Shares; Preemptive Rights.]<sup>8</sup>**

(a) Offering Notice. Except for (i) options to purchase Shares or restricted shares, in each case, which may be issued pursuant to an Equity Incentive Plan, (ii) a share split, share dividend, reorganization or recapitalization applicable to all Shares, (iii) equity securities of the Company issued upon exercise, conversion or exchange of any other security or obligation of the Company (such security or obligation, a “Shares Equivalent”) issued in accordance with the terms of this Agreement (including this Section 8(a) and the Articles, (iv) equity securities of the Company issued as consideration for an acquisition, business combination or debt financing (whether pursuant to a share purchase, asset purchase, merger or otherwise) approved by the Board, and, if applicable, the Holders, in accordance with the terms of this Agreement and the Articles, by the Company of another Person, (v) issuances to banks, equipment lessors or other financial institutions (including, for the avoidance of doubt, hedge funds), or to real property lessors, pursuant to a bona fide debt financing, equipment leasing or real property leasing transaction approved by the Board, (vi) issuances as consideration approved by the Board payable to a third party that is not an Affiliate of the Company for any other business relationship the primary purpose of which is not to raise capital, including for the acquisition or license of technology by the Company or its Subsidiaries, joint venture or development activities or the distribution, supply or manufacture of the Company’s or its Subsidiaries’ products and services, (vii) issuances to the public pursuant to an effective Registration Statement, (viii) any dividend or distribution on all Shares, if any and (ix) solely with respect to issuances by a Subsidiary of the Company, issuances to the Company or any other wholly-owned Subsidiary of the Company, if the Company or any of its Subsidiaries wishes to issue any equity securities of the Company or such Subsidiary (collectively, “New Securities”) to any Person (the “Subject Purchaser”), then the Company shall (or shall cause its applicable Subsidiary to) first offer such New Securities to each of the Holders who are Accredited Investors (other than Holders who receive Shares or Shares Equivalents under an Equity Incentive Plan) and who hold (together with their Affiliates) at least 2.5% of aggregate number of Shares outstanding (calculated on a fully-diluted basis) (each, a “Preemptive Rightholder”, and collectively, the “Preemptive Rightholders”) by sending written notice (the “New Issuance Notice”) to the Preemptive Rightholders at least 15 Business Days prior to such issuance of New Securities, which New Issuance Notice shall state, in reasonable detail, the material terms and conditions of such issuance, including (x) the number of New Securities proposed to be issued and (y) the proposed purchase price per security of the New Securities (the

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<sup>8</sup> **Note to Draft:** Subject to change in accordance with laws of ultimate jurisdiction of the Company.

“Proposed Price”). Upon delivery of the New Issuance Notice, such offer shall be irrevocable unless and until the rights provided for in Section 8(b) shall have been waived or shall have expired.

(b) Exercise.

(i) For a period of 10 Business Days after the giving of the New Issuance Notice pursuant to Section 8(a), each of the Preemptive Rightholders shall have the right, but not the obligation, to purchase its Proportionate Percentage (as defined below) of the New Securities, at a purchase price equal to the Proposed Price and upon the same terms and conditions set forth in the New Issuance Notice. Each such Preemptive Rightholder shall have the right to purchase that percentage of the New Securities determined by dividing (x) the total number of outstanding Shares then owned by such Preemptive Rightholder exercising its rights under this Section 8(b) by (y) the total number of outstanding Shares owned by all of the Preemptive Rightholders (the “Proportionate Percentage”); *provided* that, for purposes of calculating each Proportionate Percentage, any Shares issued or issuable to a Preemptive Rightholder pursuant to an Equity Incentive Plan shall be excluded from such calculation.

(ii) The right of each Preemptive Rightholder to purchase the New Securities under subsection (a) above shall be exercisable by delivering written notice of the exercise thereof, prior to the expiration of the 10 Business Day period referred to in Section 8(b)(i) to the Company or its applicable Subsidiary, which notice shall state the amount of New Securities that such Preemptive Rightholder elects to purchase pursuant to Section 8(b)(i). The failure of a Preemptive Rightholder to respond within such 10 Business Day period shall be deemed to be a waiver of such Preemptive Rightholder’s rights under Section 8(b)(i); *provided* that each Preemptive Rightholder may waive its rights under Section 8(b)(i) prior to the expiration of such 10-Business Day period by giving written notice to the Company or the applicable Subsidiary.

(iii) If any Preemptive Rightholder does not fully subscribe for the number or amount of New Securities that it or he is entitled to purchase pursuant to Section 8(b)(i), then the Company shall (or shall cause its applicable Subsidiary to) offer to each fully participating Preemptive Rightholder which elected to purchase New Securities, by written notice to each such Preemptive Rightholder (an “Excess New Securities Notice”), the right to purchase that percentage of the remaining New Securities not so subscribed for (for the purposes of this Section 8(b)(iii), the “Excess New Securities”) determined by dividing (x) the total number of outstanding Shares then owned by such fully participating Preemptive Rightholder by (y) the total number of outstanding Shares then owned by all fully participating Preemptive Rightholders who elected to purchase Excess New Securities (excluding, in the case of both clauses (x) and (y), Shares issued or issuable to a Preemptive Rightholder pursuant to an Equity Incentive Plan). The right of each such Preemptive Rightholder to purchase the Excess New Securities under the immediately preceding sentence shall be exercisable by delivering written notice of the exercise thereof, within five Business Days following the date of the Excess New Securities Notice, to the Company or its applicable Subsidiary, which notice shall state the amount of Excess New Securities that such Preemptive Rightholder elects to purchase pursuant to this Section 8(b)(iii). The failure of a Preemptive Rightholder to respond within such five-Business Day period shall be deemed to be a waiver of such Preemptive Rightholder’s rights under this Section 8(b)(iii); *provided* that each Preemptive Rightholder may waive its rights under this Section 8(b)(iii) prior to the expiration of such five-Business Day period by giving written notice to the Company or the applicable Subsidiary.

(c) Specified Issuance. Notwithstanding the requirements of Section 8(a), the Board, in its discretion, may cause the Company or its applicable Subsidiary to proceed with an issuance of New Securities that would otherwise be subject to Section 8(a) prior to having complied with the provisions of Section 8(a) (such issuance, a “Specified Issuance”) (but subject to the applicable approvals of the Board and the Holders in accordance with this Agreement); *provided* that the Company shall (or shall cause its applicable Subsidiary to):

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

(ii) within a reasonable period of time (but in any event not more than 15 Business Days following such Specified Issuance), offer to all Preemptive Rightholders, in writing (such offer, the “Specified Issuance Offer”), to either (A) issue to each Preemptive Rightholder its Proportionate Percentage of the New Securities or (B) cause the proposed transferees who received New Securities in such Specified Issuance to sell to each Preemptive Rightholder its Proportionate Percentage of the New Securities (it being understood that each Holder hereby agrees to effect any sale so requested by the Company in accordance with Section 8(c)(ii)(B)), in each case at the same price and on the same terms and conditions with respect to such New Securities as the proposed transferees received in such Specified Issuance (*provided* that, for the avoidance of doubt, the Board shall determine, on a Specified Issuance-by-Specified Issuance basis, whether the applicable Specified Issuance Offer shall comply with subclause (A) or (B) of this Section 8(c)(ii)); and

(iii) keep such offer open for a period of no less than 10 Business Days, during which period, each Preemptive Rightholder may accept such offer by sending a written notice of exercise to the Company or its applicable Subsidiary committing to purchase in accordance with the procedures set forth in Section 8(b), an amount of such New Securities (not to exceed the amount specified in the offer made pursuant to Section 8(c)(ii));

*provided, further*, that (A) for all purposes under this Agreement, any issuance of New Securities to a Preemptive Rightholder pursuant to this Section 8(c) shall be deemed to have occurred on the date of the consummation of such Specified Issuance and (B) during the period commencing on the consummation of such Specified Issuance and ending on the earlier of (x) the consummation of the issuance of New Securities to a Preemptive Rightholder pursuant to this Section 8(c) and (y) the expiration of the 10-Business Day period specified in clause (iii) above, the New Securities issued pursuant to this Section 8(c) shall not be taken into account in calculating the Proportionate Percentage of any Holder for any purposes under this Agreement.

(d) Closing. The closing of the purchase of New Securities subscribed for by the Preemptive Rightholders under (i) Section 8(b) shall be held at the executive office of the Company at 11:00 a.m., local time, on (a) the 15th Business Day after the giving of the New Issuance Notice pursuant to Section 8(a), if the Preemptive Rightholders elect to purchase all of the New Securities under Section 8(b), or (b) the date of the closing of the sale to the Subject Purchaser made pursuant to Section 8(a) if the Preemptive Rightholders elect to purchase some, but not all, of the New Securities under Section 8(b); (ii) Section 8(c) shall be held at the executive office of the Company at 11:00 a.m., local time, on the 15th Business Day after the date of the offer specified under Section 8(c)(ii); or (iii) in relation to both (i) and (ii), at such other time and place as the parties to the transaction may reasonably agree. At such closing, the Company shall (or shall cause its applicable Subsidiary to) deliver certificates (to the extent that the Company or its applicable Subsidiary has certificated shares) representing the New Securities to the

participating Preemptive Rightholders, and such New Securities shall be issued free and clear of all liens (other than those arising hereunder or pursuant to applicable law and those attributable to actions by the purchasers thereof) and the Company shall (or shall cause its applicable Subsidiary to) so represent and warrant, and further represent and warrant that such New Securities shall be, upon issuance thereof to the Preemptive Rightholders and after payment therefor, duly authorized, validly issued, fully paid and non-assessable. Each Preemptive Rightholder purchasing the New Securities shall deliver at the closing payment in full in immediately available funds for the New Securities purchased by him, her or it. At such closing, all of the parties to the transaction shall execute such additional documents as are otherwise necessary to effectuate the closing. Notwithstanding the foregoing, if the closing of a sale or issuance of New Securities is not consummated within a six-month period (plus such number of additional days (if any) necessary to allow the expiration or termination of all waiting periods under antitrust laws applicable to such sale) after the date upon which the New Issuance Notice is delivered or if the principal terms of such sale change such that the terms are, in the aggregate, less favorable in any material respect to the Preemptive Rightholders than those in the New Issuance Notice, then the restrictions provided for herein shall again become effective, and no issuance or sale of New Securities may be made thereafter by the Company or its applicable Subsidiary without again offering the same to the Preemptive Rightholders in accordance with this Section 8. Notwithstanding any other provision of this Section 8, there shall be no liability on the part of the Company, any of its Subsidiaries or any Holder to any Preemptive Rightholder arising from the failure of the Company or its applicable Subsidiary to consummate the sale of New Securities for any reason.

(e) Assignment of Preemptive Rights. The rights contained in this Section 8 may be assigned or otherwise conveyed to one or more of the applicable Preemptive Rightholder's controlled Affiliates who, in each case, are Accredited Investors; *provided* that such assignment or conveyance is effected in compliance with the terms and conditions of this Agreement applicable to the assignment or Transfer of outstanding Shares.

**9. Corporate Opportunities; Related Party Transactions.**

(a) Corporate Opportunities.

(i) Neither the Executive Manager nor any officer of the Company or any of its Subsidiaries shall be permitted to participate in any corporate opportunity, other than an Excluded Opportunity, that could reasonably be expected to benefit the Company or any of its Subsidiaries based on their respective then-current business plans, in each case, only to the extent such corporate opportunity was presented to or acquired, created or developed by, or otherwise came into the possession of, the Executive Manager or such officer expressly, solely and directly in such person's official capacity as the Executive Manager or officer of the Company or any of its Subsidiaries, as applicable, without first presenting, or offering the opportunity to participate in, such corporate opportunity to the Company or such Subsidiary, as applicable, unless a majority of disinterested Managers confirms that the Company (including its Subsidiaries) will not pursue such opportunity. The Company renounces, to the fullest extent permitted by law, any interest or expectancy of the Company or any of its Subsidiaries in, or in being offered an opportunity to participate in, an Excluded Opportunity. An "Excluded Opportunity" is any matter, transaction or interest that is presented to, acquired, created or developed by, or which otherwise comes into the possession of, any manager or officer of the Company, unless, in each case, such matter, transaction or interest is presented to, acquired, created or developed by, or otherwise comes into the possession of any such Person expressly, solely and directly in connection with his or her

capacity as a manager or officer of the Company and such matter, transaction or interest could reasonably be anticipated to benefit the Company or any of its subsidiaries based on the then-current business plan of the Company. For the avoidance of doubt, in no event shall any shareholder or any partner, member, manager, shareholder, employee or agent of any such shareholder, other than someone who is the Executive Manager or an officer of the Company or any of its Subsidiaries be prohibited or otherwise restricted from undertaking a potential corporate opportunity.

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

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

(iv) To the fullest extent permitted by law, any person or entity purchasing or otherwise acquiring any interest in any Shares shall be deemed to have notice of and to have consented to the provisions of this Section 9.

(b) Related Party Transactions. Other than commercial transactions in the ordinary course of business consistent with past practice and on arms'-length terms and future issuances of Shares in accordance with this Agreement or the Articles, the Company shall not enter into, directly or indirectly, any transaction with (A) a Holder, a Manager, the Chief Executive Officer of the Company or any other officer of the Company, (B) any entity in which one or more Holders, Managers or officers of the Company (including, for the avoidance of doubt, the Chief Executive Officer of the Company) owns, directly or indirectly, individually or in the aggregate, 5% or more of the outstanding equity securities of such entity, or (C) any "affiliate", "associate" or member of the "immediate family" (as each such term is respectively defined in the Exchange Act) of any Person described in the foregoing clauses (A) or (B) (clauses (A), (B) and (C) each, a "Related Party"), without the affirmative vote of a majority of those Managers who are not related parties of the Related Person(s) with whom the Company or any of its Subsidiaries is proposing to enter into the relevant transaction.

## **10. Miscellaneous**

(a) Termination. This Agreement (other than Sections 3(b) and 6 and this Section 9 and their respective defined terms) shall terminate automatically and be of no further force and effect upon the earliest of the following events:

- (i) upon the written consent of Holders owning at least 80% of the then-outstanding Shares;
- (ii) at such time as there is only one Holder;

- (iii) the liquidation, dissolution or winding-up of the Company; and
- (iv) immediately prior to the effectiveness of an Initial Public Offering.

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

(c) Amendment; Modification; Waivers. In the event (i) Holders owning at least 66-<sup>2</sup>/<sub>3</sub>% of the outstanding Shares (the “Supermajority Holder Group”) provide written notice (an “Amendment Notice”) to all Holders with respect to one or more proposed amendments or waivers to this Agreement, then all Holders shall execute and deliver all such other agreements, certificates, instruments and documents as the Supermajority Holder Group may request in order to memorialize the amendments and/or waivers set forth in the applicable Amendment Notice; *provided* that, in addition to and without limiting the foregoing, (i) any Amendment Notice proposing an amendment that adversely affects a Holder relative to other Holders shall also require such Holder’s prior written consent, (ii) any Amendment Notice proposing an amendment to Section 2 of this Agreement that affects a Designating Holder’s right to nominate a Representative Manager shall also require the prior written consent of such Designating Holder and (iii) no provision of this Agreement or the Articles which requires the consent of Holders owning a higher percentage of outstanding Shares than is otherwise held by the Supermajority Holder Group in order to take the action described in such provision (or, for the avoidance of doubt, any defined terms used in any such provision, to the extent amending such defined terms would have the effect of amending such provision) may be amended without the consent of Holders owning such higher percentage of outstanding Shares; *provided, however*, that at any time that the Company delivers written notice to the Holders regarding (A) an amendment to Schedule 1 in order to properly reflect the capitalization of the Company as of such time or (B) appropriate adjustments to this Section 9(c) in order to reflect share dividends, splits, reverse splits, combinations, recapitalizations and the like occurring after the date hereof, all Holders shall execute and deliver all such other agreements, certificates, instruments and documents as the Company may request in order to memorialize such amendments. For the avoidance of doubt, any Amendment Notice delivered by the Supermajority Holder Group or the Majority Holder Group must specifically reference this Agreement or the Articles (as applicable), specify the provision(s) hereof or thereof that it is intended to amend or waive and further specify that it is intended to amend or waive such provision(s).

(d) Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly given (i) upon delivery, if served by personal delivery upon the Person for

whom it is intended, (ii) on the third Business Day after the date mailed if delivered by registered or certified mail, return receipt requested, postage prepaid, (iii) on the following Business Day if delivered by a nationally-recognized, overnight, air courier or (iv) when delivered or, if sent after the Close of Business, on the following Business Day if sent by email, in each case, to the address set forth on such Person's signature page hereto or to such other address as may be designated in writing, in the same manner, by such Person.

(e) Governing Law; Forum.<sup>9</sup> This Agreement and all disputes or controversies arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the laws of [\_\_\_\_], without regard to principles of conflicts of laws. Each of the Company and each Holder agrees that it shall bring any litigation with respect to any claim arising out of or related to this Agreement, exclusively in the courts of [\_\_\_\_] (together with the appellate courts thereof, the "Chosen Courts"). In connection with any claim arising out of or related to this Agreement, each of the Company and each Holder hereby irrevocably and unconditionally (i) submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection that such Person may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over either the Company or the Holder, (iv) agrees that service of process in any such action or proceeding shall be effective if notice is given in accordance with Section 9(g), although nothing contained in this Agreement shall affect the right to serve process in any other manner permitted by law and (v) agrees not to seek a transfer of venue on the basis that another forum is more convenient. Notwithstanding anything herein to the contrary, (i) nothing in this Section 9(e) shall prohibit any party from seeking or obtaining orders for conservatory or interim relief from any court of competent jurisdiction and (ii) each of the Company and each Holder agrees that any judgment issued by a Chosen Court may be recognized, recorded, registered or enforced in any jurisdiction in the world and waives any and all objections or defenses to the recognition, recording, registration or enforcement of such judgment in any such jurisdiction.

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

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

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<sup>9</sup> **Note to Draft:** Governing law and forum to be determined based upon ultimate jurisdiction of the Company.

LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) SUCH PERSON UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) SUCH PERSON MAKES THIS WAIVER VOLUNTARILY, AND (IV) SUCH PERSON HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.]<sup>10</sup>

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

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

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

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

(l) Determination of Ownership. In determining ownership of Shares hereunder for any purpose, the Company may rely solely on the records of the Company's share register.

(m) No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, and notwithstanding the fact that certain of the Holders may be partnerships or limited liability companies, each Holder covenants, agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any of the Company's or any Holder's former, current or future direct or indirect equity holders, controlling Persons, shareholders, directors, officers, employees, agents, Affiliates,

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<sup>10</sup> **Note to Draft:** To be determined whether applicable depending on ultimate jurisdiction of the Company.

members, financing sources, managers, general or limited partners or assignees (and collectively, the “Non-Recourse Parties”), in each case other than the Company, the Holders or any of their permitted assigns under this Agreement, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any of the Non-Recourse Parties, as such, for any obligation or liability of the Company or the Holders under this Agreement or any documents or instruments delivered in connection herewith for any claim based on, in respect of or by reason of such obligations or liabilities or their creation; *provided, however*, that nothing in this Section 9(n) shall relieve or otherwise limit the liability of the Company or any Holder, as such, for any breach or violation of its obligations under this Agreement or such agreements, documents or instruments.

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

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

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

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

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

(s) Use of Holder’s Name. Neither the Company, its Affiliates nor any of their respective Representatives shall issue any press releases or other public disclosure using the name of any Holder or any of its Affiliates without such Holder’s prior written consent; *provided*,

*however*, that the exceptions set forth in Section 3(b) shall apply *mutatis mutandis* to the Company, its Affiliates or their respective Representatives with respect to the disclosure of the name of a Holder or any of its Affiliates (in any press release, other public disclosure or otherwise) as if the name of such Holder or any of its Affiliates were “Confidential Information” (as defined herein).

(t) Governing Documents. It is the intention of the Parties that in the event of any conflict between the terms and provisions of this Agreement and those contained in the Articles and other similar governing documents of the Company, the terms and provisions of this Agreement shall govern and control to the maximum extent permitted by applicable law. In the event of any such conflict, each Holder shall vote (or cause to be voted or provide consent with respect to) all of such Holder’s Shares and any other voting securities of the Company over which such Holder has voting control and shall take all other necessary or desirable actions within such Holder’s control (including attendance at meetings in person or by proxy for purposes of obtaining a quorum and execution of written consents in lieu of meetings) to cause the Articles or other similar governing documents of the Company, as applicable, to be amended to conform the terms and provisions thereof with the terms and provisions of this Agreement.

(u) Insurance. As soon as practicable, but in any event within [90] days of the Reorganization Date (but in any event, effective as of the Reorganization Date), the Company shall obtain from financially sound and reputable insurers (as determined by the Board) directors and officers liability insurance in an amount and on terms and conditions reasonably satisfactory to the Board, which shall in no event provide coverage less favorable to directors and officers than in place as of immediately prior to the Reorganization Date, consistent with past practice, and shall thereafter use commercially reasonable efforts to cause such insurance policies (or similar policies offering at least as favorable coverage) to be maintained continuously.

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

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

**COMPANY:**

**AEGLITES B.V.**

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

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

Title: \_\_\_\_\_

Address:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention:

Email:

**HOLDER:**

[ ]

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

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

Title: \_\_\_\_\_

SCHEDULE 1

*Capitalization Table*

*[See attached.]*

SCHEDULE 3

*Steering Committee*

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EXHIBIT A-1

***Form of Joinder***

The undersigned hereby agrees, effective as of the date set forth below, to become a party to that certain Shareholders' Agreement (as amended, restated and modified from time to time, the "Agreement"), dated as of [\_\_\_\_], 2022, by and among [*Reorganized Aegletes*], a [\_\_\_\_] (the "Company"), and the shareholders of the Company. The undersigned hereby pursuant to this joinder (this "Joinder") agrees to be bound by all of the terms of the Agreement and shall hereafter be deemed to be, for all purposes of the Agreement, a party to the Agreement and a "Holder" (as defined in the Agreement). This Joinder and all disputes or controversies arising out of or relating to this Joinder shall be governed by, and construed in accordance with, the internal laws of [\_\_\_\_], without regard to principles of conflicts of laws.

[ ]

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

Name:

Title:

Date:

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

Email:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention:

Email:

EXHIBIT A-2

*Form of Competitor Certificate*

The undersigned, in his capacity as director of [\_\_\_\_\_] of [\_\_\_\_\_] (“Transferee”), hereby certifies to [*Reorganized Aegletes*], a [\_\_\_\_\_] (the “Company”) that Transferee is not a Competitor (as such term is defined in that certain Shareholders’ Agreement (as may be amended, restated and modified from time to time), dated as of [\_\_\_\_\_] , 2022, by and among the Company and the shareholders of the Company).

[ ]

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

Name:

Title:

Date:

105700474.7

<b>Summary report:</b>	
<b>Litera® Change-Pro for Word 10.14.0.46 Document comparison done on 9/11/2022 9:23:24 PM</b>	
<b>Style name:</b> L&W without Moves	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://usdocs.lw.com/US-DOCS/135188589/3	
<b>Modified DMS:</b> iw://usdocs.lw.com/US-DOCS/135188589/4	
<b>Changes:</b>	
<b><u>Add</u></b>	51
<b><u>Delete</u></b>	22
<i>Move From</i>	0
<i>Move To</i>	0
<b><u>Table Insert</u></b>	0
<b><u>Table Delete</u></b>	0
<i>Table moves to</i>	0
<i>Table moves from</i>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>73</b>

**LUMILEDS HOLDING B.V., Case No. 22-11155**  
**PLAN SUPPLEMENT**

The enclosed “**STATEMENT / NOTICE OF (I) FILING OF PLAN SUPPLEMENT DOCUMENT (NEW COMMON EQUITY DOCUMENTS) AND (II) SUPPLEMENTAL DISCLOSURE FOR THE JOINT PREPACKAGED PLAN OF REORGANIZATION OF LUMILEDS HOLDING B.V. AND ITS AFFILIATE DEBTORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE (RELATED DOCUMENT(S)[24]) FILED BY GEORGE A DAVIS ON BEHALF OF LUMILEDS HOLDING B.V.,** [Docket no. 91] is being served to the respective fund managers on behalf of those parties listed on the attached **Exhibit A**.

Should you have any questions, please contact the Debtors’ Claims and Noticing Agent, Epiq Corporate Restructuring, LLC (“Epiq”), via telephone at (800) 497-9116 for U.S. & Canada parties, or +1 (503) 520-4495 for non US parties, or via email at [LumiledsInfo@epiqglobal.com](mailto:LumiledsInfo@epiqglobal.com).

**Exhibit A**

## Exhibit A

<b>FUND MANAGER</b>	<b>LEGAL NAME</b>
400 CAPITAL	BOSTON PATRIOT MILK ST LLC
400 CAPITAL	400 CAPITAL CREDIT OPPORTUNITIES FUND LTD.
ALCENTRA	SHACKLETON 2013-IV-R CLO, LTD
ALCENTRA	SHACKLETON 2017-XI CLO, LTD
ALCENTRA	BNY MELLON ALCENTRA GLOBAL CREDIT INCOME 2024 TARGET TERM FUND INC
ALCENTRA	SHACKLETON 2013-III CLO, LTD
ALCENTRA	SHACKLETON 2015-VIII CLO, LTD.
ALCENTRA	SHACKLETON 2017-X CLO, LTD
ALCENTRA	BNY MELLON ALCENTRA GLOBAL MULTI-STRATEGY CREDIT FUND, INC.
ALCENTRA	BNY MELLON INVESTMENT FUNDS IV, INC. - BNY MELLON FLOATING RATE INCOME FUND
ALCENTRA	SHACKLETON 2014-V-R CLO, LTD.
ALCENTRA	SHACKLETON 2015-VII-R CLO, LTD.
ALCENTRA	SHACKLETON 2018-XII CLO, LTD.
AMM	AMMC CLO 16, LIMITED.
AMM	AMMC CLO 20, LIMITED
AMM	AMMC CLO XII LTD
AMM	AMMC CLO XI, LIMITED
AMM	AMMC CLO XIII, LIMITED
AMM	AMMC CLO XIV, LIMITED
AMM	GREAT AMERICAN INSURANCE COMPANY
AMM	GREAT AMERICAN LIFE INSURANCE COMPANY
AMM	AMMC CLO 15, LIMITED (FORMERLY THE BANK OF NOVA SCOTIA DBA CHERRYWALK FUNDING LLC)
AMM	AMM CLO 18, LIMITED
AMM	AMMC CLO 19, LIMITED
AMM	AMMC CLO 21, LIMITED
AMM	AMMC CLO 22, LIMITED
ANCHORAGE CAPITAL	610 FUNDING CLO 1, LTD.
ANCHORAGE CAPITAL	610 FUNDING CLO 1, LTD.
ANCHORAGE CAPITAL	610 FUNDING CLO 2, LTD.
ANCHORAGE CAPITAL	610 FUNDING CLO 2, LTD.
ANCHORAGE CAPITAL	ACMO S.A R.L.
ANCHORAGE CAPITAL	ANCHORAGE CREDIT FUNDING 1, LTD.
ANCHORAGE CAPITAL	AIO VI S.A R.L.
ANCHORAGE CAPITAL	AIO VII S.A R.L.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 1-R, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CREDIT FUNDING 3, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CREDIT FUNDING 4, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CREDIT FUNDING 2, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 11, LTD
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL GROUP, L.L.C. AC ANCHORAGE CAPITAL CLO 13, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 15 LTD
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 16, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 19, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 2013-1, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 2018-10, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 21, LTD

## Exhibit A

<b>FUND MANAGER</b>	<b>LEGAL NAME</b>
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 3-R, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 4-R, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 5-R, LTD
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 8, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 9, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CREDIT FUNDING 10, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CREDIT FUNDING 11, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CREDIT FUNDING 5, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CREDIT FUNDING 6, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CREDIT FUNDING 7, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CREDIT FUNDING 8, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL GROUP, LLC AC ANCHORAGE CREDIT FUNDING 9, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 6, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 7, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 18, LTD..
ANCHORAGE CAPITAL	ANCHORAGE CREDIT FUNDING 12, LTD..
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 19, LTD..
ANCHORAGE CAPITAL	ANCHORAGE CREDIT FUNDING 13, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 20, LTD
ANCHORAGE CAPITAL	ANCHORAGE CREDIT FUNDING 14, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 25, LTD.
ANCHORAGE CAPITAL	ANCHORAGE CAPITAL CLO 17, LTD..
ANCHORAGE CAPITAL	PCI FUND LLC
ARES	CRESTLINE DENALI CLO XIV, LTD.
ARES	DENALI CAPITAL CLO XII, LTD..
ARES	CRESTLINE DENALI CLO XV, LTD.-MC80711350
ARES	CRESTLINE DENALI CLO XVI LTD-MC80711360
ARES	CRESTLINE DENALI CLO XVII, LTD...
ARES	CRESTLINE DENALI CLO XVII, LTD...
ARROWMARK (ARROWPOINT)	ELEVATION CLO 2013-1, LTD.
ARROWMARK (ARROWPOINT)	PEAKS CLO 2, LTD.
ARROWMARK (ARROWPOINT)	PEAKS CLO 1, LTD.
ARROWMARK (ARROWPOINT)	ELEVATION CLO 2014-2, LTD.
ARROWMARK (ARROWPOINT)	ELEVATION CLO 2016-5, LTD
ARROWMARK (ARROWPOINT)	ELEVATION CLO 2017-6 LTD.
ARROWMARK (ARROWPOINT)	ELEVATION CLO 2017-8, LTD.
ARROWMARK (ARROWPOINT)	ELEVATION CLO 2018-10, LTD.
ARROWMARK (ARROWPOINT)	ELEVATION CLO 2018-9
ASSURED PARTNERS (BLUE MOUNTAIN)	BLUEMOUNTAIN CLO 2016-2, LTD.
ASSURED PARTNERS (BLUE MOUNTAIN)	BLUEMOUNTAIN CLO 2013-2 LTD.
ASSURED PARTNERS (BLUE MOUNTAIN)	BLUEMOUNTAIN CLO 2018-3, LTD
ASSURED PARTNERS (BLUE MOUNTAIN)	BLUEMOUNTAIN CAPITAL MANAGEMENT, LLC AC BLUEMOUNTAIN CLO XXII LTD
ASSURED PARTNERS (BLUE MOUNTAIN)	BLUEMOUNTAIN CLO XXIII LTD.
ASSURED PARTNERS (BLUE MOUNTAIN)	BLUEMOUNTAIN FUJI US CLO I LTD.

## Exhibit A

<b>FUND MANAGER</b>	<b>LEGAL NAME</b>
ASSURED PARTNERS (BLUE MOUNTAIN)	BLUE MOUNTAIN FUJI US CLO II LTD.
ASSURED PARTNERS (BLUE MOUNTAIN)	BLUEMOUNTAIN FUJI US CLO III LTD.
ASSURED PARTNERS (BLUE MOUNTAIN)	BLUEMOUNTAIN CLO 2015-3 LTD.
AVENUE	AVENUE RP OPPORTUNITIES FUND, LP
AVENUE	AVENUE STRATEGIC OPPORTUNITIES FUND, LP
AVENUE	AVENUE GLOBAL DISLOCATION OPPORTUNITIES FUND, L.P.
AXA	AXA INVESTMENT MANAGERS, INC. AC ALLEGRO CLO II-S, LTD.
AXA	ALLEGRO CLO IV, LTD.
AXA	ALLEGRO CLO VII, LTD.
AXA	ALLEGRO CLO VIII LTD
AXA	ALLEGRO CLO V, LTD
BANK OF AMERICA	BANK OF AMERICA, N.A.
BARCLAYS	BARCLAYS BANK PLC
BARCLAYS	BARCLAYS BANK PLC
BARDIN HILL (HALCYON)	HALCYON LOAN ADVISORS FUNDING 2018-1 LTD.
BARDIN HILL (HALCYON)	HALCYON LOAN ADVISORS FUNDING 2017-2 LTD.
BARDIN HILL (HALCYON)	HALCYON LOAN ADVISORS FUNDING 2017-1 LTD
BARDIN HILL (HALCYON)	HALCYON LOAN ADVISORS FUNDING 2018-2 LTD.
BARDIN HILL (HALCYON)	HALCYON LOAN ADVISORS FUNDING 2014-2 LTD
BARDIN HILL (HALCYON)	HALCYON LOAN ADVISORS FUNDING 2015-2 LTD.
BARDIN HILL (HALCYON)	HALCYON LOAN ADVISORS FUNDING 2014-1 LTD.
BARDIN HILL (HALCYON)	HALCYON LOAN ADVISORS FUNDING 2015-3 LTD.
BARDIN HILL (HALCYON)	HALCYON LOAN ADVISORS FUNDING 2014-3 LTD
BNP PARIBAS	BNP PARIBAS SA
BNP PARIBAS (FORTIS)	CARDIF BNPP IP GLOBAL SENIOR CORPORATE LOANS
BNP PARIBAS (FORTIS)	BNP PARIBAS SENIOR CORPORATE LOANS EUROPE / US
BNP PARIBAS (FORTIS)	BNP PARIBAS FLEXI III SENIOR SECURED BANK LOAN FUND MOGLIANO
BNP PARIBAS (FORTIS)	BNPP IP CLO 2014-II, LTD.
BNP PARIBAS (FORTIS)	BNP PARIBAS FLEXI III - GLOBAL SENIOR CORPORATE LOANS FUND
BNP PARIBAS SA, BXL	BNP PARIBAS SA, BXL
BRIGADE	BIG RIVER GROUP FUND SPC LLC
BRIGADE	BIG RIVER GROUP FUND SPC LLC
BRIGADE	BIG RIVER GROUP FUND SPC LLC
BRIGADE	BRIGADE CREDIT FUND II, LTD.
BRIGADE	BRIGADE CREDIT FUND II, LTD.
BRIGADE	BRIGADE HIGH YIELD FUND LTD..
BRIGADE	MEDIOLANUM BEST BRANDS..
BRIGADE	NEW YORK CITY FIRE DEPARTMENT PENSION FUND..
BRIGADE	NEW YORK CITY POLICE PENSION FUND.....
BRIGADE	SEI INSTITUTIONAL INVESTMENTS TRUST - HIGHYIELD BOND FUND
BRIGADE	SEI INSTITUTIONAL MANAGED TRUST - HIGH YIELD BOND FUND
BRIGADE	CITY OF PHOENIX EMPLOYEES RETIREMENT PLAN..

## Exhibit A

FUND MANAGER	LEGAL NAME
BRIGADE	THE COCA-COLA COMPANY MASTER RETIREMENT TRUST-MC80232380
BRIGADE	THE JPMORGAN CHASE RETIREMENT PLAN....
BRIGADE	FEDEX CORPORATION EMPLOYEES PENSION TRUST
BRIGADE	FUTURE DIRECTIONS CREDIT OPPORTUNITIES FUND
BRIGADE	BRIGADE OPPORTUNISTIC CREDIT LBG FUND LTD.
BRIGADE	SC CREDIT OPPORTUNITIES MANDATE LLC
BRIGADE	SC CREDIT OPPORTUNITIES MANDATE LLC
BRIGADE	U.S. HIGH YIELD BOND FUND
BRIGADE	BRIGADE DIVERSIFIED CREDIT CIT
BRIGADE	BRIGADE DIVERSIFIED CREDIT CIT
BRIGADE	DELTA MASTER TRUST
BRIGADE	LOS ANGELES COUNTY EMPLOYEES RETIREMENT ASSOCIATION
BRIGADE	SEI INSTITUTIONAL MANAGED TRUST - MULTI STRATEGY ALTERNATIVE FUND
BRIGADE	BRIGADE CAPITAL MANAGEMENT, LP AC TEACHERS' RETIREMENT SYSTEM OF THE CITY OF NEW YORK 001
BRIGADE	PANTHER BCM LLC
CANARAS	SARANAC CLO V LIMITED
CANARAS	SARANAC CLO VII LIMITED
CAPITAL FOUR	CAPITAL FOUR INVEST - CREDIT OPPORTUNITIES FUND
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2014-5, LTD
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2016-1, LTD.
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2016-3, LTD.
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2014-2-R, LTD
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2015-1, LTD.
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2014-3-R, LTD.
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2014-4-R, LTD.
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2015-5, LTD.
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2012-4, LTD.
CARLYLE	CARLYLE CI7 CLO, LTD.
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2015-4 ,LTD.
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2014-1, LTD.
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2013-3, LTD.
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2012-3 LIMITED
CARLYLE	CARLYLE US CLO 2016-4, LTD.
CARLYLE	CARLYLE US CLO 2017-1, LTD.
CARLYLE	CARLYLE US CLO 2017-2, LTD
CARLYLE	CARLYLE US CLO 2017-3, LTD
CARLYLE	CARLYLE US CLO 2017-4, LTD
CARLYLE	CARLYLE US CLO 2017-5, LTD.
CARLYLE	CARLYLE US CLO 2018-1, LTD.
CARLYLE	CARLYLE US CLO 2018-2, LTD.
CARLYLE	CARLYLE US CLO 2018-3, LTD
CARLYLE	CARLYLE US CLO 2018-4, LTD.
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2013-4 LTD
CARLYLE	CARLYLE GLOBAL MARKET STRATEGIES CLO 2013-1, LTD.
CARVAL	CARVAL CLO I LTD.
CARVAL	CARVAL CLO II LTD.
CERBERUS	CERBERUS CORPORATE CREDIT FUND, L.P.

## Exhibit A

FUND MANAGER	LEGAL NAME
CIFC	CIFC FUNDING 2015-IV, LTD.
CIFC	CIFC LOAN OPPORTUNITY FUND, LTD.
CIFC	CIFC FUNDING 2014-V, LTD.
CIFC	CIFC FUNDING 2015-I, LTD.
CIFC	CIFC FUNDING 2015-III, LTD.
CIFC	CIFC FUNDING 2013-IV, LTD.
CIFC	CIFC FUNDING 2014, LTD.
CIFC	CIFC FUNDING 2014-II-R, LTD.
CIFC	CIFC FUNDING 2014-IV-R, LTD.
CIFC	CIFC FUNDING 2017-III, LTD.
CIFC	CIFC FUNDING 2017-IV, LTD.
CIFC	CIFC FUNDING 2017-V, LTD
CIFC	CIFC FUNDING 2018-I, LTD
CIFC	CIFC LOAN OPPORTUNITY FUND II, LTD.
CITADEL	BORDEAUX LLC
CITADEL	SECURASSET S.A. ACTING THROUGH ITS COMPARTMENT SUVVLUXF0001
CITADEL	CITADEL EQUITY FUND LTD.
CITIBANK	CITIBANK, N.A.
CITIBANK	CITIBANK, NATIONAL ASSOCIATION
CITIBANK NA.	CITIBANK NA.
CITIGROUP FINANC. PRODUCTS INC	CITIGROUP FINANC. PRODUCTS INC
COLUMBIA	COLUMBIA CENT CLO 27 LIMITED
COLUMBIA	COLUMBIA CENT CLO 28 LIMITED
COLUMBIA	COLUMBIA FLOATING RATE FUND, A SERIES OF COLUMBIA FUNDS SERIES TRUST II
COLUMBIA	CENT CLO 21 LIMITED
COOPERATIEVE RABOBANK U.A.	COOPERATIEVE RABOBANK U.A.
CREDIT SUISSE	CREDIT SUISSE LOAN FUNDING LLC
CREDIT SUISSE AG, CAYMAN ISLAN	CREDIT SUISSE AG, CAYMAN ISLAN
CREDIT VALUE PARTNERS	CVP CLO 2017-2, LTD.
CREDIT VALUE PARTNERS	MKS CLO 2017-1, LTD.
DE SHAW	DE SHAW & COMPANY LP AC D E SHAW GALVANIC PORTFOLIOS L L C
DEUTSCHE BANK	DEUTSCHE BANK AG, CAYMAN ISLANDS
DEUTSCHE BK AG,HOST BK	DEUTSCHE BK AG,HOST BK
DFG (VIBRANT)	VIBRANT CLO IX, LTD.
DFG (VIBRANT)	VIBRANT CLO VII, LTD.
DFG (VIBRANT)	VIBRANT CLO VIII, LTD
DFG (VIBRANT)	VIBRANT CLO III, LTD.
DFG (VIBRANT)	VIBRANT CLO IV, LTD.
DFG (VIBRANT)	SENTE MASTER FUND, L.P..
DFG (VIBRANT)	VIBRANT CLO VI, LTD.
DFG (VIBRANT)	VIBRANT CLO X, LTD.
DFG (VIBRANT)	VIBRANT CLO XI LTD
DOUBLELINE	DESTINATIONS CORE FIXED INCOME FUND, A SERIES OF BRINKER CAPITAL DESTINATIONS TRUST

## Exhibit A

<b>FUND MANAGER</b>	<b>LEGAL NAME</b>
DOUBLELINE	DESTINATIONS CORE FIXED INCOME FUND, A SERIES OF BRINKER CAPITAL DESTINATIONS TRUST
DOUBLELINE	DOUBLELINE FUNDS TRUST AC DOUBLELINE CORE FIXED INCOME FUND
DOUBLELINE	DOUBLELINE FUNDS TRUST - DOUBLELINE FLEXIBLE INCOME FUND
DOUBLELINE	DOUBLELINE SHILLER ENHANCED CAPE
DOUBLELINE	DOUBLELINE OPPORTUNISTIC INCOME MASTER FUND LP
DOUBLELINE	DOUBLELINE FUNDS TRUST-DOUBLELINE FLOATING RATE FUND
DOUBLELINE	LITMAN GREGORY FUNDS TRUST - LITMAN GREGORY MASTERS ALTERNATIVE STRATEGIES FUND.
DOUBLELINE	PARALLEL 2015-1 LTD.
DOUBLELINE	PARALLEL 2017-1 LTD.
DOUBLELINE	PARALLEL 2018-1 LTD
DOUBLELINE	DOUBLELINE CAPITAL, LP AC JNL SERIES TRUST - JNL/DOUBLELINE CORE FIXED INCOME FUND
DOUBLELINE	JNL/DOUBLELINE SHILLER ENHANCED CAPE FUND
DOUBLELINE	RIVERNORTH / DOUBLELINE STRATEGIC OPPORTUNITY FUND, INC.
DOUBLELINE	DOUBLELINE CAPITAL, LP AC RIVERNORTH FUNDS - RIVERNORTH/DOUBLELINE STRATEGIC INCOME FUND
DOUBLELINE	SPDR DOUBLELINE TOTAL RETURN TACTICAL ETF
DOUBLELINE	TREASURER OF THE STATE OF NORTH CAROLINA
EATON VANCE (MSIM)	EATON VANCE FLOATING RATE PORTFOLIO
EATON VANCE (MSIM)	CALVERT MANAGEMENT SERIES - CALVERT FLOATING-RATE ADVANTAGE FUND
EATON VANCE (MSIM)	EATON VANCE INSTITUTIONAL SENIOR LOAN PLUS FUND
EATON VANCE (MSIM)	BRIGHTHOUSE FUNDS TRUST I
EATON VANCE (MSIM)	SENIOR DEBT PORTFOLIO
EATON VANCE (MSIM)	EATON VANCE SENIOR FLOATING - RATE TRUST
EATON VANCE (MSIM)	EATON VANCE CLO 2014-1R, LTD
EATON VANCE (MSIM)	EATON VANCE FLOATING RATE INCOME TRUST
EATON VANCE (MSIM)	EATON VANCE INSTITUTIONAL SENIOR LOAN FUND
EATON VANCE (MSIM)	EATON VANCE INTERNATIONAL (CAYMAN ISLANDS) FLOATING-RATE INCOME PORTFOLIO
EATON VANCE (MSIM)	EATON VANCE LIMITED DURATION INCOME FUND
EATON VANCE (MSIM)	EATON VANCE LOAN HOLDING LIMITED
EATON VANCE (MSIM)	EATON VANCE SENIOR INCOME TRUST
EATON VANCE (MSIM)	EATON VANCE VT FLOATING-RATE INCOME FUND
EATON VANCE (MSIM)	EATON VANCE CLO 2015-1, LTD.
EATON VANCE (MSIM)	EATON VANCE CLO 2013-1 LTD
EATON VANCE (MSIM)	EATON VANCE CLO 2018-1, LTD.
ELLINGTON MANAGEMENT	COWEN SPECIAL INVESTMENTS LLC
ELMWOOD	ELMWOOD CLO V LTD.
ELMWOOD	ELMWOOD CLO VI, LTD.
ELMWOOD	ELMWOOD CLO VIII LTD..
ELMWOOD	ELMWOOD CLO X, LTD.
ELMWOOD	ELMWOOD CLO IX, LTD..
ELMWOOD	ELMWOOD CLO XI, LTD..
ELMWOOD	ELMWOOD CLO VII LTD.

## Exhibit A

<b>FUND MANAGER</b>	<b>LEGAL NAME</b>
FINEPOINT CAPITAL	CORONET FIRTH II LLC
GOLDMAN SACHS	GOLDMAN SACHS LENDING PARTNERS LLC
GOLDMAN SACHS	MTGLQ INVESTORS, L.P. DBA GOLDMAN SACHS LENDING PARTNERS LLC
GSO/BLACKSTONE	BLACKSTONE/GSO FLOATING RATE ENHANCED INCOME FUND
GSO/BLACKSTONE	BLACKSTONE-GSO SENIOR FLOATING RATE TERM FUND
GSO/BLACKSTONE	BLACKSTONE DIVERSIFIED ALTERNATIVES ASSET HOLDCO LLC
GSO/BLACKSTONE	BLACKSTONE/GSO GLOBAL DYNAMIC CREDIT FUNDING DESIGNATED ACTIVITY COMPANY.
GSO/BLACKSTONE	BLACKSTONE TREASURY ASIA PTE LIMITED
GSO/BLACKSTONE	BLACKSTONE GSO US LOAN MASTER FUND DBA BLACKSTONE GSO US LOAN FUNDING DESIGNATED ACTIVITY COMPANY
GSO/BLACKSTONE	BRISTOL PARK CLO, LTD.
GSO/BLACKSTONE	GSO / BLACKSTONE DEBT FUNDS MANAGEMENT LLC AC BUTTERMILK PARK CLO, LTD
GSO/BLACKSTONE	COOK PARK CLO, LTD.
GSO/BLACKSTONE	BANDERA STRATEGIC CREDIT PARTNERS I, L.P..
GSO/BLACKSTONE	BLACKSTONE HARRINGTON PARTNERS L.P.
GSO/BLACKSTONE	BLACKSTONE / GSO LONG-SHORT CREDIT INCOME FUND
GSO/BLACKSTONE	CATSKILL PARK CLO LTD
GSO/BLACKSTONE	DEWOLF PARK CLO, LTD.
GSO/BLACKSTONE	GILBERT PARK CLO LTD
GSO/BLACKSTONE	GREENWOOD PARK CLO, LTD
GSO/BLACKSTONE	GRIPPEN PARK CLO, LTD.
GSO/BLACKSTONE	PPG INDUSTRIES, INC. PENSION PLAN TRUST
GSO/BLACKSTONE	SCOTTISH WIDOWS RETIREMENT BENEFITS SCHEME
GSO/BLACKSTONE	TACONIC PARK CLO, LTD.
GSO/BLACKSTONE	THAYER PARK CLO, LTD.
GSO/BLACKSTONE	WHEELS COMMON INVESTMENT FUND.
GSO/BLACKSTONE	SPDR BLACKSTONE / GSO SENIOR LOAN ETF
GSO/BLACKSTONE	STEWART PARK CLO, LTD.
GSO/BLACKSTONE	BURNHAM PARK CLO, LTD.
GSO/BLACKSTONE	HBOS FINAL SALARY PENSION SCHEME
GSO/BLACKSTONE	LLOYDS BANK PENSION SCHEME NO. 1...
GSO/BLACKSTONE	LLOYDS BANK PENSION SCHEME NO. 2...
GSO/BLACKSTONE	GSO / BLACKSTONE DEBT FUNDS MANAGEMENT LLC AC CHENANGO PARK CLO LTD
GSO/BLACKSTONE	LONG POINT PARK CLO, LTD.
GSO/BLACKSTONE	BLACKSTONE GSO STRATEGIC CREDIT FUND
GSO/BLACKSTONE	BLACKSTONE GSO STRATEGIC CREDIT FUND
GSO/BLACKSTONE	WEBSTER PARK CLO, LTD
GSO/BLACKSTONE	JAY PARK CLO LTD.
GSO/BLACKSTONE	GSO / BLACKSTONE DEBT FUNDS MANAGEMENT LLC AC MYERS PARK CLO, LTD.
HALCYON LOAN ADVISORS	HALCYON LOAN ADVISORS FUNDING 2015-1 LTD.
ICICI BANK	ICICI BANK UK PLC
ING CAPITAL	ING CAPITAL LLC
ING CAPITAL LLC	ING CAPITAL LLC

## Exhibit A

<b>FUND MANAGER</b>	<b>LEGAL NAME</b>
INSIGHT (CUTWATER)	CUTWATER 2014-I LTD
INSIGHT (CUTWATER)	CUTWATER 2015-I, LTD.
INTERMEDIATE CAPITAL GROUP	ICG US CLO 2015-1, LTD.
INTERMEDIATE CAPITAL GROUP	ICG US CLO 2014-1 LTD
INTERMEDIATE CAPITAL GROUP	ICG US CLO 2014-2 LTD
INTERMEDIATE CAPITAL GROUP	ICG US CLO 2016-1, LTD.
INTERMEDIATE CAPITAL GROUP	ICG US CLO 2014-3, LTD
INTERMEDIATE CAPITAL GROUP	ICG US CLO 2018-1 LTD
INTERMEDIATE CAPITAL GROUP	ICG US CLO 2017-1, LTD.
INTERMEDIATE CAPITAL GROUP	ICG US CLO 2015-2R, LTD.
JPMORGAN	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION - LONDON BRANCH
JPMORGAN	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
KING STREET	ROCKFORD TOWER CLO 2017-1, LTD.
KING STREET	ROCKFORD TOWER CLO 2018-1, LTD.
KING STREET	ROCKFORD TOWER CLO 2018-2, LTD.
KING STREET	ROCKFORD TOWER CLO 2017 2 LTD
KING STREET	ROCKFORD TOWER CLO 2019-1, LTD.
LCM MANAGEMENT	LCM 27 LTD.
LCM MANAGEMENT	LCM XXII LTD.
LCM MANAGEMENT	LCM XXIII LTD.
LCM MANAGEMENT	LCM XXIV LTD.
LCM MANAGEMENT	LCM 26 LTD.
LCM MANAGEMENT	LCM XIII LIMITED PARTNERSHIP
LCM MANAGEMENT	LCM XIX LIMITED PARTERSHIP
LCM MANAGEMENT	LCM XIV LIMITED PARTNERSHIP
LCM MANAGEMENT	LCM XV LIMITED PARTNERSHIP
LCM MANAGEMENT	LCM XVI LIMITED PARTNERSHIP
LCM MANAGEMENT	LCM XVII LIMITED PARTNERSHIP
LCM MANAGEMENT	LCM XVIII LIMITED PARTNERSHIP
LCM MANAGEMENT	LCM XX LIMITED PARTNERSHIP
LCM MANAGEMENT	LCM XXI LIMITED PARTNERSHIP
LCM MANAGEMENT	LCM XXV LTD
LIBERTY MUTUAL	EMPLOYERS INSURANCE COMPANY OF WAUSAU
LIBERTY MUTUAL	SAFECO INSURANCE COMPANY OF AMERICA.
LION POINT CAPITAL	LION POINT MASTER, LP
LORD ABBETT	LORD ABBETT FLOATING RATE FUND LTD
LORD ABBETT	LORD ABBETT INVESTMENT TRUST - LORD ABBETT FLOATING RATE FUND
LORD ABBETT	LORD ABBETT BANK LOAN TRUST
LORD ABBETT	LORD ABBETT INVESTMENT TRUST - LORD ABBETT FLOATING RATE FUND.
MJX	VENTURE 32 CLO, LIMITED
MJX	VENTURE XXIX CLO, LIMITED
MJX	VENTURE XXV CLO, LIMITED
MJX	VENTURE XXVIII CLO, LIMITED
MJX	VENTURE XVIII CLO, LIMITED
MJX	VENTURE XIII CLO, LIMITED
MJX	VENTURE 35 CLO, LIMITED
MJX	VENTURE XVII CLO, LIMITED
MJX	VENTURE XXI CLO, LIMITED

## Exhibit A

<b>FUND MANAGER</b>	<b>LEGAL NAME</b>
MJX	VENTURE XXII CLO, LIMITED
MJX	VENTURE XXIV CLO, LIMITED
MJX	VENTURE 28A CLO, LIMITED
MJX	VENTURE 31 CLO, LIMITED
MJX	VENTURE XIV CLO, LIMITED
MJX	VENTURE XIX CLO, LIMITED
MJX	VENTURE XV CLO LIMITED
MJX	VENTURE XXIII CLO, LIMITED
MJX	VENTURE XXVI CLO, LIMITED
MJX	VENTURE XXVII CLO, LIMITED
MJX	VENTURE 33 CLO, LIMITED
MJX	VENTURE XXX CLO, LIMITED
MORGAN STANLEY	MORGAN STANLEY SENIOR FUNDING, INC.
MORGAN STANLEY	MORGAN STANLEY SENIOR FUNDING, INC.
NAPIER PARK (FORMERLY CGAM)	REGATTA VI FUNDING LTD.
NAPIER PARK (FORMERLY CGAM)	REGATTA II FUNDING L.P.
NAPIER PARK (FORMERLY CGAM)	REGATTA IX FUNDING LTD.
NAPIER PARK (FORMERLY CGAM)	REGATTA X FUNDING, LTD.
NAPIER PARK (FORMERLY CGAM)	REGATTA XI FUNDING LTD.
NAPIER PARK (FORMERLY CGAM)	REGATTA XIII FUNDING LTD.
NAPIER PARK (FORMERLY CGAM)	REGATTA XIV FUNDING LTD.
NAPIER PARK (FORMERLY CGAM)	REGATTA XV FUNDING LTD.
NAPIER PARK (FORMERLY CGAM)	REGATTA VII FUNDING LTD.
NAPIER PARK (FORMERLY CGAM)	REGATTA VIII FUNDING LTD.
NASSAU	NASSAU 2018-II LTD.
NASSAU	NASSAU 2017-I LTD.
NASSAU	NASSAU 2017-II LTD.
NASSAU	NASSAU 2018-I LTD.
NEUBERGER BERMAN	NEUBERGER BERMAN INCOME FUNDS - FLOATING RATE INCOME FUND
NEUBERGER BERMAN	NEUBERGER BERMAN INVESTMENT ADVISERS AC NEUBERGER BERMAN INVESTMENT FUNDS II PLC - NEUBERGER BERMAN GLOBAL SENIOR FLOATING RATE INCOME FUND
NEUBERGER BERMAN	NEUBERGER BERMAN LOAN ADVISERS CLO 28, LTD
NOMURA	NCRAM LOAN TRUST
NOMURA	THE MASTER TRUST BANK OF JAPAN LTD DBA NOMURA BOND AND LOAN FUND
NUT TREE	NUT TREE DRAWDOWN MASTER FUND, LP
NUT TREE	NUT TREE MASTER FUND, LP
NUT TREE	NUVEEN LONG-SHORT CREDIT FUND, L.P.

## Exhibit A

<b>FUND MANAGER</b>	<b>LEGAL NAME</b>
NUVEEN/SYMPHONY	MENARD, INC
NUVEEN/SYMPHONY	NUVEEN MULTI-ASSET INCOME FUND.
NUVEEN/SYMPHONY	SYMPHONY CLO XXIII, LTD.-MC80757940
NUVEEN/SYMPHONY	SYMPHONY CLO XXV, LTD.
NUVEEN/SYMPHONY	NUVEEN SENIOR INCOME FUND.
NUVEEN/SYMPHONY	NUVEEN SENIOR INCOME FUND.
NUVEEN/SYMPHONY	NUVEEN ALTERNATIVE INVESTMENT FUNDS SICAV-SIF - NUVEEN US SENIOR LOAN FUND
NUVEEN/SYMPHONY	NUVEEN CREDIT STRATEGIES INCOME FUND.
NUVEEN/SYMPHONY	NUVEEN CREDIT STRATEGIES INCOME FUND.
NUVEEN/SYMPHONY	NUVEEN GLOBAL HIGH INCOME FUND
NUVEEN/SYMPHONY	NUVEEN HIGH INCOME BOND FUND
NUVEEN/SYMPHONY	PENSIONDANMARK PENSIONSFORSIKRINGSAKTIESELSKAB.....
NUVEEN/SYMPHONY	NUVEEN SENIOR LOAN FUND, LP
NUVEEN/SYMPHONY	NUVEEN SENIOR LOAN FUND, L.P.
NUVEEN/SYMPHONY	PRINCIPAL FUNDS, INC - DIVERSIFIED REAL ASSET FUND
NUVEEN/SYMPHONY	RURAL INDIA SUPPORTING TRUST.
NUVEEN/SYMPHONY	SYMPHONY CLO XXII, LTD
NUVEEN/SYMPHONY	TCI-SYMPHONY CLO 2016-1 LTD.
NUVEEN/SYMPHONY	NUVEEN INVESTMENT TRUST III - NUVEEN SYMPHONY FLOATING RATE INCOME FUND
NUVEEN/SYMPHONY	NUVEEN INVESTMENT TRUST III - NUVEEN SYMPHONY FLOATING RATE INCOME FUND
NUVEEN/SYMPHONY	SYMPHONY CLO XIV, LTD.
NUVEEN/SYMPHONY	SYMPHONY CLO XV, LTD.
NUVEEN/SYMPHONY	SYMPHONY CLO XIX, LTD.
NUVEEN/SYMPHONY	SYMPHONY CLO XVII, LTD.
NUVEEN/SYMPHONY	SYMPHONY CLO XVIII, LTD.
NUVEEN/SYMPHONY	SYMPHONY CLO XX, LTD.
NUVEEN/SYMPHONY	SYMPHONY FLOATING RATE SENIOR LOAN FUND
NUVEEN/SYMPHONY	NUVEEN SHORT DURATION CREDIT OPPORTUNITIES FUND
NUVEEN/SYMPHONY	BAYCITY CORPORATE ARBITRAGE AND RELATIVE VALUE FUND, L.P.
NUVEEN/SYMPHONY	BAYCITY HIGH YIELD INCOME FUND, L.P..
NUVEEN/SYMPHONY	CALIFORNIA STREET CLO IX LIMITED PARTNERSHIP
NUVEEN/SYMPHONY	PRINCIPAL DIVERSIFIED REAL ASSET CIT
NUVEEN/SYMPHONY	GOLDMAN SACHS TRUST II - GOLDMAN SACHS MULTI-MANAGER NON-CORE FIXED INCOME FUND
NUVEEN/SYMPHONY	MUNICIPAL EMPLOYEES' ANNUITY AND BENEFIT FUND OF CHICAGO
NUVEEN/SYMPHONY	MUNICIPAL EMPLOYEES' ANNUITY AND BENEFIT FUND OF CHICAGO
NUVEEN/SYMPHONY	NOMURA MULTI-MANAGERS FUND - GLOBAL BOND...
NUVEEN/SYMPHONY	NOMURA MULTI-MANAGERS FUND - GLOBAL BOND...
NUVEEN/SYMPHONY	NUVEEN FLOATING RATE INCOME OPPORTUNITY FUND
NUVEEN/SYMPHONY	NUVEEN FLOATING RATE INCOME OPPORTUNITY FUND
NUVEEN/SYMPHONY	NUVEEN FLOATING RATE INCOME FUND
NUVEEN/SYMPHONY	NUVEEN FLOATING RATE INCOME FUND
NUVEEN/SYMPHONY	NUVEEN FLOATING RATE INCOME FUND

## Exhibit A

FUND MANAGER	LEGAL NAME
NUVEEN/SYMPHONY	NUVEEN INVESTMENT TRUST III-NUVEEN SYMPHONY CREDIT OPPORTUNITIES FUND
NUVEEN/SYMPHONY	SYMPHONY CLO XVI, LTD.
NUVEEN/SYMPHONY	SYMPHONY CLO XVI, LTD.
NUVEEN/SYMPHONY	TCI-SYMPHONY CLO 2017-1 LTD.
NUVEEN/SYMPHONY	TCI-SYMPHONY CLO 2017-1 LTD.
NUVEEN/SYMPHONY	SYMPHONY CLO XXI, LTD.
NUVEEN/SYMPHONY	SYMPHONY CLO XXVI, LTD.
NUVEEN/SYMPHONY	NUVEEN OPPORTUNISTIC STRATEGIES LLC
NUVEEN/SYMPHONY	TIAA CLO IV LTD.
NUVEEN/SYMPHONY	SYMPHONY CLO XXIV, LTD
NUVEEN/SYMPHONY	TIAA CLO I LTD.
NUVEEN/SYMPHONY	TEACHERS ADVISORS, LLC AC TIAA CLO III LTD.
NUVEEN/SYMPHONY	TIAA-CREF BOND FUND
NUVEEN/SYMPHONY	TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA DBA TIAA GLOBAL PUBLIC INVESTMENTS LLC - SERIES LOAN
NUVEEN/SYMPHONY	TIAA-CREF FUNDS - TIAA-CREF HIGH-YIELD FUND.
NY LIFE	FLATIRON CLO 17 LTD
NY LIFE	MAINSTAY FLOATING RATE FUND, A SERIES OF MAINSTAY FUNDS TRUST.
NY LIFE	MAINSTAY VP FLOATING RATE PORTFOLIO, A SERIES OF MAINSTAY VP FUNDS TRUST
NY LIFE	NEW YORK LIFE INSURANCE COMPANY
NY LIFE	NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
NY LIFE	FLATIRON CLO 18 LTD.
NY LIFE	TCI-FLATIRON CLO 2017-1 LTD
NY LIFE	TCI-FLATIRON CLO 2016-1, LTD
ORCHARD FIRST SOURCE	OFSI BSL VIII, LTD.
ORCHARD FIRST SOURCE	OFSI BSL IX, LTD.
PACIFIC LIFE	PACIFIC SELECT FUND - HIGH YIELD BOND PORTFOLIO
PACIFIC LIFE	PACIFIC FUNDS HIGH INCOME
PACIFIC LIFE	PACIFIC FUNDS STRATEGIC INCOME
PALOMA PARTNERS	SUNRISE PARTNERS LIMITED PARTNERSHIP
PAR IV	TRALEE CLO II LTD.
PAR IV	TRALEE CLO IV, LTD
PAR IV	TRALEE CLO V LTD.
PENTWATER	PENTWATER CAPITAL MANAGEMENT LP AC LMA SPC MAP 98 SEGREGATED PORTFOLIO
PENTWATER	OCEANA MASTER FUND LTD.
PENTWATER	PENTWATER CAPITAL MANAGEMENT LP AC PENTWATER CREDIT MASTER FUND LTD
PENTWATER	PWCM MASTER FUND LTD..
PICTET	ALPHANATICS MASTER FUND LTD
PICTET	PICTET ALT - DISTRESSED & SPECIAL SITUATIONS
PINEBRIDGE	GALAXY XXIII CLO LTD
PINEBRIDGE	GALAXY XXIV CLO, LTD
PINEBRIDGE	GALAXY XXV CLO, LTD.
PINEBRIDGE	GALAXY XXVI CLO, LTD.
PINEBRIDGE	GALAXY XXVIII CLO, LTD.
PINEBRIDGE	PINEBRIDGE GLOBAL DYNAMIC ASSET ALLOCATION FUND

## Exhibit A

<b>FUND MANAGER</b>	<b>LEGAL NAME</b>
PINEBRIDGE	GALAXY XV CLO, LTD
PINEBRIDGE	GALAXY XIX CLO, LTD.
PINEBRIDGE	GALAXY XX CLO, LTD
PINEBRIDGE	GALAXY XXI CLO, LTD.
PINEBRIDGE	GALAXY XXII CLO, LTD
PINEBRIDGE	GALAXY XXVII CLO, LTD.
PINEBRIDGE	PORTICO BENEFIT SERVICES
PRETIUM (VALCOUR)	CROWN POINT CLO 7 LTD.
PRINCIPAL	PRINCIPAL FUND INC - GLOBAL DIVERSIFIED INCOME FUND...
RBC	ROYAL BANK OF CANADA
SEIX	MOUNTAIN VIEW CLO 2017-2 LTD
SEIX	MOUNTAIN VIEW CLO 2014-1 LTD.
SEIX	CITY NATIONAL ROCHDALE FUNDS - CITY NATIONAL ROCHDALE FIXED INCOME OPPORTUNITIES FUND
SEIX	MOUNTAIN VIEW CLO 2013-1 LTD.
SEIX	MOUNTAIN VIEW CLO 2016-1 LTD.
SEIX	MOUNTAIN VIEW CLO 2017-1 LTD.
SEIX	MOUNTAIN VIEW CLO IX LTD.
SEIX	MOUNTAIN VIEW CLO X LTD.
SEIX	VIRTUS ASSET TRUST - VIRTUS SEIX FLOATING RATE HIGH INCOME FUND
SEIX	VIRTUS ASSET TRUST - VIRTUS SEIX FLOATING RATE HIGH INCOME FUND
SIGNAL PEAK (MARINER)	SIGNAL PEAK CLO 5, LTD.
SIGNAL PEAK (MARINER)	SIGNAL PEAK CLO 2, LLC
SIGNAL PEAK (MARINER)	SIGNAL PEAK CLO 4, LTD.
SIGNAL PEAK (MARINER)	SIGNAL PEAK CLO 4, LTD.
SIGNAL PEAK (MARINER)	ORIX CORPORATE CAPITAL INC DBA SIGNAL PEAK CLO 2, LLC
SIGNAL PEAK (MARINER)	SIGNAL PEAK CLO 1, LTD..
SIGNAL PEAK (MARINER)	SIGNAL PEAK CLO 6, LTD.
SIGNAL PEAK (MARINER)	SIGNAL PEAK CLO 7, LTD.
SIGNAL PEAK (MARINER)	SIGNAL PEAK CLO 3, LTD.
SOUND POINT CAPITAL	SOUND POINT CLO IX, LTD.
SOUND POINT CAPITAL	SOUND POINT DISTRESSED LOAN OPPORTUNITY MASTER FUND I DESIGNATED ACTIVITY COMPANY
SOUND POINT CAPITAL	SOUND POINT TACTICAL LOAN OPPORTUNITY MASTER FUND I DESIGNATED ACTIVITY COMPANY.
SOUND POINT CAPITAL	SOUND POINT CLO V-R, LTD
SOUND POINT CAPITAL	SOUND POINT CLO XVII LTD
SOUND POINT CAPITAL	SOUND POINT CLO XXI, LTD.
SOUND POINT CAPITAL	SOUND POINT CLO VI-R, LTD
SOUND POINT CAPITAL	SOUND POINT CLO XII, LTD.
SOUND POINT CAPITAL	SOUND POINT CLO XIV, LTD.
SOUND POINT CAPITAL	SOUND POINT CLO XV, LTD.
SOUND POINT CAPITAL	SOUND POINT CLO XVI, LTD.
SOUND POINT CAPITAL	SOUND POINT CLO XX, LTD
STEELE CREEK	STEELE CREEK CLO 2017-1, LTD.
STEELE CREEK	STEELE CREEK CLO 2016-1, LTD
STEELE CREEK	STEELE CREEK CLO 2014-1R, LTD.

## Exhibit A

<b>FUND MANAGER</b>	<b>LEGAL NAME</b>
STEELE CREEK	STEELE CREEK CLO 2018-1, LTD.
STEELE CREEK	STEELE CREEK CLO 2018-2, LTD.
STEELE CREEK	STEELE CREEK CLO 2019-1, LTD
STEELE CREEK	STEELE CREEK CLO 2019-2, LTD.
TELOS / TRICADIA	TELOS CLO 2013-3 LTD
TELOS / TRICADIA	TELOS CLO 2014-5, LTD.
TELOS / TRICADIA	TELOS CLO 2014-6, LTD.
TRIMARAN	CATAMARAN CLO 2018-1 LTD.
TRIMARAN	CATAMARAN CLO 2014-1 LTD.
TRIMARAN	CATAMARAN CLO 2014-2 LTD.
UBS	UBS AG - STAMFORD BRANCH
VOYA	VOYA CLO 2015-3, LTD.
VOYA	VOYA CLO 2012-4, LTD.
VOYA	VOYA CLO 2013-1 LTD
VOYA	VOYA CLO 2013-2, LTD.
VOYA	VOYA CLO 2014-2, LTD.
VOYA	VOYA CLO 2014-4, LTD.
VOYA	VOYA ALTERNATIVE ASSET MANAGEMENT LLC AC VOYA CLO 2016-3, LTD.
VOYA	VOYA CLO 2017-4, LTD.
VOYA	VOYA CLO 2018-1, LTD.
VOYA	VOYA CLO 2018-2, LTD...
VOYA	VOYA CLO 2018-3, LTD.
VOYA	VOYA CLO 2014-1, LTD.
VOYA	VOYA CLO 2015-1, LTD..
VOYA	VOYA CLO 2016-2, LTD.
VOYA	VOYA CLO 2016-1, LTD.
VOYA	VOYA CLO 2017-1, LTD.
VOYA	VOYA CLO 2017-2, LTD.
VOYA	VOYA CLO 2017-3 LTD
WELLFLEET (LITTLEJOHN)	WELLFLEET CLO 2016-2, LTD.
WELLFLEET (LITTLEJOHN)	WELLFLEET CLO 2018-1, LTD
WELLFLEET (LITTLEJOHN)	WELLFLEET CLO 2016-1, LTD.
WELLFLEET (LITTLEJOHN)	WELLFLEET CLO 2017-1, LTD.
WELLFLEET (LITTLEJOHN)	WELLFLEET CREDIT PARTNERS LLC AC WELLFLEET CLO 2017-2 LTD
WELLFLEET (LITTLEJOHN)	WELLFLEET CLO 2017-3, LTD.
WELLFLEET (LITTLEJOHN)	WELLFLEET CLO 2018-3, LTD
WELLFLEET (LITTLEJOHN)	WELLFLEET CLO 2015-1, LTD
WELLFLEET (LITTLEJOHN)	WELLFLEET CLO 2018-2, LTD
WELLS FARGO	WELLS FARGO BANK, NA
WHITEHORSE (HIG BAYSIDE)	WHITEHORSE VIII LTD.
WHITEHORSE (HIG BAYSIDE)	WHITEHORSE XII LTD.
Z CAPITAL	Z CAPITAL CREDIT PARTNERS CLO 2019-1 LTD.
Z CAPITAL	Z CAPITAL CREDIT PARTNERS CLO 2018-1 LTD