Docket #2524 Date Filed: 12/27/2024

# IN THE UNITED STATES BANKRUPTCY COURT
# FOR THE SOUTHERN DISTRICT OF TEXAS
# HOUSTON DIVISION

| | |
|---|---|
| *In re*<br>**WESCO AIRCRAFT HOLDINGS, INC.**, *et al.*,[1]<br>Debtors. | Case No. 23-90611 (MI)<br>Chapter 11<br>(Jointly Administered) |

## NOTICE OF FILING OF FIFTH AMENDED PLAN SUPPLEMENT

**PLEASE TAKE NOTICE THAT** on January 12, 2024, the United States Bankruptcy Court for the Southern District of Texas (the "***Court***") entered an order [Docket. No. 1228] (the "***Disclosure Statement Order***") that, among other things: (a) approved the *Disclosure Statement for the Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Docket. No. 1224] (the "***Disclosure Statement***") as containing "adequate information" pursuant to section 1125(a) of title 11 of the United States Bankruptcy Code (the "***Bankruptcy Code***"); and (b) authorized the above-captioned debtors and debtors in possession (the "***Debtors***") to solicit acceptances for the *Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Docket. No. 1223] (as may be amended, supplemented, or otherwise modified from time to time, the "***Plan***").[2]

**PLEASE TAKE FURTHER NOTICE THAT** on February 1, 2024, the Debtors filed their *Notice of Filing of Plan Supplement* [Docket No. 1357].

[1] The Debtors operate under the trade name Incora and have previously used the trade names Wesco, Pattonair, Haas, and Adams Aviation. A complete list of the Debtors in these chapter 11 cases, with each one's federal tax identification number and the address of its principal office, is available on the website of the Debtors' noticing agent at http://veritaglobal.net/incora/. The service address for each of the Debtors in these cases is 2601 Meacham Blvd., Ste. 400, Fort Worth, TX 76137.

[2] Capitalized terms not otherwise defined herein have the meanings set forth in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

23906112412270000000000003

**PLEASE TAKE FURTHER NOTICE THAT** on March 20, 2024, the Debtors filed their *Notice of Filing of Amended Plan Supplement* [Docket No. 1564].

**PLEASE TAKE FURTHER NOTICE THAT** on August 12, 2024, the Debtors filed their *Second Amended Joint Chapter 11 Plan* [Docket No. 1980].

**PLEASE TAKE FURTHER NOTICE THAT** on August 23, 2024, the Debtors filed the (a) *Modified Second Amended Joint Chapter 11 Plan* [Docket No. 2027], (b) *Debtors' Emergency Motion for Entry of an Order (i) Approving the Amended Disclosure Statement, (ii) Approving Re-Solicitation of Classes 4 and 6 and Related Voting Procedures, (iii) Approving Forms of Modified Ballots, (iv) Scheduling a Confirmation Hearing, (v) Establishing Notice and Objection Procedures, and (vi) Shortening the Notice and Objection Periods in Connection With the Foregoing* [Docket No. 2030] (the "***Amended Disclosure Statement Motion***")[3]; and (c) *Notice of Filing of Second Amended Plan Supplement* [Docket No. 2031].

**PLEASE TAKE FURTHER NOTICE THAT** on September 5, 2024, the Debtors filed the *Disclosure Statement for the Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al.* [Docket. No. 2083] (the "***Disclosure Statement***").

**PLEASE TAKE FURTHER NOTICE THAT** on December 15, 2024, the Debtors filed the (a) *Further Modified Second Amended Joint Chapter 11 Plan* [Docket No. 2473], and on December 16, 2024, the Debtors filed the *Notice of Filing of Third Amended Plan Supplement* [Docket No. 2486].[4]

**PLEASE TAKE FURTHER NOTICE THAT** on December 26, 2024, the Debtors filed the *Further Modified Second Amended Joint Chapter 11 Plan* [Docket No. 2517] (as may be further amended, supplemented, or otherwise modified from time to time, the "***Plan***"), and on December 27, 2024, the Debtors filed the *Fourth Amended Plan Supplement* [Docket No. 2521].

**PLEASE TAKE FURTHER NOTICE THAT** as contemplated by the Plan and the Disclosure Statement Order, the Debtors have filed the following documents (or forms of documents), schedules, and exhibits (the "***Fifth Amended Plan Supplement***") with the Court on December 27, 2024.

| Exhibit | Document |
|---|---|
| Exhibit J | New LLC Agreement |

**PLEASE TAKE FURTHER NOTICE THAT** the further filings of the Plan Supplement may include: (a) additional New Organizational Documents; (b) the New Revolver Facility Credit Agreement; (c) the New Exit Notes Indenture; (d) the New Convertible Takeback Notes Indenture; (e) a list of the members of the New Board of Reorganized Incora (to the extent known); (f) the

[3] The Amended Disclosure Statement Motion was approved at Docket No. 2086.

[4] Capitalized terms not otherwise defined herein have the meanings set forth in the Plan or the Disclosure Statement, as applicable.

schedule of Excluded Parties; (g) certain other documents as are necessary or advisable to implement the Restructuring; and (h) amended versions of previously filed Plan Supplement documents.

**PLEASE TAKE FURTHER NOTICE THAT** the documents, or portions thereof, contained in the Plan Supplement are not final and remain subject to ongoing review by the Debtors and interested parties, including as provided for in the Plan. For the avoidance of doubt, the Debtors (subject to consent provisions set forth in the Plan) shall have the right to amend, supplement, or modify the Plan Supplement through the Effective Date in accordance with this Plan, the Bankruptcy Code, the Bankruptcy Rules, and the Restructuring Support Agreement. If any document in this Plan Supplement is altered, amended, modified, or supplemented in any material respect, the Debtors will file a blackline of such document with the Court.

**PLEASE TAKE FURTHER NOTICE THAT** a remote hearing to consider confirmation of the Plan (the "***Confirmation Hearing***") is scheduled to commence at 9:00 a.m. (CST) on Friday, December 27, 2024, before the Honorable Marvin Isgur in the United States Bankruptcy Court for the Southern District of Texas, Courtroom 404, 515 Rusk Street, Houston, TX 77002. The Confirmation Hearing may be continued from time to time without further notice other than by an announcement in open court or a notice filed on the Court's docket and served on all parties entitled to the notice.

**PLEASE TAKE FURTHER NOTICE THAT** the deadline for filing objections to the Plan was 4:00 p.m. (CST) on Thursday, December 12, 2024, and the deadline for applicable holders to vote on the Plan was 5:00 p.m. (CST) on Thursday, December 26, 2024. Any objection to the Plan must: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) set forth the name and address of the objecting party and the nature and amount of Claims or Interests held or asserted by the objecting party; (d) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (e) be filed with the Court (contemporaneously with a proof of service) and served upon the required notice parties so as to be actually received on or before the Confirmation Objection Deadline. See the Disclosure Statement Order for further procedures with respect to any such objections.

**PLEASE TAKE FURTHER NOTICE THAT** additional copies of the Disclosure Statement, including the Plan, or any other solicitation materials (except for Ballots) are available free of charge on the Debtors' case information website (https://www.veritaglobal.com/incora) or from Verita Global (the "***Solicitation Agent***") at (888) 251-2937 (U.S./Canada) or +1 (310) 751-2613 (international) or by writing the Solicitation Agent at Incora Ballot Processing Center, c/o Verita Global, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245. Please be advised that the Solicitation Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the Plan.

**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 you would like to obtain additional information, contact the Solicitation Agent.**

*[Remainder of page intentionally blank]*

Dated: December 27, 2024

Sincerely,

*/s/ Charles A. Beckham, Jr.*

Charles A. Beckham, Jr. (TX Bar No. 02016600)
Patrick L. Hughes (TX Bar No. 10227300)
Martha Wyrick (TX Bar No. 24101606)
Re'Necia Sherald (TX Bar No. 24121543)
HAYNES AND BOONE, LLP
1221 McKinney Street, Suite 4000
Houston, TX 77010
Telephone: 1 (713) 547-2000
Email: Charles.Beckham@HaynesBoone.com
Patrick.Hughes@HaynesBoone.com
Martha.Wyrick@HaynesBoone.com
ReNecia.Sherald@HaynesBoone.com

- and -

Dennis F. Dunne (admitted *pro hac vice*)
Samuel A. Khalil (admitted *pro hac vice*)
Benjamin M. Schak (admitted *pro hac vice*)
MILBANK LLP
55 Hudson Yards
New York, NY 10001
Telephone: 1 (212) 530-5000
Email: DDunne@Milbank.com
SKhalil@Milbank.com
BSchak@Milbank.com

*Counsel to the Debtors and*
*Debtors in Possession*

**If you have any questions related to this notice, please call (888) 251-2937 (U.S./Canada) or +1 (310) 751-2613 (International), or visit www.veritaglobal.com/incora.**

## CERTIFICATE OF SERVICE

I certify that, on December 27, 2024, a true and correct copy of the foregoing document was served through the Electronic Case Filing system of the United States Bankruptcy Court for the Southern District of Texas, and will be served as set forth in the Affidavit of Service to be filed by the Debtors' noticing agent.

*/s/ Charles A. Beckham, Jr.*
Charles A. Beckham, Jr.

# EXHIBIT J

## NEW LLC AGREEMENT

# AMENDED AND RESTATED

# LIMITED LIABILITY COMPANY AGREEMENT[1]

# OF

# [NEWCO] LLC

A Delaware Limited Liability Company

Effective as of [●], 2024

THE SECURITIES DESCRIBED HEREIN HAVE BEEN ISSUED IN RELIANCE UPON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SECTION 5 OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") PROVIDED BY SECTION 1145 OF THE BANKRUPTCY CODE, 11 U.S.C. 1145 (THE "BANKRUPTCY CODE") OR IN THE CASE OF AN "UNDERWRITER," AS DEFINED IN SECTION 1145(B)(1) OF THE BANKRUPTCY CODE, ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SECTION 5 OF THE SECURITIES ACT. THESE SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED WITHOUT REGISTRATION UNDER THE SECURITIES ACT; PROVIDED THAT THE HOLDER IS NOT DEEMED TO BE AN UNDERWRITER AS SUCH TERM IS DEFINED IN SECTION 1145(B)(1) OF THE BANKRUPTCY CODE. THE SECURITIES DESCRIBED HEREIN HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR ANY LOCAL OR STATE SECURITIES LAWS, AND TO THE EXTENT THE HOLDER OF SUCH UNITS IS AN "UNDERWRITER," AS DEFINED IN SECTION 1145(B)(1) OF THE BANKRUPTCY CODE, SUCH SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM.

[1] **Note to Draft**: This agreement is subject to finalization and certain provisions (as noted) are subject to ongoing review.

# TABLE OF CONTENTS

PAGE

ARTICLE 1
DEFINITIONS

ARTICLE 2
ORGANIZATIONAL MATTERS

Section 2.01. Formation of the Company ....17
Section 2.02. Limited Liability Company Agreement ....17
Section 2.03. Name ....17
Section 2.04. Purpose ....17
Section 2.05. Powers ....17
Section 2.06. Principal Office; Registered Office ....18
Section 2.07. Term ....18
Section 2.08. No State-Law Partnership ....18

ARTICLE 3
MEMBER MATTERS; UNITS; CAPITAL CONTRIBUTIONS

Section 3.01. Members; Units ....18
Section 3.02. Capital Contributions ....23

ARTICLE 4
DISTRIBUTIONS

Section 4.01. Distributions ....23
Section 4.02. Distributions In-Kind ....23
Section 4.03. Withholding ....23

ARTICLE 5
MANAGEMENT

Section 5.01. Authority of Board ....24
Section 5.02. Composition of the Board ....24
Section 5.03. Meetings ....29
Section 5.04. Quorum; Manner of Acting ....29
Section 5.05. No Employment ....33
Section 5.06. Committees ....33
Section 5.07. Limitation of Liability ....33
Section 5.08. Officers ....35
Section 5.09. Member Meetings ....36
Section 5.10. Appellate Litigation ....38

ARTICLE 6
RIGHTS AND OBLIGATIONS OF MEMBERS

Section 6.01. Limitation of Liability ..... 38
Section 6.02. Lack of Authority ..... 39
Section 6.03. No Right of Partition ..... 39
Section 6.04. Indemnification ..... 39
Section 6.05. Confidentiality ..... 42
Section 6.06. Preemptive Rights ..... 44

ARTICLE 7
BOOKS, RECORDS, ACCOUNTING AND REPORTS; INSPECTION

Section 7.01. Records and Accounting ..... 48
Section 7.02. Information Rights ..... 48
Section 7.03. Access to Books and Records ..... 50
Section 7.04. Information to Prospective Purchasers ..... 50
Section 7.05. Member Information ..... 50
Section 7.06. Access to Information ..... 51

ARTICLE 8
TAX MATTERS

Section 8.01. Tax Classification ..... 51

ARTICLE 9
TRANSFER OF UNITS

Section 9.01. Transfers of Interests; Restrictions on Transfers ..... 51
Section 9.02. Tag-Along Right ..... 58
Section 9.03. Drag-Along Right ..... 61
Section 9.04. Effect of Transfer ..... 65
Section 9.05. Additional Restrictions on Transfer ..... 65
Section 9.06. [Void Transfers ..... 66
Section 9.07. No Appraisal Rights ..... 66

ARTICLE 10
ADMISSION OF MEMBERS

Section 10.01. Substituted Members ..... 67
Section 10.02. New Members from the Issuance of Units or Other Equity Securities ..... 67

ARTICLE 11
WITHDRAWAL AND RESIGNATION OF MEMBERS; REMOVAL

Section 11.01. Withdrawal and Resignation of Members ..... 67

ARTICLE 12
DISSOLUTION AND LIQUIDATION

Section 12.01. Dissolution ....68
Section 12.02. Liquidation and Termination....68
Section 12.03. Cancellation of Certificate ....69
Section 12.04. Reasonable Time for Winding Up ....69
Section 12.05. Return of Capital....69

ARTICLE 13
VALUATION

Section 13.01. Valuation of Securities and Other Assets....69
Section 13.02. Valuation Methodology ....69

ARTICLE 14
GENERAL PROVISIONS

Section 14.01. Opportunities and No Interlocking Directors/Information Sharing Restrictions....70
Section 14.02. Amendments ....72
Section 14.03. Title to the Company Assets ....73
Section 14.04. Remedies....73
Section 14.05. Successors and Assigns....73
Section 14.06. Severability ....73
Section 14.07. Counterparts; Binding Agreement ....74
Section 14.08. Descriptive Headings; Interpretation ....74
Section 14.09. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial .....74
Section 14.10. Addresses and Notices ....75
Section 14.11. Waiver....76
Section 14.12. Further Action....76
Section 14.13. Entire Agreement ....76
Section 14.14. Limited Power of Attorney ....76
Section 14.15. Specific Performance ....77
Section 14.16. IPO ....77
Section 14.17. Registration Rights....78
Section 14.18. No Impairment ....78
Section 14.19. Expenses....78
Section 14.20. Aggregation....79
Section 14.21. Independent Agreement by the Members ....79

Exhibit A: Schedule of Members
Exhibit B: Registration Rights Agreement Term Sheet
Exhibit C: Company Competitors
Exhibit D: Form of Joinder
Exhibit E: Form of Transfer Notice

# [NEWCO] LLC

## AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT is entered into as of [●], 2024 (the "**Effective Date**"), by and among [NewCo] LLC, a Delaware limited liability company (the "**Company**"), the Members party to this Agreement as of the date hereof (including each Member deemed to be a party hereto pursuant to the Chapter 11 Plan) and such other Persons as shall hereinafter become Members in accordance with the terms of this Agreement and the Delaware Act. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Article 1.

WHEREAS, on June 1, 2023, Wesco Aircraft Holdings, Inc. and its affiliated debtors (the "**Debtors**") filed voluntary petitions under chapter 11 of title 11 of the U.S. Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**") commencing cases jointly administered under case number 23-90611 (MI) (the "**Chapter 11 Cases**");

WHEREAS, on January 12, 2024, the Debtors filed the Modified First Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al. [Docket No. 1223] with the Bankruptcy Court;

WHEREAS, on August 23, 2024, the Debtors filed the Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al. [Docket No. [●]] with the Bankruptcy Court;

WHEREAS, on [●], 2024, the Debtors filed the Further Modified Second Amended Joint Chapter 11 Plan of Wesco Aircraft Holdings, Inc. et al. [Docket No. [●]] (as amended, supplemented or otherwise modified from time to time, including all exhibits, appendices and schedules thereto, the "**Chapter 11 Plan**") with the Bankruptcy Court;

WHEREAS, on [●], 2024, the Bankruptcy Court entered the [●] [Docket No. [●]] confirming the Chapter 11 Plan;

WHEREAS, pursuant to the Chapter 11 Plan, on the Effective Date (or as soon thereafter as reasonably practicable in accordance with the distribution provisions set forth in the Chapter 11 Plan)[2] (a) $[___] in aggregate principal amount of 2032 Convertible Notes and [__] Common Units will be issued and distributed on account of 1L Notes Claims, (b) $[___] in aggregate principal amount of 2032 Convertible Notes and [__] Common Units will be issued and distributed on account of 2026 Notes Claims,

[2] References herein to Equity Securities issued or distributed on the Effective Date shall include Equity Securities issued and distributed under the Chapter 11 Plan on the Effective Date or thereafter in accordance with the rules of interpretation set forth in Article I.B.(i) of the Chapter 11 Plan.

(c) [__] Common Units will be issued and distributed on account of 2024 Unsecured Notes Claims and (d) [__] Common Units will be issued and distributed on account of General Unsecured Claims, in each case on the terms set forth in the Chapter 11 Plan;

WHEREAS, the Company was formed under the Delaware Act pursuant to the Certificate filed on [●], 2024;

WHEREAS, the Company was initially governed by that certain Limited Liability Company Agreement of the Company dated as of [●], 2024 (the "**Prior Agreement**");

WHEREAS, pursuant to the Chapter 11 Plan, each Person entitled to receive Common Units and/or 2032 Convertible Notes pursuant to the Chapter 11 Plan shall be deemed to be a party to this Agreement as a Member without the requirement to execute this Agreement (though each Registered Holder shall be required to execute this Agreement but shall be bound hereby regardless of whether it does so, and each DTC Holder shall be deemed to be bound hereby, without the need for execution of this Agreement by such DTC Holder);

WHEREAS, the parties hereto wish to (i) continue the Company as a limited liability company in accordance with the Delaware Act and (ii) provide for, among other things, how the business and affairs of the Company shall be managed, all as permitted under the Delaware Act;

WHEREAS, the Company and the Members intend that the Company be classified as a corporation for U.S. federal and applicable state and local income tax purposes; and

WHEREAS, the parties hereto desire to amend and restate the Prior Agreement in its entirety as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby amend and restate the Prior Agreement in its entirety and agree as follows:

## ARTICLE 1
## DEFINITIONS

Capitalized terms used but not otherwise defined herein shall have the following meanings:

"**1L Notes Claims**" means the aggregate "1L Notes Claims", as such term is defined in the Chapter 11 Plan.

"**2024 Unsecured Notes Claims**" means the aggregate "2024 Unsecured Notes Claims", as such term is defined in the Chapter 11 Plan.

"**2026 Notes Claims**" means the aggregate "2026 Notes Claims", as such term is defined in the Chapter 11 Plan.

"**2032 Convertible Notes**" means the 6.00% Mandatorily Convertible Notes issued by the Company under that certain Indenture, dated as of the Effective Date, with [Equiniti], as trustee.

"**Acceptance Notice**" has the meaning set forth in Section 6.06(b).

"**Accredited Investor**" means an accredited investor as defined in Regulation D promulgated under the Securities Act.

"**Affiliate**" of any particular Person means (a) if such particular Person is not a natural Person, any other Person directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with such particular Person, and (b) if such particular Person is a natural Person, (i) any Family Member of such particular Person or (ii) any other Person directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with such particular Person; *provided* that (x) the Company and its Subsidiaries and controlled Affiliates shall not be considered Affiliates of any Member or of any Member's Affiliates for purposes of this Agreement and (y) no Member shall be considered an Affiliate of any other Member solely by reason of a Member's membership interest in the Company or such Member's right to designate, or designation of, one or more Managers. The terms "**Affiliated**", "**Unaffiliated**" and other words of like import shall have the correlative meanings.

"**Affiliate Transaction**" means any direct or indirect transaction or series of related transactions between the Company or any of its Subsidiaries, on the one hand, and any Member or Affiliate of a Member or a Person that would be a Related Person of a Member, on the other hand. Notwithstanding anything that may be deemed to the contrary in this Agreement, (i) the payment of any amounts permitted under the 2032 Convertible Notes or any Equity Securities or Debt Instrument issued pursuant to Section 6.06, (ii) the entry into, amendment, modification (including by waiver), termination or performance of the 2032 Convertible Notes or any Debt Instrument issued pursuant to Section 6.06, in each case, in accordance with their terms and (iii) any issuance of Offered Securities or the exercise of a Member's Preemptive Rights under Section 6.06 and (iv) any repurchase or redemption of Equity Securities or Debt Instruments (including the 2032 Convertible Notes) (subject to Section 5.09(d)), in each case, shall be deemed not to be an Affiliate Transaction for purposes of this Agreement.

"**Affiliated Manager**" means, with respect to a Member having a Designation Right, any Manager appointed by such Member pursuant to such Designation Right that is an employee, officer or director of such Member or its Affiliates.

"**Agreement**" means this Amended and Restated Limited Liability Company Agreement, as may be amended, restated or otherwise or modified from time to time in accordance with the terms hereof.

"**All-In Yield**" means, as to any debt for borrowed money, the yield thereof incurred or payable by the applicable borrower generally to all lenders of such debt in an amount equal to the sum of (a) the applicable margin and (b) original issue discount, make-whole premium and upfront fees; *provided* that (i) original issue discount, make-whole premium and upfront fees shall be equated to interest rate assuming a life to maturity on a straight line basis (or, if less, the stated life to maturity at the time of incurrence of the applicable debt); and (ii) "All-In Yield" shall not include amendment fees, arrangement fees, structuring fees, commitment fees, underwriting fee and any similar fees payable to any lead arranger (or its Affiliates) in connection with the commitment or syndication of such debt, consent fees paid to consenting lenders, ticking fees on undrawn commitments and any other fees not paid or payable generally to all lenders in the primary syndication of such debt and (iii) the interest rate (exclusive of margin) after giving effect to any (A) Eurocurrency Rate, (B) SOFR or (C) Base Rate floor, as each of (A)-(C) are to be defined in the applicable definitive documentation underlying such debt incurrence.

"**Appellate Litigation**" has the meaning set forth in the Chapter 11 Plan.

"**Appellate Resolution**" has the meaning set forth in the Chapter 11 Plan.

"**Attorney-in-Fact**" has the meaning set forth in Section 14.14.

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

"**Bankruptcy Court**" has the meaning set forth in the recitals.

"**BR Member**" means those Members that are Related Persons of [BlackRock], collectively.

"**Board**" has the meaning set forth in Section 5.01(a).

"**Board Majority**" means, with respect to a matter to be voted on or consented to by the Board, approval by a number of Managers constituting at least a majority of the total number of Managers on the Board at such time.

"**Board Observer**" has the meaning set forth in Section 5.02(h).

"**Business Day**" means any day other than a Saturday, Sunday, or any other day on which banks are required or authorized by law to be closed for business in New York, New York.

"**Business Issuance**" means an issuance of Equity Securities that is one of the following: (i) the issuance of profits units or other Equity Securities under the Management Incentive Plan or any other bona fide equity incentive plan that has been approved by the Board in accordance with this Agreement; (ii) the issuance of Equity Securities to a third party pursuant to or in consideration for the acquisition of, or investment in, another Person, business or assets by the Company or any of its Subsidiaries, whether by purchase of stock, merger, consolidation, purchase of any assets

of such Person or otherwise, in each case, that has been approved by the Board in accordance with this Agreement in compliance with the provisions of **Error! Reference source not found.**; (iii) the issuance of Equity Securities upon the conversion or exercise or exchange of any options, warrants or other securities convertible into, or exercisable or exchangeable for, Equity Securities, that are outstanding on the Effective Date or are issued after the Effective Date in compliance with the provisions of **Error! Reference source not found.** and Section 6.06; (iii) the issuance of Equity Securities by any Subsidiary of the Company to the Company or any of its wholly-owned Subsidiaries; (iv) the issuance of Equity Securities of the Company in connection with payment of Distributions (including in kind), Unit splits, Unit dividends, combinations, reclassification, recapitalization or any other similar action, provided, in each case, any such issuance or payment to holders of outstanding Units of any class is made on a *pro rata* basis to all holders of outstanding Units of such class in compliance with the provisions of **Error! Reference source not found.**; and (v) the issuance of Equity Securities as a *bona fide* "equity kicker" to lenders (excluding the Members or their Related Persons) or other institutional investors (excluding the Members or their Related Persons) in any arm's length transaction in which such lenders or investors provide debt financing to the Company or any of its Subsidiaries.

"**Capital Contributions**" means with respect to any Member, any cash, cash equivalents, promissory obligations and the Fair Market Value of other property (other than cash and net of any liabilities secured by such other property that the Company is considered to assume or take) which a Member contributes to the Company, whenever made, and whether actual or implied, in each case, as set forth on the Schedule of Members.

"**Capital Leases**" means any lease of any property (whether real, personal or mixed) by a Person as lessee that, in conformity with GAAP, is or is required to be accounted for as a capital lease on the balance sheet of that Person.

"**Cause**" means the following: (a) indictment, conviction of, or entry of a plea of guilty or no contest to, (i) a felony or (ii) any crime (other than a felony) that has, or could reasonably be expected to have, an adverse impact on the Company's or its Affiliates' reputation, operations or financial performance or the relationship the Company has with its Affiliates, customers and suppliers, or on the performance of such Person's duties to the Company or any of its Affiliates; (b) misappropriation (or attempted misappropriation) of any assets or business opportunities of the Company or any of its Affiliates; (c) gross negligence or willful misconduct with respect to the Company or any of its Affiliates, including fraud, embezzlement, theft or proven dishonesty in the course of such Person's employment or engagement by the Company or any of its Affiliates; (d) habitual alcohol abuse or use of controlled substances (other than prescription drugs taken in accordance with a physician's prescription); (e) material breach of any agreement with or duty owed to the Company or any of its Affiliates; (f) material violation of the policies of the Company or its Affiliates, including but not limited to those relating to sexual harassment or business conduct, and those otherwise set forth in the manuals or statements of policy of the Company or its Affiliates; or (g) material breach of any duty or obligation to the Company or any of its Affiliates

(whether arising by statute, common law, contract or otherwise) relating to confidentiality, noncompetition, nonsolicitation or proprietary rights.

"**CEO Manager**" has the meaning set forth in Section 5.02(a)(v).

"**Certificate**" means the Company's Certificate of Formation as filed with the Secretary of State of Delaware.

"**Chairman**" has the meaning set forth in Section 5.02(e).

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

"**Chapter 11 Plan**" has the meaning set forth in the recitals.

"**Common Unit**" means a Unit designated as a "Common Unit" and having the rights and obligations specified with respect to a "Common Unit" in this Agreement.

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

"**Company Competitor**" has the meaning set forth in Section 14.01(b).

"**Confidential Information**" means all information regarding the Company and its Subsidiaries and their respective assets, businesses and affairs of any sort (whether merely remembered or embodied in a tangible or intangible form). Confidential Information includes (a) this Agreement, the information, observations and data obtained by any Member in his, her or its capacity as a Member during the course of his, her or its ownership of Units under this Agreement concerning the business and affairs of the Company and its Subsidiaries, (b) information concerning acquisition opportunities in or reasonably related to the Company's or its Subsidiaries' business or industry of which such Member becomes aware as a result of his, her or its ownership of the Units, (c) information concerning the Persons that are current, former or prospective suppliers or customers of the Company or any of its Subsidiaries during such Member's ownership of Units, and (d) the development, transition and transformation plans, methodologies and methods of doing business, strategic, marketing and expansion plans, including plans regarding planned and potential sales, financial and business plans, employee and client lists and telephone numbers, locations of sales representatives, new and existing programs and services, prices and terms, customer service, integration processes, requirements and costs of providing service, support and equipment. Notwithstanding the foregoing, with respect to each Member, Confidential Information does not include information which (i) was or becomes generally available to the public other than as a result of a breach of this Agreement by such Member or any of its Affiliates or their respective representatives, (ii) was, is or becomes lawfully available to such Member or its representatives on a non-confidential basis from sources other than the Company or its Subsidiaries or their respective representatives; *provided* that such sources are not known to be prohibited by contractual, legal or fiduciary obligation from transmitting the information, or (iii) is independently developed by such Member or any of its Affiliates or their respective representatives without the use of any Confidential Information.

"**Confirmation Order**" has the meaning set forth in the Chapter 11 Plan.

"**control**" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, by contract or otherwise. The terms "**controlling**", "**controlled**" and other forms of the word "control" shall have the correlative meanings.

"**Covered Person**" means (i) each Member and each former Member, (ii) each officer, director, manager, shareholder, partner, member, Affiliate, employee, agent or representative of each Member and each former Member, (iii) each Manager of the Company, each manager or director of each Subsidiary of the Company and each former member of the board of managers or board of directors of the Company or any of its Subsidiaries and (iv) each Officer of the Company and each officer of each Subsidiary of the Company and each former officer of the Company or any of its Subsidiaries.

"**Debt Instruments**" means, with respect to the Company or any of its Subsidiaries, obligations for borrowed money (whether evidenced by loans, bonds, debentures, notes or similar instruments of indebtedness for borrowed money). For the avoidance of doubt, "Debt Instruments" does not include any (a) Equity Securities, (b) seller financing or deferred purchase price in connection with any acquisition transaction or (c) trade payables incurred in the ordinary course of business.

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

"**Delaware Act**" means the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, *et seq.*

"**Designation Rights**" has the meaning set forth in Section 5.02(d).

"**DGCL**" means the General Corporation Law of the State of Delaware.

"**DIP Financing**" means any debtor-in-possession financing or similar financing under applicable law.

["**DIP Financing Acceptance Notice**" has the meaning set forth in Section 6.06(g).

"**DIP Financing Exercise Period**" has the meaning set forth in Section 6.06(g).

"**DIP Financing Notice**" has the meaning set forth in Section 6.06(g).

"**DIP Financing Percentage Interest**" means, as of any date of determination with respect to any Initial Sponsor Member, the quotient (expressed as a percentage) obtained by dividing (i) the principal amount of New Exit Notes of such Qualified Member as of such date by (ii) the aggregate principal amount of all New Exit Notes outstanding as of such date.

"**DIP Financing Right**" has the meaning set forth in Section 6.06(g).][3]

"**Disproportionately Affected Member**" has the meaning set forth in Section 14.02.

"**Distribution**" has the meaning set forth in Section 4.01(a).

"**Drag-Along Member**" has the meaning set forth in Section 9.03(a).

"**Drag-Along Notice**" has the meaning set forth in Section 9.03(c).

"**Drag-Along Sale**" has the meaning set forth in Section 9.03(a).

"**Drag-Along Seller**" has the meaning set forth in Section 9.03(a).

"**Drag Securities**" means the portion of Net Transaction Proceeds consisting of securities payable to Members in respect of Registered Securities in connection with an Interim Period Drag-Along Sale.

"**DTC**" means The Depository Trust Company or its successor.

"**DTC Holders**" has the meaning set forth in **Error! Reference source not found.**.

"**DTC Securities**" has the meaning set forth in **Error! Reference source not found.**.

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

"**Emergency Purposes**" means financing that is needed to (a) allow the Company to continue to meet its obligations as they come due or (b) avoid a restructuring or other judicial process after exhausting all superior alternatives in a reasonable timeframe based on a reasonable liquidity forecast, in each case, as determined by a Board Majority, including at least one Independent Manager.

"**Equity Securities**" means (i) the Units, (ii) the 2032 Convertible Notes and any other securities convertible into or exchangeable for Units, (iii) any other equity interests or equity-linked securities issued by the Company or any of its Subsidiaries, (iv) options, warrants or other rights to acquire Units or any other equity interest or equity-linked security issued by the Company or any of its Subsidiaries, and (v) any security, exchangeable, exercisable or convertible into any security of the type described in clauses (i) through (iv) above.

"**Escrowed Proceeds**" has the meaning set forth in Section 9.03(h).

[3] Under review.

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

"**Exercise Period**" has the meaning set forth in Section 6.06(a).

"**Fair Market Value**" has the meaning set forth in Section 13.02.

"**Family Members**" means, with respect to any Person, such Person's spouse (or former spouse) or domestic partner, child or stepchild, grandchild, parent, stepparent, sibling, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, niece or nephew, including adoptive relationships of such individual.

"**Final Order**" has the meaning set forth in the Chapter 11 Plan.

"**Fiscal Quarter**" means each calendar quarter ending March 31, June 30, September 30 and December 31, or such other quarterly accounting period as may be established by the Board.

"**Fiscal Year**" means the calendar year ending on December 31, or such other annual accounting period as may be established by the Board.

"**Fully Electing Member**" has the meaning set forth in Section 6.06(b).

"**GAAP**" means United States generally accepted accounting principles, consistently applied, in effect and applicable to the accounting period in respect of which reference to GAAP is being made.

"**General Unsecured Claims**" means the aggregate "General Unsecured Claims", as such term is defined in the Chapter 11 Plan.

"**Golden Gate Member**" means those Members that are Related Persons of Golden Gate Private Equity, Inc., collectively.

"**Governmental Entity**" means the United States of America or any other nation, any state, municipality or other political subdivision thereof, or any entity exercising executive, legislative, judicial, regulatory or administrative functions of government.

"**Held of Record**" shall have the same definition as set forth in Rule 12g5-l under the Exchange Act, or any successor provision. "**Hold of Record**" and "**Holder(s) of Record**" shall have correlative meanings.

"**Independent**" means an individual who is not and has not been within the last three years, (i) a director, manager (of a limited liability company), officer, employee, independent contractor, consultant or partner of the Company or any of its Subsidiaries, any Sponsor Member or any Affiliate thereof or (ii) a director or officer of an organization that has made to or received from any of the foregoing payments which, in any of the last three fiscal years, exceed $200,000.

"**Independent Manager**" has the meaning set forth in Section 5.02(a)(iii).

"**Initial Sponsor Member**" means each of the Golden Gate Member, the JPM Member, the PIMCO Member, the SP Member and the BR Member.

"**Initiating Transferor**" has the meaning set forth in Section 9.02(a)(i).

"**Interest**" means an interest in the Company, including the right of the holder thereof to any and all benefits to which a holder thereof may be entitled as provided in this Agreement together with the obligations of a holder thereof to comply with all of the terms and provisions of this Agreement.

"**Interim Period**" means the period between the Effective Date and the date on which the Appellate Resolution occurs.

"**Interim Period Drag-Along Sale**" has the meaning set forth in Section 9.03(h).

"**Investors**" has the meaning set forth in Section 6.05(e).

"**IPO**" means (i) a sale of equity securities of PublicCo pursuant to a firm commitment underwritten offering (or series of related offerings) of equity securities to the public, (ii) a direct listing of equity securities of PublicCo on the New York Stock Exchange or the NASDAQ Stock Market LLC or another exchange or marketplace approved by the Board, in each case, pursuant to an effective registration statement under the Securities Act, or (iii) a SPAC Transaction.

"**IPO Conversion**" has the meaning set forth in Section 14.16.

["**IRR**" means the aggregate internal rate of return per annum that, when used as a discount rate, causes the net present value of the cumulative Distributions made in respect of Registered Securities and Net Transaction Proceeds received in respect of Registered Securities to equal the value of the sum of all Capital Contributions made in respect of such Registered Securities measured as of the date of such Capital Contribution (i.e., the Effective Date). For the avoidance of doubt, the Registered Securities will be considered to have had a Capital Contribution made on the Effective Date with the value set forth on Exhibit A next to each Member's name under the heading "Capital Contribution" on the Effective Date (which shall be measured based on the implied value attributable to such Registered Securities based on a total enterprise valuation for the Company and its Subsidiaries equal to $1,650,000,000 as of the Effective Date).][4]

"**Joinder**" mean a joinder to this Agreement substantially in the form attached hereto as Exhibit D.[5]

[4] Under review.

[5] Customary form of joinder to be finalized prior to execution; to include legend and tracing language per Plan provisions.

"**JPM Member**" means those Members that are Related Persons of J.P. Morgan Investment Management Inc. or JPMorgan Chase Bank, N.A., collectively.

"**Lien**" means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Capital Lease having substantially the same economic effect as any of the foregoing), in each case, in the nature of security; *provided* that in no event shall an operating lease in and of itself be deemed a Lien.

"**Liquidation Assets**" has the meaning set forth in Section 12.02(b)(i).

"**Liquidation FMV**" has the meaning set forth in Section 12.02(b)(i).

"**Losses**" has the meaning set forth in Section 6.04(a).

"**M&A Transaction**" has the meaning set forth in Section 5.04(d)(vii).

"**Management Incentive Plan**" means a management incentive plan of the Company as approved by the Board.

"**Manager**" has the meaning set forth in Section 5.01(a).

"**Member**" means each Person listed on the Schedule of Members attached hereto as Exhibit A (as it may be updated from time to time), and any Person admitted to the Company as a Member in accordance with the terms hereof (including each Registered Holder and each DTC Holder); but, other than with respect to DTC Holders, only for so long as such Person is shown on the books and records of the Company or the applicable registrar or transfer agent as the owner of one or more Units, 2032 Convertible Notes and/or any other Equity Securities, as applicable.

"**Member Meeting**" has the meaning set forth in Section 5.09(a).

"**Minority Protections**" has the meaning set forth in Section 6.06(a).

["**Net Transaction Proceeds**" means the net cash proceeds or the Fair Market Value of other property (excluding all fees, expenses, bonuses, premiums or similar transaction related liabilities paid, incurred or payable by the Company and its Subsidiaries in connection with such Sale of the Company) (as reasonably estimated by the Board at the time of determination subject to Section 13.02) distributed to such Member pursuant to Section 4.01(a) in connection with such Sale of the Company or prior thereto; *provided*, that, for the avoidance of doubt, the net cash proceeds resulting from an Interim Period Drag-Along Sale shall include any amount of interest from the Sale Escrow Account distributed to such Member pursuant to Section 4.01(a) in connection with such Interim Period Drag-Along Sale. For the avoidance of doubt, Net

Transaction Proceeds shall not include any repayment of debt financing provided by a Member to the Company or any of its Subsidiaries.][6]

"**New Exit Notes**" has the meaning set forth in the Chapter 11 Plan.

"**New Exit Notes Indenture**" has the meaning set forth in the Chapter 11 Plan.

"**Offered Debt**" has the meaning set forth in Section 6.06(a).

"**Offered Securities**" has the meaning set forth in Section 6.06(a).

"**Officer(s)**" has the meaning set forth in Section 5.08(a).

"**Other Indemnitors**" has the meaning set forth in Section 6.04(f).

["**Participating Initial Sponsor Member**" has the meaning set forth in Section 6.06(g).][7]

"**Participating Interests**" has the meaning set forth in Section 9.02(a)(iii)(B).

"**Participating Preemptive Member**" has the meaning set forth in Section 6.06(b).

"**Person**" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, association or other entity or a Governmental Entity.

"**PIMCO Member**" means those Members that are Related Persons of [PIMCO], collectively.

"**Potential Remedies Order**" has the meaning set forth in the Chapter 11 Plan.

"**Preemptive Holder**" has the meaning set forth in Section 6.06(a).

"**Preemptive Percentage Interest**" means, as of any date of determination with respect to any Qualified Member, the quotient (expressed as a percentage) obtained by dividing (i) the Undiluted Ownership Percentage of such Qualified Member as of such date by (ii) the aggregate Undiluted Ownership Percentage of all Qualified Members outstanding as of such date.

"**Preemptive Right**" has the meaning set forth in Section 6.06(b).

"**Preemptive Rights Notice**" has the meaning set forth in Section 6.06(a).

[6] Under review.

[7] Under review.

"**Preemptive Rights Securities**" means (i) any Equity Securities or (ii) any Debt Instrument that the PIMCO Member and/or the SP Member is, directly or indirectly, participating in the issuance of such Debt Instrument, other than, in the case of this clause (ii), any DIP Financing.

"**Prior Agreement**" has the meaning set forth in the recitals.

"**Proceeding**" has the meaning set forth in Section 6.04(a).

"**PublicCo**" means the entity contemplated by Section 14.16 pursuing an IPO.

"**Qualified Member**" means any Member that is an "accredited investor" under Regulation D of the Securities Act and whose Undiluted Ownership Percentage is at least two percent (2%) (or, in the case of the BR Member only, at least one and one half percent (1.5%)); *provided*, that with respect to Preemptive Rights Securities that are Debt Instruments, Qualified Members shall be further limited to Initial Sponsor Members whose Undiluted Ownership Percentage is at least two percent (2%) (or, in the case of the BR Member only, at least one and one half percent (1.5%); *provided*, *further*, that with respect to any DTC Holder, such holder has executed a Joinder, and provided written evidence to the Company confirming its Undiluted Ownership Percentage as of the relevant determination date, in form and substance reasonably satisfactory to the Company.

"**Registered Holder**" has the meaning set forth in Section 9.01(d).

"**Registered Securities**" means all Common Units issued and distributed on account of 1L Notes Claims and the 2026 Notes Claims on the Effective Date and 2032 Convertible Notes issued and distributed on account of 1L Notes Claims and the 2026 Notes Claims on the Effective Date and with any Equity Securities distributed in respect of, resulting from the conversion or exchange of, or otherwise issued or distributed in respect of, such Common Units and 2032 Convertible Notes.

"**Related Person**" means (a) in the case of a Member that is not a natural person, any Affiliate of such Member as of the applicable time, (b) in the case of a Member that is a natural person, such Member's Family Members (or the Family Members of such Member's spouse) heirs, executors or legal representatives upon the death, incompetency or disability of such Member, or any trust, partnership or similar entity established for the sole benefit of such Member or such Member's Family Members (or the Family Members of such Member's spouse) heirs, executors or legal representatives or (c) any fund, account (or subsidiaries of any such fund or account) or other investment vehicle that is directly or indirectly managed, advised, sub-advised or controlled by (i) such Member, (ii) an advisor controlled by such Member or (iii) the direct or indirect manager, advisor or sub-advisor of such Member (as such terms in this clause (c) are customarily understood among institutional private equity investors or credit asset managers) (clauses (a) and (c) of this definition, together, "**Entity Related Persons**").

"**residuals**" has the meaning set forth in Section 6.05.

"**Retroactive Preemptive Issuance**" has the meaning set forth in Section 6.06(e)(ii).

"**Sale Escrow Account**" has the meaning set forth in Section 9.03(h).

"**Sale of the Company**" means any (a) sale, lease, transfer, conveyance or other disposition, in one or a series of related transactions, of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, to any Person or Persons that is not an Affiliate of the Company immediately prior to such sale, lease, transfer, conveyance or other disposition, (b) liquidation, dissolution or winding up of the Company (whether by merger, consolidation, recapitalization, reorganization, [restructuring], sale or exchange of Common Units, sale of assets or otherwise) or (c) sale, merger, consolidation, or other business combination, or other transaction or series of related transactions, the result of which is that any Person or "group" (as defined in Section 13 of the Exchange Act) of Persons who is not an Affiliate of the Company immediately prior to such sale, merger, consolidation, or other business combination, or other transaction, or series of related transactions and who becomes the beneficial owner (as such term is defined in Rule 13d-3 and Rule 13d-5 of the Exchange Act), directly or indirectly, of more than fifty percent (50%) of the Common Units and other Equity Securities (including the 2032 Convertible Notes) on an as-converted basis.

"**Schedule of Members**" has the meaning set forth in Section 3.01(d).

"**Second Exercise Period**" has the meaning set forth in Section 6.06(b).

"**Secured Site**" has the meaning set forth in Section 7.06.

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

"**SOFR**" means the Secured Overnight Financing Rate as published on the website of the Federal Reserve Bank of New York.

"**SP Member**" means those Members that are Related Persons of [Silver Point Capital, L.P.], collectively.

"**SPAC**" means any publicly traded blank check company and/or special purpose acquisition company or vehicle pursuing an initial business combination or any Subsidiary thereof that, immediately prior to the consummation of the initial business combination transaction, (a) has no material assets (other than proceeds from its initial public offering, the private placement of securities in connection therewith and working capital loans made by such company's sponsor, management team or their respective Affiliates), and (b) has no material liabilities or obligations (other than ordinary course payables to vendors, professionals, consultants and other advisors, deferred underwriting fees incurred in connection with its initial public offering and otherwise to the extent arising from the rights of the company's public shareholders to redeem their shares and receive liquidating distributions under specified circumstances).

"**SPAC Transaction**" means (a) a transaction or series of related transactions, by merger, consolidation or other business combination pursuant to which a majority of the business, assets or divisions of the Company or any successor thereto or Subsidiary thereof is combined with that of a SPAC, regardless of the percentage of the Members' ownership interest in the entity resulting from or surviving such merger, consolidation or other business combination, (b) the sale, transfer, exchange or other disposition of all or a majority of the business, assets, divisions or voting securities of the Company or any successor thereto or Subsidiary thereof to a SPAC, whether by way of merger, consolidation or otherwise, or (c) a restructuring, recapitalization or similar transaction resulting in the combination of the Company or any successor thereto or Subsidiary thereof with a SPAC, in each case, as a result of which the surviving entity (or its parent entity) is listed on the New York Stock Exchange or the NASDAQ Stock Market LLC or another exchange or marketplace approved by the Board.

"**Sponsor Member**" means each Initial Sponsor Member and each Transferee from a Sponsor Member or Transferee thereof of Equity Securities representing an Undiluted Ownership Percentage of at least two percent (2%).

"**Subsidiary**" means, with respect to any Person, any other Person of which such Person owns, directly or indirectly, more than fifty percent (50%) of the outstanding equity securities or securities carrying the voting power in the election of the board of directors or other governing body of such Person.

"**Tag-Along Consummation Period**" has the meaning set forth in Section 9.02(a)(v).

"**Tag-Along Interests**" has the meaning set forth in Section 9.02(a)(ii)(A).

"**Tag-Along Member**" has the meaning set forth in Section 9.02(a)(i).

"**Tag-Along Notice**" has the meaning set forth in Section 9.02(a)(i).

"**Tag-Along Notice Period**" has the meaning set forth in Section 9.02(a)(iii).

"**Tag-Along Offer**" has the meaning set forth in Section 9.02(a)(i).

"**Tag-Along Percentage Interest**" means, with respect to any Member and as of any date of determination, a fraction (expressed as a percentage) (i) the numerator of which is the number of applicable Equity Securities held by such Member as of such date and (ii) the denominator of which is the total number of such Equity Securities outstanding as of such date.

"**Tag-Along Response Notice**" has the meaning set forth in Section 9.02(a)(iii).

"**Tag-Along Sale**" has the meaning set forth in Section 9.02(a).

"**Third Party Information**" has the meaning set forth in Section 6.05.

"**Transfer**" means any sale, transfer, assignment, pledge, mortgage, exchange, hypothecation, grant of a security interest or other direct or indirect disposition or encumbrance of an interest (whether with or without consideration, whether voluntarily or involuntarily or by operation of law), including any direct or indirect transfer of Equity Securities or other Interests or transfer of any equity interests in or from a Person who owns, directly or indirectly, through ownership of equity interests in any other Person, any Equity Securities or other Interests, but excluding (a) conversions and redemptions of Units by the Company made in accordance with this Agreement and (b) any pledge or grant of a security interest in the Units held by a Sponsor Member as collateral security to any of their respective lenders or other debt financing sources pursuant to a bona fide debt financing (any such pledge or grant, a "**Collateral Assignment**"); *provided* that (i) no Collateral Assignment shall in any way affect any obligations or liabilities of the applicable Sponsor Member under this Agreement, (ii) a subsequent foreclosure upon the Units subject to any such Collateral Assignment by the pledgee or assignee thereunder shall constitute a Transfer of such Units the consummation of which shall be subject to the conditions to, and restrictions on, Transfers set forth in this Agreement, including the provisions of Section 9.01, and (iii) notwithstanding any such foreclosure by any such pledgee or assignee, such pledgee or assignee shall not be admitted as a Member under this Agreement and shall not be entitled to exercise any rights under this Agreement, other than the right to receive distributions hereunder to the extent that the applicable Sponsor Member would have received such distributions with respect to the pledged Units had such foreclosure not occurred, in each case, unless expressly approved by a majority of the disinterested members of the Board. The terms "**Transferee,**" "**Transferor,**" "**Transferred**" and other forms of the word "**Transfer**" shall have the correlative meanings.

"**Transfer Notice**" means a notice of Transfer of Equity Securities substantially in the form attached hereto as Exhibit E.

"**Turnover**" has the meaning set forth in the Chapter 11 Plan.

"**Undiluted Ownership Percentage**" means, as of any applicable time with respect to any Member, a fraction (expressed as a percentage) the numerator of which is the aggregate number of Common Units and other Equity Securities (including the 2032 Convertible Notes) on an as-converted basis owned by such Member and its Related Persons and the denominator of which is the aggregate number of Common Units and other Equity Securities (including the 2032 Convertible Notes) on an as-converted basis issued and outstanding, excluding in each case (i) any Common Units granted as of the Effective Date to employees or other service providers of the Company or any of its Subsidiaries pursuant to the Management Incentive Plan or any other equity incentive plan adopted by the Board and (ii) any Common Units issued in connection with a Business Issuance (other than any Common Units issued in connection with a conversion of 2032 Convertible Notes into Common Units).

"**Unit**" means a unit representing a fractional part of the membership interests of all of the Members and shall include all types and classes and/or series of Units; *provided* that any type or class or series of Unit shall have the designations, preferences and/or

special rights set forth in this Agreement and the membership interests represented by such type or class or series of Unit shall be determined in accordance with such designations, preferences and/or special rights.

## ARTICLE 2
## ORGANIZATIONAL MATTERS

Section 2.01. *Formation of the Company*. The Company was formed on [●], 2024, pursuant to the provisions of the Delaware Act.

Section 2.02. *Limited Liability Company Agreement*. This Agreement constitutes the "limited liability company agreement" of the Company within the meaning of the Delaware Act. The Members hereby execute this Agreement for the purpose of establishing the affairs of the Company and the conduct of its business in accordance with the provisions set forth herein and the Delaware Act. The Members hereby agree that during the term of the Company set forth in Section 2.07, the rights, powers and obligations of the Company and the Members with respect to the Company will be determined in accordance with the terms and conditions of this Agreement and, except where the Delaware Act provides that such rights, powers and obligations specified in the Delaware Act shall apply "unless otherwise provided in a limited liability company agreement" or words of similar effect and such rights, powers and obligations are set forth in this Agreement, the Delaware Act; *provided* that, notwithstanding the foregoing, Section 18-210 of the Delaware Act (entitled "No statutory appraisal rights") and Section 18-305(a) of the Delaware Act (entitled "Access to and confidentiality of information; records") shall not apply or be incorporated into this Agreement. To the extent that the rights or obligations of any Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall control, to the fullest extent permitted by the Delaware Act.

Section 2.03. *Name*. The name of the Company shall be "[Newco] LLC". The Board may change the name of the Company at any time and from time to time; *provided* that such name contains the words "Limited Liability Company", the abbreviation "L.L.C." or the designation "LLC". Notification of any such change shall be given to all Members, *provided* that failure to provide any such notice shall not affect the validity of any such change. The Company's business may be conducted under its name or any other name or names deemed advisable by the Board.

Section 2.04. *Purpose*. The purpose and business of the Company shall be to engage in any lawful acts or other activities for which limited liability companies may be organized under the Delaware Act.

Section 2.05. *Powers*. Subject to the other terms of this Agreement, as applicable, the Company shall be empowered to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of the purposes and business described in Section 2.04. Notwithstanding anything in this Agreement to the contrary, nothing set forth herein shall be construed as

authorizing the Company to take or engage in any action forbidden by law to a limited liability company organized under the laws of the State of Delaware.

Section 2.06. *Principal Office; Registered Office*. The principal office of the Company shall be located at such place as the Board may from time to time designate. The Company may maintain offices at such other place or places as the Board deems advisable. Notification of any such change in the principal office shall be given to all Members; *provided* that failure to provide any such notice shall not affect the validity of any such change. The address of the registered office of the Company in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Board may designate from time to time in the manner provided by applicable law, and the registered agent for service of process on the Company in the State of Delaware at such registered office shall be the registered agent named in the Certificate or such Person or Persons as the Board may designate from time to time in the manner provided by applicable law.

Section 2.07. *Term*. The term of the Company commenced upon the filing of the Certificate in accordance with the Delaware Act and shall continue in existence until the Company is terminated, dissolved or liquidated in accordance with the provisions of Article 11 and the Delaware Act.

Section 2.08. *No State-Law Partnership*. The Members intend that the Company not be a partnership (including a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member by virtue of this Agreement for any purposes and neither this Agreement nor any other document entered into by the Company or any Member relating to the subject matter hereof shall be construed to suggest otherwise. The Members intend that the Company shall be treated as a corporation for U.S. federal and all applicable state and local income tax purposes, and each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

## ARTICLE 3
## MEMBER MATTERS; UNITS; CAPITAL CONTRIBUTIONS

Section 3.01. *Members; Units*.

(a) *Initial Membership Interests*. The initial membership interests of the Company issued pursuant to the Prior Agreement are hereby canceled for no consideration.

(b) *Units Generally*. The Interests of the Members shall be represented by issued and outstanding Units, which may be divided into one or more types, classes or series. The Company may (but need not) issue certificates representing the Units at the election of the Board. The ownership by a Member of Units shall entitle such Member to the rights set forth in this Agreement, including the right to Distributions of cash and other property as set forth in Article 4 and Article 12 hereof, and subject the Member

holding such Units to the terms and conditions of this Agreement. As of the Effective Date, (i) the Company shall have one class of Units, which is designated as "Common Units" and (ii) after giving effect to the issuance of the Common Units pursuant to the Chapter 11 Plan, the initial aggregate number of Common Units outstanding will be [●]. Subject to Article 5, the Common Units shall be voting Units, and each Common Unit shall have one (1) vote. Each holder of Common Units may vote such Common Units on all matters where this Agreement expressly requires the approval of the Members or to the extent required by non-waivable provisions of applicable law. The Company has the authority to issue an unlimited number of Common Units.

(c) *Convertible Notes*. The ownership by a Member of 2032 Convertible Notes shall entitle such Member to the rights set forth in this Agreement, including the right to Distributions of cash and other property as set forth in Article 4 and Article 12 hereof, and subject the Member holding such 2032 Convertible Notes to the applicable terms and conditions of this Agreement. Subject to Article 5, each holder of 2032 Convertible Notes may vote on all matters where this Agreement expressly requires the approval of the Members or to the extent required by non-waivable provisions of applicable law on an as-converted basis (rounded down to the nearest whole number) as of the applicable record date.

(d) *Schedule of Members*. The Company shall maintain a current schedule of all Members at all times setting forth the name and address of each Member, the class, number and type of Units (and 2032 Convertible Notes and other Equity Securities, if applicable) held by each Member, which may be pursuant to registers maintained by one or more registrars or transfer agents, as applicable, for the Equity Securities, (as the same may be amended, modified or supplemented from time to time, the "**Schedule of Members**"), a copy of which as of the Effective Date is attached hereto as Exhibit A. The Board is hereby authorized to update the Schedule of Members as it may determine to be necessary from time to time, including to reflect additional Capital Contributions made by any Member, and such updates shall not be deemed to be amendments to this Agreement. The Company shall provide the current Schedule of Members to any Sponsor Member that holds Equity Securities upon such Member's request; *provided*, that the Company may, in its discretion, in lieu of providing each Member with a complete version of the Schedule of Members, elect to provide any Member with a redacted or partial version of the Schedule of Members containing only such information as the Company determines appropriate under the circumstances; *provided, further* that any such redacted or partial version of the Schedule of Members shall contain at least (i) the Units (and 2032 Convertible Notes (in principal amount) and other Equity Securities, as applicable) of each Member having an Undiluted Ownership Percentage equal to or greater than five percent (5%) and (ii) the total number of Units (and 2032 Convertible Notes (in principal amount) and other Equity Securities, as applicable) then issued and outstanding. For so long as the JPM Member holds Equity Securities, upon written request by an investment manager of one or more Members that are JPM Members, the Company shall provide, or shall cause its registrar or transfer agent to provide, via email in PDF format, such investment manager with either (i) a separate statement signed by the Chief Financial Officer of the Company showing all Equity Securities that the Company's books and records indicate are held by each such JPM Member or (ii) a

separate statement from each applicable registrar or transfer agent for each such JPM Member showing all Equity Securities that such registrar or transfer agent's register indicate are held by such JPM Member.

(e) *Issuance of Units*. Subject to Section 5.04(d)(i) and Section 6.06, the Board shall have the right to cause the Company to issue such additional Units of the Company as approved by the Board (including creating new classes or series of Units having such powers, designations, preferences and rights as may be approved by the Board). Subject to Section 5.04(d)(i), **Error! Reference source not found.** and Section 5.09(e), the Board shall determine the consideration payable to the Company in connection with the issuance of any Units (if any). The Company shall not issue any Units to any Person unless such Person has executed and delivered to the secretary of the Company the documents described in Section 10.02. The Board is hereby authorized to provide for the issuance of such Units by amending this Agreement to reflect such issuance and to establish the Units to be included in each such class or series, and to fix the relative rights, obligations, preferences and limitations of such Units.

(f) *Adjustment upon Entry of Potential Remedies Order*. All Registered Securities and the Common Units issued and distributed on account of 2024 Unsecured Notes Claims on the Effective Date are subject to the Appellate Litigation and any Potential Remedies Order (which may provide for Turnover, rescission, cancellation or any other remedy). In the event that any Person obtains a Potential Remedies Order, the Registered Securities and the Registered Holders shall be subject to, and required to comply with, such Potential Remedies Order. The Registered Securities and the Registered Holders shall remain subject to the jurisdiction of the Bankruptcy Court (and any appellate court therefrom). Each Member acknowledges and agrees that, upon entry of a Potential Remedies Order and in compliance therewith, the Company or any agent for the Company (including the Company's registrar or transfer agent) may seek further orders related to the Potential Remedies Order in order to effectuate such Potential Remedies Order and shall have the power and authority to take all steps necessary to effectuate such Potential Remedies Order, including instructing any agent for the Company (including the Company's registrar or transfer agent) to reflect the ownership of Common Units and 2032 Convertible Notes consistent with such Potential Remedies Order. For the avoidance of doubt, none of the rights or obligations under Sections 6.06, 9.01, 9.02, 9.03 or 9.05(b) shall apply to any Transfers effected pursuant to this Section 3.01(f) in accordance with a Potential Remedies Order.

(g) *Representations and Warranties of Members*. Each Member, severally and not jointly, and solely as to itself, hereby represents and warrants to the Company and each other Member and acknowledges, in each case, as of the Effective Date (or, in the case of a Person admitted as a member of the Company after the Effective Date pursuant to Article 10, on the date that such Person is admitted as a Member), that:

(i) Such Member has all necessary capacity, power and authority, as applicable, to enter into this Agreement and each other agreement and instrument contemplated hereby to which such Member is a party, to carry out its obligations hereunder and thereunder, and that the execution and delivery by such Member of

this Agreement and each other agreement and instrument contemplated hereby to which such Member is a party and the performance by such Member of its obligations hereunder and thereunder have been duly authorized by all necessary action on the part of such Member. This Agreement and each other agreement and instrument contemplated hereby to which such Member is a party has been duly executed and delivered by such Member, and (assuming due authorization, execution and delivery by the other parties hereto and thereto) constitutes a legal, valid and binding obligation of such Member, enforceable against such Member in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

(ii) The execution, delivery and performance by such Member of this Agreement and each other agreement and instrument contemplated hereby to which such Member is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not (with or without notice or lapse of time, or both): (A) result in a violation or breach of any provision of the governing documents of such Member; (B) result in a violation or breach of any provision of any law or governmental order applicable to such Member; or (C) result in a violation or breach of or constitute a default under any agreement to which such Member is a party, except where the violation, breach, conflict, or default would not have a material adverse effect on such Member's ability to consummate the transactions contemplated hereby. No consent, approval, permit, governmental order, declaration or filing with, or notice to, any Governmental Entity is required by or with respect to such Member in connection with the execution and delivery of this Agreement and each other agreement and instrument contemplated hereby to which such Member is a party and the consummation of the transactions contemplated hereby and thereby, other than such consents, approvals, permits, governmental orders, declarations, filings or notices the failure of which to make or obtain would not have a material adverse effect on such Member's ability to consummate the transactions contemplated hereby.

(iii) The Units (and/or 2032 Convertible Notes and other Equity Securities, as applicable) acquired by (or to be acquired by) such Member are solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. Such Member understands that the Units (and/or 2032 Convertible Notes and other Equity Securities, as applicable) acquired or to be acquired by such Member have not been, and will not be, registered under the Securities Act or any state securities laws, and that, subject to the other restrictions in this Agreement, the Units (and/or 2032 Convertible Notes and other Equity Securities, as applicable) are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, such member cannot sell and must hold such Units (and/or 2032 Convertible Notes and other Equity Securities, as applicable) indefinitely unless they are registered with the United States Securities and

Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. Such Member is able to bear the economic risk of holding the Units (and/or 2032 Convertible Notes and other Equity Securities, as applicable) for an indefinite period (including total loss of its investment), and has sufficient knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in the Company and making an informed investment decision with respect thereto.

(iv) Such Member has had an opportunity to discuss the Company's business, management, financial affairs and the terms and conditions of the offering of the Units (and/or 2032 Convertible Notes and other Equity Securities, as applicable) with the Company's management and has reviewed and evaluated all information it deemed necessary to assess the merits and risks of his, her or its investment in the Company and has had answered to its satisfaction any and all questions regarding such information.

(v) Such Member is an "accredited investor" (as such term is used in Regulation D of the Securities Act), or is an employee of the Company or one of its Subsidiaries and has acquired Units (and/or 2032 Convertible Notes and other Equity Securities, as applicable) in an exempt offering pursuant to Rule 701 of the Securities Act.

(vi) Except as set forth in this Agreement, each Member acknowledges and agrees that (A) neither the Company nor any other Member has made or is hereby making (or shall be deemed to have made) any representation or warranty as to the U.S. federal, state or local or non-U.S. tax consequences to such Member as a result of such Member's acquisition of the Units (and/or 2032 Convertible Notes and other Equity Securities, as applicable) and (B) it shall be responsible for its own tax liability that may arise as a result of such Member's ownership of the Units (and/or 2032 Convertible Notes and other Equity Securities, as applicable).

(vii) Each Member agrees to provide such information and execute and deliver such documents with respect to itself and its direct and indirect beneficial owners as the Board may from time to time reasonably request in writing to (A) verify the accuracy of such Member's representations and warranties herein, (B) establish the identity of such Member and the direct and indirect participants in its investment in the Units (and/or 2032 Convertible Notes and other Equity Securities, as applicable) and/or (C) comply with any law to which the Company may be subject, including, without limitation, compliance with anti-money laundering laws.

(h) *Bankruptcy Code Compliance*. The Company shall not issue non-voting equity securities; provided, however, that the foregoing restriction shall (i) have no further force and effect beyond that required under Section 1123(a)(6) of Chapter 11 of Title 11 of the Bankruptcy Code, (ii) only have such force and effect for so long as

Section 1123 of the Bankruptcy Code is in effect and applicable to the Company, and (iii) in all events may be amended or eliminated in accordance with applicable law as from time to time may be in effect. The prohibition on the issuance of non-voting equity securities is included in this Agreement in compliance with Section 1123(a)(6) of the Bankruptcy Code (11 U.S.C. § 1123(a)(6)).

Section 3.02. *Capital Contributions*.

(a) Each Member named on the Schedule of Members attached hereto as Exhibit A has made (or is deemed to have made) Capital Contributions in the amounts and on the dates specified in the books and records of the Company and each such Member owns the number of Units (and/or 2032 Convertible Notes (in principal amount) and other Equity Securities, as applicable) specified opposite its name on the Schedule of Members.

(b) No Member shall be required to make any additional Capital Contributions to the Company. Any future Capital Contributions made by any Member shall only be made with the consent of the Board and in connection with an issuance of Units made in compliance with Section 5.04(d)(i), **Error! Reference source not found.** and Section 6.06. No Member shall be required to lend any funds to the Company and no Member shall have any personal liability for the payment or repayment of any Capital Contribution by or to any other Member.

## ARTICLE 4
## DISTRIBUTIONS

Section 4.01. *Distributions*.

(a) No Member shall be entitled to receive any dividend or other distribution from the Company (each, a "**Distribution**") except as provided in this Agreement. Subject to Section 5.09, Distributions (whether interim distributions or distributions on liquidation) shall be made in the amount determined by the Board, subject to the terms of this Agreement and the restrictions set forth in the Delaware Act. Except for Distributions made pursuant to Section 5.09, all Distributions shall be made to the Members *pro rata* in accordance with the number of Common Units, 2032 Convertible Notes and other Equity Securities (each on an as-converted basis) held by the Members.

(b) Notwithstanding anything to the contrary herein, the net proceeds from a Sale of the Company that are payable to Members shall be allocated and paid as Distributions pursuant to the provisions of Section 4.01(a).

Section 4.02. *Distributions In-Kind*. To the extent that the Company distributes property in-kind to the Members, the Company shall be treated as making a distribution equal to the Fair Market Value of such property for purposes of Section 4.01.

Section 4.03. *Withholding*. Notwithstanding any other provision of this Agreement, the Company and the Board are authorized to take all actions that they

determine in their discretion to be necessary or appropriate to comply with, and to cause the Company to comply with, any federal, state, local or foreign withholding or other tax payment obligation under applicable law with respect to any payment or distribution to, or otherwise with respect to, any Member or other Person. All taxes or amounts withheld from or paid in respect of any Member or former Member shall be treated for all purposes of this Agreement as having been paid to such Member or former Member.

## ARTICLE 5
## MANAGEMENT

Section 5.01. *Authority of Board*.

(a) *Authority*. A board of managers of the Company (the "**Board**") is hereby established and shall be comprised of natural Persons (each such Person, a "**Manager**") who shall be appointed in accordance with the provisions of this Article 5. Except as otherwise expressly provided in this Agreement, the business and affairs of the Company shall be managed, operated and controlled by or under the direction of the Board, and the Board shall have, and is hereby granted, the full and complete power, authority and discretion for, on behalf of and in the name of the Company, to take such actions as it may in its sole discretion deem necessary or advisable to carry out any and all of the objectives and purposes of the Company. The Managers shall constitute "managers" within the meaning of the Delaware Act; *provided* that no Manager shall have the authority to individually exercise its powers as a "manager" under the Delaware Act unless expressly authorized pursuant to the terms of this Agreement or by the Board. No Member, by virtue of such Member's status as such, shall have any management power over the business and affairs of the Company or actual or apparent authority to enter into, execute or deliver contracts on behalf of, or to otherwise bind, the Company.

(b) *Reliance by Third Parties*. Any Person dealing with the Company may rely on the authority of the Board (or any Officer authorized by the Board) in taking any action in the name of the Company without inquiry into the provisions of this Agreement or compliance herewith, regardless of whether that action actually is taken in accordance with the provisions of this Agreement. Every agreement, instrument or document executed by the Board (or any Officer authorized by the Board) in the name of the Company with respect to any business or property of the Company shall be conclusive evidence in favor of any Person relying thereon or claiming thereunder that (i) at the time of the execution or delivery thereof, this Agreement was in full force and effect, (ii) such agreement, instrument or document was duly executed according to this Agreement and is binding upon the Company and (iii) the Board (or any Officer authorized by the Board) was duly authorized and empowered to execute and deliver such agreement, instrument or document for and on behalf of the Company.

Section 5.02. *Composition of the Board*.

(a) *Number of Managers and Initial Managers*. The Board shall be comprised of nine (9) Managers and the number of Managers constituting the Board shall be increased or decreased from time to time in accordance with (x) the terms of this

Agreement and (y) by resolution approved by the applicable Members in accordance with Section 5.09(d). As of the Effective Date:

(i) three (3) Managers shall be designated by the PIMCO Member, who shall initially be [●], [●] and [●];

(ii) two (2) Managers shall be designated by the SP Member, who shall initially be [●] and [●];

(iii) one (1) Manager shall be designated by the Golden Gate Member, who shall initially be [●];

(iv) two (2) Managers that are Independent (each, an "**Independent Manager**") shall be designated jointly by the Members that have Designation Rights in respect of at least two (2) Managers, who shall initially be [●] and [●]; and

(v) the individual serving as the Chief Executive Officer of the Company shall be a Manager for so long as such Person is employed as such (the "**CEO Manager**"); *provided* that if, at any time, the individual serving as Chief Executive Officer of the Company ceases to be the Chief Executive Officer of the Company, the successor Chief Executive Officer of the Company shall be designated to fill the seat on the Board held by the prior CEO Manager.

(b) After the Effective Date, if at any time, the Undiluted Ownership Percentage of a Member is:

(i) greater than fifty percent (50%), such Member shall have the right to designate up to four (4) Managers;

(ii) equal to or less than fifty percent (50%) but greater than thirty-seven percent (37%), such Member shall have the right to designate up to three (3) Managers;

(iii) equal to or less than thirty-seven percent (37%) but greater than or equal to twenty percent (20%), such Member(s) shall have the right to designate up to two (2) Managers;

(iv) less than twenty percent (20%) but greater than or equal to ten percent (10%), such Member(s) shall have the right to designate one (1) Manager; and

(v) less than ten percent (10%), such Member(s) shall not have the right to designate any Managers.

In the event that exercise of all Designation Rights in accordance with the foregoing would result in more than nine (9) Managers on the Board, then the Member(s) with the lowest Undiluted Ownership Percentage shall not have a Designation Right such that

there shall not be more than nine (9) Managers on the Board; *provided*, that if the Member with the lowest Undiluted Ownership Percentage is the Golden Gate Member, then the Member that acquired the additional Designation Right most recently shall not have such Designation Right until such time as the Golden Gate Member's Undiluted Ownership Percentage is below ten percent (10%); *provided*, *further*, that if the PIMCO Member and the SP Member no longer have a joint right to designate the Independent Managers, then one or more Independent Managers shall be removed from the Board to accommodate the Designation Rights of the applicable Members.

(c) *Affiliated Managers*. Any Manager appointed by a Member (other than any Manager required to be an Independent Manager) may be an Affiliated Manager; *provided* that (i) if the PIMCO Member is entitled to designate more Managers than the SP Member, the number of Affiliated Managers appointed by the SP Member at any given time cannot be greater than the number of Affiliated Managers appointed by the PIMCO Member at such time, and (ii) if the SP Member is entitled to designate more Managers than the PIMCO Member, the number of Affiliated Managers appointed by the PIMCO Member at any given time cannot be greater than the number of Affiliated Managers appointed by the SP Member at such time. One or more Managers shall be automatically removed and the vacancies so created shall be filled pursuant to **Error! Reference source not found.** to give effect to the foregoing.

(d) *Designation Rights*. For the avoidance of doubt, the Manager designation rights (the "**Designation Rights**") of the Members pursuant to Section 5.02(a) and Section 5.02(b) (and the related rights pursuant to Section 5.02(g) and **Error! Reference source not found.** in the case of removal and vacancies) are contractual rights of the applicable Members, and are not subject to any vote of any other Members. In the event that a Member is no longer entitled to its Designation Right (or is entitled to appoint a lesser number of Managers pursuant to its Designation Right), such Member shall promptly cause the Manager or Managers, as applicable, appointed to the Board pursuant to such Designation Right to promptly resign from the Board (and, if such Manager(s) do not resign, they shall be removed by the other Managers) and, thereafter, the vacancy or vacancies on the Board so created will be filled as set forth in **Error! Reference source not found.**. The Company shall also be entitled to request from time to time as determined by the Company that any Member with Designation Rights provide to the Company reasonably satisfactory evidence of its then-present ownership of Units and other Equity Securities in order to verify the applicable rights of such Member pursuant to this Section 5.02.

(e) *Chairman of the Board*. The Member with the greatest Undiluted Ownership Percentage above twenty-five percent (25%) shall have the right to designate one of the Managers to be the Chairman of the Board (the "**Chairman**"), and otherwise, the Chairman shall be appointed by a majority of the Managers. The Chairman shall preside over all meetings of the Board and have such other responsibilities as are determined by the Board from time to time.

(f) *Term*. Each Manager shall serve until his or her resignation, death, disability or removal. A person designated as a Manager by a Member shall become a

Manager effective on receipt by the Company of a written notice (or at such later time or on the happening of some other event specified in such notice) of such person's appointment from the Member that has the right to designate such Manager.

(g) *Removal; Resignation*.

(i) The CEO Manager shall automatically be removed from the Board at such time as the CEO Manager is terminated or resigns from, or otherwise ceases to hold, his or her position as Chief Executive Officer of the Company.

(ii) Any other Manager (other than an Independent Manager) may be removed or replaced at any time from the Board, with or without cause, upon, and only upon, the written request of (A) in the case of a Manager appointed by a Member to the Board pursuant to a Designation Right, the Member that has the right to designate such Manager pursuant to this Section 5.02 (*provided* that such Member continues to have such Designation Right at the time of such removal) or (B) in the case of (x) a Manager (other than an Independent Manager) appointed to the Board pursuant to the vote of the holders of an Undiluted Ownership Percentage greater than fifty percent (50%) or (y) a Manager (other than an Independent Manager) appointed to the Board pursuant to a Designation Right if, at the time of such removal, the Member which designated such Manager to the Board pursuant to a Designation Right is no longer entitled to such Designation Right pursuant to Section 5.02(d), holders of an Undiluted Ownership Percentage greater than fifty percent (50%).

(iii) An Independent Manager may only be removed (x) for Cause by a majority of the other Managers or (y) by mutual written agreement of the Members that have the right to designate such Independent Manager pursuant to Section 5.02(a)(iv) (provided that the Member that receives such right after an Independent Manager has been appointed shall not be required to agree to the removal thereof).

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

(h) *Vacancy*. In the event that a vacancy is created on the Board at any time due to the death, disability, retirement, resignation or removal of any Manager (including a removal pursuant to a reduction in a Member's Designation Right pursuant to Section 5.02(b) and Section 5.02(d)), if the vacancy results from the death, disability, retirement, resignation or removal of (i) the CEO Manager, then the successor Chief Executive Officer of the Company shall automatically be appointed to the Board, (ii) a Manager appointed by a Member pursuant to a Designation Right and such Member continues to have such Designation Right at the time such vacancy is created, such Member shall have the exclusive right to designate an individual to fill such vacancy and the Company and

each Member hereby agrees to take such actions as may be required to ensure the election or appointment of such designee to fill such vacancy on the Board (*provided* that if, at the time of such vacancy, such Member no longer has such Designation Right, the vacancy shall be filled by a majority of the remaining Managers, and (iii) an Independent Manager, the vacancy shall be filled by mutual written agreement of the Members that have the right to designate an Independent Manager pursuant to Section 5.02(a)(iv); *provided* that, if applicable, such Members cannot agree on such appointment within ninety (90) days after the creation of the vacancy, each such Member shall propose two individuals to serve as Independent Manager and the remaining Independent Manager (or if there is none, the CEO Manager) shall select the individual to serve as the new Independent Manager from the individuals so proposed (and such Independent Manager shall select the second Independent Manager, as applicable). If no Members have the right to designate an Independent Manager pursuant to Section 5.02(a)(iv), a vacancy that results from the death, disability, retirement or removal of an Independent Manager shall be filled by a majority of the remaining Managers.

(i) *Observers*. Each Member shall have the right to appoint one non-voting observer to the Board (a "**Board Observer**") so long as such Member either (x) continues to have a Designation Right or (y) has an Undiluted Ownership Percentage of at least ten percent (10%) (or, in the case of the PIMCO Member, the SP Member, the Golden Gate Member and the JPM Member only, at least five percent (5%)). A Board Observer (i) will have the right to participate as a non-voting observer in each Board meeting and (ii) may be replaced at any time by the Member that designated such Board Observer. The Company shall ensure that a Board Observer receives the following, with all related documents and other attachments submitted to the Board substantially at the same time as such is provided to the Board: (A) notices of Board meetings; (B) draft minutes of Board meetings submitted to Board members for approval; (C) final, approved minutes of Board meetings; (D) written consents submitted to Board members for signature; (E) notices sent to Board members describing any other Board actions; and (F) all other materials provided to the Board; *provided*, that the Company reserves the right to withhold any information and to exclude such Board Observers from any meeting or portion thereof if access to such information or attendance at such meeting would reasonably be expected to adversely affect the attorney-client privilege between the Company and its counsel or would result in a conflict of interest; *provided*, *further*, that the failure to provide any notices or other documentation to a Board Observer shall not in any way affect the ability of the Board to take any action or the legitimacy of any action taken by the Board. Once a Member ceases to meet the applicable Undiluted Ownership Percentage threshold set forth in this Section 5.02(h), such Member shall lose any rights pursuant to this Section 5.02(h) until such time, if any, that such Member later meets or exceeds such Undiluted Ownership Percentage.

(j) *Reimbursement; Compensation*. The Managers and Board Observers shall not receive from the Company any reimbursement or compensation for managing the affairs of the Company, except (i) Managers that are not principals of any Member or Affiliate thereof may receive market compensation from the Company in such amounts approved by the Board (excluding the vote of each such Manager), and (ii) the Managers and Board Observers shall be reimbursed by the Company for all reasonable and

documented out-of-pocket costs, expenses, disbursements and advances incurred by such Managers and Board Observers incurred in connection with attending meetings of the Board or meetings of any special or standing committee of the Board in accordance with reasonable reimbursement policies adopted by the Company; *provided*, that, in each case, any reimbursed expenses are properly substantiated by such Manager or Board Observer.

(k) *Subsidiary Boards*. Each Member that has a Designation Right shall be entitled to designate a proportionate number of individuals to any board of directors (or equivalent governing body) of any material Subsidiary of the Company, unless otherwise agreed by such Member or as otherwise required by law.

(l) *Confidentiality Agreements*. Each Manager and Board Observer shall enter into a customary non-disclosure and confidentiality agreement with the Company with confidentiality obligations at least as restrictive as those set forth in this Agreement.

Section 5.03. *Meetings*.

(a) *Generally*. The Board shall hold regular meetings at such time and at such place as the Board may designate and which shall be scheduled taking into account the reasonable availability of all Managers. Special meetings of the Board may be called at any time by the Chairman or any two (2) or more Managers. Meetings of the Board may be held either in person or by means of telephone or video conference or other communications device that permits all Managers participating in the meeting to hear each other, at the offices of the Company or such other place (either within or outside the State of Delaware) as may be determined from time to time by the Board. Unless waived by all of the Managers then in office in writing (before, during or after the meeting) or with respect to any Manager at such meeting, written notice of each meeting of the Board shall be given to each Manager at least forty-eight (48) hours prior to each such meeting or, in the case of an emergency or exigent circumstances, as soon as reasonably practicable (but in no event less than twenty-four (24) hours).

(b) *Attendance and Waiver of Notice*. Attendance of a Manager at any meeting shall constitute a waiver of notice of such meeting by such Manager, except where the Manager attends the meeting for the express purpose of objecting at the beginning thereof to the transaction of any business because the meeting is not properly noticed, called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

Section 5.04. *Quorum; Manner of Acting*.

(a) *Quorum*. No action may be taken by the Board unless a quorum is present. Managers constituting a Board Majority (present either in person or by proxy) shall constitute a quorum for the transaction of business of the Board; *provided*, that in the case of any meeting of the Board for which notice is provided less than thirty (30) days prior to such meeting and for so long as any Member is entitled to Designation Rights pursuant to Section 5.02, such majority shall include at least one (1) Manager designated by such

Member pursuant to Section 5.02, as applicable; *provided*, *further* that for purposes of taking any action with respect to an Affiliate Transaction, a quorum shall be deemed to be present if a majority of the Managers (excluding any Manager Affiliated with or designated to the Board by the counterparty to such Affiliate Transaction or any of its Affiliates, or otherwise having a material interest in the Affiliate Transaction that is unique as compared to the interests of Members in general) are present (either in person or by proxy). If the applicable quorum shall not be present at any meeting of the Board, then the Managers present at the meeting may adjourn the meeting to a time no earlier than twenty-four (24) hours after written notice (including by electronic mail) of such adjournment has been given to the Managers and any Managers not present at the original meeting shall not be required for the purposes of establishing quorum at such adjourned meeting (so long as a majority of Managers are present at the such adjourned meeting).

(b) *Participation*. Any Manager may participate in a meeting of the Board by means of telephone or video conference or other communications device that permits all Managers participating in the meeting to hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting. A Manager may vote or be present at a meeting either in person or by proxy, and such proxy may be granted in writing, by means of electronic transmission or as otherwise permitted by applicable law.

(c) *Voting; Binding Act*. Each Manager shall be entitled to cast one vote with respect to decisions made by the Board; *provided*, however, that each Manager designated by a Member (other than an Independent Manager) shall have the proxy of each other Manager designated by such Member (other than an Independent Manager) not present at any meeting of the Board so that the entire vote of the Managers designated by a particular Member (other than an Independent Manager) may be taken by the designated Manager(s) actually present at a given meeting. Except as otherwise specified in this Agreement, the act of a Board Majority shall be the act of the Board.

(d) *Matters Requiring Board Approval*. Without limiting the generality of Section 5.01, all actions taken or proposed to be taken by the Company and its Subsidiaries ((i) except for any matters properly delegated to Officers pursuant to Section 5.08(a) and (ii) subject to any approval of the Members pursuant to Section 5.09(d) and Section 5.09(e) or otherwise in this Agreement) shall require the approval of the Board by a Board Majority, including:

(i) (A) the issuance, sale, redemption, purchase or other acquisition of, or (B) the conversion, exchange, cancellation or retiring of, any Equity Securities or any warrants, options or other rights to purchase, substitute for or acquire any Equity Securities or securities convertible into or exchangeable for any Equity Securities, including any issuance of Equity Securities in connection with the Management Incentive Plan, except for (w) issuances of capital stock upon exercise of stock options previously granted pursuant to the Management Incentive Plan and in accordance with this Agreement, (x) issuances or redemptions between wholly-owned Subsidiaries of the Company or between the Company and a wholly-owned Subsidiary of the Company, (y) any redemptions, repurchase or other acquisition of Equity Securities issued under the Management

Incentive Plan or any officer, director, manager, employee or service provider compensation arrangements approved by the Board or (z) the conversion of the 2032 Convertible Notes; *provided* that the issuance, sale, redemption, purchase or other acquisition of Equity Securities (1) in an amount less than or equal to $225,000,000 in the aggregate shall also require the consent of either (x) the PIMCO Member and the SP Member or (y) at least one Independent Manager and (2) in an amount greater than $225,000,000 in the aggregate shall also require the consent of the PIMCO Member and the SP Member;

(ii) the (A) creation, incurrence, assumption or guarantee of any indebtedness for borrowed money or (B) entry into or adoption of any material modifications to any existing indebtedness for borrowed money; *provided* that, the creation, incurrence, assumption or guarantee of any indebtedness for borrowed money (1) at an All-In Yield equal to or less than SOFR *plus* 700 basis points shall also require the consent of either (x) the PIMCO Member and the SP Member or (y) at least one Independent Manager, (2) at an All-In Yield of greater than SOFR *plus* 700 basis points shall also require the consent of each the PIMCO Member and the SP Member (except as otherwise set forth in clause (3) below) and (3) that is issued for Emergency Purposes in an amount less than $100,000,000 and at an All-In Yield between SOFR *plus* 700 basis points and SOFR *plus* 900 basis points shall also require the consent of either (x) the PIMCO Member and the SP Member or (y) both Independent Managers;

(iii) the entry into, amendment, modification (including by waiver) or termination of any Affiliate Transaction; *provided* that (A) any Manager Affiliated with or designated to the Board by the counterparty to such Affiliate Transaction, or otherwise having a material interest in the Affiliate Transaction that is unique as compared to the interests of Members in general, shall not be entitled to vote for purposes of such approval (and shall not be accounted for in determining a majority), (B) the consent of the PIMCO Member and the SP Member shall also be required (except where clause (A) applies to the PIMCO Member and/or the SP Member, ss applicable ), and (C) no such approval shall be required for (x) the acquisition of Offered Securities pursuant to Section 6.06 or (y) except as set forth below in Section 5.04(d)(iv), compensation or benefits arrangements entered into in the ordinary course of business;

(iv) the hiring of, determination of compensation, benefits, perquisites and other incentives for, or termination, of the Chief Executive Officer of the Company; *provided* that such approval shall also include the approval of the PIMCO Member and the SP Member; *provided, further*, that if the PIMCO Member and the SP Member do not agree on the applicable proposal within sixty (60) days after such proposal is first presented to the Board, the proposal may be approved by a Board Majority including the consent of at least one Independent Manager;

(v) without limiting Section 5.04(d)(iv) in respect of any grants to the Chief Executive Officer, approving any grants under the Management Incentive Plan;

(vi) entry by the Company or any of its Subsidiaries into any new line of business or any material change to the nature of the Company's or its Subsidiaries' existing business; *provided* that any such approval shall also include the approval of either (A) the PIMCO Member and the SP Member or (B) at least one Independent Manager; *provided, further*, in the case of this clause (B) that the SP Member is given at least sixty (60) days prior notice of the applicable proposal to allow the SP Member to consult with the Board as to such proposal;

(vii) enter into or effect any transaction or series of related transactions involving the purchase, exchange or other acquisition or divestiture (including by merger, consolidation, acquisition of Equity Securities, acquisition of assets or joint venture) by the Company or its Subsidiaries, of any assets and/or Equity Securities (an "**M&A Transaction**") the gross cash proceeds of which exceed $300,000,000 in the aggregate; *provided* that any such approval shall also include the approval of either (A) the PIMCO Member and the SP Member or (B) at least one Independent Manager; *provided, further*, in the case of this clause (B) that the SP Member is given at least thirty (30) days prior notice of the applicable M&A Transaction and the material terms of such M&A Transaction to allow the SP Member to consult with the Board in respect of such proposed M&A Transaction. If the proposed terms of the M&A Transaction are subsequently modified and not reasonably similar to the terms presented to the SP Member, a new 30-day notice period and consultation right shall be required in connection with the approval contemplated by clause (B) above;

(viii) purchase, lease, in-license or otherwise acquire any inventory outside the ordinary course of business in an amount exceeding $150,000,000 over any consecutive three-month period; *provided* that any such approval shall also include the approval of either (A) the PIMCO Member and the SP Member or (B) at least one Independent Manager; *provided, further*, in the case of this clause (B) that the SP Member is given at least thirty (30) days prior notice of the applicable proposal to allow the SP Member to consult with the Board with respect to such proposal and the information provided to the SP Member in connection with such proposal identifies the amount of inventory purchased outside the ordinary course for the preceding three months and a good faith projection of inventory to be purchased outside the ordinary course for the subsequent three months;

(ix) the declaration of any dividend on, or the making of any distribution with respect to, any Equity Securities;

(x) other than in connection with the consummation of a Drag-Along Sale or an IPO, converting the Company into another form of entity, whether by merger, conversion, restructuring or otherwise;

(xi) adoption of, or amendment or modification to, any material compensation plan, material incentive plan or material employee benefits plan (including, without limitation, any Management Incentive Plan (including any award agreement thereunder));

(xii) the selection or removal of the Company's principal auditors; and

(xiii) settlement of any litigation not covered by insurance with a settlement amount in excess of $1,000,000 in any settlement or series of related settlements, or initiating any material litigation.

Notwithstanding anything in this Section 5.04(d) to the contrary, (x) each of the foregoing rights of the PIMCO Member and the SP Member set forth in this Section 5.04(d) shall terminate if such Member has an Undiluted Ownership Percentage of less than nineteen percent (19%) and (y) the approval or consent of an Independent Manager as specified in this Section 5.04(d) shall not be required after the PIMCO Member or the SP Member has an Undiluted Ownership Percentage of less than nineteen percent (19%); *provided* that if the PIMCO Member or the SP Member (or any Transferee thereof) seeks to Transfer any or all of its Equity Securities in accordance with the terms of this Agreement, such approval rights shall Transfer to the Transferee only to the extent the Transferee acquires an Undiluted Ownership Percentage that equals or exceeds nineteen percent (19%).

(e) *Action by Written Consent*. Any action of the Board (or any committee of the Board) may only be taken without a meeting if a unanimous written consent of all Managers shall approve such action.

Section 5.05. *No Employment*. This Agreement does not, and is not intended to, confer upon any Manager any rights with respect to employment or continued employment by the Company, and nothing herein should be construed to have created any employment agreement, or contract for employment on any particular terms, with any Manager.

Section 5.06. *Committees*. The Board may, by the affirmative vote of a Board Majority, designate one or more Board committees; *provided*, that each Member that has a Designation Right shall be entitled to have one Manager designated by such Member on each committee; *provided further*, that the Board may not delegate authority to any such committee. A majority of all the members of any such Board committee may determine its action and fix the time and place, if any, of its meetings, unless the Board shall otherwise provide; *provided* that notice of meetings of any Board committee shall be provided to each Manager on such committee consistent with Section 5.03 *mutatis mutandis*. The Board may at any time dissolve any committee or remove any member of a committee at any time.

Section 5.07. *Limitation of Liability*.

(a) *Waiver of Liability*. Except as otherwise expressly provided herein or in any written agreement entered into by such Person and the Company, and to the maximum

extent permitted by the Delaware Act or the DGCL as contemplated by Section 5.07(c), no present or former Manager or any of his or her respective Affiliates, agents or representatives shall be liable to the Company or to any Member for any act or omission performed or omitted by such Person in his or her capacity as a Manager; *provided* that, except as otherwise provided herein, such limitation of liability shall not apply to the extent the act or omission was attributable to such Person's fraud, bad faith, gross negligence or willful misconduct as determined by a final judgment, order or decree of an arbitrator or a court of competent jurisdiction (which is not appealable or with respect to which the time for appeal therefrom has expired and no appeal has been perfected). Each Manager shall be entitled to rely upon the advice of legal counsel, independent public accountants and other experts, including financial advisors, and any act of or failure to act by such Manager in good faith reliance on such advice shall in no event subject such Person or any of such Person's Affiliates, employees, agents or representatives to liability to the Company or any Member.

(b) *Fiduciary Duties of Members or Managers*. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement or applicable provisions of law or equity or otherwise, and without limitation of the terms set forth in Section 14.01 hereof, no current or former Member or Manager appointed pursuant to a Designation Right (other than an Independent Manager designated pursuant to Section 5.02(a)(iii)) (solely in his or her capacity as such), shall (i) be deemed to have any fiduciary or other duties (including any duty of care or duty of loyalty or a duty to refrain from engaging in any line of business or to offer opportunities to the Company) to the Company or any Member or any other Person, or (ii) be obligated to do or perform any act or thing in connection with the Company and its Subsidiaries not expressly set forth in this Agreement, and to the fullest extent permitted by law, the Company and the Members hereby agree not to make or threaten to make (and hereby irrevocably and unconditionally waive), and shall cause their Affiliates not to make or threaten to make (and, if requested, shall cause their Affiliates to irrevocably and unconditionally waive), any claim or bring any action, suit or other Proceeding or take any similar action, in each case alleging that any Member or Manager shall have breached any fiduciary or other duty to the Company or any Member or any other Person (including any claim that such Member or Manager aided or abetted a breach of fiduciary duty by any other Person). Without limiting the foregoing, the provisions of this Agreement, to the extent that they restrict the duties (including fiduciary duties) and liabilities of any Member or Manager otherwise existing at law or in equity, are agreed by the parties hereto to replace (or eliminate) such other duties and liabilities of such Persons, to the maximum extent permitted by applicable law. The CEO Manager, Independent Managers and any other Manager not appointed pursuant to a Designation Right (solely in his or her capacity as such) shall owe to the Members fiduciary duties of the type owed by directors of a corporation to the stockholders of such corporation under the DGCL; *provided*, *however*, no such Manager shall have any personal liability for breach of fiduciary duty unless arising from such Manager's breach of the duties of loyalty or due care or acts or omissions which are not in good faith or which involve fraud, bad faith gross negligence or willful misconduct as determined by a final judgment, order or decree of an arbitrator or a court of competent jurisdiction (which is not appealable or with respect to which the time for appeal therefrom has expired and no appeal has been perfected). This provision

shall not limit any other duties imposed upon any Person by a separate written agreement with the Company or any of its Subsidiaries. Notwithstanding the foregoing, in connection with the consideration by each Manager (other than an Independent Manager) of any matter that comes before the Board, such Manager shall be permitted to take into account only the interests of the Member that appointed such Manager and all other duties (fiduciary or otherwise) are waived to the maximum extent permitted by law including the Delaware Act, except that each Manager shall act in accordance with the implied covenant of good faith and fair dealing and (to the extent expressly specified herein) the covenants and express obligations set forth in this Agreement.

(c) *Fiduciary Duties of Officers*. Each Officer of the Company (including, for the avoidance of doubt, the Chief Executive Officer of the Company), in the performance of his or her duties as such, shall owe to the Members fiduciary duties of the type owed by the Officers of a corporation to the stockholders of such corporation under the DGCL; *provided*, however, no Officer shall have any personal liability for breach of fiduciary duty unless arising from such Officer's breach of the duties of loyalty or due care or acts or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of law.

Section 5.08. *Officers*.

(a) *Designation and Appointment*. The Board shall appoint a Chief Executive Officer of the Company (who, pursuant to Section 5.02(a) shall simultaneously serve as a Manager) and the Board may (but need not), from time to time, designate and appoint one or more persons as other officers of the Company (each, an "**Officer**" and collectively, the "**Officers**"). No Officer need be a resident of the State of Delaware, a Member or, other than with respect to the Chief Executive Officer, a Manager. Any Officers so designated shall have such authority and perform such duties as the Board may, from time to time, delegate to them. The Board may assign titles to particular officers. Unless the Board otherwise decides, if the title is one commonly used for officers of a business corporation, the assignment of such title shall constitute the delegation to such Officer of the authority and duties that are normally associated with that office. Each Officer shall hold office until such Officer's successor shall be duly designated and shall qualify or until such Officer's death or until such Officer shall resign or shall have been removed in the manner hereinafter provided. Any number of offices may be held by the same individual. The salaries or other compensation, if any, of the Officers of the Company shall be fixed from time to time by the Board.

(b) *Resignation; Removal; Vacancies*. Any Officer (subject to any contract rights available to the Company, if applicable) may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Board. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. Subject to Section 5.04(d)(iv) with respect to the Chief Executive Officer, any Officer may be removed as such, either with or without cause, at any time by the Board in its discretion; *provided*, *however*, that such removal shall be without prejudice to the contract rights, if any, of the individual so removed. Designation of an Officer shall not of itself create

contract rights. Any vacancy occurring in any office of the Company may be filled by the Board and shall remain vacant until filled by the Board.

Section 5.09. *Member Meetings*.

(a) *Location; Quorum; Voting; Record Dates; Notices*. To the extent a meeting of the Members or a class of Members ("**Member Meeting**") is required by non-waivable applicable law or this Agreement, Member Meetings shall be held at the principal office of the Company or at such other place within or without the State of Delaware specified in the notice or waivers of notice thereof and shall be during normal business hours. Except where this Agreement expressly requires the consent of one or more of the Sponsor Members (in which case the presence (including by proxy) of the applicable Sponsor Members shall constitute a quorum), the presence of Members holding a majority of the outstanding Common Units and other Equity Securities (including the 2032 Convertible Notes) on an as-converted basis or represented by proxy shall constitute a quorum at any Member Meeting. Members may vote by a written proxy executed and delivered to a Manager or the secretary of the Company. A proxy shall be revocable unless it is stated to be irrevocable. The Board may set in advance a date for determining the Members entitled to notice of and to vote at any meeting. All record dates shall be not more than sixty (60) days prior to the date of the meeting to which such record date relates. Member Meetings may be called, and notices of meetings may be given, at any time and for any reason by the Board, in its discretion. Notice of Member Meetings shall be given not less than five (5) nor more than sixty (60) days prior to the meeting to each Member. Notice for any Member may be waived by such Member. Any such notice shall state briefly the purpose, time and place of the meeting. Members may participate in a Member Meeting by means of conference telephone, video conference or similar communications equipment by means of which all participants in the meeting can hear and speak to each other, and such participation in a meeting shall constitute presence at the meeting.

(b) *Waiver of Notice*. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except where such Member attends the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(c) *Action by Written Consent*. Any action required or permitted to be taken at a particular Member Meeting may be taken without a meeting, without notice and without a vote if a consent in writing setting forth the action so taken is signed by Members holding a number of outstanding Common Units and other Equity Securities (including the 2032 Convertible Notes) on an as-converted basis required to take such action under Section 5.09 or any other express provision of this Agreement requiring approval by the Members.

(d) *Matters to be Approved by Sponsor Members*. Notwithstanding anything in this Agreement to the contrary, the following actions by the Company or any of its Subsidiaries shall require the affirmative vote or consent of each Sponsor Member so

long as such Sponsor Member holds Equity Securities representing an Undiluted Ownership Percentage of at least one and one-half percent (1.5%):

(i) the entry into, amendment, modification (including by waiver) or termination of any Affiliate Transaction other than on arm's length terms as determined by a majority of disinterested Managers;

(ii) declaring dividends or other distributions on a non-*pro rata* basis or making non-*pro rata* repurchases or redemptions of any Equity Securities or Debt Instruments held by Members (other than repurchases from terminated employees as determined by the Board); and

(iii) in addition to any other requirement set forth in Section 14.02, amending or waiving any rights or obligations under any of the following sections and article of this Agreement if such amendment would have a more than *de minimis* adverse impact on such Member: Section 3.02(b), Section 5.07, Section 5.09, Section 5.10, Section 6.01, Section 6.04, Section 6.06, Section 7.02, Article 9, Section 13.02, Section 14.02, Section 14.14 and Section 14.15; and

(iv) change the classification of the Company to a partnership for U.S. federal, or applicable state and local, income tax purposes in a way that would materially and adversely affect such Member.

[Any change in the number of Manager on the Board shall require the consent of the PIMCO Member and the SP Member.][8] If a Sponsor Member (or any Transferee thereof) seeks to Transfer any or all of its Equity Securities in accordance with the terms of this Agreement, the foregoing consent rights in clauses (i)-(iii) of Section 5.09(d) shall Transfer to the Transferee only to the extent the Transferee acquires an Undiluted Ownership Percentage that equals or exceeds one and one-half percent (1.5%).

(e) *Sale of the Company*. The following consent shall be required in connection with any Sale of the Company, including a Drag-Along Sale:[9]

(i) For any Sale of the Company (including a Drag-Along Sale) that is to be consummated within thirty (30) months after the Effective Date, the consent of a Board Majority and the PIMCO Member and the SP Member shall be required.

(ii) For any Sale of the Company (including a Drag-Along Sale) that is to be consummated between thirty (30) months and 48 months after the Effective Date:

(A) if such transaction will result in the PIMCO Member or the SP Member realizing Net Transaction Proceeds in an amount less than

[8] Under review.

[9] Under review.

such Member's aggregate Capital Contributions *plus* interest thereon at the weighted average interest rate on three-month U.S. Treasury Bills for the applicable period as reported in the Wall Street Journal, compounded quarterly, the consent of a Board Majority, the PIMCO Member and the SP Member shall be required;

(B) if such transaction will result in each of the PIMCO Member and the SP Member realizing Net Transaction Proceeds in an amount equal to or greater than such Member's aggregate Capital Contributions *plus* interest thereon at eight and one half percent (8.5%) compounded quarterly, the consent of a Board Majority, including at least one Independent Manager, shall be required; and

(C) any other transaction not meeting the requirements of clause (A) or (B) above shall require the consent of a Board Majority and each Independent Manager.

(iii) For any Sale of the Company (including any Drag-Along Sale) to be consummated more than 48 months after the Effective Date, such transaction shall require the consent of a Board Majority and the consent of either (A) the PIMCO Member and the SP Member or (B) at least one Independent Manager.

Notwithstanding anything in this Section 5.09(e) to the contrary and subject to Section 9.03, no Member shall have any approval right over any Sale of the Company (including any Drag-Along Sale) if, and for so long as, such Member's Undiluted Ownership Percentage is less than nineteen percent (19%) and the approval or consent of an Independent Manager as specified in this Section 5.09(e) shall not be required if the appointment of the Independent Managers is no longer subject to the approval of the PIMCO Member and the SP Member (or a Transferee thereof); *provided* that if the PIMCO Member or the SP Member (or any Transferee thereof) seeks to Transfer any or all of its Equity Securities in accordance with the terms of this Agreement, such approval rights shall Transfer to the Transferee only to the extent the Transferee acquires an Undiluted Ownership Percentage that equals or exceeds nineteen percent (19%).

Section 5.10. *Appellate Litigation*. The Company shall have no involvement in the Appellate Litigation except as expressly set forth in Article XII.A.9 of the Chapter 11 Plan.

## ARTICLE 6
## RIGHTS AND OBLIGATIONS OF MEMBERS

Section 6.01. *Limitation of Liability*. Except as otherwise provided in the Delaware Act, by applicable law or expressly in this Agreement, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member, Manager or other Covered Person shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member, Manager or Covered

Person. A Member's liability (in its capacity as such) for debts, liabilities and Losses of the Company shall be limited to such Member's share of the Company's assets; *provided* that a Member shall be required to return to the Company any Distribution made to it in clear and manifest accounting or similar error. The immediately preceding sentence shall constitute a compromise to which all Members have consented within the meaning of the Delaware Act. Notwithstanding anything contained herein to the contrary, the failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business and affairs under this Agreement or the Delaware Act shall not be grounds for imposing personal liability on the Members or any member of the Board for liabilities of the Company, except to the extent constituting fraud, gross negligence or willful misconduct by such Members.

Section 6.02. *Lack of Authority*. Except as expressly permitted pursuant to this Agreement, no Member in his, hers or its capacity as such has the authority or power to act for or on behalf of the Company in any manner or way, to bind the Company, or do any act that would be (or could be construed as) binding on the Company, in any manner or way, or to make any expenditures on behalf of the Company, unless such specific authority has been expressly granted to and not revoked from such Member by the Board, and the Members hereby consent to the exercise by the Board of the powers conferred on it by law and this Agreement.

Section 6.03. *No Right of Partition*. No Member shall have the right to seek or obtain partition by court decree or operation of law of any property of the Company, or the right to own or use particular or individual assets of the Company.

Section 6.04. *Indemnification*.

(a) *Generally*. To the fullest extent permitted by the Delaware Act or other applicable law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company or the applicable Subsidiary to provide broader indemnification rights than said law permitted the Company or the applicable Subsidiary to provide prior to such amendment), the Company agrees, and shall cause each of its Subsidiaries to agree, that, subject only to the limitations and conditions in this Section 6.04 and those imposed by the Delaware Act, each Covered Person who was or is made a party or is threatened to be made a party to or is reasonable likely to become involved in any threatened, pending or completed claim, action, suit, audit, investigation, charge, or other proceeding, whether civil, criminal, administrative, or arbitrative (a "**Proceeding**"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, in each case arising out of or in connection with any act or omission or alleged act or omission, performed or omitted to be performed by such Covered Person in connection with or in any way related to the business or operation of the Company or any of its Subsidiaries, or by reason of the fact that he or she, or a Person of whom he or she is the legal representative, is or was a Covered Person, shall be indemnified by the Company and its Subsidiaries against judgments, losses, damages, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including attorneys' fees) (collectively, "**Losses**") incurred by such Covered Person in connection

with such Proceeding, and indemnification under this Section 6.04 (or otherwise) shall continue as to a Covered Person who has ceased to serve in the capacity which initially entitled such Covered Person to such indemnity and shall inure to the benefit of the heirs, executors and administrators of such a Covered Person; *provided*, that (x) such Covered Person acted in good faith and in a manner believed by such Covered Person to be in, or not opposed to, the best interests of the Company and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful; (y) such Covered Person's conduct did not constitute fraud, gross negligence or willful misconduct, in either case as determined by a final, nonappealable order of a court of competent jurisdiction. In connection with the foregoing, the termination of any Proceeding or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the Covered Person did not act in good faith or, with respect to any criminal proceeding, had reasonable cause to believe that such Covered Person's conduct was unlawful, or that the Covered Person's conduct constituted fraud, gross negligence or willful misconduct; and (z) in no event shall any Covered Person related to a current or former holder of Registered Securities be entitled to indemnification pursuant to this Section 6.04(a) in respect of any Losses in any way related to the Appellate Litigation. The rights granted pursuant to this Section 6.04 shall be deemed contract rights, and no amendment, modification or repeal of this Section 6.04 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Section 6.04 could involve indemnification for negligence or under theories of strict liability. Notwithstanding the foregoing, unless the Board shall otherwise determine, no indemnification shall be available to any Person otherwise entitled to indemnification hereunder in respect of (i) any Proceeding commenced by such Covered Person against the Company or any Subsidiary thereof or any Member or any Affiliate thereof, or by the Company or any Subsidiary thereof against such Covered Person or any Affiliate thereof, or (ii) if the Covered Person otherwise entitled to indemnification hereunder shall settle or compromise (or otherwise take any similar action) with respect to any Proceeding or other matter otherwise subject to indemnification hereunder unless the Company shall have provided its prior written consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed, it being agreed that such Covered Person shall not have the right to settle or compromise (or take any similar action) any such Proceeding or other matter without the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed. In respect of any matter subject to indemnification hereunder, the Covered Person entitled to indemnification hereunder shall advise the Company of the existence thereof promptly after becoming aware thereof, and thereafter, other than with respect to a Covered Person related to a Sponsor Member, the Company shall have the right, upon written notice to such Covered Person, to assume the control of the defense thereof.

(b) *Advance Payment*. Reasonable expenses incurred by a Covered Person of the type entitled to be indemnified under this Section 6.04 who was, is or is threatened to be made, a named defendant or respondent in a Proceeding (other than a Proceeding brought by the Company or any Subsidiary thereof against such Covered Person or by such Covered Person against the Company, any Subsidiary thereof, any Member or any

Affiliate thereof) shall, unless otherwise determined by the Board in the specific circumstance (*provided* that the Board shall have no such discretion in the case of any Person included in clauses (i), (ii) and (iii) of the definition of "Covered Person"), be paid by the Company in advance of the final disposition of the Proceeding upon receipt of a written undertaking by or on behalf of such Covered Person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Company. The advancement of expenses under this Section 6.04 shall continue as to a Covered Person who has ceased to serve in the capacity which initially entitled such Covered Person to such advancement of expenses and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(c) *Nonexclusivity of Rights*. The right to indemnification and the advancement of expenses conferred in this Section 6.04 shall not be exclusive of any other right which any Covered Person may have or hereafter acquire under any statute, agreement, law, vote of the Board or otherwise.

(d) *Insurance*. The Company shall purchase, at its expense, insurance to cover Losses covered by the foregoing indemnification provisions and to otherwise cover Losses for any breach or alleged breach by any Covered Person of such Covered Person's duties in such amount and with such deductibles as the Board may determine; *provided*, that the failure to obtain such insurance shall not affect the right to indemnification of any Covered Person under the indemnification provisions contained herein, including the right to be reimbursed or advanced expenses or otherwise indemnified for Losses hereunder. If any Covered Person recovers any amounts in respect of any Losses from any insurance coverage (other than as contemplated by Section 6.04(f)), then such Covered Person shall, to the extent that such recovery is duplicative, reimburse the Company for any amounts previously paid to such Covered Person by the Company in respect of such Losses.

(e) *Limitation*. Notwithstanding anything contained herein to the contrary (including in this Section 6.04), any indemnity by the Company relating to the matters covered in this Section 6.04 shall be provided out of and to the extent of the Company's assets only, and no Member (unless such Member otherwise agrees in writing or is found in a final decision by a court of competent jurisdiction to have personal liability on account thereof) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity of the Company (except as expressly provided herein).

(f) *Priority*. The Company hereby acknowledges that a Covered Person may have certain rights to indemnification, advancement of expenses and/or insurance provided by Affiliates or other Persons with which the Covered Person has a business relationship (collectively, the "**Other Indemnitors**"). The Company hereby agrees (i) that it is the indemnitor of first resort (i.e., its obligations to each Covered Person are primary and any obligation of the Other Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by the Covered Person are secondary), (ii) that it shall be required to advance the full amount of expenses incurred by the Covered Person and shall be liable for the full amount of all expenses, judgments,

penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement, without regard to any rights such Covered Person may have against the Other Indemnitors, and (iii) that it irrevocably waives, relinquishes and releases the Other Indemnitors from any and all claims against the Other Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Other Indemnitors on behalf of the Covered Person with respect to any claim for which such Covered Person has sought indemnification from the Company shall affect the foregoing and the Other Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Covered Person against the Company. The provisions of this Section 6.04(f) are for the benefit of each of the Other Indemnitors and their respective successors and assigns and all of such Persons are intended third-party beneficiaries of this Section 6.04(f) and shall be entitled to enforce this Section 6.04(f) directly.

(g) *Savings Clause*. If this Section 6.04 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Covered Person indemnified pursuant to this Section 6.04 to the fullest extent permitted by any applicable portion of this Section 6.04 that shall not have been invalidated and to the fullest extent permitted by applicable law.

Section 6.05. *Confidentiality*. Each Member recognizes and acknowledges that it has and may in the future receive certain Confidential Information, including any trade secrets, of the Company and its Subsidiaries and other Persons with which the Company and its Subsidiaries do business, and that such Confidential Information constitutes valuable, special and unique property of the Company and its Subsidiaries. Except as permitted pursuant to a written consent provided by the Company, each Member agrees, for so long as such Member is a member of the Company and for two years after such Member no longer holds any Units or other Equity Securities of the Company, not to disclose or use for his, her or its own account (other than in connection with his, her or its investment in the Company) or the account of any other Person (other than the Company or any Subsidiary thereof) any Confidential Information; *provided*, that the foregoing shall not restrict the Member from (a) using the Confidential Information on behalf of the Company or any Subsidiary thereof in the course of such Member's duties or to enforce rights granted to such Member pursuant to this Agreement; (b) disclosing Confidential Information to an Affiliate, Related Person (solely in the case of a Member that is not a natural Person), equityholder, director, officer, manager, designated Manager or Board Observer, employee, attorney, advisor or other representative of such Member so long as such Person is not a Company Competitor and such Person is bound by confidentiality obligations not materially less restrictive than those set forth in this Section 6.05; *provided*, *further*, that such Member will be responsible for any violation of this Section 6.05 by any such Person as if such Person were party hereto; (c) disclosing Confidential Information to a potential Transferee where such Transfer is permitted hereunder; *provided* that (i) except as permitted hereunder, the potential Transferee is not a Company Competitor, (ii) the potential Transferee has executed a nondisclosure agreement with such Member or the Company containing confidentiality obligations not

materially less restrictive than those set forth in this Section 6.05, and (iii) such disclosure of Confidential Information is only to the extent required for purposes of evaluating, negotiating or consummating such potential Transfer; (d) disclosing Confidential Information solely to the extent requested or required by subpoena, interrogatory, request for information or documents, deposition, civil investigative demand, legal process or other legal requirement or Governmental Entity to disclose any of the Confidential Information, in which event the Member shall notify the Company as promptly as is practicable (if not legally prohibited from doing so) and shall provide reasonable cooperation so that the Company may seek a protective order or other appropriate remedy (at the Company's sole cost and expense) and/or waive compliance with the provisions herein; *provided*, *further*, that if in the absence of a protective order or other remedy or the receipt of a waiver from the Company, the Member is nonetheless, based on the advice of its counsel, required to disclose Confidential Information, such Member shall be permitted to furnish only that portion of the Confidential Information which such counsel advises is required, (e) disclosing or reporting Confidential Information to such Member's (or any of its Related Persons') current or prospective limited partners or other equity investors ("**Investors**") in connection with such Member's (or any of its Related Persons') customary and bona fide reporting, marketing and fundraising activities; *provided* that the Investors are instructed to comply with the confidentiality restrictions of this Section 6.05; *provided*, *further*, that such Member will be responsible for any breach or violation of this Section 6.05 by any of its Investors as if such Investor was a party hereto; (f) to any actual or potential lender of such Member whom such Member shall instruct to observe the terms of this Section 6.05; or (g) using for any purpose (but not disclosing) the residuals resulting from access to the Confidential Information; *provided* that such Member shall not disclose the Confidential Information except as expressly permitted hereunder. The term "**residuals**" means information in intangible form, which is retained in the memory of Members who have had access to the Confidential Information (including ideas, concepts, know-how or techniques contained therein) and that is indistinguishable from general industry knowledge; *provided*, in all cases, such Member did not intentionally memorize such information or retain notes or other aids to retain such memory. Each Member acknowledges and agrees that all notes, records, reports, sketches, plans, unpublished memoranda or other documents, whether in paper or electronic form (and copies thereof), held by such Member containing Confidential Information will be promptly returned or destroyed (at such Member's option) at the written request of the Company upon the termination of any Member's ownership of Units, provided that such Member may retain, in a secure location, (i) Confidential Information for its files as required by its respective bona fide internal record retention policies or to comply with applicable law, rule or regulation or (ii) the Confidential Information automatically maintained on routine computer system backup tapes, disks or other electronic storage devices in the ordinary course of operation; *provided further* that (x) the Member's personnel whose functions are not primarily information technology, legal or regulatory compliance in nature do not access such retained copies, (y) the Member's personnel whose functions are primarily information technology, legal or regulatory compliance in nature access such copies only as reasonably necessary for the performance of their information technology, legal or regulatory compliance duties (e.g., for purposes of system recovery), and (z) notwithstanding any other provision in this

Agreement, the Member shall continue to be bound by this Section 6.05 while in continued possession of Confidential Information. Each Member further understands that the Company and its Subsidiaries will receive from third parties confidential or proprietary information ("**Third Party Information**") subject to a duty on the Company's and its Subsidiaries' part to maintain the confidentiality of such information and to use it only for certain limited purposes. Each Member will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than personnel of the Company or its Subsidiaries who need to know such information as required by their work for the Company or its Subsidiaries) or use Third Party Information unless expressly authorized by the Board in writing. Notwithstanding anything to the contrary in this Agreement, no former employee of the Company or any of its Subsidiaries (or any Member in which such person has an interest) shall have the right to receive any Confidential Information (and no Member shall provide any such Person any Confidential Information) except as otherwise required by applicable law, rule, regulation or judicial order. Each Member understands that nothing herein is intended to or shall prevent such Member from communicating directly with, cooperating with, or providing information to any Governmental Entity.

Section 6.06. *Preemptive Rights*.

(a) Except for any Business Issuance or the issuance of Equity Securities in connection with an IPO, in the event the Company or its Subsidiaries proposes to issue and sell any Preemptive Rights Securities (collectively, the "**Offered Securities**"), in each case, prior to an IPO or Sale of the Company, the Company shall provide written notice (a "**Preemptive Rights Notice**") thereof to each Qualified Member at least fifteen (15) Business Days prior to the estimated date of such issuance of such Offered Securities setting forth the amount of funds sought to be raised, the proposed price and other principal terms thereof, such Qualified Member's Preemptive Percentage Interest of such Offered Securities, and the period of time within which the Preemptive Right must be exercised, which shall be no less than fifteen (15) Business Days from receipt of the Preemptive Rights Notice (the "**Exercise Period**"). All Preemptive Rights Securities that are Debt Instruments (or preferred, senior, hybrid or debt-like Equity Securities) (collectively the "**Offered Debt**") to which a Qualified Member is a party shall contain (or a side letter between the PIMCO Member and/or the SP Member, as applicable, and the Preemptive Holders holding such Offered Debt) "payments for consents" provisions substantially similar to Section 9.03 of the New Exit Notes Indenture (and neither the PIMCO Member nor the SP Member, as applicable, shall agree to amend such provision without the consent of each Qualified Member holding any such Preemptive Rights Securities (each such Member, a "**Preemptive Holder**")) and neither the PIMCO Member nor the SP Member, as applicable, shall consent to, or solicit, any amendment, supplement or other modification of the New Exit Notes Indenture or any Offered Debt unless consented to by each Preemptive Holder adversely affected thereby, to the extent such amendment, supplement or other modification has the effect of: (1) reducing the principal amount of the Offered Debt held by such Preemptive Holders, (2) reducing the principal of, or modifying the maturity date of, the Offered Debt held by such Preemptive Holders or altering or, to the extent applicable to such Offered Debt, waiving any of the provisions relating to the dates on which the Offered Debt may be redeemed or the

redemption price thereof with respect to the redemption of Offered Debt (other than any change to the notice periods with respect to such redemption), (3) reducing the rate of, or extending the time for payment of, interest, including default interest, on the Offered Debt owing to such Preemptive Holders; (4) waiving a default or event of default in the payment of principal of, premium on, if any, or interest, if any, owing to such Preemptive Holders (except a rescission of acceleration of the Offered Debt by the requisite holders (or such equivalent term as defined in the definitive documentation governing the Offered Debt and a waiver of the payment default that resulted from such acceleration but solely to the extent such acceleration does not result from the default or event of default in the payment of principal of, premium on, if any, or interest, if any, owing to such Preemptive Holders); (5) making any Offered Debt owing to such Preemptive Holders payable in anything other than the currency of issuance; (6) making any change in the provisions of the definitive documentation governing the Offered Debt relating to waivers of past defaults or the rights of such Preemptive Holders to receive payments of principal of, premium on, if any, or interest, if any, on, the Offered Debt; (7) (i) making any change to, or modifying, the ranking of the Offered Debt of such Preemptive Holders in respect of right of payment that would affect such Preemptive Holders (including pro rata sharing provisions in respect thereof), (ii) contractually subordinating any Offered Debt of such Preemptive Holders in right of payment to any other indebtedness or (iii) contractually subordinate all or any material portion of the liens on the collateral securing such Offered Debt of such Preemptive Holders to liens on such collateral securing any other indebtedness (in each case, including, without limitation, by creating any first-out, last-out or similar tranche or class under any indebtedness) other than, in each case, in connection with (x) a debtor-in-possession financing or similar financing [(which, if offered to any holder of the Offered Debt complies with Section 6.06(g))][10] or (y) any other indebtedness offered ratably (on the basis of such Offered Debt) on the same terms and economics to such Preemptive Holders holding such Offered Debt; (8) amending or modifying the provisions of the definitive documentation for such Offered Debt with respect to the application of proceeds of the collateral or any other pro rata sharing provision that would adversely affect any Preemptive Holders other than, in each case, in connection with any indebtedness offered ratably on the same terms and economics to all adversely affected Preemptive Holders; and (9) modifying the definitive documentation for such Offered Debt in any manner that is disproportionately adverse to any Preemptive Holders holding such Offered Debt relative to the PIMCO Member and/or the SP Member, as applicable, holding such Offered Debt (it being understood and agreed that the creation of any junior lien or last-out tranche will be disproportionately adverse to the Preemptive Holders) other than (x) in accordance with the express terms of the definitive documentation for such Offered Debt, (y) any debtor-in-possession financing (or similar financing under applicable law) [(which, if offered to any holder of the Offered Debt complies with Section 6.06(g))],[11] and (z) indebtedness, any other financing or any other transactions offered ratably on the same terms and economics to such Preemptive Holders holding such Offered Debt or otherwise consented to by such Preemptive Holders

[10] Under review.

[11] Under review.

(collectively, the "**Minority Protections**"). Notwithstanding the foregoing, if the Minority Protections are included in the definitive documentation for any Offered Debt (or in any side letter between the PIMCO Member and/or the SP Member, as applicable, and the Preemptive Holders, holding such Offered Debt) no consent to amendments, supplements or other modifications under this clause (a) shall be required by the Preemptive Holders in respect of the applicable Offered Debt. In the event that any Preemptive Holder would cease to be a Member (as a result of no longer holding Equity Securities or otherwise), the Company shall enter into a separate agreement with such Preemptive Holder to ensure that such Preemptive Holder receives the Minority Protections with respect to any Offered Debt that it holds.

(b) Subject to this Section 6.06, each Qualified Member shall have the right (the "**Preemptive Right**"), exercisable as hereinafter provided, to purchase, or cause one of its Related Persons to purchase, up to its Preemptive Percentage Interest of such Offered Securities, such purchase to be at the same price and on the same terms and conditions as described in the Preemptive Rights Notice. Prior to the expiration of the Exercise Period, each Qualified Member shall have the right to elect irrevocably to purchase all or any portion of its Preemptive Percentage Interest of any such Offered Securities at the respective purchase price set forth in the Preemptive Rights Notice by delivering a written notice to the Company (an "**Acceptance Notice**") specifying the number or amount of Offered Securities such Qualified Member wishes to purchase (in such capacity, a "**Participating Preemptive Member**"). The delivery of an Acceptance Notice by a Participating Preemptive Member shall be a binding and irrevocable offer by such Participating Preemptive Member to purchase the Offered Securities described therein. The failure of a Qualified Member to deliver an Acceptance Notice by the end of the Exercise Period shall constitute a waiver of its rights under this Section 6.06 with respect to the purchase of such Offered Securities proposed to be issued, but shall not affect its rights with respect to any future issuances or sales of additional Offered Securities. At the expiration of the Exercise Period, the Company shall promptly notify each Participating Preemptive Member that has elected to purchase its full Preemptive Percentage Interest of such Offered Securities initially available to such Participating Preemptive Member (each, a "**Fully Electing Member**") of any other Qualified Member's failure to do likewise, and each such Fully Electing Member shall have the right, exercisable for a period of ten (10) Business Days upon receipt of such notice from the Company (the "**Second Exercise Period**") to purchase up to its *pro rata* portion of the Offered Securities that were not subscribed for by the other Qualified Members, which *pro rata* portion is equal to, with respect to each Fully Electing Member, the quotient determined by dividing (x) the Undiluted Ownership Percentage of such Fully Electing Member by (y) the aggregate Undiluted Ownership Percentage of all Fully Electing Members. If there are any Offered Securities which have not been subscribed for upon the expiration of the Second Exercise Period, the Company shall, in accordance with the procedure outlined in the immediately preceding sentence, reoffer such Offered Securities to any Participating Preemptive Member that has elected to purchase its *pro rata* portion of the Offered Securities offered during the Second Exercise Period in accordance with the immediately preceding sentence until all Offered Securities have been purchased or no Participating Preemptive Member elects to further exercise its rights.

(c) Following the expiration of the Exercise Period or the Second Exercise Period, as applicable, the Company shall be free to complete the proposed issuance or sale of the Offered Securities to a third party as described in the Preemptive Rights Notice with respect to which Qualified Members declined to exercise the pre-emptive right set forth in this Section 6.06 on terms no less favorable to the Company than those set forth in the Preemptive Rights Notice (except that the amount of additional Offered Securities to be issued or sold by the Company may be reduced); *provided*, that: (i) such issuance or sale is closed within 120 days after the expiration of the Exercise Period; and (ii) for the avoidance of doubt, the price at which the Offered Securities are sold is at least equal to or higher than the purchase price described in the Preemptive Rights Notice. In the event the Company has not sold such Offered Securities within such time period, the Company shall not thereafter issue or sell any Offered Securities without first again offering such securities to the Qualified Members in accordance with the procedures set forth in this Section 6.06.

(d) Following the expiration of the Exercise Period or the Second Exercise Period, as applicable, the Company and each Qualified Member shall take all such other actions as may be reasonably necessary to consummate the purchase and sale including, entering into such additional agreements as may be necessary or appropriate, so long as such agreements (including any representations or warranties contained therein) are substantially similar to those to be or previously executed by other purchasers of the applicable Offered Securities.

(e) Notwithstanding the notice requirements of this Section 6.06, the Company may proceed with an issuance of Offered Securities that would otherwise be subject to this Section 6.06 prior to having complied with the provisions of this Section 6.06 if (i) the Board has determined in good faith that effecting such issuance prior to having complied with such provisions is reasonably necessary and in the best interest of the Company, and (ii) promptly (and in any event at least within twenty (20) Business Days) after completing any such issuance, the Company gives the Members who were Qualified Members prior to such issuance the retroactive opportunity to acquire the Offered Securities on terms that give effect, in all material respects, to the ability that each such Qualified Member would otherwise have had to acquire a portion of such Offered Securities pursuant to its rights set forth in this Section 6.06 (a "**Retroactive Preemptive Issuance**"). In the event of a Retroactive Preemptive Issuance pursuant to this Section 6.06(e), the Company shall provide to each Qualified Member who would have been entitled to receive a Preemptive Rights Notice in connection with such issuance (i) notice of such Retroactive Preemptive Issuance and (ii) the Preemptive Rights Notice described in Section 6.06(a), and permit each such Qualified Member to exercise its participation rights under this Section 6.06 to participate in such Retroactive Preemptive Issuance at any time during the Exercise Period (which, for purposes of this Section 6.06(e), shall be deemed to commence as of the date of delivery of the Preemptive Rights Notice for such Retroactive Preemptive Issuance).

(f) A Qualified Member may assign its Preemptive Right to any Related Person of such Qualified Member (whether or not a Member) that agrees to be bound by the provisions of this Agreement applicable to the Qualified Member by executing a Joinder.

(g) [The Golden Gate Member, the JPM Member, the BR Member to have (non-transferable) right to participate in a future DIP based on pro rata holdings of Exit Indenture (or applicable senior secured facility) at time of such DIP (DIP to be excluded from debt preemptive rights).][12]

## ARTICLE 7
## BOOKS, RECORDS, ACCOUNTING AND REPORTS; INSPECTION

Section 7.01. *Records and Accounting*. The Company shall keep, or cause to be kept, at the principal office of the Company (or such other place determined by the Board) appropriate books and records with respect to the Company's business, including all books and records necessary to provide any information, lists and copies of documents required to be provided pursuant to Section 7.02 or pursuant to applicable laws. All matters concerning (a) the determination of the relative amount of allocations and distributions among the Members pursuant to Article 4 and (b) accounting procedures and determinations, and other determinations not specifically and expressly provided for by the terms of this Agreement, shall be determined by the Board, whose determination shall be final and conclusive as to all of the Members absent manifest clerical error. Except as provided in Section 7.03 or as consented to by the Board, no Member shall have the right to access any of the Company's books or records. In addition, the Board may redact any schedule to this Agreement that discloses the names of Members or the Capital Contributions or other information with respect thereto if the Board determines such action to be necessary.

Section 7.02. *Information Rights*. Prior to an IPO or Sale of the Company, and subject to the confidentiality obligations of Section 6.05 of this Agreement, the Company shall, subject to any redactions to preserve Confidential Information, attorney-client privilege or similar privilege of the Company that the Company may reasonably deem necessary, deliver or caused to be delivered to each Member:

(a) within (x) 120 days after the end of the Fiscal Year ending December 31, 2024 and (y) ninety (90) days after the end of each Fiscal Year thereafter, (i) a copy of the audited consolidated balance sheet of the Company and its Subsidiaries as of the end of such Fiscal Year and the related audited consolidated statements of income and cash flows for such Fiscal Year, in each case, in accordance with GAAP and (ii) management's discussion and analysis of the material operational and financial developments during such Fiscal Year;

(b) within forty-five (45) days after the end of each of the first three Fiscal Quarters of each Fiscal Year (commencing with the Fiscal Quarter ending [●], 2024), (i) a copy of the unaudited consolidated balance sheet of the Company and its Subsidiaries as of the end of such Fiscal Quarter and the related unaudited consolidated statements of income and cash flows for such Fiscal Quarter and the portion of the Fiscal Year through the end of such Fiscal Quarter, in each case, in accordance with GAAP (subject to normal

[12] Under review.

year-end audited adjustment and the lack of complete footnotes) and (ii) management's discussion and analysis of the material operational and financial developments during such Fiscal Quarter;

(c) within thirty (30) days after the end of each calendar month (commencing with the calendar month ending [●], 2024), a financial reporting package (including the month-end "flash" numbers for the month just ended), containing a summary of the previous month's financial results of operations;

(d) whether or not the Company is subject to the reporting requirements of Section 13 or Section 15(d) of the Exchange Act, within five (5) Business Days from the occurrence of the relevant event, information substantially similar to the information that would have been required to be reported on a Current Report on Form 8-K if the Company were subject to the reporting requirements of Section 13 or Section 15(d) of the Exchange Act, under any of the following items of Form 8-K: Item 1.01 (Entry into a Material Definitive Agreement), Item 1.02 (Termination of a Material Definitive Agreement), Item 1.03 (Bankruptcy or Receivership), 2.01 (Completion of Acquisitions or Dispositions of Assets), Item 2.03 (Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant), Item 2.04 (Triggering Events That Accelerate or Increase a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement), Item 4.01 (Changes in Registrant's Certifying Accountant), Item 4.02 (Non-Reliance on Previously Issued Financial Statements or a Related Audit Report or Completed Interim Review), Item 5.02 (Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers) (but in this case only as it relates to the appointment or departure of any Manager or the Chief Executive Officer or Chief Financial Officer of the Company); *provided* that (i) the Company may omit from such disclosure any terms of such event if the Company determines in its good faith judgment that disclosure of such terms would otherwise cause material competitive harm to the business, assets, operations, financial position or prospects of the Company and its Subsidiaries, taken as a whole (except that such non-disclosure shall be limited only to those specific provisions that would cause material competitive harm and not the occurrence of the event itself), and (ii) no such disclosure will be required to include a summary of the terms of, any employment or compensatory arrangement agreement, plan or understanding between the Company (or any of its Subsidiaries) and any director, manager or executive officer, of the Company (or any of its Subsidiaries); and

(e) a quarterly "earnings call" which shall take place as promptly as reasonably practicable after the distribution of the financial statements for the applicable quarter, which shall include a reasonable opportunity for questions from Members; *provided*, that the Company shall provide the date and dial-in information for such call and make such information available to the Members (including by posting to a Secured Site, as applicable) at least three (3) days prior to such call.

With respect to the items in this Section 7.02, (x) the Company shall provide, or provide access to, such information to all such Members entitled to receive such information pursuant to this Section 7.02 at the same time and (y) all such Members must agree to be

bound by a customary confidentially agreement in a form reasonably acceptable to the Board (which may, at the Company's election, be on a "click-through" basis) before accessing such information; *provided* that the Company shall not be required to provide such information to a Company Competitor.

Section 7.03. *Access to Books and Records*. The Company will provide, or cause to be provided, to each Member (together with their Entity Related Persons) (and in each case, other than a Company Competitor), upon a written request by such Member and at the sole expense of such Member, reasonable access during normal business hours to the books and records, financial and operating data and such other information of the Company and its Subsidiaries as may reasonably be requested. Any such Member that receives any information pursuant to the foregoing sentence shall be deemed to be in receipt of material non-public information and agrees to be restricted until such information is publicly announced or cleansed or deemed to be stale, as reasonably determined by the Company.

Section 7.04. *Information to Prospective Purchasers*. A Member (including an Initiating Transferor or a Drag-Along Seller) may provide the information provided pursuant to Section 7.02 or any other Confidential Information to any *bona fide* prospective purchasers (other than Company Competitors (except in the case of a Drag-Along Sale)) as follows: the Member will give notice (or cause notice to be delivered) to the Company of the proposed transferees and the Company will then send to the prospective purchaser by e-mail or other electronic communication a link to a website or other portal from which the applicable information and a copy of this Agreement may be accessed subject to (i) the execution by the prospective purchaser and the Company of a customary non-disclosure agreement in favor of the Company in a form reasonably acceptable to the Board (which may, at the Company's election, be on a "click-through" basis) and (ii) an acknowledgement in writing (which may, at the Company's election, be on a "click-through" basis) from such prospective purchaser that such prospective purchaser has received a copy of this Agreement and acknowledges that such prospective purchaser will be bound by the terms and conditions of this Agreement as a Member if such prospective purchaser acquires any Units whether or not it executes a Joinder. Any Sponsor Member may request, and the Company will reasonably cooperate to provide, support in the sale of a portion of a Sponsor Member's Equity Securities that represents an Undiluted Ownership Percentage of at least ten percent (10%) (or, in the case of the JPM Member only, a sale of all of the Equity Securities issued to JPM Members on the Effective Date), including arranging calls with Company management (during regular business hours) and cooperating with reasonable diligence and document requests of potential Transferees of such Equity Securities, with all such costs to be borne by such Sponsor Member.

Section 7.05. *Member Information*. Each Member shall provide such information as to such Member as the Company may reasonably request from time to time, as may reasonably be required for the Company or any Subsidiary to comply with applicable law, rule or regulation, to prepare financial information or to file any tax returns. The Company shall maintain the confidentiality of such information. Notwithstanding anything to the contrary, the Members acknowledge and agree that, if required by

applicable law, rule, or regulation, the Company may disclose information relating to the Members or their Affiliates to third parties, including in any filing made by the Company or any Subsidiary thereof with any Governmental Entity, including the Securities and Exchange Commission or any state level equivalent thereof.

Section 7.06. *Access to Information*. The Company may satisfy its obligations under this Article 7 by providing each Member access to a confidential website such as Intralinks or Firmex and timely posting such information on such website (which website shall have a system of email notification of new postings, the "**Secured Site**").

## ARTICLE 8
## TAX MATTERS

Section 8.01. *Tax Classification*.

(a) The Company and the Members intend that the Company be treated as a corporation for U.S. federal, and, as applicable, state and local, income tax purposes since formation, and neither the Company nor any of the Members shall take any position inconsistent with such treatment.

(b) The Company shall file an election on Internal Revenue Service Form 8832 to elect to be treated as a corporation for U.S. federal income tax purposes since formation and any similar forms to elect to be treated as a corporation for applicable state and local income tax purposes, and the Company and the Members are authorized to take any and all actions in connection therewith.

## ARTICLE 9
## TRANSFER OF UNITS

Section 9.01. *Transfers of Interests; Restrictions on Transfers*.

(a) *Transfers to Competitors.* No Member shall Transfer Equity Securities or Debt Instruments (or any interest therein) to any of the Company Competitors as set forth on Exhibit C, unless (i) such Transfer is in connection with a Sale of the Company or Drag-Along Sale or (ii) is approved by a majority of Managers excluding any Managers that are affiliated with the Member making such Transfer. The Board may, with notice to each Sponsor Member, amend Exhibit C from time to time to include or remove any entities it reasonably determines have become Company Competitors or have ceased to be Company Competitors, as applicable.

(b) *Restrictions to Maintain Private Company Status.* Until the Company otherwise becomes obligated to file reports under Section 13 or Section 15(d) of the Exchange Act or upon receipt of prior written approval from the Board, no Member shall Transfer any Units, 2032 Convertible Notes and/or any other Equity Securities to any other Person to the extent such Transfer would cause the Company to have, including as a result of passage of time and giving *pro forma* effect to the exercise or conversion of all Equity Securities, in excess of (i) 1,950 Holders of Record (or 450 or more Holders of

Record who are not Accredited Investors), calculated in accordance with Section 12(g) of the Exchange Act (or fifty (50) fewer than such other numbers of Holders of Record or holders as may subsequently be set forth in Section 12(g) of the Exchange Act, or any successor provision, from time to time of the Exchange Act, as the minimum number of Holders of Record or holders for a class of capital stock or equity interests to be required to be registered under Section 12 of the Exchange Act) or (ii) 250 Holders of Record, calculated in accordance with Section 15(d) of the Exchange Act (or fifty (50) fewer than such other numbers of holders as may subsequently be set forth in Section 15(d) of the Exchange Act, or any successor provision, from time to time of the Exchange Act, as the minimum number of Holders of Record or holders for a class of capital stock or equity interests to require reporting under Section 15(d) of the Exchange Act). The Company and any transfer or other applicable agent for the Units, 2032 Convertible Notes and/or any other Equity Securities shall be entitled to enforce this provision (including by denying any requested Transfer thereof). The Company and any registrar or transfer agent for the Units, 2032 Convertible Notes and/or any other Equity Securities shall determine the number of Holders of Record from time to time in consultation with Company counsel in order to give full effect to the restriction set forth in this Section 9.01(b). For the avoidance of doubt, any Member may Transfer any or all of its Units (or shares of PublicCo) in any public offering without complying with this Section 9.01(b).

(c) *Legends*.

(i) General. In addition to any other legend(s) that may be required, the Units issued hereunder (and certificates evidencing such securities or book entry position or DTC position, as applicable), in each case, will bear a legend substantially in the form below:

> THE SECURITIES [DESCRIBED HEREIN] // [REPRESENTED BY THIS CERTIFICATE] HAVE BEEN ISSUED IN RELIANCE UPON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SECTION 5 OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") PROVIDED BY SECTION 1145 OF THE BANKRUPTCY CODE, 11 U.S.C. 1145 (THE "BANKRUPTCY CODE") OR IN THE CASE OF AN "UNDERWRITER," AS DEFINED IN SECTION 1145(B)(1) OF THE BANKRUPTCY CODE, ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SECTION 5 OF THE SECURITIES ACT. THESE SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED WITHOUT REGISTRATION UNDER THE SECURITIES ACT; PROVIDED THAT THE HOLDER IS NOT DEEMED TO BE AN UNDERWRITER AS SUCH TERM IS DEFINED IN SECTION 1145(B)(1) OF THE BANKRUPTCY CODE. THE SECURITIES [DESCRIBED HEREIN] // [REPRESENTED BY THIS CERTIFICATE] HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR ANY LOCAL OR STATE SECURITIES LAWS, AND TO THE EXTENT THE HOLDER OF SUCH UNITS IS AN "UNDERWRITER," AS DEFINED IN SECTION 1145(B)(1) OF THE BANKRUPTCY CODE, SUCH

SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN APPLICABLE EXEMPTION THEREFROM.

(ii) 2026 Notes Claims.

(A) Common Units Issued on Effective Date. In addition to any other legend(s) that may be required, the Common Units issued and distributed on account of 2026 Notes Claims on the Effective Date (and certificates evidencing such securities or book entry position, as applicable) will bear a legend substantially in the form below:

POTENTIAL REMEDIES ORDER

THESE COMMON UNITS WERE DISTRIBUTED UNDER THE *FURTHER MODIFIED SECOND AMENDED JOINT CHAPTER 11 PLAN OF WESCO AIRCRAFT HOLDINGS, INC., ET AL.* ("THE CHAPTER 11 PLAN") IN THE CHAPTER 11 CASES FOR WESCO AIRCRAFT HOLDINGS, INC. AND ITS AFFILIATED DEBTORS IN THE U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS (CASE NO. 23-90611 (MI)) ON ACCOUNT OF 2026 NOTES CLAIMS (AS DEFINED IN THE CHAPTER 11 PLAN). THESE COMMON UNITS ARE SUBJECT TO THE TERMS OF THE CHAPTER 11 PLAN AND ANY APPELLATE LITIGATION, INCLUDING THE SUBJECT STANDING MOTION CLAIMS (AS DEFINED IN THE CHAPTER 11 PLAN), AND POTENTIAL REMEDIES ORDER (AS DEFINED IN THE CHAPTER 11 PLAN).

UPON THE ISSUANCE OF A POTENTIAL REMEDIES ORDER, THESE COMMON UNITS MAY, TO THE EXTENT REQUIRED BY SUCH ORDER, BE SUBJECT TO TURNOVER, RESCISSION, CANCELLATION OR ANY OTHER REMEDY, AND ANY SUCH REMEDY MAY ALTER THE ENTITLEMENT TO, OR THE VALUE OF THE INVESTMENT IN, THESE COMMON UNITS. A POTENTIAL REMEDIES ORDER, AND ANY REMEDY ORDERED IN CONNECTION THEREWITH, MAY BE EFFECTUATED WITHOUT ANY FURTHER ACTION BY THE HOLDER.

(B) 2032 Convertible Notes Issued on Effective Date. In addition to any other legend(s) that may be required, the 2032 Convertible Notes issued and distributed on account of 2026 Notes Claims on the Effective Date (and certificates evidencing such securities or book entry position) will bear a legend substantially in the form below:

POTENTIAL REMEDIES ORDER

THESE 2032 CONVERTIBLE NOTES WERE DISTRIBUTED UNDER THE *FURTHER MODIFIED SECOND AMENDED JOINT CHAPTER*

*11 PLAN OF WESCO AIRCRAFT HOLDINGS, INC., ET AL.* ("THE CHAPTER 11 PLAN") IN THE CHAPTER 11 CASES FOR WESCO AIRCRAFT HOLDINGS, INC. AND ITS AFFILIATED DEBTORS IN THE U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS (CASE NO. 23-90611 (MI)) ON ACCOUNT OF **2026 NOTES CLAIMS** (AS DEFINED IN THE CHAPTER 11 PLAN). THESE SECURITIES ARE SUBJECT TO THE TERMS OF THE CHAPTER 11 PLAN AND ANY APPELLATE LITIGATION, INCLUDING THE SUBJECT STANDING MOTION CLAIMS (AS DEFINED IN THE CHAPTER 11 PLAN), AND POTENTIAL REMEDIES ORDER (AS DEFINED IN THE CHAPTER 11 PLAN).

UPON THE ISSUANCE OF A POTENTIAL REMEDIES ORDER, THESE 2032 CONVERTIBLE NOTES MAY, TO THE EXTENT REQUIRED BY SUCH ORDER, BE SUBJECT TO TURNOVER, RESCISSION, CANCELLATION OR ANY OTHER REMEDY, AND ANY SUCH REMEDY MAY ALTER THE ENTITLEMENT TO, OR THE VALUE OF THE INVESTMENT IN, THESE 2032 CONVERTIBLE NOTES. A POTENTIAL REMEDIES ORDER, AND ANY REMEDY ORDERED IN CONNECTION THEREWITH, MAY BE EFFECTUATED WITHOUT ANY FURTHER ACTION BY THE HOLDER.

(C) Common Units Issued upon Conversion. In addition to any other legend(s) that may be required, the Common Units issued on account of the conversion of any 2032 Convertible Notes issued and distributed on account of 2026 Notes Claims on the Effective Date (and certificates evidencing such securities or book entry position, as applicable) will bear a legend substantially in the form below:

POTENTIAL REMEDIES ORDER

THESE COMMON UNITS WERE ISSUED UPON CONVERSION OF 2032 CONVERTIBLE NOTES DISTRIBUTED UNDER THE *FURTHER MODIFIED SECOND AMENDED JOINT CHAPTER 11 PLAN OF WESCO AIRCRAFT HOLDINGS, INC., ET AL.* ("THE CHAPTER 11 PLAN") IN THE CHAPTER 11 CASES FOR WESCO AIRCRAFT HOLDINGS, INC. AND ITS AFFILIATED DEBTORS IN THE U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS (CASE NO. 23-90611 (MI)) ON ACCOUNT OF 2026 NOTES CLAIMS (AS DEFINED IN THE CHAPTER 11 PLAN). THESE SECURITIES ARE SUBJECT TO THE TERMS OF THE CHAPTER 11 PLAN AND ANY APPELLATE LITIGATION, INCLUDING THE SUBJECT STANDING MOTION CLAIMS (AS DEFINED IN THE CHAPTER 11 PLAN), AND POTENTIAL REMEDIES ORDER (AS DEFINED IN THE CHAPTER 11 PLAN).

UPON THE ISSUANCE OF A POTENTIAL REMEDIES ORDER, THESE COMMON UNITS MAY, TO THE EXTENT REQUIRED BY SUCH ORDER, BE SUBJECT TO TURNOVER, RESCISSION, CANCELLATION OR ANY OTHER REMEDY, AND ANY SUCH REMEDY MAY ALTER THE ENTITLEMENT TO, OR THE VALUE OF THE INVESTMENT IN, THESE COMMON UNITS. A POTENTIAL REMEDIES ORDER, AND ANY REMEDY ORDERED IN CONNECTION THEREWITH, MAY BE EFFECTUATED WITHOUT ANY FURTHER ACTION BY THE HOLDER.

(iii) 1L Notes Claims.

(A) Common Units Issued on Effective Date. In addition to any other legend(s) that may be required, the Common Units issued and distributed on account of 1L Notes Claims on the Effective Date (and certificates evidencing such securities or book entry position, as applicable) will bear a legend substantially in the form below:

POTENTIAL REMEDIES ORDER

THESE COMMON UNITS WERE DISTRIBUTED UNDER THE FURTHER MODIFIED SECOND AMENDED JOINT CHAPTER 11 PLAN OF WESCO AIRCRAFT HOLDINGS, INC., ET AL. ("THE CHAPTER 11 PLAN") IN THE CHAPTER 11 CASES FOR WESCO AIRCRAFT HOLDINGS, INC. AND ITS AFFILIATED DEBTORS IN THE U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS (CASE NO. 23-90611 (MI)) ON ACCOUNT OF 1L NOTES CLAIMS (AS DEFINED IN THE CHAPTER 11 PLAN). THESE COMMON UNITS ARE SUBJECT TO THE TERMS OF THE CHAPTER 11 PLAN AND ANY APPELLATE LITIGATION, INCLUDING THE SUBJECT STANDING MOTION CLAIMS (AS DEFINED IN THE CHAPTER 11 PLAN), AND POTENTIAL REMEDIES ORDER (AS DEFINED IN THE CHAPTER 11 PLAN).

UPON THE ISSUANCE OF A POTENTIAL REMEDIES ORDER, THESE COMMON UNITS MAY, TO THE EXTENT REQUIRED BY SUCH ORDER, BE SUBJECT TO TURNOVER, RESCISSION, CANCELLATION OR ANY OTHER REMEDY, AND ANY SUCH REMEDY MAY ALTER THE ENTITLEMENT TO, OR THE VALUE OF THE INVESTMENT IN, THESE COMMON UNITS. A POTENTIAL REMEDIES ORDER, AND ANY REMEDY ORDERED IN CONNECTION THEREWITH, MAY BE EFFECTUATED WITHOUT ANY FURTHER ACTION BY THE HOLDER.

(B) 2032 Convertible Notes Issued on Effective Date. In addition to any other legend(s) that may be required, the 2032 Convertible Notes issued and distributed on account of 1L Notes Claims

on the Effective Date (and certificates evidencing such securities or book entry position) will bear a legend substantially in the form below:

POTENTIAL REMEDIES ORDER

THESE 2032 CONVERTIBLE NOTES WERE DISTRIBUTED UNDER THE FURTHER MODIFIED SECOND AMENDED JOINT CHAPTER 11 PLAN OF WESCO AIRCRAFT HOLDINGS, INC., ET AL. ("THE CHAPTER 11 PLAN") IN THE CHAPTER 11 CASES FOR WESCO AIRCRAFT HOLDINGS, INC. AND ITS AFFILIATED DEBTORS IN THE U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS (CASE NO. 23-90611 (MI)) **ON ACCOUNT OF 1L NOTES CLAIMS** (AS DEFINED IN THE CHAPTER 11 PLAN). THESE SECURITIES ARE SUBJECT TO THE TERMS OF THE CHAPTER 11 PLAN AND ANY APPELLATE LITIGATION, INCLUDING THE SUBJECT STANDING MOTION CLAIMS (AS DEFINED IN THE CHAPTER 11 PLAN), AND POTENTIAL REMEDIES ORDER (AS DEFINED IN THE CHAPTER 11 PLAN).

UPON THE ISSUANCE OF A POTENTIAL REMEDIES ORDER, THESE SECURITIES MAY, TO THE EXTENT REQUIRED BY SUCH ORDER, BE SUBJECT TO TURNOVER, RESCISSION, CANCELLATION OR ANY OTHER REMEDY, AND ANY SUCH REMEDY MAY ALTER THE ENTITLEMENT TO, OR THE VALUE OF THE INVESTMENT IN, THESE SECURITIES. A POTENTIAL REMEDIES ORDER, AND ANY REMEDY ORDERED IN CONNECTION THEREWITH, MAY BE EFFECTUATED WITHOUT ANY FURTHER ACTION BY THE HOLDER.

(C) Common Units Issued upon Conversion. In addition to any other legend(s) that may be required, the Common Units issued on account of the conversion of any 2032 Convertible Notes issued and distributed on account of 1L Notes Claims on the Effective Date (and certificates evidencing such securities or book entry position, as applicable) will bear a legend substantially in the form below:

POTENTIAL REMEDIES ORDER

THESE COMMON UNITS WERE ISSUED UPON CONVERSION OF 2032 CONVERTIBLE NOTES DISTRIBUTED UNDER THE FURTHER MODIFIED SECOND AMENDED JOINT CHAPTER 11 PLAN OF WESCO AIRCRAFT HOLDINGS, INC., ET AL. ("THE CHAPTER 11 PLAN") IN THE CHAPTER 11 CASES FOR WESCO AIRCRAFT HOLDINGS, INC. AND ITS AFFILIATED DEBTORS IN THE U.S. BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS (CASE NO. 23-90611 (MI)) ON ACCOUNT OF 1L NOTES

CLAIMS (AS DEFINED IN THE CHAPTER 11 PLAN). THESE COMMON UNITS ARE SUBJECT TO THE TERMS OF THE CHAPTER 11 PLAN AND ANY APPELLATE LITIGATION, INCLUDING THE SUBJECT STANDING MOTION CLAIMS (AS DEFINED IN THE CHAPTER 11 PLAN), AND POTENTIAL REMEDIES ORDER (AS DEFINED IN THE CHAPTER 11 PLAN).

UPON THE ISSUANCE OF A POTENTIAL REMEDIES ORDER, THESE COMMON UNITS MAY, TO THE EXTENT REQUIRED BY SUCH ORDER, BE SUBJECT TO TURNOVER, RESCISSION, CANCELLATION OR ANY OTHER REMEDY, AND ANY SUCH REMEDY MAY ALTER THE ENTITLEMENT TO, OR THE VALUE OF THE INVESTMENT IN, THESE SECURITIES. A POTENTIAL REMEDIES ORDER, AND ANY REMEDY ORDERED IN CONNECTION THEREWITH, MAY BE EFFECTUATED WITHOUT ANY FURTHER ACTION BY THE HOLDER.

(iv) The applicable legends in Section 9.01(c)(ii) and (iii) shall be removed from any Registered Securities after the expiration of the Interim Period and, if applicable, once the Registered Securities otherwise cease to be subject to any Potential Remedies Order (as reasonably determined by the Company), and the Company shall issue to such holder a new certificate if requested without such legend.

(d) *Book Entry Holdings*. The ownership of Registered Securities, including the original recipients thereof and any successors, assignees or transferees thereof (collectively, the "**Registered Holders**"), will be recorded in a register maintained by the Company's transfer agent and, with respect to the 2032 Convertible Notes, the indenture trustee for the 2032 Convertible Notes (including, if requested by any Registered Holder, in the form of one or more physical certificates registered in the name of such Registered Holder), and all such Registered Holders shall execute and be bound by this Agreement and shall hold all of its initial and after-acquired Registered Securities in such register. No purported Transfer of Registered Securities shall be effective unless and until (x) an executed Transfer Notice is provided to the Company and the Company's transfer agent (or, with respect to the 2032 Convertible Notes, the indenture trustee) in the form attached hereto as Exhibit E in accordance with Section 9.05(b) and (y) with respect to any Transfer of Registered Securities to any Transferee that has not previously executed a Joinder or counterpart to this Agreement, such Transferee has delivered to the Company an executed Joinder in accordance with Section 9.05(a). Any attempted Transfer of Registered Securities not in compliance with the foregoing terms shall be void ab initio, and neither the Company nor any registrar or transfer agent for the Registered Securities shall be required to record such Transfer on its books and records or otherwise in any way give effect to any such impermissible Transfer.

(e) *DTC Holdings*. All Units and other Equity Securities that are, in each case, held through the facilities of DTC (which shall, for the avoidance of doubt, exclude any Registered Securities or new securities issued under the Management Incentive Plan that

are restricted securities under the Securities Act, but which shall include all Common Units issued and distributed pursuant to the Chapter 11 Plan on account of 2024 Unsecured Notes Claims and General Unsecured Claims) (collectively, "**DTC Securities**"; the beneficial holders of DTC Securities, the "**DTC Holders**"). All DTC Holders shall, in accordance with the Chapter 11 Plan, be deemed to be a party to this Agreement as a "beneficial owner", in privity of contract with the other parties to this Agreement and be bound hereby (even if such holder does not execute a signature page to this Agreement), and each DTC Holder (including any such Person deemed to be a party hereto pursuant to the Chapter 11 Plan or the Confirmation Order) shall cause any Transferee that has not previously executed a Joinder or a counterpart to this Agreement to execute a Joinder in connection with a Transfer of DTC Securities (it being understood that the failure of a Transferee of DTC Securities to so execute a Joinder or counterpart to this Agreement will not invalidate any such Transfer occurring through DTC but the fact that such transfer occurring through DTC is not invalidated will not relieve the Transferor DTC Holder from liability for breach for failing to require the Transferee to execute a Joinder or counterpart to this Agreement). It is acknowledged and agreed that the fact that a "DTC Holder" is a "beneficial owner" rather than a "record holder" will not diminish its obligations hereunder.

(f) *Other Private Transfers*. Other than Transfers pursuant to Section 3.01(f) in accordance with a Potential Remedies Order, any Units, 2032 Convertible Notes or other Equity Securities Transferred prior to an IPO shall comply with the transfer restrictions contained in Section 9.05, any such Units, 2032 Convertible Notes or other Equity Securities Transferred shall conclusively be deemed thereafter to be Units, 2032 Convertible Notes or other Equity Securities, as applicable, under this Agreement, and each transferee shall be bound by the terms of this Agreement in accordance with Section 9.05.

(g) *Access to Secured Site*. Any holder of Units, 2032 Convertible Notes or other Equity Securities that has not previously executed a Joinder or counterpart to this Agreement shall be required to execute a Joinder, prior to receiving access to any Secured Site on which information is provided to Members pursuant to this Agreement.

Section 9.02. *Tag-Along Right*.

(a) If (x) at any time during the Interim Period and prior to an IPO, one or more Members proposes to Transfer a number of Equity Securities in a single Transfer or a series of related Transfers that would constitute a Sale of the Company[13] or (y) at any time after the Interim Period and prior to either an IPO or a Sale of the Company, one or more Members proposes to Transfer Equity Securities representing more than a forty percent (40%) Undiluted Ownership Percentage to one or more Affiliated third parties (other than Related Persons of such Member) in a single Transfer or, to the knowledge of the transferring Member(s), a series of related Transfers (any such Transfer contemplated

[13] To be updated to provide that for purposes of a sale under this clause (x), each Member shall be a Tag-Along Member.

by the foregoing clauses (x) and (y), a "**Tag-Along Sale**"), the following procedures shall apply:

(i) The Member that holds the Equity Securities proposed to be Transferred (the "**Initiating Transferor**") shall provide, or cause to be provided, to each Qualified Member, a written notice (a "**Tag-Along Notice**") of the terms and conditions of such proposed Transfer and offer (the "**Tag-Along Offer**") the opportunity to participate in such Transfer in accordance with this Section 9.02. Each Qualified Member (each, a "**Tag-Along Member**") may elect, at their option, to participate in the proposed Tag-Along Sale up to an amount of the applicable Equity Securities equal to (A) the total number of such Equity Securities to be sold in the Tag-Along Sale multiplied by (B) such Tag-Along Member's Tag-Along Percentage Interest.

(ii) The Tag-Along Notice shall identify (A) the type and number of Equity Securities that the Initiating Transferor proposes to Transfer (the "**Tag-Along Interests**"), (B) the consideration for which the Transfer is proposed to be made, (C) the identity and address of the proposed Transferee, (D) the proposed Transfer date; (E) a reasonable estimate and calculation of the proceeds that the Tag-Along Member would be entitled to as a result of the Tag-Along Sale in accordance with this Agreement and (F) all other material terms and conditions of the Tag-Along Sale, including the form of the proposed purchase agreement (as well as any other agreement(s) required to be executed by any such Tag-Along Member) and a firm offer by the proposed Transferee to acquire the Tag-Along Interests from the Initiating Transferor in accordance with this Section 9.02(a).

(iii) From the date of its receipt of the Tag-Along Notice, the Tag-Along Member(s) shall have the right (but not the obligation), exercisable by written notice (the "**Tag-Along Response Notice**") given to the Initiating Transferor within thirty (30) days after the date of the Tag-Along Notice (the "**Tag-Along Notice Period**"), to direct that the Initiating Transferor include in the proposed Tag-Along Sale an amount of the applicable Equity Securities equal to (A) the total number of such Equity Securities to be sold in the Tag-Along Sale multiplied by (B) such Tag-Along Member's Tag-Along Percentage Interest (such Equity Securities, the "**Participating Interests**"). Any Transfer of Participating Interests pursuant to a Tag-Along Sale shall provide each Tag-Along Member the same amount and form of consideration per Participating Interest as proposed to be paid by the proposed Transferee to the Initiating Transferor (including any option to elect between forms of consideration to the same extent as provided to the Initiating Transferor) and shall provide each Tag-Along Member the right, but not the obligation, to rollover in any Sale of the Company, if applicable, in proportion to any rollover by the Initiating Transferor; *provided*, *however*, that no Tag-Along Member shall be required to: (x) make any representations or warranties other than representations and warranties regarding such Tag-Along Member's title to, ownership and conveyance of its Equity Securities, as well as authorization by, authority of and enforceability against, such Tag-Along Member, (y) provide indemnification (including escrow, hold-back or other

similar arrangements to support indemnification) other than on a several (and not joint and several) basis, and in any event not in excess of the amount of net cash proceeds received by such Tag-Along Member as consideration for the sale of its Equity Securities pursuant to such Tag-Along Sale or (z) be required to enter into any restrictive covenants, other than customary confidentiality provisions in favor of the proposed Transferee, in connection with a Tag-Along Sale, in each case, without the express written consent of such Member.

(iv) Each Tag-Along Response Notice shall include executed signature page(s) to the proposed purchase (and any related) agreement as well as wire transfer details for payment of the cash portion of the consideration. To the extent any Tag-Along Member is delivering a Tag-Along Response Notice, it shall also deliver an executed form of assignment of its Participating Interests. Delivery of the Tag-Along Response Notice with such assignment shall constitute an irrevocable acceptance of the Tag-Along Offer by such Tag-Along Member.

(v) The Initiating Transferor and the Tag-Along Member(s) shall consummate the sale to the proposed Transferee of the Participating Interests within 180 days from the date of the Tag-Along Notice (the "**Tag-Along Consummation Period**"). The Tag-Along Consummation Period shall be extended if any of the transactions contemplated by the Tag-Along Offer are subject to approval by any Governmental Entity until the expiration of thirty (30) days after all such approvals have been received, if such approvals are not received during the initial Tag-Along Consummation Period; *provided* that in no event shall the Tag-Along Consummation Period be extended after the date that is 365 days from the date of the Tag-Along Notice.

(vi) If, at the termination of the Tag-Along Notice Period, any Tag-Along Member shall not have elected to participate in the Tag-Along Sale, it shall be deemed to have waived its rights under this Section 9.02(a) with respect to the sale of any Equity Securities pursuant to such Tag-Along Sale (but not, for the avoidance of doubt, with respect to any future Tag-Along Sale).

(vii) If, at the end of the Tag-Along Consummation Period, the Initiating Transferor has not consummated the Tag-Along Sale on substantially the same terms and conditions set forth in the Tag-Along Notice, it shall (A) destroy or return to any applicable Tag-Along Member its executed signature page(s) (and all copies thereof) together with all assignments representing the Participating Interests that such Tag-Along Member delivered and (B) not conduct any sale of Equity Securities without again complying with this Section 9.02(a), to the extent applicable.

(viii) Concurrently with the consummation of the Tag-Along Sale, the Initiating Transferor shall (A) notify the Tag-Along Member(s) of such consummation and (B) use commercially reasonable efforts to cause the Transferee in such Tag-Along Sale to remit to such Tag-Along Member(s) the total consideration (including any deferred or escrowed consideration at such later

time if and when such deferred or escrowed consideration is released for payment to such Tag-Along Member(s)) for the Participating Interests sold pursuant thereto in accordance with the terms of this Agreement, with the cash portion thereof to be paid by wire transfer of immediately available funds to the bank account designated in the Tag-Along Response Notice.

(ix) Notwithstanding anything to the contrary contained in this Section 9.02(a): (A) there shall be no liability on the part of the Initiating Transferor to the Tag-Along Member(s) (other than the obligation to return or destroy any applicable signature pages and assignments of Participating Interests received by the Initiating Transferor) if the sale of Equity Securities pursuant to this Section 9.02(a) is not consummated for whatever reason; and (B) the rights and obligations set forth in this Section 9.02(a) shall not apply: (1) in the case of any Transfer to a Related Person and (2) in the case of any exercise by a Drag-Along Seller of the rights or obligations set forth in Section 9.03.

(b) In connection with any Tag-Along Sale, each of the Tag-Along Members may be required to bear its *pro rata* share of the reasonable and documented out-of-pocket expenditures incurred by the Company or the Initiating Transferor, including expenses incurred in connection with indemnification for representations made by the Company, in connection with such Tag-Along Sale (based on the proceeds payable to each such Member upon the consummation of the Tag-Along Sale, with the amount of such proceeds to be determined on the terms set forth herein); *provided* that no Member shall be obligated to contribute to such expenditures prior to the consummation of the Tag-Along Sale and no Member shall be obligated to pay more than the consideration actually received by such Member, it being agreed that prior to the consummation of such Tag-Along Sale, such expenditures may be paid by the Company or any Subsidiary thereof.

Section 9.03. *Drag-Along Right*.

(a) Subject to Section 5.09(e), in the event that one or more Members collectively holding more than a fifty percent (50%) Undiluted Ownership Percentage (in such role, the "**Drag-Along Seller**"), proposes to consummate a Sale of the Company as of the date of the Drag-Along Notice (a "**Drag-Along Sale**"), the Drag-Along Seller shall have the right, after delivering the Drag-Along Notice in accordance with Section 9.03(c) and subject to compliance with Section 9.03(d), to require that each other Member (each, a "**Drag-Along Member**") participate in, and raise no objection to, such sale in the manner set forth in Section 9.03(b). Notwithstanding the foregoing, if any Manager or Member approval is deemed required by applicable law or otherwise, each Member hereby agrees to vote such Member's Equity Securities or otherwise cause its Managers to vote in favor of any actions necessary to effectuate the Drag-Along Sale; *provided* that the foregoing shall not apply to the consent rights set forth in Section 5.09(e).

(b) Subject to compliance with Section 9.03(d) and without limiting **Error! Reference source not found.** and Section 5.09(e):

(i) if the Drag-Along Sale is structured as a sale resulting in Units being held by an Unaffiliated third party purchaser, then each Drag-Along Member shall sell the number of Equity Securities equal to (A) the total number of Equity Securities to be sold in the Drag-Along Sale multiplied by (B) such Drag-Along Member's percentage of outstanding Equity Securities held within each class or type of Equity Securities;

(ii) if the Drag-Along Sale is structured as a sale of all or substantially all of the consolidated assets of the Company and its Subsidiaries or as a merger, consolidation, recapitalization or reorganization of the Company or other transaction requiring the consent or approval of the Members under applicable law, then notwithstanding anything to the contrary in this Agreement, each Drag-Along Member shall vote in favor of the transaction and otherwise consent to and raise no objection to such transaction, and shall take all actions to waive any dissenters', appraisal or other similar rights that it may have in connection with such transaction; and

(i) notwithstanding anything to the contrary, no Drag-Along Member shall be required to: (A) make any representations or warranties other than representations and warranties regarding such Drag-Along Member's title to, ownership and conveyance of its Units, as well as authorization by, authority of and enforceability against, such Drag-Along Member, (B) provide indemnification (including escrow, hold-back or other similar arrangements to support indemnification) other than on a several (and not joint and several) basis in respect of such Drag-Along Member's representations and warranties and on a *pro rata* basis in respect of representations and warranties of the Company, and in any event not in excess of the amount of net cash proceeds received by such Drag-Along Member as consideration for the sale of its Units pursuant to such Drag-Along Sale, (C) enter into any restrictive covenants, other than customary confidentiality provisions in favor of the proposed Transferee, in connection with a Drag-Along Sale, or, solely with respect to employees of the Company or any Subsidiary thereof, customary non-competition and non-solicitation and other restrictive covenants or (D) with respect to any Sponsor Member, have such Drag-Along Member's proceeds from such Drag-Along Sale placed in any escrow (other than as contemplated by the foregoing clause (B) or Section 9.03(h)) or otherwise not distributed to such Drag-Along Member as soon as reasonably practicable upon consummation of such Drag-Along Sale (and in any event, at substantially the same time as any distribution of proceeds to the Drag-Along Seller).

(c) The Drag-Along Seller shall exercise its rights pursuant to this Section 9.03 by delivering a written notice (the "**Drag-Along Notice**") to the Company and each Drag-Along Member at least ten (10) Business Days prior to the anticipated closing date of such Drag-Along Sale. The Drag-Along Notice shall make reference to the Drag-Along Seller's rights and obligations hereunder and shall describe (i) the proposed date, time and location of the closing of the Drag-Along Sale, if known, (ii) the number of each class or series of Units to be sold by the Drag-Along Seller, (iii) the purchase price per

Unit of each applicable class or series, and (iv) a summary of the material terms and conditions of the Drag-Along Sale.

(d) The obligations of the Drag-Along Members in respect of a Drag-Along Sale under this Section 9.03 are subject to the satisfaction of the following conditions:

(i) Upon consummation of the Drag-Along Sale, (A) each Drag-Along Member of a given class or type of Equity Securities will receive, or have the option to receive, the same form of consideration for their Equity Securities of such class or type to be received by the Drag-Along Seller, (B) each Drag-Along Member of a given class or type of Equity Securities will receive the same amount of consideration for each Equity Securities of such class or type as received by the Drag-Along Seller, (C) each Drag-Along Member will receive consideration (or, in the case of deferred or escrowed consideration, such Drag-Along Member will receive such deferred or escrowed consideration at such later time if and when such consideration is released for payment) for its Equity Securities in accordance with Section 9.03(e), even if the Drag-Along Sale is structured other than as a sale of Equity Securities, (D) each Drag-Along Member will have the right, but not the obligation, to rollover in any Sale of the Company, if applicable, in proportion to any rollover by the Drag-Along Seller, in each case, subject to any other terms and conditions of such Drag-Along Sale; *provided*, that if such consideration consists in whole or in part of securities that are unregistered and issuance of such securities to such Member would not satisfy any applicable securities laws, the Drag-Along Seller may elect in its sole discretion to cause to be paid to such Member an amount in cash equal to the Fair Market Value of such securities that would otherwise be issuable to such Member in such Drag-Along Sale in lieu of issuing such securities to such Member and (E) the consideration to be received by each Drag-Along Member shall not consist, in whole or in part, of a term loan or other private debt instrument or equivalent (other than bonds).

(ii) Except as provided in Section 9.03(b)(i), each Drag-Along Member shall execute the applicable purchase agreement, if applicable, and make or provide the same representations, warranties, covenants, indemnities and agreements as the Drag-Along Seller makes or provides in connection with the Drag-Along Sale.

(e) Each Drag-Along Member shall take all actions as may be reasonably necessary to consummate the Drag-Along Sale, including, entering into agreements and delivering certificates and instruments, in each case, materially the same as the agreements being entered into and the certificates being delivered by the Drag-Along Seller.

(f) In connection with any Drag-Along Sale, each of the Members may be required to bear its *pro rata* share of the reasonable and documented out-of-pocket expenditures incurred by the Company or the Drag-Along Seller, including expenses incurred in connection with indemnification for representations made by the Company, in connection with such Drag-Along Sale (based on the proceeds payable to each such

Member upon the consummation of the Drag-Along Sale, with the amount of such proceeds to be determined on the terms set forth herein); *provided* that no Member shall be obligated to contribute to such expenditures prior to the consummation of the Drag-Along Sale and no Member shall be obligated to pay more than the consideration actually received by such Member, it being agreed that prior to the consummation of such Drag-Along Sale, such expenditures may be paid by the Company or any Subsidiary thereof.

(g) The Drag-Along Seller shall, in its sole discretion, decide whether or not to pursue, consummate, postpone or abandon any Drag-Along Sale. Neither the Drag-Along Seller nor any Affiliate of any such Drag-Along Seller shall have any liability to any other Member or the Company arising from, relating to or in connection with the pursuit, consummation, postponement, abandonment or terms and conditions of any Drag-Along Sale except to the extent such Member shall have failed to comply with this Section 9.03.

(h) Interim Period Drag-Along Sale.

(i) In the event that a Drag-Along Sale is consummated prior to the end of the Interim Period (an "**Interim Period Drag-Along Sale**"), then all cash and non-cash Net Transaction Proceeds payable to Members in respect of Registered Securities ("**Escrowed Proceeds**") shall be placed in a customary escrow account with a third party bank or trust company (a "**Sale Escrow Account**") (with the cash funds therein invested in U.S. Treasury Bills or similar investments) until there is an Appellate Resolution; *provided*, that (A) the release of such Escrowed Proceeds together with any interest thereon to the applicable Member(s) shall be consistent with any Potential Remedies Order, if applicable, and (B) such Escrowed Proceeds may only be placed in a Sale Escrow Account if the Net Transaction Proceeds in respect of such applicable Registered Securities as calculated following the consummation of the Interim Period Drag-Along Sale and immediately prior to placing any such Escrowed Proceeds in a Sale Escrow Account (taking into account amounts of interest to be received on the Sale Escrow Account as calculated based on the forward Treasury rate as of the date the proceeds are placed into the Sale Escrow Account, for the Treasury security with the maturity most closely approximating the period of time between such date and the fourth anniversary of the Effective Date) would result in an IRR of at least twenty percent (20%) as of the fourth anniversary of the Effective Date (assuming that the Escrowed Proceeds and any interest thereon is released to the applicable Member on the fourth anniversary of the Effective Date, even if such proceeds are ultimately released before or after the fourth anniversary of the Effective Date); *provided,* that in calculating the IRR, (x) the Fair Market Value of Drag Securities that are equity securities shall be determined (in accordance with Section 13.2) based on (1) an applicable EBITDA multiple for the issuer of such Drag Securities immediately following such Interim Period Drag-Along Sale and (2) the projected increase in value of such Drag Securities until the fourth anniversary of the Effective Date, which in no event shall be greater than 15% per year, and (y) the Fair Market Value of the non-cash portion of such Net Transaction Proceeds other than Drag Securities shall be determined (in accordance with Section 13.2) based on the Fair Market Value of such non-cash

portion of such Net Transaction Proceeds immediately following such Interim Period Drag-Along Sale and the projected increase in value of such Drag Securities until the fourth anniversary of the Effective Date, which in no event shall be greater than 15% per year. Following the Appellate Resolution, each Member shall automatically be entitled to its portion of the Escrowed Proceeds together with any interest thereon from the Sale Escrow Account consistent with the Potential Remedies Order upon delivery of written instruction from such Member to the escrow agent. Each Member acknowledges and agrees that the Company shall have the power and authority to place such Escrowed Proceeds in the Sale Escrow Account and to release such Escrowed Proceeds to effect or comply with any Potential Remedies Order, each in accordance with this Section 9.03(h).

(ii) The escrow agreement for any Sale Escrow Account shall (A) provide that each Member's interest in the Sale Escrow Account shall be freely transferable and (B) include a process to allow each Member to indirectly vote or take any other related action with respect to such Member's portion of any Dragged Securities included in the Sale Escrow Account.

Section 9.04. *Effect of Transfer*.

(a) *Termination of Rights*. Any Member who shall effect a Transfer of any Units in the Company in accordance with the terms of this Agreement shall cease to be a Member with respect to such Units and shall no longer have any rights or privileges of a Member with respect to such Units (including with respect to any Potential Remedies Order); *provided* that such Member shall continue to be liable in respect of any breaches prior to the time of such Transfer.

(b) *Deemed Agreement*. Any Person who acquires in any manner whatsoever any Units, 2032 Convertible Notes or other Equity Securities, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all of the terms and conditions of this Agreement that any predecessor in such Units, 2032 Convertible Notes or Equity Securities of such Person was subject to or by which such predecessor was bound.

Section 9.05. *Additional Restrictions on Transfer*.

(a) *Execution of Joinder or Counterpart*. In connection with the Transfer of any Units, 2032 Convertible Notes or other Equity Securities to any Transferee that has not previously executed a Joinder or counterpart to this Agreement prior to such Transfer, such Transferee shall, as a condition prior to such Transfer, execute and deliver to the Company a Joinder, pursuant to which such Transferee shall agree to be bound by the provisions of this Agreement as if an original party hereto. Such Joinder shall include (directly or by incorporation by reference) the provisions set forth in Section 3.01(f) as of the date of Transfer.

(b) *Transfer Notice*. In connection with the Transfer of any Units, 2032 Convertible Notes or other Equity Securities (other than any DTC Securities), the Transferor and Transferee shall, as condition prior to such Transfer, execute and deliver to the Company [and the Company's transfer agent (or, with respect to a Transfer of 2032 Convertible Notes, the indenture trustee for the 2032 Convertible Notes)] a Transfer Notice, which shall specify the number or principal amount, as applicable, of Units, 2032 Convertible Notes or other Equity Securities to be Transferred, the legends applicable to each Unit, 2032 Convertible Note or other Equity Security to be transferred and the identity of the Transferor and the Transferee. Such Transfer Notice shall include (directly or by incorporation by reference) the provisions set forth in Section 3.01(f) as of the date of Transfer.

(c) *No Avoidance of Provisions*. Without the consent of the Board, no Member shall directly or indirectly (i) permit the Transfer of all or any portion of the direct or indirect equity or beneficial interest in such Member, including by way of the issuance of new equity or beneficial interest in a Member (or the direct or indirect equityholders of a Member) or (ii) otherwise seek to avoid the provisions of this Agreement by issuing, or permitting the issuance of, any direct or indirect equity or beneficial interest in such Member, in any such case in a manner which would fail to comply with this Article 9 if such Member had Transferred Units, 2032 Convertible Notes or other Equity Securities directly, unless such Member first complies with the terms of this Agreement. Notwithstanding the foregoing, this Section 9.05(c) shall not restrict any Transfer of limited partnership interests or other equity interests in a Member by the limited partners or other equityholders of such Member, so long as such Transfer of limited partnership interests or other equity interests has a bona fide purpose that is unrelated to achieving the indirect Transfer of, and does not have the effect of indirectly Transferring, such Member's Units, 2032 Convertible Notes or other Equity Securities and such Transfer of limited partnership interests or other equity interests is not effectuated to circumvent the general restrictions on Transfers herein.

Section 9.06. *[Void Transfers*. Except as expressly provided in Section 9.01(e), any Transfer of any Member's Units, 2032 Convertible Notes or other Equity Securities (including any Sale of the Company or any Transfer or other transaction or series of related transactions that would, directly or indirectly, have the effect of causing a Sale of the Company) in contravention of this Agreement (including the failure of the Transferee or Transferor, as applicable to execute a Joinder or Transfer Notice, or the failure of a Tag-Along Member to satisfy the requirements set forth in Section 9.02 or the failure of a Drag-Along Member to comply with the requirements set forth in Section 9.03) shall be void *ab initio* and ineffectual and shall not bind or be recognized by the Company, the registrar, transfer agent or any other Person. No purported Transferee in any such Transfer shall have any right to any Distributions of the Company.][14]

Section 9.07. *No Appraisal Rights*. No Member shall be entitled to any valuation, appraisal or similar rights with respect to such Member's Units, whether

[14] Under review.

individually or as part of any class or group of Members, in the event of a merger, consolidation, Sale of the Company or other transaction involving the Company or its securities unless such rights are expressly provided by the agreement of merger, agreement of consolidation or other document effectuating such transaction.

## ARTICLE 10
## ADMISSION OF MEMBERS

Section 10.01. *Substituted Members*. In connection with the Transfer of Units, 2032 Convertible Notes or other Equity Securities of a Member permitted under the terms of this Agreement, the Transferee shall become a Member on the later of (a) the effective date of such Transfer, and (b) the date on which the Board approves such Transferee as a Member, if such approval is required hereunder, and such admission shall be shown on the books and records of the Company.

Section 10.02. *New Members from the Issuance of Units or Other Equity Securities*. In order for a Person to be admitted as a Member of the Company pursuant to the issuance of Units, 2032 Convertible Notes or other Equity Securities to such Person, such Person shall have executed and delivered to the Company a written undertaking in form and substance reasonably acceptable to the Company agreeing to be bound by the terms and conditions of this Agreement. Upon the amendment of the Schedule of Members by the Company and the satisfaction of any other applicable conditions, including, if a condition, the receipt by the Company of payment for the issuance of the applicable Units, 2032 Convertible Notes or other Equity Securities such Person shall be admitted as a Member and deemed listed as such on the books and records of the applicable registrar or transfer agent (or, if there is no registrar or transfer agent, the Company) and thereupon shall be issued such Member's Units, 2032 Convertible Notes or other Equity Securities.

## ARTICLE 11
## WITHDRAWAL AND RESIGNATION OF MEMBERS; REMOVAL

Section 11.01. *Withdrawal and Resignation of Members*. No Member shall have the power or right to withdraw from the Company prior to the dissolution and winding up of the Company pursuant to Article 12, without the prior written consent of the Board (which consent may be withheld by the Board in its sole discretion), except as otherwise expressly permitted by this Agreement. Upon a Transfer of all of a Member's Equity Securities in a Transfer permitted by this Agreement, such Member shall cease to be a Member and the Schedule of Members shall be updated to reflect the same. Notwithstanding that payment on account of a withdrawal, if any, may be made after the effective time of such withdrawal, any completely withdrawing Member will not be considered a Member for any purpose after the effective time of such complete withdrawal.

## ARTICLE 12
## DISSOLUTION AND LIQUIDATION

Section 12.01. *Dissolution*. The Company shall not be dissolved by the admission of additional Members or substituted Members. The Company shall dissolve, and its affairs shall be wound up, only upon the first of the following to occur:

(a) the determination of the Members to dissolve the Company in accordance with the Delaware Act;

(b) the Company ceasing to have any Members, unless a Person is admitted as a Member to the Company and the Company is continued without dissolution in accordance with the Delaware Act; or

(c) the entry of a decree of judicial dissolution or an administrative dissolution of the Company under the Delaware Act; *provided* that, notwithstanding anything contained herein to the contrary, no Member shall make an application for the dissolution of the Company pursuant to the Delaware Act without the approval of the Board.

Section 12.02. *Liquidation and Termination*. On the dissolution of the Company upon the occurrence of any of the events described in Section 12.01, the Board shall act as liquidator or may appoint one or more representatives, Members or other Persons as liquidator(s). The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Delaware Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Board. The steps to be accomplished by the liquidators are as follows:

(a) The liquidators shall pay, satisfy or discharge from the Company's funds all of the debts, liabilities and obligations of the Company (including all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof (including the establishment of a cash fund for contingent liabilities in such amount and for such term as the liquidators may reasonably determine).

(b) As promptly as practicable after dissolution, the liquidators shall (i) determine the Fair Market Value (the "**Liquidation FMV**") of the Company's remaining assets (the "**Liquidation Assets**") in accordance with Article 13 hereof, (ii) determine the amounts to be distributed to each Member in accordance with Section 12.02(c), and (iii) deliver to each Member a statement setting forth the Liquidation FMV and the amounts and recipients of such Distributions.

(c) As soon as the Liquidation FMV and the proper amounts of Distributions have been determined in accordance with Section 12.02(b) above, the liquidators shall promptly distribute the Company's Liquidation Assets to the holders of Units in accordance with Section 4.01.

The distribution of cash or property to a Member in accordance with the provisions of this Section 12.02 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Delaware Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

Section 12.03. *Cancellation of Certificate*. On completion of the distribution of the Company's assets as provided herein, the Company is terminated (and the Company shall not be terminated prior to such time), and the Board (or such other Person or Persons as the Delaware Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to this Agreement that are or should be canceled and take such other actions as may be necessary to terminate the Company. The Company shall be deemed to continue in existence for all purposes of this Agreement until it is terminated pursuant to this Section 12.03.

Section 12.04. *Reasonable Time for Winding Up*. A reasonable time shall be allowed for the orderly winding up of the business and affairs of the Company and the liquidation of its assets pursuant to Section 12.02 in order to minimize any losses otherwise attendant upon such winding up.

Section 12.05. *Return of Capital*. The liquidators shall not be personally liable for the return of Capital Contributions or any portion thereof to the Members (it being understood that any such return shall be made solely from the Company's assets).

## ARTICLE 13
## VALUATION

Section 13.01. *Valuation of Securities and Other Assets*. Subject to Section 13.02, the Fair Market Value of the assets of the Company or of a Unit or any other asset will be determined by the Board (or, if pursuant to Section 12.02, the liquidators) in its good faith judgment in such manner as its deems reasonable and using all factors, information and data deemed to be pertinent.

Section 13.02. *Valuation Methodology*. The "**Fair Market Value**" of (a) a specific asset, means the amount which the Company or other owner thereof would receive in an all-cash sale of such asset (free and clear of all Liens and after payment of all liabilities secured by such asset) in an arm's length transaction with an Unaffiliated third party consummated on the day immediately preceding the date on which the event occurred which necessitated the determination of the Fair Market Value (and after giving effect to any transfer taxes payable in connection with such sale); and (b) the Company, means the amount which the Company would receive in an all-cash sale of all of its assets and businesses as a going concern (free and clear of all Liens and after payment of all indebtedness for borrowed money and other liabilities that would customarily reduce the enterprise value of a business when computing the equity value thereof) in an arm's length transaction with an Unaffiliated third party consummated on the day immediately

preceding the date on which the event occurred which necessitated the determination of the Fair Market Value (assuming that all of the proceeds from such sale were paid directly to the Company other than an amount of such proceeds necessary to pay transfer taxes payable in connection with such sale, which amount will not be received or deemed received by the Company). The determination of Fair Market Value shall be determined in good faith by the Board (or, if pursuant to Section 12.02, the liquidators) or by such reasonable process as determined in good faith by the Board; *provided*, that for so long as the PIMCO Member or the SP Member has the right to designate a Manager to the Board, such Member may provide written notice of disagreement with any Fair Market Value determination within five (5) Business Days of written notice thereof by the Board (or, if pursuant to Section 12.02, the liquidators), and the determination of Fair Market Value shall be made by an investment banking firm of national standing, mutually selected by the Board (or, if pursuant to Section 12.02, the liquidators) and such disagreeing Member, within thirty (30) days after being notified of the selection, and the fees and expenses of such investment banking firm shall be paid by the Company (*provided* that if the determination of the investment bank is within one percent (1%) of the Fair Market Value determined by the Board (or, if pursuant to Section 12.02, the liquidators), then such disagreeing Member shall pay such fees and expenses); *provided*, *further*, that any determination of Fair Market Value of any non-cash proceeds included in an Interim Period Drag-Along Sale to qualify for placement of cash and non-cash proceeds into a Sale Escrow Account pursuant to Section 9.03(h), the PIMCO Member, SP Member and Golden Gate Member shall mutually select one of [***list of three bulge bracket investment banking firms (e.g., GS, MS, BofA, Citi, Lazard) to be agreed prior to execution***] or such other investment banking firm of national standing, mutually selected by the PIMCO Member, SP Member and Golden Gate Member . After a determination of the Fair Market Value of the Company is made as provided above, the Fair Market Value of a Unit will be determined by making a calculation reflecting the cash distributions which would be made to the Members in accordance with this Agreement in respect of such Unit if the Company were deemed to have received such Fair Market Value in cash and then distributed the same to the Members in accordance with the terms of this Agreement incident to the liquidation of the Company after payment to all of the Company's creditors from such cash receipts other than payments to creditors who hold evidence of indebtedness for borrowed money or liabilities and the payment or satisfaction of which is already reflected in the calculation of the Fair Market Value of the Company. Except as otherwise provided herein or in any agreement, document or instrument contemplated hereby, any amount to be paid under this Agreement by reference to the Fair Market Value shall be paid in full in cash, and any Unit being Transferred in exchange therefor will be Transferred free and clear of all Liens.

## ARTICLE 14
## GENERAL PROVISIONS

Section 14.01. *Opportunities and No Interlocking Directors/Information Sharing Restrictions*.

(a) Notwithstanding anything contained herein to the contrary, but subject to and without limiting any other obligations that a Member or Manager may have to the Company or any of its Affiliates pursuant to any separate written agreement signed by such Member or Manager and the Company or any of its Affiliates, (i)(A) no Member or Manager (other than the CEO Manager) shall be required to manage the Company and its Subsidiaries as its sole and exclusive function, (B) the Managers (other than the CEO Manager), Members and any of their respective Affiliates shall dedicate such time to the business of the Company and its Subsidiaries as they shall determine to be necessary or appropriate in their sole discretion, and (C) the Managers (other than the CEO Manager), Members and their respective Affiliates have or may in the future have other business interests and investments and may engage in other activities, some of which may be in conflict or competition with the business of the Company and its Subsidiaries, in addition to those relating to the Company and its Subsidiaries, and shall be entitled to carry on such other business interests, investment and activities and/or compete with the Company and its Subsidiaries or pursue such opportunities, even if such interests, investment and activities are adverse to the interests of the Company or one or more of the Members, and shall have no obligation to present any such opportunities to the Company or any other Person (except to the extent that such opportunity was presented to a Manager expressly in such Person's capacity as a Manager), and (ii) neither the Company nor any of its Subsidiaries nor any Member or Manager thereof or any other Person shall have any right, by virtue of this Agreement or the Company relationship created hereby or otherwise, in or to such other ventures or activities of the Manager or any other Member or any of their respective Affiliates, or to the income or proceeds derived therefrom, and the pursuit of such ventures shall not be (or be deemed) wrongful or improper or a breach of this Agreement, and no notice of the pursuit thereof or the engagement therein shall be required to be provided to the Company, any Subsidiary thereof, any Member, any Affiliate thereof or any other Person; *provided*, that in the event that during the term of this Agreement any Member or Manager (directly or indirectly) acquires from the Company or one of its Subsidiaries (including through a Manager), knowledge of a potential transaction or matter that the Company or its applicable Subsidiary is potentially pursuing, such Member or Manager (including their respective Affiliates) shall not usurp that specific corporate opportunity unless the Company or its applicable Subsidiary irrevocably abandons the matter or transaction and renounces its interest in such potential matter or transaction.

(b) No individual who is an employee, officer or director of a Member (or employee, officer or director of an Affiliate of such Member, including any affiliated investment fund) shall simultaneously serve as a Manager of the Board and as a member of a board of directors or managers (or equivalent governing body) or as an officer of any company that competes in any material respect with the business of the Company and its Subsidiaries taken as a whole (each, a "**Company Competitor**"). To the extent that a Member (or Affiliate thereof, including any affiliated investment fund) (i) has any equity investment in a Company Competitor, or (ii) has any employee, officer or director serving on the board of directors or managers (or equivalent governing body) or as an officer of any Company Competitor, in the case of both (i) and (ii), such Member shall implement appropriate information sharing restrictions that prohibit the disclosure to applicable individuals of any competitively sensitive information or other Confidential

Information of the Company or its Subsidiaries in compliance with applicable laws and good industry practice.

Section 14.02. *Amendments*. No amendment, modification or waiver of this Agreement shall be valid unless executed in writing by Members holding an Undiluted Ownership Percentage greater than fifty percent (50%); *provided* that (i) any amendment, modification or waiver that materially and adversely affects a Member (in its capacity as a holder of Equity Securities or, solely with respect to [Section 6.06(a)], Debt Instruments) (a "**Disproportionately Affected Member**") in a manner disproportionate to the manner in which it affects other Members (in their capacities as holders of Equity Securities or, solely with respect to [Section 6.06(a)],[15] Debt Instruments) shall also require the prior written consent of such Disproportionately Affected Member (except that if any amendment, modification or waiver materially and adversely affects a group of Disproportionately Affected Members in a similar manner, such amendment, modification or waiver shall for purposes of this clause (i) require only the prior written consent of Disproportionately Affected Members holding greater than fifty percent (50%) of the Undiluted Ownership Percentage held by such group of Disproportionately Affected Members, (ii) any amendment, modification or waiver of Section 5.09(d) shall require the approval of the PIMCO Member and the SP Member, (iii) any amendment of Section 5.04(d) that would have the effect of reducing the scope of any matter requiring the approval of a Board Majority shall require the approval of each Member that has a Designation Right or the right to appoint a Board Observer, (iv) any amendment, modification or waiver of any clause of this Section 14.02 or any other provision of this Agreement that provides for the approval of a given Member or group of Members or approval by Members holding at least a specified Undiluted Ownership Percentage shall also require approval of that Member or group of Members or at least that specified Undiluted Ownership Percentage, as applicable, (v) any amendment, modification or waiver to Section 5.02 that would change the size of the Board from nine (9) Managers, shall require the consent of each Member who has the right to designate a Manager pursuant to Section 5.02 at such time, (vi) any amendment, modification or waiver to Section 5.04(c) that would amend or modify the entitlement of each Manager to one vote with respect to decisions made by the Board shall require the consent of each Member who has a right to designate a Manager to the Board pursuant to Section 5.02(a), (vii) any amendment to Section 7.02 shall require the approval of each Sponsor Member holding an Undiluted Ownership Percentage of at least two percent (2%), (viii) any amendment, modification or waiver that adversely affects the Members that own 2032 Convertible Notes shall also require the prior written consent of Members holding a majority of the accreted principal amount of 2032 Convertible Notes, and (ix) any amendment, modification or waiver to Section 5.07 that adversely affects any Member shall require the consent of each adversely affected Member. For the avoidance of doubt, the foregoing restrictions in this Section 14.02 shall likewise apply to any amendment, modification or waiver of any defined term used in any of the foregoing provisions the amendment of which would effectively amend or modify such provision.

[15] Under review.

[Notwithstanding the foregoing, any][16] amendment, modification or waiver effected in connection with, in each case as contemplated by this Agreement, (A) the authorization of additional Units or Equity Securities, (B) the creation of additional series or classes of Units or other Equity Securities, (C) the issuance of Units or other Equity Securities (provided that such creation of additional series or classes of Units or other Equity Securities does not impact the relative rights of holders of Common Units and/or Equity Securities as compared to other holders of Common Units and/or Equity Securities, as applicable), (D) a Sale of the Company, (E) an IPO, (F) an IPO Conversion, or (G) the exercise by the Company, the Board, the PIMCO Member and/or the SP Member of their rights under this Agreement relating to any of actions in the foregoing clauses (A) through (F), shall not require the consent of any Member, holder, class of holders or other Person except to the extent expressly set forth herein.

Section 14.03. *Title to the Company Assets*. The Company's assets (real or personal, tangible or intangible, including limited liability company interests) shall be deemed to be owned by the Company as an entity, and no Member, individually or collectively, shall have any ownership interest in such the Company's assets or any portion thereof.

Section 14.04. *Remedies*. Each Member and the Company shall have all rights and remedies set forth in this Agreement and all rights and remedies which such Person has been granted at any time under any other agreement or contract and all of the rights which such Person has under any law. Any Person having any rights under any provision of this Agreement or any other agreements contemplated hereby shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law.

Section 14.05. *Successors and Assigns*. Except as otherwise provided herein, all covenants and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto, any other Members and their respective heirs, executors, administrators, successors, legal representatives and transferees and assigns, whether so expressed or not. Notwithstanding anything to the contrary herein, no Member shall be entitled to assign to any Person, in whole or in part, its rights to acquire Units under Section 6.06 with respect to each transaction contemplated by such Section in connection with the consummation of such particular transaction, other than to one or more of such Member's Related Persons, without the prior written consent of the Board.

Section 14.06. *Severability.* Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed and

[16] Under review.

enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 14.07. *Counterparts; Binding Agreement*. This Agreement may be executed simultaneously in two or more separate counterparts (including by means of electronic signature), any one of which need not contain the signatures of more than one party, but each of which will be an original and all of which together shall constitute one and the same agreement binding on all the parties hereto and the other Members. This Agreement and all of the provisions hereof shall be binding upon and effective as to each Person who (a) is a Member (whether or not such Member has executed this Agreement), (b) executes this Agreement in the appropriate space provided in the signature pages hereto notwithstanding the fact that other Persons who have not executed this Agreement may be listed on the signature pages hereto or (c) may from time to time become a party to this Agreement by executing a Joinder.

Section 14.08. *Descriptive Headings; Interpretation*. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The use of the word "including" in this Agreement shall be by way of example rather than by limitation, and shall be deemed followed by the phrase "without limitation". Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. Whenever required by the context, references to a Fiscal Year shall refer to a portion thereof. The use of the words "or," "either" and "any" shall not be exclusive. All references to any law or statute shall be deemed to refer to all applicable laws, ordinances, treaties or statutes, in each case, as amended from time to time, and to any rules, regulations, judgments or interpretations promulgated thereunder, in each case, as amended or supplemented. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Wherever a conflict exists between this Agreement and any other agreement, this Agreement shall control but solely to the extent of such conflict.

Section 14.09. *Governing Law; Submission to Jurisdiction; Waiver of Jury Trial*. All issues and questions concerning the application, construction, validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware. The parties hereby agree that any suit, action or Proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby, whether in contract, tort or otherwise, shall be brought in the United States District Court for the

District of Delaware or in the Court of Chancery of the State of Delaware (or, if such court lacks subject matter jurisdiction, in the Superior Court of the State of Delaware), so long as one of such courts shall have subject-matter jurisdiction over such suit, action or Proceeding, and that any case of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Delaware. Each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or Proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or Proceeding in any such court or that any such suit, action or Proceeding which is brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice or other document by registered mail to the address set forth in Section 14.10 shall be effective service of process for any suit, action or other Proceeding brought in any such court. Each party hereto hereby acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. Notwithstanding the foregoing, (i) each party consents to the jurisdiction of the Bankruptcy Court (and any appellate court therefrom) in any suit, action or Proceeding seeking to enforce Section 3.01(f) or Section 5.10 or based on any matter arising out of or in connection with Section 3.01(f) or Section 5.10 or the Appellate Litigation or any Potential Remedies Order, and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or Proceeding in any such court or that any such suit, action or Proceeding which is brought in any such court has been brought in an inconvenient forum and (ii) nothing in this Agreement shall limit the rights and remedies of any party under the Chapter 11 Plan, including the matters for which the Bankruptcy Court retained jurisdiction as set forth in Article XI of the Chapter 11 Plan, and any party may enforce such rights and remedies as provided in the Chapter 11 Plan.

Section 14.10. *Addresses and Notices*. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given or made when (a) delivered personally to the recipient, (b) emailed to the recipient if emailed before 5:00 p.m. New York time on a Business Day, and otherwise on the next Business Day, or (c) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid). Such notices, demands and other communications shall be sent to the address for such recipient set forth in the Company's books and records, or to such other address or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party. Such notices, demands, and other communications shall be sent (x) if to the Members, at the respective addresses set forth on the signature pages to this Agreement (or in the books and records of the Company), or to such other addresses or addressees as may be designated by notice given in accordance with the provisions of this Section 14.10, and (y) if to the Company, addressed to:

[Newco]
c/o [●]
[Address]
[Address]
Attn: [●]

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

[●]
[Address]
[Address]
Attn: [●]
Email: [●]

or to such other addresses or addressees as may be designated by notice given in accordance with the provisions of this Section 14.10. Notwithstanding anything herein to the contrary, any notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement may be given to any DTC Holder by delivery of the relevant notice, demand or other communication to DTC, in accordance with their procedures for communication to entitled account holders in substitution for the aforesaid provisions.

Section 14.11. *Waiver*. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

Section 14.12. *Further Action*. The parties agree to execute and deliver all documents, provide all information and take or refrain from taking such actions as may reasonably be necessary or appropriate to achieve the purposes of this Agreement.

Section 14.13. *Entire Agreement*. This Agreement constitutes the entire agreement among the Company, on the one hand, and all of the Members (in their respective capacities as holders of Units), on the other hand, relating to the matters covered hereby and supersedes any prior contracts or agreements among the Company and the Members (in their respective capacities as holders of Units) relating to the matters covered hereby. As of the Effective Date, other than the Chapter 11 Plan, the Company has not entered into any side letter, agreement, arrangement or understanding with any Member relating to the matters covered hereby.

Section 14.14. *Limited Power of Attorney*. Each Member (other than the Sponsor Members) constitutes and appoints the Drag-Along Seller (if any and solely for purposes of Section 9.03) and the Board (solely for purposes of Section 14.16), as applicable, and their respective designees, with full power of substitution, as such Member's true and lawful attorney in fact ("**Attorney-in-Fact**"), with full power and authority in such Member's name, place and stead, to (A) act as its proxy in respect of any vote or

approval of Members required to give effect to Section 9.03 and/or Section 14.16, as applicable, if and only if such Member (a) fails to vote (whether by proxy, in person or by written resolution) (it being understood that failing to execute a written resolution within ten (10) days of being requested shall constitute a failure to vote; *provided*, if such Member fails to execute such written resolution within such 10-day period, then at least one (1) Business Day prior to exercising such power, written notice of such failure shall be delivered by the Company to such Member), or (b) attempts to vote (whether by proxy, in person or by written resolution) in a manner which is inconsistent with Section 9.03 or Section 14.16, as applicable, and/or (B) execute and deliver such usual and customary agreements, instruments and documents requested by the Drag-Along Seller in connection with a Drag-Along Sale effected in accordance with Section 9.03, or by the Board in connection with an IPO Conversion effected in accordance with Section 14.16; *provided*, *however*, that, notwithstanding the foregoing, an Attorney-in-Fact may not and shall not execute and deliver any agreements, instruments or documents on behalf of a Member in reliance on this clause (B) unless the Company has first provided written notice to the Member, together with copies of all such agreements, instruments and documents requested to be signed, and the Member has failed to respond within fifteen (15) days of receipt thereof. The foregoing limited power of attorney is irrevocable and coupled with an interest, and shall survive the death, disability, incapacity, dissolution, bankruptcy, insolvency or termination of such Member and shall extend to such Member's heirs, successors, assigns and personal representatives.

Section 14.15. *Specific Performance*. The parties hereto agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with its specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity, and shall not be required to post a bond or other collateral in connection therewith (including, for the avoidance of doubt, specific performance to (x) enforce the provisions of Section 3.01(f), (x) prevent the Company taking any action in violation of Section 5.10 or (z) prevent a Sale of the Company that fails to satisfy the requirements set forth in Section 9.03). In the event of any litigation regarding or arising from this Agreement, the prevailing party (as determined by a court of competent jurisdiction in a final, non-appealable order) shall be entitled to recover its reasonable expenses, reasonable outside counsel legal fees and reasonable costs incurred therein, including any appeals therefrom.

Section 14.16. *IPO*. Each Member acknowledges and agrees that the Board shall have the right to determine whether, and the terms on which, the Company or any successor to the business of the Company shall pursue and consummate an IPO; *provided*, that such determination shall be subject to the consent of each Sponsor Member that has an Undiluted Ownership Percentage of at least nineteen percent (19%). In connection with any proposed IPO in accordance with this Section 14.16, without the need for any action or consent of any other Person, the Company, at the direction of the Board, may develop and cause the implementation of an IPO Conversion. In connection therewith, the Members may take any and all actions reasonably necessary or advisable to create and implement the IPO of a PublicCo, including (a) amending this Agreement,

including amendments that alter the capital structure of the Company or provide for the conversion of the Company in accordance with Delaware law or other applicable law to a corporation or such other entity, whether through the issuance, conversion or exchange of equity securities or otherwise, (b) merging, converting or consolidating the Company, (c) forming a Subsidiary holding company that would serve as PublicCo and distributing its shares to the Members, (d) transferring, domesticating or otherwise moving the Company to another jurisdiction, (e) exchanging Units for shares of PublicCo, *provided* that each Member shall receive shares in PublicCo having equivalent economic rights, priority, governance rights and privileges as in effect immediately prior to such conversion, and (f) taking such other steps as it deems necessary or advisable to create a suitable vehicle for an offering, and in each case solely for the express purpose of an initial offering of the securities of such PublicCo for sale to the public in the IPO (any such action, an "**IPO Conversion**"). Without limiting the foregoing, in connection with an IPO Conversion, the Members holding more than fifty percent (50%) of the Undiluted Ownership Percentage, shall be permitted to cause the Company to merge, with the surviving entity to be determined by the Board. The Board, the Company and any Subsidiaries of the Company shall cooperate with such reasonable requests of such Members in connection with an IPO and shall execute and deliver such instruments and take such other action, including executing any agreement or document as may be reasonably required by such Members in order to carry out the terms and provisions of this Section 14.16.

Section 14.17. *Registration Rights*. In connection with an IPO, PublicCo and the Members shall enter into a registration rights agreement with the material terms and conditions set forth on Exhibit B hereto and such other reasonable customary terms agreed to by Members holding at least a majority of the equity interests of PublicCo that would be issuable to (or held by) the Members in the IPO.

Section 14.18. *No Impairment*. Notwithstanding anything herein to the contrary, nothing contained in this Agreement or any other agreement related to any Member's investment in the Company shall affect, limit or impair the rights and remedies of any Member or any of its Related Persons that is a lender to the Company or any of its Subsidiaries. Without limiting the generality of the foregoing, any such Person, in exercising its rights as a lender to the Company or any of its Subsidiaries will have no duty to consider its status as a direct or indirect equityholder of the Company and will owe no duty to any other direct or indirect equityholder of the Company.

Section 14.19. *Expenses*. Unless otherwise provided herein, the Company shall bear all of the expenses incurred by the Company in connection with the preparation, execution and performance of this Agreement and, the transactions contemplated hereby, including all fees and expenses of agents, counsel and accountants. Except as otherwise expressly set forth in this Agreement or the Chapter 11 Plan, as of the Effective Date, the Company has not entered into, and after the Effective Date, the Company shall not enter into, any agreement, arrangement or understanding with any Member that provides for any expense reimbursement.

Section 14.20. *Aggregation*. To the extent any action, consent or right under this Agreement requires a threshold level of ownership of Equity Securities (including, for the avoidance of doubt, Undiluted Ownership Percentage) by a given Member, the ownership of Equity Securities by such Member and its Entity Related Persons shall be aggregated for the purposes of satisfying such threshold. For purposes of this Agreement, references to "holds," "held" or "holding" with respect to a specified percentage threshold of Equity Securities and a given Person means that such Person has "beneficial ownership" (as defined in Rule 13d-3 under the Exchange Act) of such Equity Securities; *provided* that no Person shall be deemed to have beneficial ownership of Units, 2032 Convertible Notes or other Equity Securities held of record by any other Person solely as a result of (i) the fact that such Persons are party to this Agreement or (ii) the exercise of the Drag-Along right pursuant to Section 9.03 or entry into the relevant purchase agreement. Notwithstanding the foregoing, in no event shall two or more Members, acting separately and not on an aggregated basis, be entitled to claim beneficial ownership of the same Units, 2032 Convertible Notes or other Equity Securities for purposes of exercising any rights hereunder, and the Company shall be permitted to disregard any such claims in its reasonable good faith judgment. In determining the ownership of Units, 2032 Convertible Notes or other Equity Securities for any purposes hereunder, the Company shall be entitled to conclusively rely in good faith on (a) the then most current ownership information provided to it by the registrar or transfer agent for the Units, 2032 Convertible Notes or other Equity Securities (including information provided by any depository, including the Depository Trust & Clearing Corporation) or (b) if there is no such registrar or transfer agent, the most current ownership information then in its possession, and, in each case, any such determination made by the Company in reliance thereon shall be deemed final and binding on all parties hereto; *provided* that, with respect to any Sponsor Member, if the determination made by the Company is inconsistent with the records held by such Sponsor Member, such Sponsor Member shall have the opportunity to provide evidence of such discrepancy to the Company, which the Company shall consider in good faith and revise its determination accordingly if applicable.

Section 14.21. *Independent Agreement by the Members*. The parties to this Agreement acknowledge that this Agreement does not constitute an agreement, arrangement, or understanding with respect to acting together for the purpose of acquiring, holding, voting, or disposing of any Common Units and the Members do not constitute a "group" within the meaning of Rule 13d-5 under the Exchange Act. Nothing contained in this Agreement and no action taken by any Member pursuant to this Agreement shall be deemed to constitute or to create a presumption by any parties that the Members are in any way acting in concert or as a "group" (or a joint venture, partnership or association), and each of the Company and the Members agree to not assert any such claim with respect to such obligations or the transactions contemplated by this Agreement.

* * * * *

**IN WITNESS WHEREOF**, the undersigned have executed or caused to be executed on their behalf this Agreement as of the date first written above.

**COMPANY**:

[NEWCO] LLC

By: _____
Name:
Title:

**MEMBERS:**

[ENTITY NAME]

By: _____
Name:
Title:

ADDRESS FOR NOTICES

_____

_____

_____

Email Address: _____

# EXHIBIT A

## Schedule of Members

| Member | Capital Contribution | Common Units | 2032 Convertible Notes (principal amount) |
|---|---|---|---|
| [PIMCO] | $[●] | [●] | $[●] |
| [SP] | $[●] | [●] | $[●] |
| [Golden Gate] | $[●] | [●] | $[●] |
| [JPM] | $[●] | [●] | $[●] |
| [BlackRock] | $[●] | [●] | $[●] |
| [***Others to come***] | $[●] | [●] | $[●] |

# EXHIBIT B

## Registration Rights Agreement Term Sheet

| | |
|---|---|
| **Demand Rights:** | After any IPO, (i) each Member that has an Undiluted Ownership Percentage of at least nineteen percent (19%) will have up to three demand registrations on Form S-1 or Form S-3, and (ii), if not subject to the foregoing clause (i), each other Sponsor Member will each have one demand registrations on Form S-1 or Form S-3 for so long as such Member's Undiluted Ownership Percentage is at least five percent (5%)); *provided* each demand registration must be for total proceeds of at least $50 million, at least 4% of outstanding equity or at least 25% of such demand Member's equity; *provided, further,* that the PublicCo shall not be required to effect more than two underwritten demand registrations in any one 180-day period; total net proceeds of any demand registration offering must be in excess of a customary amount to be proposed by the Board. |
| **Piggyback Rights:** | Each of the shareholders that holds registrable securities will be entitled to piggyback registration rights on all public offerings of shares (whether for PublicCo's account or another shareholder's account). |
| **Fees and Expenses:** | PublicCo will pay all fees and expenses related to any registered offering, except underwriting discounts, commissions or fees attributable to shares sold by shareholders in such offering, including the fees and expenses of one counsel for the registering shareholders (which counsel will mutually be selected by each participating Members making the demand; *provided*, *however*, that if such registered offering is pursuant to a demand, counsel shall be mutually selected by the participating Members making the demand, as applicable). |
| **Selection of Underwriters:** | In any primary offering by PublicCo the underwriters will be chosen by the Board and in any secondary offering in which there is no primary offering by PublicCo, the underwriters will be chosen by the selling shareholders of a majority of the shares to be registered. |
| **Underwriter Cutbacks:** | In an offering for the account of PublicCo, the shareholders' shares will be subject to *pro rata* cutback prior to any shares of PublicCo; in a demand registration, the PublicCo's shares will be cut back first and then shareholders' shares will be cut back *pro rata* with a customary catch-up mechanism for any shareholders |

| | |
|---|---|
| | who have sold relatively more in prior offerings relative to other participating shareholders. |
| **Market Standoff:** | The shareholders will agree to be bound by customary underwriter lock-up agreements prohibiting sales of shares of PublicCo as approved by the Board in connection with an IPO. In any offering following an IPO, the shareholders selling shares of PublicCo in such offering will agree to be bound by customary underwriter lock-up agreements prohibiting sales of shares of PublicCo as approved by the Board. |
| **Indemnification:** | PublicCo will indemnify selling shareholders for damages arising out of material misstatements or omissions relating to the registration statement, except to the extent such misstatements or omissions were made based upon information furnished by or on behalf of any relevant selling shareholder to PublicCo for use in the registration statement.<br><br>Each selling shareholder will indemnify PublicCo for damages arising out of material misstatements or omissions relating to the registration statement to the same extent as the indemnity from PublicCo to such relevant selling shareholder, but only (i) with respect to information furnished by or on behalf of such selling shareholder to PublicCo for use in the registration statement(which shall be limited to information related to the beneficial ownership of the shares of such selling shareholder and the name, address and other information with respect to such shareholder included in the selling shareholder section of the registration statement) and (ii) up to the amount of the net proceeds received by such selling shareholder in such offering. |
| **Termination of Rights:** | Registration rights expire as to any shares when: (i) such shares are sold under an effective registration statement, (ii) such shares are sold under Rule 144, (iii) such shares have been otherwise transferred, an unlegended certificate for the shares has been issued and such shares can thereafter be sold without registration or (iv) with respect to shares held by a shareholder, when such shareholder beneficially owns less than two percent (2%) of the total registrable securities outstanding at such time and all such shares are eligible to be sold under Rule 144 in any 90-day period thereunder (without being restricted by any volume or manner of sale limitation). |
| **Opt-Out:** | After any IPO, shareholders shall have the right to opt-out of the registration rights agreement and to elect not to receive any notices required to be delivered to shareholders thereunder. |

# EXHIBIT C

## Company Competitors[17]

1. [●]
2. [●]
3. [●]
4. [●]
5. [●]

[17] Management to provide.

# EXHIBIT D

## Form of Joinder[18]

[18] To be included.

# EXHIBIT E

## Form of Transfer Notice[19]

[19] To be included.