Exhibit 10.1  
 Execution Version  
 AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT  
 This Amended and Restated Registration Rights Agreement (this “Agreement”), dated as of July 8, 2024, is made and entered into by and among Stardust Power Inc., a Delaware corporation (formerly known as Global Partner Acquisition Corp II, the “Company”), Xxxxxx Xxxxxx (the “Shareholder Representative”), Global Partner Sponsor II LLC, a Delaware limited liability company (the “Sponsor”), and the undersigned parties listed under “Holder” on the signature page hereto (each such party, together with the Shareholder Representative, any Person controlled by the Shareholder Representative, the Sponsor and any person or entity who hereafter becomes a party to this Agreement pursuant to Section 5.2 of this Agreement, a “Holder” and collectively the “Holders”). Except as otherwise stated, capitalized terms used but not otherwise defined herein shall have the meanings provided in the Business Combination Agreement (as defined below).  
 RECITALS  
 WHEREAS, on January 11, 2021, the Company and the Sponsor entered into that certain Registration and Shareholder Rights Agreement (the “Existing Registration Rights Agreement”), pursuant to which the Company granted the Sponsor certain registration rights with respect to certain securities of the Company;  
 WHEREAS, on November 21, 2023, the Company, Stardust Power Inc., a Delaware corporation (“Stardust Power”), Strike Merger Sub I, Inc. and Strike Merger Sub II, LLC entered into that certain Business Combination Agreement, dated as of November 21, 2023 (as amended, supplemented or otherwise modified from time to time, the “Business Combination Agreement”), pursuant to which the parties to the Business Combination Agreement undertake the transactions described therein (the “Business Combination”);  
 WHEREAS, as of the date hereof as a result of the closing of the Business Combination, the Holders own shares of the Company’s common stock, par value $0.0001 per share (the “Common Stock”), and the Sponsor owns warrants to purchase shares of Common Stock (the “Private Placement Warrants”);  
 WHEREAS, the Company and the Sponsor desire to amend and restate the Existing Registration Rights Agreement.  
 NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:  
 ARTICLE I  
DEFINITIONS  
 1.1 Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the respective meanings set forth below:  
 “Adverse Disclosure” means any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Chief Executive Officer or the Chief Financial Officer of the Company, after consultation with counsel to the Company, (i) would be required to be made in any Registration Statement or Prospectus in order for the applicable Registration Statement or Prospectus not to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein (in the case of any prospectus and any preliminary prospectus, in the light of the circumstances under which they were made) not misleading, (ii) would not be required to be made at such time if the Registration Statement were not being filed, declared effective or used, as the case may be, and (iii) the Company has a bona fide business purpose for not making such information public.  
 “Affiliate” means as to any Person, other than an individual Holder, any other Person who directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. As used in this definition, the term “control,” including the correlative terms “controlling,” “controlled by” and “under common control with,” means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or any partnership or other ownership interest, by contract or otherwise) of a Person. For the avoidance of doubt, for purposes of this Agreement, the Company, on the one hand, and the Holders, on the other hand, shall not be considered Affiliates.  
 “Agreement” has the meaning given in the Preamble hereto.  
 “Block Trade” has the meaning given in Section 2.3.1.  
 “Board” means the board of directors of the Company.  
 “Business Combination” has the meaning given in the Recitals hereto.  
 “Business Combination Agreement” has the meaning given in the Recitals hereto.  
 “Commission” means the Securities and Exchange Commission.  
 “Common Stock” has the meaning given in the Recitals hereto.  
 “Company” has the meaning given in the Preamble hereto and includes the Company’s successors by recapitalization, merger, consolidation, spin-off, reorganization or similar transaction.  
 “Demanding Holder” has the meaning given in Section 2.1.4.  
 “Effectiveness Period” has the meaning given in Section 3.1.1.  
 “Eligible Piggybacking Holder” means any of the following Holders: (1) a Priority Holder; (2) a Requesting Holder proposing to include Registrable Securities to be sold in an Underwritten Shelf Takedown representing total gross offering proceeds reasonably expected to exceed, in the aggregate, three million dollars ($3,000,000); (3) a director or executive officer of the Company, or an Affiliate thereof; (4) a Holder for which their Registrable Securities have not been covered on a Registration Statement for a Shelf Registration pursuant to Section 2.1.1 of this Agreement; and (5) a Holder to which the Market Stand-off provision in Section 2.5 of this Agreement applies, and/or that is otherwise required to sign a lock-up agreement in favor of the Underwriters in connection with any Underwritten Offering.  
 “Exchange Act” means the Securities Exchange Act of 1934, as it may be amended from time to time.  
 “Existing Registration Rights Agreement” has the meaning given in the Recitals hereto.  
 “Holder Indemnified Persons” has the meaning given in Section 4.1.  
 “Holder Information” has the meaning given in Section 4.2.  
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 “Holders” has the meaning given in the Preamble hereto, for so long as such Person holds any Registrable Securities.  
 “In-Kind Distribution” has the meaning given in Section 5.12.  
 “Lock-up Agreement” means that certain the Lock-up Agreement, dated as of the date hereof, by and among the Company and certain Holders.  
 “Lock-up Period” means, with respect to each Holder, the period of time such Xxxxxx’s Registrable Securities are subject to the restrictions on transfers set forth in the Lock-up Agreement.  
 “Maximum Number of Securities” has the meaning given in Section 2.1.5.  
 “Minimum Takedown Threshold” has the meaning given in Section 2.1.4.  
 “Misstatement” means an untrue statement of a material fact or an omission to state a material fact required to be stated in a Registration Statement or Prospectus or necessary to make the statements in a Registration Statement or Prospectus (in the case of a Prospectus, in the light of the circumstances under which they were made) not misleading.  
 “New Registration Statement” has the meaning given in Section 2.1.1.  
 “Other Coordinated Offering” has the meaning given in Section 2.3.1.  
 “Permitted Transferees” means any person or entity to whom a Holder of Registrable Securities is permitted to transfer such Registrable Securities prior to the expiration of the Lock-up Period under the Lock-up Agreement and any other applicable agreement between such Holder and the Company, and to any transferee thereafter, each of whom has signed a joinder to this Agreement.  
 “Person” means an individual, a corporation, a partnership, limited liability entity, an association, a trust or any other entity or organization, including a government, a political subdivision or an agency or instrumentality thereof.  
 “Piggyback Registration” has the meaning given in Section 2.2.1.  
 “Priority Holder” means the Sponsor, the Shareholder Representative and their respective Permitted Transferees.  
 “Private Placement Warrants” has the meaning given in the Recitals hereto.  
 “Pro Rata” has the meaning given in Section 2.1.5.  
 “Prospectus” means the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.  
 “Registrable Security” means (a) any Private Placement Warrants (including any shares of Common Stock issued or issuable upon the exercise, tender or redemption of any such Private Placement Warrants) held by a Holder from time to time, (b) any shares of Common Stock or any other equity security (including the shares of Common Stock issued or issuable upon the exercise or settlement of any other security or equity award) of the Company held by a Holder from time to time and (c) any other equity security of the Company issued or issuable with respect to any Registrable Security by way of a stock dividend or stock split or in connection with a recapitalization, merger, consolidation, spin-off, reorganization or similar transaction held by a Holder from time to time; provided, however, that, as to any particular Registrable Securities, such securities shall cease to be Registrable Securities upon the earliest to occur of: (A) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement by the applicable Holder; (B) such securities shall have ceased to be outstanding; or (C) such securities have been (x) repurchased by the Company or a subsidiary of the Company, (y) sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction, including pursuant to Rule 144, or (z) otherwise transferred to a Person who is not entitled to the registration and other rights hereunder, with new certificates not bearing a legend restricting further transfer, and subsequent public distribution of such securities shall not require registration under the Securities Act.  
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 “Registration” means a registration, including any related Underwritten Shelf Takedown, effected by preparing and filing a Registration Statement, Prospectus or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such Registration Statement becoming effective.  
 “Registration Expenses” means the out-of-pocket expenses of a Registration, including, without limitation, the following:  
 (A) all registration and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc. and any national securities exchange on which the Common Stock or Private Placement Warrants are then listed);  
 (B) fees and expenses of compliance with securities or blue sky laws (including fees and disbursements of outside counsel for the Underwriters in connection with blue sky qualifications of Registrable Securities);  
 (C) printing, messenger, telephone and delivery expenses;  
 (D) fees and disbursements of counsel for the Company;  
 (E) fees and disbursements of all independent registered public accountants of the Company incurred specifically in connection with such Registration (including the expenses or costs associated with any annual, quarterly or special audit required and the delivery of any opinions or comfort letters expenses of any annual audit or quarterly review);  
 (F) reasonable fees and expenses of one (1) legal counsel selected jointly by the majority-in-interest of Registrable Securities held by the Demanding Holders initiating an Underwritten Offering, the Requesting Holders participating in an Underwritten Offering and the Holders participating in a Piggyback Registration, as applicable;  
 (G) all expenses related to any “road show”; and  
 (H) the expense of any Securities Act liability insurance or similar insurance.  
 “Registration Statement” means any registration statement under the Securities Act that covers the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.  
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 “Requesting Holders” has the meaning given in Section 2.1.4.  
 “SEC Guidance” has the meaning given in Section 2.1.1.  
 “Securities Act” means the Securities Act of 1933, as amended from time to time.  
 “Shareholder Representative” has the meaning given in the Preamble hereto.  
 “Shelf” means a Shelf Registration on Form S-1, a Shelf Registration on Form S-3 or any Subsequent Shelf Registration, as the case may be.  
 “Shelf Registration” means a Registration of Registrable Securities pursuant to a Registration Statement filed with the Commission in accordance with and pursuant to Rule 415 promulgated under the Securities Act (or any successor rule then in effect).  
 “Shelf Takedown Request” has the meaning given in Section 2.1.4.  
 “Sponsor” has the meaning given in the Preamble hereto.  
 “Subsequent Shelf Registration” has the meaning given in Section 2.1.2.  
 “Suspension Period” has the meaning given in Section 2.4.  
 “Transfer” means the (a) sale of, offer to sell, contract or agreement to sell, hypothecate, pledge, grant of any option to purchase or otherwise dispose of or agreement to dispose of, directly or indirectly, or establishment or increase of a put equivalent position or liquidation with respect to or decrease of a call equivalent position within the meaning of Section 16 of the Exchange Act with respect to, any security, (b) entry into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (c) public announcement of any intention to effect any transaction specified in clause (a) or (b).  
 “Underwriter” means a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering or as broker, placement agent or sales agent pursuant to a Registration and not as part of such dealer’s market-making activities.  
 “Underwritten Offering” means a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public, including by way of a Block Trade.  
 “Underwritten Shelf Takedown” shall have the meaning given in Section 2.1.4.  
 “Withdrawal Notice” has the meaning given in Section 2.1.6.  
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 ARTICLE II  
REGISTRATIONS AND OFFERINGS  
 2.1 Registration.  
 2.1.1 Shelf Registration. The Company shall, as promptly as reasonably practicable, but in no event later than forty-five (45) calendar days from the date of this Agreement, use its commercially reasonable efforts to file (at the Company’s sole cost and expense) a Registration Statement for a Shelf Registration covering the resale of all Registrable Securities (determined as of two (2) business days prior to such filing) on a delayed or continuous basis, and shall use its commercially reasonable efforts to cause such Registration Statement to become effective under the Securities Act as soon as reasonably practicable after the filing thereof, but no later than the earlier of (i) ninety (90) calendar days (or one-hundred twenty (120) calendar days if the SEC notifies the Company that it will “review” the Registration Statement) after the filing thereof and (ii) ten (10) business days after the Company is notified (orally or in writing, whichever is earlier) by the SEC that the Registration Statement will not be “reviewed” or will not be subject to further review. Such Shelf Registration shall provide for the resale of the Registrable Securities included therein pursuant to any method or combination of methods legally available to, and requested by, any Holder named therein. The Company shall maintain the Shelf in accordance with the terms hereof, and shall prepare and file with the Commission such amendments, including post-effective amendments, and supplements as may be necessary to keep such Shelf continuously effective, available for use and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. Subject to the limitations contained in this Agreement, the Company shall effect any Shelf Registration on such appropriate registration form of the Commission (a) as shall be selected by the Company and (b) as shall permit the resale or other disposition of the Registrable Securities by the Holders. In the event the Company files a Shelf Registration on Form S-1, the Company shall use its commercially reasonable efforts to convert the Shelf Registration on Form S-1 (and any Subsequent Shelf Registration) to a Shelf Registration on Form S-3 as soon as practicable after the Company is eligible to use Form S-3. Notwithstanding the obligations set forth in this Section 2.1.1, in the event the Commission informs the Company that all of the Registrable Securities cannot, as a result of the application of Rule 415, be registered for resale as a secondary offering on a single Registration Statement, the Company agrees to promptly (x) inform each of the Holders thereof and use its commercially reasonable efforts to file amendments to the Shelf as required by the Commission and/or (y) withdraw the Shelf and file a new registration statement (a “New Registration Statement”) on Form S-3, or if Form S-3 is not then available to the Company for such registration statement, on such other form available to register for resale the Registrable Securities as a secondary offering; provided, however, that prior to filing such amendment or New Registration Statement, the Company shall use its commercially reasonable efforts to advocate with the Commission for the registration of all of the Registrable Securities in accordance with any publicly-available written or oral guidance, comments, requirements or requests of the Commission staff (the “SEC Guidance”). Notwithstanding any other provision of this Agreement, if any SEC Guidance sets forth a limitation on the number of Registrable Securities permitted to be registered on a particular Registration Statement as a secondary offering (and notwithstanding that the Company used diligent efforts to advocate with the Commission for the registration of all or a greater number of Registrable Securities), unless otherwise directed in writing by a Holder as to further limit its Registrable Securities to be included on the Registration Statement, the number of Registrable Securities to be registered on such Registration Statement will be reduced on a Pro Rata basis based on the total number of Registrable Securities held by the Holders, subject to a determination by the Commission that certain Holders must be reduced first based on the number of Registrable Securities held by such Holders. In the event the Company amends the Shelf or files a New Registration Statement, as the case may be, under clauses (x) or (y) above, the Company will use its commercially reasonable efforts to file with the Commission, as promptly as allowed by Commission or SEC Guidance provided to the Company or to registrants of securities in general, one or more Registration Statements on Form S-3 or such other form available to register for resale those Registrable Securities that were not registered for resale on the Shelf, as amended, or the New Registration Statement.  
 2.1.2 Subsequent Shelf Registration. If any Shelf ceases to be effective under the Securities Act for any reason at any time while Registrable Securities are still outstanding, the Company shall, subject to Section 3.4, use its commercially reasonable efforts to as promptly as is reasonably practicable cause such Shelf to again become effective under the Securities Act (including using its commercially reasonable efforts to obtain the prompt withdrawal of any order suspending the effectiveness of such Shelf), and shall use its commercially reasonable efforts to as promptly as is reasonably practicable amend such Shelf in a manner reasonably expected to result in the withdrawal of any order suspending the effectiveness of such Shelf or file an additional Registration Statement as a Shelf Registration (a “Subsequent Shelf Registration”) registering the resale of all Registrable Securities from time to time (determined as of two (2) business days prior to such filing), and pursuant to any method or combination of methods legally available to, and requested by, any Holder named therein. If a Subsequent Shelf Registration is filed, the Company shall use its commercially reasonable efforts to (i) cause such Subsequent Shelf Registration to become effective under the Securities Act as promptly as is reasonably practicable after the filing thereof (it being agreed that the Subsequent Shelf Registration shall be an automatic shelf registration statement (as defined in Rule 405 promulgated under the Securities Act) if the Company is a “well-known seasoned issuer” (as defined in Rule 405 promulgated under the Securities Act) at the most recent applicable eligibility determination date) and (ii) keep such Subsequent Shelf Registration continuously effective, available for use to permit the Holders named therein to sell their Registrable Securities included therein and in compliance with the provisions of the Securities Act until such time as there are no longer any Registrable Securities. Any such Subsequent Shelf Registration shall be a Shelf Registration on Form S-3 to the extent that the Company is eligible to use such form. Otherwise, such Subsequent Shelf Registration shall be on another appropriate form. The Company’s obligation under this Section 2.1.2, shall, for the avoidance of doubt, be subject to Section 3.4.  
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 2.1.3 Additional Registrable Securities. In the event that any Holder holds Registrable Securities that are not registered for resale on a delayed or continuous basis, the Company, upon written request by such Holder, shall use its commercially reasonable efforts to promptly cause the resale of such Registrable Securities to be covered, at the Company’s option, by any then available Registration Statement (including by means of a prospectus supplement or post-effective amendment) or by filing a Subsequent Shelf Registration (and cause the same to become effective as soon as practicable after such filing) and such Registration Statement or Subsequent Shelf Registration shall be subject to the terms hereof; provided, however, that the Company shall only be required to cause such Registrable Securities to be so covered twice per calendar year for the Holders.  
 2.1.4 Requests for Underwritten Shelf Takedowns. At any time and from time to time when an effective Shelf is on file with the Commission, subject to the provisions of Section 2.1.5, Section 2.4 and Section 3.4, a Priority Holder or a group of Priority Holders (such Priority Holder or group of Priority Holders being in such case, a “Demanding Holder”) may make a written request (a “Shelf Takedown Request”) to sell all or any portion of its, his or their Registrable Securities in an Underwritten Offering that is registered pursuant to a Shelf in accordance with Section 2.1.1 (each, an “Underwritten Shelf Takedown”); provided, that the Company shall only be obligated to effect an Underwritten Shelf Takedown if such offering shall include Registrable Securities proposed to be sold by the Demanding Holder representing total gross offering proceeds reasonably expected to exceed, in the aggregate (and taking into account all Registrable Securities of other Persons that will be included in such Underwritten Shelf Takedown), twenty-five million dollars ($25,000,000) (the “Minimum Takedown Threshold”). All requests for Underwritten Shelf Takedowns shall be made by giving written notice to the Company at least ten (10) business days prior to the public announcement of such Underwritten Shelf Takedown, which shall specify the approximate number of Registrable Securities proposed to be sold in the Underwritten Shelf Takedown. The Company shall, within two (2) business days of receiving a Shelf Takedown Request, notify, in writing, all other Holders of such Shelf Takedown Request, and each Holder who thereafter requests to include all or a portion of such Holder’s Registrable Securities in such Underwritten Shelf Takedown (the “Requesting Holders”) shall so notify the Company, in writing, within two (2) business days (one (1) business day if such offering is an overnight or bought Underwritten Offering) of receiving such notice. Upon receipt by the Company of any such written notification from a Requesting Holder(s), and only if such Requesting Holder(s) is an Eligible Piggybacking Holder, such Requesting Holder(s) shall be entitled to have their Registrable Securities included in such Underwritten Shelf Takedown pursuant to such Shelf Takedown Request. In such event, the right of any Holder or Requesting Holder to sell Registrable Securities pursuant to this Section 2.1.4 shall be conditioned upon such Xxxxxx’s or Requesting Xxxxxx’s participation in such underwriting and the inclusion of such Holder’s or Requesting Holder’s Registrable Securities in the underwriting to the extent provided herein. All such Holders or Requesting Holders proposing to distribute their Registrable Securities through such Underwritten Offering under this Section 2.1.4 shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Shelf Takedown by the Demanding Holders initiating such Underwritten Shelf Takedown. Notwithstanding the foregoing, the Company is not obligated to effect more than three (3) Underwritten Shelf Takedowns initiated by the Sponsor pursuant to this Section 2.1.4 and is not obligated to effect an Underwritten Shelf Takedown pursuant to this Section 2.1.4 within ninety (90) calendar days after the closing of an Underwritten Offering, Block Trade or Other Coordinated Offering. The Demanding Holder or Requesting Holder with the greatest number of Registrable Securities in an Underwritten Shelf Takedown shall have the right to select any managing underwriter(s) (which shall consist of one or more reputable nationally recognized investment banks) in connection with such Underwritten Shelf Takedown; provided, that such selection shall be subject to the consent of the Company, which consent shall not be unreasonably withheld and the Company shall have no responsibility for engaging any underwriter(s) for an Underwritten Shelf Takedown. Notwithstanding anything to the contrary herein, in no event shall any Holder request an Underwritten Shelf Takedown during their respective Lock-up Period. For the avoidance of doubt, the provisions of this Section 2.1.4 shall not apply to a Piggyback Registration conducted in accordance with Section 2.2.1 or Block Trades or Other Coordinated Offerings conducted in accordance with Section 2.3. Notwithstanding anything to the contrary in this Agreement, only the Sponsor, the Shareholder Representative and their respective Permitted Transferees shall have the right to make a Shelf Takedown Request and effect an Underwritten Offering.  
 2.1.5 Reduction of Underwritten Offering. If the managing Underwriter or Underwriters in an Underwritten Shelf Takedown, in good faith, advises or advise the Company, the Demanding Holders and the Requesting Holders (if any) in writing that the dollar amount or number of Registrable Securities that the Demanding Holders and the Requesting Holders (if any) desire to sell, taken together with all other shares of Common Stock or other equity securities that the Company desires to sell and all other shares of Common Stock or other equity securities, if any, which have been requested to be sold in such Underwritten Offering pursuant to separate written contractual piggy-back registration rights held by any other stockholders, exceeds the maximum dollar amount or maximum number of equity securities of the Company that can be sold in the Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of such securities, as applicable, the “Maximum Number of Securities”), then the Company shall include in such Underwritten Offering, as follows: (i) first, the Registrable Securities of the Priority Holders (pro rata based on the respective number of Registrable Securities that each Priority Holder has requested be included in such Underwritten Shelf Takedown and the aggregate number of Registrable Securities that all such Priority Holders have requested be included in such Underwritten Shelf Takedown (such proportion is referred to herein as “Pro Rata”)) that can be sold without exceeding the Maximum Number of Securities; (ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), the Registrable Securities of the Requesting Holders that are not Priority Holders, Pro Rata, that can be sold without exceeding the Maximum Number of Securities, (iii) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), the shares of Common Stock or other equity securities of the Company that the Company desires to sell and that can be sold without exceeding the Maximum Number of Securities; and (iv) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i), (ii) and (iii), the shares of Common Stock or other equity securities of the Company held by other persons or entities that the Company is obligated to register in a Registration pursuant to separate written contractual arrangements with such persons or entities and that can be sold without exceeding the Maximum Number of Securities.  
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 2.1.6 Underwritten Offering Withdrawal. Prior to the filing of the applicable “red xxxxxxx” prospectus or prospectus supplement used for marketing such Underwritten Shelf Takedown, a majority-in-interest of the Demanding Holders that initiated such Underwritten Shelf Takedown shall have the right to withdraw from such Underwritten Shelf Takedown for any or no reason whatsoever upon written notification (a “Withdrawal Notice”) to the Company and the Underwriter or Underwriters (if any) of their intention to withdraw from such Underwritten Shelf Takedown; provided that the other Holders participating in such Underwritten Shelf Takedown may elect to have the Company continue an Underwritten Shelf Takedown if the Minimum Takedown Threshold would still be satisfied by the Registrable Securities proposed to be sold in the Underwritten Shelf Takedown by such Holders; provided, further, that prior to the “pricing” of any offering relating to an Underwritten Shelf Takedown, Sponsor shall have the right to withdraw from such Underwritten Shelf Takedown for any or no reason whatsoever upon delivering a Withdrawal Notice as set forth above. If withdrawn, a demand for an Underwritten Offering shall constitute a demand for an Underwritten Offering by the withdrawing Demanding Holder for purposes of Section 2.1.5, unless either (i) such Demanding Holder has not previously withdrawn any Underwritten Offering or (ii) such Demanding Holder reimburses the Company for all Registration Expenses with respect to such Underwritten Offering (or, if there is more than one Demanding Holder, a Pro Rata portion of such Registration Expenses based on the respective number of Registrable Securities that each Demanding Holder has requested be included in such Underwritten Offering); provided that, if a Holder elects to continue an Underwritten Offering pursuant to the proviso in the immediately preceding sentence, such Underwritten Offering shall instead count as an Underwritten Offering demanded by such Holder for purposes of Section 2.1.5. Following the receipt of any Withdrawal Notice, the Company shall promptly forward such Withdrawal Notice to any other Holders that had elected to participate in such Underwritten Shelf Takedown. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with an Underwritten Shelf Takedown prior to its withdrawal under this Section 2.1.6, other than if a Demanding Holder elects to pay such Registration Expenses pursuant to clause (ii) of the second sentence of this Section 2.1.6.  
 2.2 Piggyback Registration.  
 2.2.1 Piggyback Rights. Subject to the provisions of Section 2.2.2, Section 2.3.3 and Section 2.4, if the Company proposes, for its own account or for the account of securityholders of the Company that are not Holders, to conduct a registered offering of, or if the Company proposes to file a Registration Statement that may be used for any registration of its securities (other than a Registration Statement (or any registered offering with respect thereto) (i) filed in connection with any employee stock option or other benefit plan, (ii) pursuant to a Registration Statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), (iii) for an offering of non-convertible debt securities of the Company or (iv) for a dividend reinvestment plan), for its own account or for the account of stockholders of the Company (but not including an Underwritten Shelf Takedown pursuant to Section 2.1 or a Block Trade or Other Coordinated Offering pursuant to Section 2.3) then the Company shall give written notice of such proposed offering to all of the Holders of Registrable Securities as soon as practicable, which notice shall (A) describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, and the name of the proposed managing Underwriter or Underwriters, if any, in such offering, and (B) offer to all of the Holders of Registrable Securities the opportunity to include in such registered offering such number of Registrable Securities as such Holders may request in writing within two (2) business days (one (1) business day if such offering is an overnight or bought Underwritten Offering), in each case, after receipt of such written notice (such Registration, a “Piggyback Registration”). Subject to Section 2.2.2, the Company shall cause the Registrable Securities proposed to be included in such Piggyback Registration by an Eligible Piggybacking Holder to be included in such Piggyback Registration and, if applicable, shall use its commercially reasonable efforts to cause the managing Underwriter or Underwriters of such Piggyback Registration to permit the Registrable Securities requested by such Eligible Piggybacking Holders pursuant to this Section 2.2.1 to be included therein on the same terms and conditions as any similar securities of the Company included in such Piggyback Registration and to permit the resale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. The inclusion of any Eligible Piggybacking Holder’s Registrable Securities in a Piggyback Registration shall be subject to such Eligible Piggybacking Holder’s agreement to enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the Company. For the avoidance of doubt, the provisions set forth in this Section 2.2.1 shall not apply to an Underwritten Shelf Takedown conducted in accordance with Section 2.1.4 or Block Trades or Other Coordinated Offerings conducted in accordance with Section 2.3.  
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 2.2.2 Reduction of Piggyback Registration. If the managing Underwriter or Underwriters in an Underwritten Offering that is to be a Piggyback Registration, in good faith, advises the Company and the Eligible Piggybacking Holders participating in the Piggyback Registration in writing that the dollar amount or number of shares of Common Stock or other equity securities of the Company that the Company desires to sell, taken together with (i) the shares of Common Stock or other equity securities of the Company, if any, as to which the Underwritten Offering has been demanded pursuant to separate written contractual arrangements with Persons other than the Holders of Registrable Securities hereunder, (ii) the Registrable Securities as to which a Piggyback Registration has been requested pursuant to Section 2.2 hereof, and (iii) the shares of Common Stock or other equity securities of the Company, if any, as to which inclusion in the Underwritten Offering has been requested pursuant to separate written contractual piggy-back registration rights of other stockholders of the Company, exceeds the Maximum Number of Securities, then:  
 (a) If the Underwritten Offering is undertaken for the Company’s account, the Company shall include in any such Underwritten Offering (A) first, the shares of Common Stock or other equity securities of the Company that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Priority Holders requesting a Piggyback Registration pursuant to Section 2.2.1, Pro Rata, which can be sold without exceeding the Maximum Number of Securities; (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the Registrable Securities of Eligible Piggybacking Holders that are not Priority Holders, requesting a Piggyback Registration pursuant to Section 2.2.1, Pro Rata, which can be sold without exceeding the Maximum Number of Securities; and (D) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A), (B) and (C), the shares of Common Stock or other equity securities of the Company, if any, as to which inclusion in the Underwritten Offering has been requested pursuant to written contractual piggy-back registration rights of other stockholders of the Company, which can be sold without exceeding the Maximum Number of Securities; and  
 (b) If the Underwritten Offering is pursuant to a request by Persons other than the Holders of Registrable Securities, then the Company shall include in any such Underwritten Offering (A) first, the shares of Common Stock or other equity securities of the Company, if any, of such requesting Persons, other than the Holders of Registrable Securities, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Registrable Securities of Priority Holders requesting a Piggyback Registration pursuant to Section 2.2.1, Pro Rata, which can be sold without exceeding the Maximum Number of Securities; (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the Registrable Securities of Eligible Piggybacking Holders that are not Priority Holders, requesting a Piggyback Registration pursuant to Section 2.2.1, Pro Rata, which can be sold without exceeding the Maximum Number of Securities; (D) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A), (B) and (C), the shares of Common Stock or other equity securities of the Company that the Company desires to sell, which can be sold without exceeding the Maximum Number of Securities; and (E) fifth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A), (B), (C) and (D), the shares of Common Stock or other equity securities of the Company for the account of other Persons that the Company is obligated to register pursuant to separate written contractual arrangements with such Persons, which can be sold without exceeding the Maximum Number of Securities.  
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 2.2.3 Piggyback Registration Withdrawal. Any Eligible Piggybacking Holder shall have the right to withdraw from a Piggyback Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw from such Piggyback Registration prior to the filing of the applicable “red xxxxxxx” prospectus or prospectus supplement with respect to such Piggyback Registration used for marketing such transaction. The Company (whether on its own good faith determination or as the result of a request for withdrawal by Persons pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration (which, in no circumstance, shall include the Shelf) at any time prior to the effectiveness of such Registration Statement; provided, that Sponsor shall have the right to withdraw its request for inclusion at any time prior to executing the underwriting agreement, or if none, prior to the “pricing” of any offering relating to a Piggyback Registration. Notwithstanding anything to the contrary in this Agreement (other than Section 2.1.6), the Company shall be responsible for the Registration Expenses incurred in connection with the Piggyback Registration prior to its withdrawal under this Section 2.2.3.  
 2.2.4 Unlimited Piggyback Registration Rights. For purposes of clarity, any Piggyback Registration effected pursuant to Section 2.2 hereof shall not be counted as a demand for an Underwritten Shelf Takedown effected pursuant to a Shelf Takedown Request under Section 2.1.4 hereof.  
 2.3 Block Trades; Other Coordinated Offerings.  
 2.3.1 Notwithstanding any other provision of this Article II, but subject to Section 3.4, at any time and from time to time when an effective Shelf is on file with the Commission, if a Demanding Holder wishes to engage in (a) an Underwritten Offering not involving a “road show,” an offer commonly known as a “block trade” (a “Block Trade”) or (b) an “at the market” or similar registered offering through a broker, sales agent or distribution agent, whether as agent or principal, (an “Other Coordinated Offering”), in each case, with a total offering price reasonably expected to exceed, in the aggregate, either (x) fifteen million dollars ($15,000,000) or (y) all remaining Registrable Securities held by such Demanding Holder, then notwithstanding the time periods provided for in Section 2.2.1, if such Demanding Holder requires any assistance from the Company pursuant to this Section 2.3 such Holder only needs to notify the Company of the Block Trade or Other Coordinated Offering at least five (5) business days prior to the day such offering is to commence and the Company shall as promptly as is reasonably practicable, use its commercially reasonable efforts to facilitate such Block Trade or Other Coordinated Offering; provided that the Demanding Holders representing a majority in interest of the Registrable Securities wishing to engage in the Block Trade or Other Coordinated Offering shall use its commercially reasonable efforts to work with the Company and any Underwriters prior to making such request in order to facilitate preparation of the registration statement, prospectus and other offering documentation related to such Block Trade or Other Coordinated Offering.  
 2.3.2 Prior to the filing of the applicable “red xxxxxxx” prospectus or prospectus supplement used in connection with a Block Trade or Other Coordinated Offering, a majority in interest of the Demanding Holders that initiated such Block Trade or Other Coordinated Offering shall have the right to submit a Withdrawal Notice to the Company and the Underwriter or Underwriters (if any) of their intention to withdraw from such Block Trade or Other Coordinated Offering. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Block Trade or Other Coordinated Offering prior to its withdrawal under this Section 2.3.2.  
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 2.3.3 Notwithstanding anything to the contrary in this Agreement, Section 2.2 hereof shall not apply to a Block Trade or Other Coordinated Offering initiated by a Demanding Holder pursuant to this Agreement.  
 2.3.4 The Demanding Holder wishing to engage in a Block Trade or Other Coordinated Offering shall have the right to select the Underwriters (which shall consist of one or more reputable nationally recognized investment banks) in connection with such Block Trade or Other Coordinated Offering, provided that such selection shall be subject to the consent of the Company, which consent shall not be unreasonably withheld.  
 2.3.5 Notwithstanding the foregoing, the Company is not obligated to effect more than three (3) Block Trades or Other Coordinated Offerings demanded by the Sponsor and is not obligated to effect a Block Trade or Other Coordinated Offerings pursuant to this Section 2.3.5 within ninety (90) calendar days after the closing of an Underwritten Offering, Block Trade or Other Coordinated Offering. For the avoidance of doubt, any Block Trade or Other Coordinated Offering effected pursuant to this Section 2.3 shall not be counted as a demand for an Underwritten Offering pursuant to Section 2.1.4. Notwithstanding the foregoing, if a Demanding Holder has used the maximum amount of Block Trades and Other Coordinated Offerings such Holder is entitled to under this Section 2.3.5 at a time in which it is entitled to demand an Underwritten Offering under Section 2.1.4, such Demanding Holder shall be entitled to demand the Company effect a Block Trade or Other Coordinated Offering in accordance with Section 2.3 in lieu of an Underwritten Offering (which, for the avoidance of doubt, shall count towards the aggregate amount of Underwritten Offerings such Holder is entitled to demand pursuant to Section 2.1.4); provided that such Block Trade or Other Coordinated Offering shall not be within ninety (90) calendar days of the closing of another Block Trade, Other Coordinated Offering or Underwritten Offering.  
 2.4 Restrictions on Registration Rights. If the Holders have requested an Underwritten Offering pursuant to an Shelf Takedown Request and, in the good faith judgment of the Board, such Underwritten Offering would be seriously detrimental to the Company and the Board concludes as a result that it is essential to defer the undertaking of such Underwritten Offering at such time, then in each case the Company shall furnish to such Holders a certificate signed by the Chairman of the Board stating that in the good faith judgment of the Board it would be seriously detrimental to the Company to undertake such Underwritten Offering in the near future and that it is therefore essential to defer the undertaking of such Underwritten Offering (any such period, a “Suspension Period”). In such event, the Company shall have the right to defer such offering for a period of not more than sixty (60) business days; provided, however, that the Company shall not defer its obligations in this manner more than three (3) times in any twelve- (12-) month period.  
 2.5 Market Stand-off. In connection with any Underwritten Offering of equity securities of the Company (other than a Block Trade or Other Coordinated Offering), each Holder that directly or indirectly holds more than 5% of the outstanding Common Stock (giving effect to the exercise of any equity or equity-linked securities held by such Holder) agrees that it shall not Transfer any shares of Common Stock or other equity securities of the Company (other than those included in such offering pursuant to this Agreement), without the prior written consent of the Company, during the ninety (90-) calendar day period beginning on the date of pricing of such offering; provided that such each Holder shall only be subject to the restriction set forth in this Section 2.5 if the directors and officers of the Company are subject to a lock-up obligation to the Underwriters managing the offering and the length of such lock-up for such Holder shall be no longer than the shortest lock-up of any such directors and officers; provided, further, that if the Company or the underwriters of such Underwritten Offering waive or shorten the lock-up period for any of the Company’s officers, directors or stockholders, then (i) all Holders subject to such lock-up shall receive notice of such waiver or modification no later than two (2) business days following such waiver or modification, and (ii) such lock-up will be similarly waived or shortened for each such Holder. Each Holder, if applicable, agrees to execute a customary lock-up agreement in favor of the Underwriters to such effect (in each case on substantially the same terms and conditions as all such Holders).  
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 ARTICLE III  
COMPANY PROCEDURES  
 3.1 General Procedures. The Company shall use its commercially reasonable efforts to effect such Registration or Underwritten Offering to permit the resale or other disposition of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto the Company shall:  
 3.1.1 prepare and file with the Commission as soon as is reasonably practicable a Registration Statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such Registration Statement to become effective in accordance with Section 2.1 and remain effective until all Registrable Securities covered by such Registration Statement have ceased to be Registrable Securities (such period, the “Effectiveness Period”);  
 3.1.2 prepare and file with the Commission such amendments and post-effective amendments to the Registration Statement, and such supplements to the Prospectus, as may be reasonably requested by the Holders or any Underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form used by the Company or by the Securities Act or rules and regulations thereunder to keep the Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the plan of distribution set forth in such Registration Statement or supplement to the Prospectus or are no longer outstanding;  
 3.1.3 prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters, if any, and the Holders of Registrable Securities included in such Registration or Underwritten Offering or Block Trade, and such Holders’ legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus), and such other documents as the Underwriters and the Holders of Registrable Securities included in such Registration or Underwritten Offering or the legal counsel for any such Holders may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Holders; provided that the Company will not have any obligation to provide any document pursuant to this Section 3.1.3 that is available on the Commission’s Electronic Data Gathering, Analysis and Retrieval (“XXXXX”) System;  
 3.1.4 prior to any Underwritten Offering of Registrable Securities, use its commercially reasonable efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or “blue sky” laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may request (or provide evidence satisfactory to such Holders that the Registrable Securities are exempt from such registration or qualification) and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be necessary or advisable to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; provided, however, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;  
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 3.1.5 cause all such Registrable Securities to be listed on each national securities exchange on which similar securities issued by the Company are then listed;  
 3.1.6 provide a transfer agent or warrant agent, as applicable, and registrar for all such Registrable Securities no later than the effective date of such Registration Statement or Underwritten Offering;  
 3.1.7 advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its commercially reasonable efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued;  
 3.1.8 during the Effectiveness Period (or such shorter period of time as may be necessary in order to comply with the Securities Act, the Exchange Act, and the rules and regulations promulgated under the Securities Act or Exchange Act, as applicable), furnish a conformed copy of each filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus to each seller of such Registrable Securities or its counsel (excluding any exhibits thereto and any filing made under the Exchange Act that is to be incorporated by reference therein); provided that the Company will not have any obligation to provide any document pursuant to this Section 3.1.8 that is available on the Commission’s XXXXX System;  
 3.1.9 notify the Holders at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, and then to correct such Misstatement as set forth in Section 3.4 hereof;  
 3.1.10 in the event of an Underwritten Offering, a Block Trade or an Other Coordinated Offering, permit a representative of the Holders (such representative to be selected by a majority of the Holders), the Underwriters, if any, and any attorney or accountant retained by such Holders or Underwriter to participate, at each such Person’s own expense, in the preparation of the Registration Statement or the Prospectus, and cause the Company’s officers, directors and employees to supply all information reasonably requested by any such representative, Underwriter, attorney or accountant in connection with the Registration; provided, however, that such representatives or Underwriters agree to confidentiality arrangements in form and substance reasonably satisfactory to the Company, prior to the release or disclosure of any such information;  
 3.1.11 obtain a comfort letter from the Company’s independent registered public accountants in the event of an Underwritten Offering or Other Coordinated Offering, in customary form and covering such matters of the type customarily covered by comfort letters as the managing Underwriter may reasonably request, and reasonably satisfactory to a majority-in-interest of the participating Holders;  
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 3.1.12 in connection with an Underwritten Offering or Other Coordinated Offering, on the date the Registrable Securities are delivered for sale pursuant to such Registration, obtain an opinion, dated such date, of counsel representing the Company for the purposes of such Registration, addressed to the participating Holders, the placement agent or sales agent, if any, and the Underwriters, if any, covering such legal matters with respect to the Registration in respect of which such opinion is being given as the participating Holders, placement agent, sales agent, or Underwriter may reasonably request and as are customarily included in such opinions and negative assurance letters, and reasonably satisfactory to a majority-in-interest of the participating Holders;  
 3.1.13 in the event of any Underwritten Offering or Other Coordinated Offering, enter into and perform its obligations under an underwriting agreement or similar agreement, in usual and customary form, with the managing Underwriter of such offering;  
 3.1.14 make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company’s first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any successor rule promulgated thereafter by the Commission);  
 3.1.15 with respect to an Underwritten Shelf Takedown pursuant to Section 2.1.4 involving gross proceeds in excess of the Minimum Takedown Threshold, use its commercially reasonable efforts to make available senior executives of the Company to participate in customary “road show” presentations that may be reasonably requested by the Underwriter in such Underwritten Shelf Takedown; and  
 3.1.16 otherwise, in good faith, cooperate reasonably with, and take such customary actions as may reasonably be requested by the participating Holders, consistent with the terms of this Agreement, in connection with such Registration.  
 Notwithstanding the foregoing, the Company shall not be required to provide any documents or information to an Underwriter if such Underwriter has not then been named with respect to the applicable Underwritten Offering or other offering involving a registration as an Underwriter.  
 3.2 Registration Expenses. The Registration Expenses in respect of all Registrations shall be borne by the Company. It is acknowledged by the Holders that the Holders shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as Underwriters’ commissions and discounts, brokerage fees, Underwriter marketing costs and, other than as set forth in the definition of “Registration Expenses,” all reasonable fees and expenses of any legal counsel representing the Holders.  
 3.3 Requirements for Participation in Underwritten Offerings. Notwithstanding anything in this Agreement to the contrary, if any Holder does not provide the Company with its requested Holder Information within two (2) business days prior to filing the filing of the applicable “red xxxxxxx” prospectus or prospectus supplement, the Company may exclude such Holder’s Registrable Securities from the applicable Registration Statement or Prospectus if the Company determines, based on the advice of counsel, that such information is necessary to effect the registration and such Holder continues thereafter to withhold such information. No Person may participate in any Underwritten Offering for equity securities of the Company pursuant to a Registration initiated by the Company hereunder unless such Person (i) agrees to sell such Person’s securities on the basis provided in any underwriting arrangements approved by the Company and (ii) completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, custody agreements, underwriting agreements and other customary documents as may be reasonably required under the terms of such underwriting arrangements.  
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 3.4 Suspension of Sales; Adverse Disclosure.  
 3.4.1 Upon receipt of written notice from the Company that a Registration Statement or Prospectus contains a Misstatement, each of the Holders shall forthwith discontinue disposition of Registrable Securities until it has received copies of a supplemented or amended Registration Statement or Prospectus correcting the Misstatement (it being understood that the Company hereby covenants to prepare and file such supplement or amendment as soon as practicable after the time of such notice), or until he, she or it is advised in writing by the Company that the use of the Registration Statement or Prospectus may be resumed.  
 3.4.2 Subject to Section 3.4.4, if the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration or Underwritten Offering at any time would (a) require the Company to make an Adverse Disclosure, (b) require the inclusion in such Registration Statement of financial statements that are unavailable to the Company for reasons beyond the Company’s control, or (c) in the good faith judgment of the majority of the Board such Registration, be seriously detrimental to the Company and the majority of the Board concludes as a result that it is essential to defer such filing, initial effectiveness or continued use at such time, the Company may, upon giving prompt written notice of such action to the Holders, delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of time determined in good faith by the Company to be necessary for such purpose. In the event the Company exercises its rights under this Section 3.4.2, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the Registration Statement or Prospectus relating to any Registration in connection with any resale or other disposition of Registrable Securities. In addition, the Company may delay or suspend continued use of a Registration Statement or Prospectus in respect of a Registration or an Underwritten Offering in order to file and make effective a post-effective amendment to such Registration Statement in connection with the filing of the Company’s Annual Report on Form 10-K.  
 3.4.3 Subject to Section 3.4.4, (a) during the period starting with the date thirty (30) calendar days prior to the Company’s good faith estimate of the date of the filing of, and ending on a date ninety (90) calendar days after the effective date of, a Company-initiated Registration and provided that the Company continues to actively employ, in good faith, all reasonable efforts to maintain the effectiveness of the applicable Registration Statement and that the dollar amount or number of Registrable Securities held by the Sponsor being registered pursuant to a Piggyback Registration is not reduced pursuant to Section 2.2.2, or (b) if, pursuant to Section 2.1.4, Holders have requested an Underwritten Shelf Takedown and the Company and Holders are unable to obtain the commitment of underwriters to firmly underwrite such offering, the Company may, upon giving prompt written notice of such action to the Holders, delay any other registered offering pursuant to Section 2.1.4 or 2.3.  
 3.4.4 The right to delay or suspend any filing, initial effectiveness or continued use of a Registration Statement pursuant to Section 3.4.2 or a registered offering pursuant to Section 3.4.3 shall be exercised by the Company, in the aggregate, not more than three (3) times in any twelve-month period, and any such delay or suspension shall last for no more than sixty (60) consecutive calendar days.  
 3.5 Reporting Obligations. As long as any Holder shall own Registrable Securities, the Company, at all times while it shall be a reporting company under the Exchange Act, covenants to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by the Company after the date hereof pursuant to Sections 13(a) or 15(d) of the Exchange Act and to promptly furnish the Holders with true and complete copies of all such filings; provided that any documents publicly filed or furnished with the Commission pursuant to the XXXXX System shall be deemed to have been furnished or delivered to the Holders pursuant to this Section 3.5. The Company further covenants that it shall take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to resell or otherwise dispose of Registrable Securities held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission), including making available at all times information necessary to enable such Holder to comply with Rule 144. Upon the request of any Holder, the Company shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements.  
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 ARTICLE IV  
INDEMNIFICATION AND CONTRIBUTION  
 4.1 The Company agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities, its officers, directors and agents and each person who controls such Holder (within the meaning of the Securities Act) (collectively, the “Holder Indemnified Persons”) against all losses, claims, damages, liabilities and out-of-pocket expenses (including reasonable outside attorneys’ fees) resulting from any Misstatement or alleged Misstatement, except insofar as the same are caused by or contained in any information or affidavit so furnished in writing to the Company by or on behalf of such Holder Indemnified Person expressly for use therein.  
 4.2 In connection with any Registration Statement in which a Holder of Registrable Securities is participating, such Holder shall furnish to the Company in writing such information and affidavits with respect to such Holder as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus covering Registrable Securities of such Holder (the “Holder Information”) and, to the extent permitted by law, shall indemnify the Company, its directors, officers, employees, advisors, representatives and agents and each person who controls the Company (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and expenses (including reasonable outside attorneys’ fees and inclusive of all reasonable attorneys’ fees arising out of the enforcement of each such persons’ rights under this Article V) resulting from any Misstatement or alleged Misstatement, but only to the extent that the same are made in reliance on and in conformity with information relating to the Holder so furnished in writing by or on behalf of such Holder expressly for use therein; provided, however, that the obligation to indemnify shall be several, not joint and several, among such Holders of Registrable Securities, and the liability of each such selling Holder of Registrable Securities shall be in proportion to and limited to the net proceeds received by such selling Holder from the sale of Registrable Securities pursuant to such Registration Statement giving rise to such indemnification obligation.  
 4.3 Any Person entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person’s right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (ii) unless in such indemnified party’s reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim or there may be reasonable defenses available to the indemnified party that are different from or additional to those available to the indemnifying party, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, not to be unreasonably withheld or delayed, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement includes a statement or admission of fault and culpability on the part of such indemnified party or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.  
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 4.4 The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director, employee, advisor, agent, representative, member or controlling person or entity of such indemnified party and shall survive the transfer of securities. The Company and each Holder of Registrable Securities participating in an offering also agrees to make such provisions as are reasonably requested by any indemnified party for contribution to such party in the event the Company’s or such Xxxxxx’s indemnification is unavailable for any reason.  
 4.5 If the indemnification provided under Article V hereof is held by a court of competent jurisdiction to be unavailable to an indemnified party in respect of any losses, claims, damages, liabilities and expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall to the extent permitted by law contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by a court of law by reference to, among other things, whether the Misstatement or alleged Misstatement relates to information supplied by, such indemnifying party or such indemnified party, and the indemnifying party’s and indemnified party’s relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission; provided, however, that the liability of any Holder under this Section 4.5 shall be limited to the amount of the net proceeds received by such Holder in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in Sections 4.1, 4.2 and 4.3 above, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 4.5 were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this Section 4.5. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 4.5 from any person who was not guilty of such fraudulent misrepresentation.  
 ARTICLE V  
MISCELLANEOUS  
 5.1 Notices. Any notice or communication under this Agreement must be in writing and given by (i) deposit in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (ii) delivery in person or by courier service or sent by overnight mail via a reputable overnight carrier, in each case providing evidence of delivery, or (iii) transmission by hand delivery, electronic mail or facsimile. Each notice or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received, in the case of mailed notices, on the third business day following the date on which it is mailed and, in the case of notices delivered by courier service, hand delivery or overnight, at such time as it is delivered to the addressee (with the delivery receipt or the affidavit of messenger) or at such time as delivery is refused by the addressee upon presentation, and in the case of notices delivered by electronic mail, at such time as it is successfully transmitted to the addressee. Any notice or communication under this Agreement must be addressed, if to the Company, to: Stardust Power Inc., 0000 X. Xxxxxxx Xxx, Xxxxx 000, Xxxxxxx Xxxxx, Xxxxxxxx 00000, Attention: Xxxxxx Xxxxxx and Xxxxxxxxxxx Xxxxxxxx, or by electronic mail to xxxxxx@xxxxxxxx-xxxxx.xxx and xxxx@xxxxxxxx-xxxxx.xxx, and, if to any Holder, at such Holder’s address as set forth in the Company’s books and records or such other address as may be designated in writing by such Holder (including on the signature pages hereto). Any party may change its address for notice at any time and from time to time by written notice to the other parties hereto, and such change of address shall become effective thirty (30) calendar days after delivery of such notice as provided in this Section 5.1.  
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 5.2 Assignment; No Third Party Beneficiaries.  
 5.2.1 This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part.  
 5.2.2 Subject to Section 5.2.4 and Section 5.2.5, this Agreement and the rights, duties and obligations of a Holder hereunder may be assigned in whole or in part to such Holder’s Permitted Transferees to which it transfers Registrable Securities; provided that prior to the expiration of the Lock-up Period to the extent applicable to such Holder, no Holder may assign or delegate such Holder’s rights, duties or obligations under this Agreement, in whole or in part.  
 5.2.3 This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors, which shall include Permitted Transferees.  
 5.2.4 This Agreement shall not confer any rights or benefits on any Persons that are not parties hereto, other than as expressly set forth in this Agreement (including Persons that are Holders by virtue of being controlled by the Shareholder Representative) and Section 5.2 hereof.  
 5.2.5 No assignment by any party hereto of such party’s rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (i) written notice of such assignment as provided in Section 5.1 hereof and (ii) the written agreement of the assignee, in a form reasonably satisfactory to the Company, to be bound by the terms and provisions of this Agreement (which may be accomplished by an addendum or certificate of joinder to this Agreement). Any transfer or assignment made other than as provided in this Section 5.2 shall be null and void.  
 5.3 Counterparts; Electronic Delivery. This Agreement (and any other agreements, certificates, instruments and documents delivered pursuant to this Agreement) may be executed and delivered in one or more counterparts (including facsimile, electronic mail or other electronic transmission or PDF counterparts), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument, but only one of which need be produced. No party shall raise the use of a fax machine or electronic mail to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a fax machine or electronic mail as a defense to the formation or enforceability of a contract and each party forever waives any such defense.  
 5.4 Governing Law; Venue. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT (1) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK AS APPLIED TO AGREEMENTS AMONG NEW YORK RESIDENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN DELAWARE AND (2) THE VENUE FOR ANY ACTION TAKEN WITH RESPECT TO THIS AGREEMENT SHALL BE ANY STATE OR FEDERAL COURT IN THE STATE OF NEW YORK.  
 18  
 5.5 TRIAL BY JURY. EACH PARTY HERETO 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 HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.  
 5.6 Amendments and Modifications. Upon the written consent of (a) the Company and (b) the Holders of at least a majority in interest of the Registrable Securities held by the Holders at the time in question, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; and provided, however, that notwithstanding the foregoing, (i) any amendment hereto or waiver hereof that adversely affects any Holder, solely in his, her or its capacity as a holder of the shares of capital stock of the Company, in a manner that is materially different from the other Holders (in such capacity) shall require the consent of each such Holder so affected and (ii) any amendment or waiver hereof that adversely affects the rights expressly granted to the Sponsor shall require the consent of the Sponsor. No course of dealing between any Holder or the Company and any other party hereto or any failure or delay on the part of a Holder or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Holder or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party.  
 5.7 Other Registration Rights. The Company represents and warrants that no Person, other than a Holder, Persons who acquired Common Stock as part of the PIPE made in connection with the transactions contemplated by the Business Combination Agreement, non-redeeming stockholders who have registration rights pursuant to their respective Non-Redemption Agreements with respect to equity securities of the Company issued in the closing of the Business Combination and J.V.B. Financial Group, LLC, has any right to require the Company to register any securities of the Company for sale or to include such securities of the Company in any Registration Statement filed by the Company for the sale of securities for its own account or for the account of any other person. Further, the Company represents and warrants that this Agreement supersedes any other registration rights agreement, including the Existing Registration Rights Agreement, or agreement with similar terms and conditions and in the event of a conflict between any such agreement or agreements and this Agreement, the terms of this Agreement shall prevail. Upon the closing, the Existing Registration Rights Agreement shall no longer be of any force or effect.  
 5.8 Term. This Agreement shall terminate with respect to any Holder on the date that such Holder no longer holds any Registrable Securities. The provisions of Article IV shall survive any termination.  
 5.9 Holder Information. Each Holder agrees, if requested in writing, to represent to the Company the total number of Registrable Securities held by such Xxxxxx in order for the Company to make determinations hereunder.  
 5.10 Entire Agreement. This Agreement, the Business Combination Agreement, the Ancillary Agreements (as such term is defined in the Business Combination Agreement), constitute the entire agreement among the parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, understandings and discussions, whether oral or written, relating to such subject matter in any way and there are no warranties, representations or other agreements among the parties in connection with such subject matter except as set forth in this Agreement and therein.  
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 5.11 Severability. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.  
 5.12 In-Kind Distribution. If the Sponsor seeks to effectuate an in-kind distribution of all or part of its Registrable Securities to its direct or indirect equityholders (an “In-Kind Distribution”), the Company will use reasonable best efforts to work with the Sponsor to facilitate such In-Kind Distribution in the manner reasonably requested. Prior to any In-Kind Distribution, each distributee shall deliver to the Company a written acknowledgment and agreement in form and substance reasonably satisfactory to the Company that the distributee will be bound by, and will be a party to, this Agreement; provided, however, that a failure by a distributee to deliver such acknowledgment and agreement shall not render such distribution to such distributee void, but such distributee shall not be entitled to the benefits of this Agreement until such time as such acknowledgment and agreement is delivered. Upon any In-Kind Distribution, (i) in the event of a distribution of all of the Sponsor’s Registrable Securities, the distributees holding Registrable Securities equal to a majority-in-interest of the Registrable Securities then held by the Sponsor at the time of such distribution shall thereafter be entitled to exercise and enforce the rights specifically granted to the Sponsor hereunder and (ii) each distributee shall be considered a “Holder” hereunder.  
 5.13 Shareholder Representative. The Shareholder Representative shall be responsible for exercising any right and performing any obligation pursuant to this Agreement of any Person that is a “Holder” by virtue of being controlled by the Shareholder Representative.  
 [Signature pages follow]  
 20  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 COMPANY:  
 Stardust Power Inc.  
 a Delaware corporation  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 SPONSOR:  
 Global Partner Sponsor II LLC  
 a Delaware limited liability company  
 By:   
 Name:   
 Title:   
 SHAREHOLDER REPRESENTATIVE:  
 Xxxxxx Xxxxxx  
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: 7636 Holdings LLC  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: Xxx Xxxxxx  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: American Investor Group Direct LLC  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: Xxxxxx Xxxxxxx  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: Xxxxxxx Xxxx  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: Xxxxxxxxx Xxxxxxx  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: Xxxx Xxxxx  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: Xxxxxx Xxxxxxx Xxxxxxx  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: Energy Transition Investors LLC  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: Xxxx X. Xxxxxxx  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: Xxxxxxx Xxxxxx  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: Xxxx Xxxxxxxxxx  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: Xxxxx Xxxxxxxxxxx  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: Xxxxxx Xxxxxxx  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: Xxxxxxx Xxxxxxxx  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: Xxxxx Xxxxxxxxx  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: Pristine Services LLC  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: Xxxxxx Xxxxxx  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: Xxxxx Xxxxx  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: Xxxxxxxxxxx Xxxxxxxx  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: VIKASA Clean Energy I LP  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: Xxxxxxx Xxxxx  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: VKK Holdings LLC  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: Xxxxxxx Xxxxxx Xxxxx  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: Red Alps Worldwide Inc.  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: Xxxxxxx Xxxxxxx  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: Xxxx Xxxxxx  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: Xxxxxx Xxxxxx  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: Xxxxx Xxxxxxxx  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: Xxxxxxx Xxxxxx  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]  
 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.  
 HOLDER: Xxxxxxx Xxxxxxxx  
 By:   
 Name:   
 Title:   
 [Signature Page to Registration Rights Agreement]