January 1, 2016

Dear Oscar:

On behalf of the LGS leadership team, I am excited and very pleased to inform you that you have been awarded a grant of 7,500 equity incentive units in Legos Holdings, LLC (the principal LGS parent holding and investment company supporting LGS' operations). This incentive grant, described in more detail below, is offered to only a limited group of LGS personnel and is being extended to you in recognition of your service to LGS.

By way of background, LGS leadership is able to offer certain and limited equity (i.e., ownership) interests in LGS's principal parent holding and investment company, Legos Holdings, LLC, as recognition and retention incentives for highly successful LGS personnel. These "Incentive Units" are granted in accordance with a five year vesting schedule subject to your agreement to the Legos Holdings Company Agreement (essentially, the Legos Holdings bylaws) and separate Equity Agreement detailing the terms and conditions relating to your specific Incentive Unit grant. Upon acceptance of these agreements, you'll have an even more direct role in the future of LGS!

Attached please find:

- The Amended and Restated Limited Liability Company Agreement of Legos Holdings, LLC, as amended (attached hereto as Exhibit A);
- An Equity Incentive Agreement (governing the terms of your grant of Incentive Units and attached hereto as Exhibit B); and
- A brief summary of certain U.S. income tax matters related to your investment in the Company (attached hereto as Exhibit C).

For your convenience, please find attached hereto as Exhibit D copies of each of your signature pages to the above-referenced documents.

To complete the process, please sign and return executed copies of the signature pages **no later than January 28, 2016** to Michael Garson by email PDF to garson@lgsinnovations.com, with the original copies to follow to Mike's attention at LGS Innovations, 13665 Dulles Technology Drive, Suite 301, Herndon, VA 20171. Should you have any questions regarding the enclosed materials or these instructions, please contact me at (703) 394-1468 or klkelly@lgsinnovations.com, or Mike at (703) 394-1450 or his foregoing email address.

We are very excited about this grant and hope you are, too! Thank you for your continuing service to LGS; we greatly appreciate everything that you do in support of LGS.

Sincerely,

Kevin L. Kelly
CEO

Exhibit A

Amended and Restated Limited Liability Company Agreement of Legos Holdings, LLC

(as amended)

Please See Attached

EXECUTION COPY

LEGOS HOLDINGS, LLC

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

March 31, 2014

THE UNITS REPRESENTED BY THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH UNITS MAY NOT BE SOLD, ASSIGNED, PLEDGED, TRANSFERRED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR AN EXEMPTION THEREFROM.

CERTAIN OF THE UNITS REPRESENTED BY THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT ALSO MAY BE SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER, VESTING PROVISIONS, REPURCHASE OPTIONS, OFFSET RIGHTS AND FORFEITURE PROVISIONS SET FORTH HEREIN AND/OR IN A SEPARATE AGREEMENT WITH THE INITIAL HOLDER OF SUCH UNITS. A COPY OF ANY SUCH AGREEMENT MAY BE OBTAINED FROM HOLDINGS LLC BY THE HOLDER OF SUCH UNITS UPON WRITTEN REQUEST AND WITHOUT CHARGE.

TABLE OF CONTENTS

TABLE OF CONTENTS
(continued)

TABLE OF CONTENTS
(continued)

Page

LEGOS HOLDINGS, LLC

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT of Legos Holdings, LLC is made and entered into as of March 31, 2014 by and among Holdings LLC and the Members.

WHEREAS, the Initial Member caused Holdings LLC to be formed as a limited liability company in accordance with the Delaware Act by filing the Certificate with the Secretary of State of the State of Delaware on December 17, 2013;

WHEREAS, the Initial Member acquired Class A Units of Holdings LLC, was admitted as a Member and entered into that certain Limited Liability Company Agreement, dated as of December 19, 2013 (the "Initial LLC Agreement");

WHEREAS, Holdings LLC and the Initial Member now desire to recapitalize Holdings LLC and to amend and restate the Initial LLC Agreement in its entirety and, therefore, are entering into this Agreement in connection with the transactions contemplated by the Acquisition Agreement;

WHEREAS, upon approval of this Agreement by the applicable Members, this Agreement shall be binding on all of the Members and the Initial LLC Agreement shall be superseded by this Agreement and cease to be of any further force or effect.

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

ARTICLE I

DEFINITIONS

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

"Acquisition Agreement" means that certain Membership Interest Purchase Agreement, dated December 19, 2013, by and between Alcatel-Lucent USA Inc., LGS Innovations LLC and Legos Intermediate Holdings, LLC, as the same may be amended, modified and/or waived from time to time in accordance with the terms thereof.

"Additional Member" means a Person admitted to Holdings LLC as a Member pursuant to Section 10.2.

"Affiliate" of any particular Person means (i) any other Person controlling, controlled by or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person whether through the ownership of voting securities, by contract or otherwise, and (ii) if such Person is a partnership (including limited partnership) or limited liability company, any partner or member thereof.

"Affiliated Institution" means with respect to any Indemnified Person or Member, any investment fund, institutional investor or other financial intermediary with which such Indemnified

Person or Member is Affiliated or of which such Indemnified Person or Member is a member, partner or employee.

"Agreement" means this Amended and Restated Limited Liability Company Agreement, as the same may be further amended, modified and/or waived from time to time in accordance with the terms hereof.

"Applicable Tax Rate" means, for any calendar year, a percentage rate which is the sum of the highest marginal federal, state and local tax rates with reference to the income of any Unitholder (or any pass-through Unitholder's partners or members) residing in the United States but taking into account the character of Holdings LLC's and its Subsidiaries' income and the deductibility of state and local taxes for federal income tax purposes, as determined by the Manager, based on the information available to it.

"Approved Sale" has the meaning set forth in Section 9.4(a).

"Assignee" means a Person to whom Units have been Transferred in accordance with the terms of this Agreement and the other agreements contemplated hereby, but who has not become a Member pursuant to Article X.

"Authorization Date" has the meaning set forth in Section 9.2(a).

"Book Value" means, with respect to any Holdings LLC property, Holdings LLC's adjusted basis for federal income tax purposes, adjusted from time to time to reflect the adjustments required or permitted by Treasury Regulation Section 1.704 1(b)(2)(iv)(d)-(g), except that (i) in the case of any property contributed to Holdings LLC, the Book Value of such property shall initially equal the Fair Market Value of such property, (ii) in the case of any property distributed by Holdings LLC, the Book Value of such property shall be adjusted immediately prior to such distribution to equal its Fair Market Value at such time, and (iii) any adjustments to the adjusted basis of any asset of Holdings LLC pursuant to Code Section 732(d), 734(b) or 743(b) shall be taken into account in determining such asset's Book Value in a manner consistent with Treasury Regulation Section 1.704-1(b)(2)(iv).

"Business" means Holdings LLC's and its Subsidiaries' business on the date hereof and such additional businesses as Holdings LLC and its Subsidiaries engage in at any time.

"Capital Account" means the capital account maintained for a Member pursuant to Section 3.2 and the other applicable provisions of this Agreement.

"Capital Contributions" means any cash, cash equivalents, promissory obligations or the Fair Market Value of other property which a Unitholder contributes (or is deemed to have contributed pursuant to Section 3.9) with respect to any Unit pursuant to Section 3.1.

"Certificate" means Holdings LLC's Certificate of Formation as filed with the Secretary of State of the State of Delaware, as amended from time to time.

"Certificated Units" has the meaning set forth in Section 3.1(a).

"Class A Unit" means a Unit having the rights and obligations specified with respect to Class A Units in this Agreement.

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

"Company Minimum Gain" has the meaning set forth for "partnership minimum gain" in Treasury Regulations Section 1.704-2(d).

"Corporate Investment Vehicle" means any corporation or entity that has "checked the box" to be treated as a corporation for U.S. federal income tax purposes formed by any CoVant Investor or CoVant Affiliated Person that holds, directly or indirectly, Units and each of their respective transferees or Affiliates designated by such Corporate Investment Vehicles to be included as a Corporate Investment Vehicle.

"CoVant" means CoVant Technologies II LLC – Series LGS, a "series" of limited liability company interests of CoVant Technologies II LLC, a Delaware limited liability company, as described in Section 18-215 of the Delaware Act.

"CoVant Affiliated Person" means, with respect to any CoVant Investor, any current or former officer, employee, manager, director, (direct or indirect) member, (direct or indirect) partner of any of the CoVant Investors or any current or former officer, employee, manager, director, (direct or indirect) member, (direct or indirect) partner any affiliated investment fund, management entity or investment vehicle of any CoVant Investor (including, for the avoidance of doubt, the admittance of new limited partners or transfers among limited partners of any investment fund or management entity affiliated with Madison Dearborn Partners, LLC), or any Affiliate or member of the Family Group of any of the foregoing.

"CoVant Equity" means (i) the Class A Units and any other Units from time to time issued to or acquired by CoVant pursuant to the CoVant Unit Purchase Agreement and/or pursuant to any Equity Agreement and any other Equity Securities issued to or otherwise acquired by the CoVant Investors, and (ii) any securities issued directly or indirectly with respect to the foregoing securities by way of a unit split, unit dividend or other division of securities, or in connection with a combination of securities, recapitalization, merger, consolidation or other reorganization. As to any particular securities constituting CoVant Equity, such securities shall remain CoVant Equity in the hands of transferees but such securities shall cease to be CoVant Equity when they have been (A) effectively registered under the Securities Act and disposed of in accordance with the registration statement covering them, (B) distributed to the public through a broker, dealer or market maker pursuant to Rule 144 under the Securities Act (or any similar provision then in force), or (C) redeemed or repurchased by Holdings LLC or any Subsidiary or any designee thereof.

"CoVant Investors" means, collectively, CoVant, any of its partners, members or Affiliates, any other holder of CoVant Equity and any of their respective Transferees or Affiliates which are Members.

"CoVant Unit Purchase Agreements" means the Investor Unit Purchase Agreement, dated as of March 31, 2014, by and among Holdings LLC and the Initial Member, as such agreement may be amended, modified and waived from time to time in accordance with its terms.

"Delaware Act" means the Delaware Limited Liability Company Act, 6 Del.L. §§ 18-101, *et seq.*, as it may be amended from time to time, and any successor thereto.

"Distribution" means each distribution made by Holdings LLC to a Unitholder, whether in cash, property or securities of Holdings LLC and whether by liquidating distribution, redemption, repurchase or otherwise; provided that none of the following shall be a Distribution: (i) any redemption or repurchase by Holdings LLC of any securities of Holdings LLC in connection with the termination of employment of an employee of Holdings LLC or any of its Subsidiaries or any service provider of Holdings LLC or any of its Subsidiaries, (ii) any recapitalization, exchange or conversion of securities of

Holdings LLC, and any subdivision (by unit split or otherwise) or any combination (by reverse unit split or otherwise) of any outstanding Units, and (iii) any Tax Distribution.

"Employment Agreement" means any employment agreement, consulting agreement, confidentiality agreement, non-competition agreement, non-solicitation agreement or any similar agreement between any Executive, on the one hand, and Holdings LLC and/or any of its Subsidiaries, on the other hand, each as amended, modified and/or waived from time to time.

"Equity Agreement" has the meaning set forth in Section 3.1(b)(ii).

"Equity Securities" means (i) units (including the Class A Units and Incentive Units), stock or other equity interests in Holdings LLC or any of its Subsidiaries (including other classes, groups or series thereof having such relative rights, powers and/or obligations as may from time to time be established by the Manager, including rights, powers and/or duties different from, senior to or more favorable than existing classes, groups and series of units, stock and other equity interests in Holdings LLC or any of its Subsidiaries, and including any so-called "profits interests"), (ii) obligations, evidences of indebtedness or other debt securities or interests convertible or exchangeable into units, stock or other equity interests in Holdings LLC or any of its Subsidiaries, and (iii) warrants, options or other rights to purchase or otherwise acquire units, stock or other equity interests in Holdings LLC or any of its Subsidiaries.

"Estimated Tax Amount" has the meaning set forth in Section 4.6(c).

"Event of Withdrawal" means the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in Holdings LLC.

"Excluded Holder" means any Unitholder who is not a CoVant Investor and not an "accredited investor" as such term is defined under the Securities Act and the rules and regulations promulgated thereunder.

"Executive" means any Person rendering services to Holdings LLC or any of its Subsidiaries as an officer, director, manager, employee, advisor, independent contractor or consultant; provided, that no CoVant Investor shall be an "Executive" hereunder.

"Executive Member" means any Member who is or was an Executive, or any Member which has any direct or indirect stockholders, partners, trust grantors, beneficiaries, members or other owners who are or were Executives or Permitted Transferees of Executives.

"Exempt Transfers" has the meaning set forth in Section 9.1.

"Fair Market Value" means, with respect to any asset or equity interest, its fair market value determined in accordance with Article XIII.

"Family Group" means, as to any particular Person, (i) such Person's spouse and descendants (whether natural or adopted), (ii) any trust solely for the benefit of such Person and/or such Person's spouse and/or descendants, and (iii) any partnerships, corporations or limited liability companies where the only partners, shareholders or members are such Person and/or such Person's spouse, descendants and/or trusts referred to in clause (ii) of this definition.

"FINRA" means the Financial Industry Regulatory Authority.

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

"Fiscal Year" means the 12-month period ending on December 31, or such other annual accounting period as may be established by the Manager or as required by the Code.

"Follow-On Holdback Period" has the meaning set forth in Section 9.12.

"Forfeiture Allocations" has the meaning set forth in Section 4.3.

"GAAP" means United States generally accepted accounting principles, consistently applied.

"Governmental Entity" means (i) any federal, state, local, municipal, foreign or other government, (ii) any governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, entity or self-regulatory organization and any court or other tribunal), (iii) any body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, including any arbitral tribunal, or (iv) any agency, authority, board, bureau, commission, department, office or instrumentality of any nature whatsoever of any federal, state, province, local, municipal or foreign government or other political subdivision or otherwise, or any officer or official thereof with requisite authority.

"Holdback Extension" has the meaning set forth in Section 9.122.

"Holder" means any Unitholder or any Person that retains voting control of any Units Transferred in accordance with Section 9.1.

"Holder Minimum Gain" has the meaning set forth for "partner nonrecourse debt minimum gain" in Treasury Regulations Section 1.704-2(i).

"Holder Nonrecourse Deductions" has the meaning set forth for "partner nonrecourse deductions" in Treasury Regulations Section 1.704-2(i).

"Holdings LLC" means Legos Holdings, LLC, a Delaware limited liability company.

"Holdings Total Equity Value" means the aggregate proceeds which would be received by the Unitholders if: (i) the assets of Holdings LLC as a going concern were sold at their Fair Market Value; (ii) Holdings LLC satisfied and paid in full all of its obligations and liabilities; and (iii) such net sale proceeds were then distributed in accordance with Section 4.2, all as determined in good faith by the Manager. When determined in connection with a Sale of Holdings LLC, Holdings Total Equity Value shall be derived from the consideration paid in connection with such Sale of Holdings LLC.

"HSR Act" has the meaning set forth in Section 12.7.

"Incentive Unit" means a Unit having the rights and obligations specified with respect to Incentive Units (or any series thereof) in this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, an Unvested Incentive Unit shall have no voting, consent or similar rights under this Agreement or under the Delaware Act and shall have no other rights under this Agreement (other than the right to receive allocations of Profits, Losses and other items of income, gain, loss and deduction and Tax Distributions pursuant to and in accordance with Article IV) unless and until such Incentive Unit becomes a Vested Incentive Unit (and then shall have only such voting, consent or similar rights under

this Agreement and under the Delaware Act and other rights under this Agreement as are expressly set forth herein or required by non-waivable provisions of the Delaware Act).

"Indemnified Person" has the meaning set forth in Section 6.4(a).

"Initial LLC Agreement" has the meaning set forth in the recitals.

"Initial Member" means CoVant.

"Investor" means each CoVant Investor and each other holder of Class A Units.

"IPO Holdback Period" has the meaning set forth in Section 9.12.

"IRS Notice" has the meaning set forth in Section 8.4(a).

"Liquidation Value" means, with respect to a Unit, the amount of cash that would be distributed to a Unitholder in respect of such Unit if Holdings LLC sold all of its assets as a going concern for an amount of cash equal to their Fair Market Value and distributed the proceeds pursuant to Sections 4.2 and 12.2.

"Liquidity Event" means (i) a Sale of Holdings LLC or (ii) the dissolution or liquidation or winding-up of Holdings LLC.

"Losses" means items of Holdings LLC loss and deduction determined according to Section 3.2.

"Majority CoVant Investors" means the CoVant Investors holding a majority of the Class A Units then held by all CoVant Investors; provided that if no CoVant Investor then holds any Class A Units, then "Majority CoVant Investors" means the CoVant Investors who would receive a majority of the dollars received by all CoVant Investors if an amount equal to the Holdings Total Equity Value were distributed to all Units in accordance with Sections 4.2 and 12.2.

"Manager" means CoVant or such other Person as the Majority CoVant Investors shall designate from time to time, which, for purposes of the Delaware Act, will be the sole "manager" (as defined in the Delaware Act) of Holdings LLC but will be subject to the rights, obligations, limitations and duties set forth in this Agreement.

"Member" means each of the CoVant Investors, each Person listed on the Schedule of Unitholders attached hereto, and any Person admitted to Holdings LLC as a Substituted Member or Additional Member, in each case only for so long as such Person is shown on Holdings LLC's books and records as the owner of one or more Units. The Members shall constitute the "members" (as that term is defined in the Delaware Act) of Holdings LLC.

"Offer Notice" has the meaning set forth in Section 9.2(a).

"Offered Units" has the meaning set forth in Section 9.2(a).

"Offering Price" means (i) with respect to Units (or shares of Successor Stock) in connection with a Public Offering of Holdings LLC, the price of a Unit (or a share of Successor Stock) in such Public Offering, and (ii) with respect to Units in connection with a Public Offering of any Subsidiary of Holdings LLC, the amount a Unit would receive if an amount equal to the Holdings Total Equity Value (derived from the price of securities in such Public Offering) were distributed to all Units in accordance

with Section 4.2 in connection with such Public Offering. The Manager may determine to use the mid-point of the range of offering prices printed on the red herring prospectus or another reasonable estimation as the price in clause (i) or clause (ii) of the foregoing, in lieu of the actual price.

"Other Business" has the meaning set forth in Section 6.6.

"Participation Threshold" has the meaning set forth in Section 3.1(d).

"Permitted Transferee" means (i) with respect to any Person who is an individual or a member of the Family Group of an Executive, a member of such Person's Family Group, and (ii) with respect to any Person which is an entity (other than any Executive Member or any other entity referred to in clause (i)), any of such Person's controlled Affiliates, in each case only for so long as such Person remains a Permitted Transferee of such Person.

"Person" means an individual, a partnership (whether general or limited), a corporation (whether or not for profit), a limited liability company, an association, a joint stock company, a trust, an estate, a joint venture, an unincorporated organization, association, custodian, nominee or other entity or a Governmental Entity.

"Pro Rata Basis" means, with respect to each Holder, and as determined with respect to any particular expense, liability or obligation incurred (or amount of proceeds withheld) in connection with any Transfer of Equity Securities pursuant to Section 9.3 or any Approved Sale, the amount such Unitholder's proceeds would be reduced as a percentage of the aggregate reduction in proceeds to applicable Unitholders assuming the Holdings Total Equity Value implied by such Transfer or Approved Sale were being distributed to the Unitholders in accordance with Section 4.2 in connection with such Transfer or Approved Sale and as if such expense, liability or obligation were incurred and satisfied (or such amount of proceeds were withheld) prior to such distribution, as determined reasonably and in good faith by the Manager.

"Pro Rata Share" means, with respect to each Unit, the proportionate amount such Unit would receive if an amount equal to the Holdings Total Equity Value were distributed to all Units in accordance with Section 4.2, and with respect to each Unitholder, such Unitholder's proportionate share of the Holdings Total Equity Value based on the Units held by such Unitholder, in each case as determined reasonably and in good faith by the Manager; for the purpose of calculating Pro Rata Share no Incentive Units held by an Executive Member shall be deemed issued or outstanding.

"Profits" means items of Holdings LLC's income and gain determined according to Section 3.2.

"Proportional Share" has the meaning set forth in Section 3.1(c)(i).

"Public Offering" means any underwritten sale of common equity securities of Holdings LLC or any of its Subsidiaries (or, in each case, any corporate successor thereto, including a Successor) pursuant to an effective registration statement under the Securities Act filed with the Securities and Exchange Commission.

"Public Sale" means any sale or distribution of equity securities to the public pursuant to an effective registration statement under the Securities Act or to the public through a broker, dealer or market maker pursuant to the provisions of Rule 144 adopted under the Securities Act (or any similar rule then in force).

"Quarterly Estimated Tax Amount" has the meaning set forth in Section 4.6(c).

"Registrable Securities" has the meaning set forth in Section 9.11.

"Regulatory Allocations" has the meaning set forth in Section 4.4(g).

"Reserve Amount" has the meaning set forth in Section 4.2.

"Required Consent" has the meaning set forth in Section 9.1.

"RFR Transferring Unitholder" has the meaning set forth in Section 9.2(a).

"Sale of Holdings LLC" means either (i) the sale, lease, license, transfer, conveyance or other disposition, in one transaction or a series of related transactions, of a majority of the assets of Holdings LLC and its Subsidiaries, taken as a whole, or (ii) a transaction or a series of related transactions (including by way of merger, consolidation, recapitalization, reorganization or sale of securities by the holders of securities of Holdings LLC) the result of which is that the initial CoVant Investor and the CoVant Affiliated Persons are (after giving effect to such transaction or series of related transactions) no longer, in the aggregate, the "beneficial owners" (as such term is defined in Rule 13d-3 and Rule 13d-5 promulgated under the Securities Exchange Act), directly or indirectly through one or more intermediaries, of more than 50% of both (a) the voting power of the outstanding voting securities of Holdings LLC and (b) the Holdings Total Equity Value.

"Sale Notice" has the meaning set forth in Section 9.3(a).

"Securities" has the meaning set forth in Section 9.12.

"Securities Act" means the Securities Act of 1933, as amended, and applicable rules and regulations thereunder, and any successor to such statute, rules or regulations. Any reference herein to a specific section, rule or regulation of the Securities Act shall be deemed to include any corresponding provisions of future law.

"Securities Exchange Act" means the Securities Exchange Act of 1934, as amended, and applicable rules and regulations thereunder, and any successor to such statute, rules or regulations. Any reference herein to a specific section, rule or regulation of the Securities Exchange Act shall be deemed to include any corresponding provisions of future law.

"Securities Transaction" has the meaning set forth in Section 9.12.

"Specified Corporate Investment Vehicle" means the Corporate Investment Vehicle to receive contributions in connection with a change in business form pursuant to Section 9.10 pursuant to Code Section 351 as designated or specified from time to time by the Majority CoVant Investors, or a successor in interest, transferee or Affiliate thereof designated by such Person or a designee of such Person to be the Specified Corporate Investment Vehicle.

"Subject Securities" means each of the then outstanding Units held by a CoVant Investor or securities otherwise constituting CoVant Equity (or, in the case of a Corporate Investment Vehicle directly or indirectly holding Units, any outstanding capital stock, other equity interests and outstanding indebtedness of such Corporate Investment Vehicle).

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly

or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of membership, partnership or other similar ownership interest thereof or the power to elect or appoint a majority of the managers or governing body thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, and without limitation, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity (other than a corporation) if such Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or control the sole, or a majority of the, managing director(s), managing member(s), manager(s), board of managers or general partner of such limited liability company, partnership, association or other business entity. For purposes hereof, references to a "Subsidiary" of any Person shall be given effect only at such times that such Person has one or more Subsidiaries, and, unless otherwise indicated, the term "Subsidiary" refers to a Subsidiary of Holdings LLC.

"Substituted Member" means a Person that is admitted as a Member to Holdings LLC pursuant to Section 10.1.

"Successor" has the meaning set forth in Section 9.10(a).

"Successor Stock" has the meaning set forth in Section 9.10(c)(ii).

"Tax" or "Taxes" means any federal, state, local or foreign income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever, including any transferee liability and any interest, penalties or additions to tax or additional amounts in respect of the foregoing.

"Tax Amount" has the meaning set forth in Section 4.6(a).

"Tax Distribution" has the meaning set forth in Section 4.6(a).

"Tax Matters Partner" has the meaning set forth in Code Section 6231.

"Taxable Year" means Holdings LLC's accounting period for federal income tax purposes determined pursuant to Section 8.2.

"Transfer" means any direct or indirect sale, transfer, assignment, pledge, mortgage, exchange, hypothecation, grant of a security interest or other direct or indirect disposition or encumbrance of an interest (whether with or without consideration, whether voluntarily or involuntarily or by operation of law) or the acts thereof or an offer or agreement to do the foregoing, but excluding conversions and redemptions of Units, stock or other securities by Holdings LLC made in accordance with this Agreement. The terms "Transferee," "Transferor," "Transferred," and other forms of the word "Transfer" shall have the correlative meanings. For the avoidance of doubt, a Transfer of any interest in an entity other than a CoVant Investor shall be deemed a Transfer of Units for purposes of this Agreement.

"Transferring Unitholder" has the meaning set forth in Section 9.3(a).

"Treasury Regulations" means the income tax regulations promulgated under the Code, as amended from time to time.

"TRIAD Investor" means TRIAD Legos Holdings FF, LLC.

"Unit" means a Unit of a Member or an Assignee representing a fractional part of the interests in Profits, Losses and Distributions of Holdings LLC held by all Members and Assignees and shall include Class A Units and Incentive Units; provided that any class, group or series of Units issued shall have the relative rights, powers and obligations set forth in this Agreement.

"Unitholder" means any Member, Assignee or other owner of one or more Units as reflected on Holdings LLC's books and records.

"Unvested Incentive Units" means any Incentive Units that are not a Vested Incentive Units.

"Vested Incentive Units" means, with respect to any Incentive Units that are subject to vesting pursuant to any Equity Agreement, Incentive Units that have vested in accordance with the terms of such Equity Agreement and, with respect to any other Incentive Units, all such Incentive Units. For the avoidance of doubt, any Incentive Units constituting CoVant Equity shall be deemed to be Vested Incentive Units for all purposes of this Agreement.

ARTICLE II

ORGANIZATIONAL MATTERS

2.1 Formation. Holdings LLC was formed on December 17, 2013 as a Delaware limited liability company by the filing of the Certificate in accordance with the Delaware Act.

2.2 Limited Liability Company Agreement. The Members hereby execute this Agreement for the purpose of establishing the affairs of Holdings LLC and the conduct of its business in accordance with the provisions of the Delaware Act. The Members hereby agree that, during the term of Holdings LLC set forth in Section 2.6 the rights, powers and obligations of the Unitholders with respect to Holdings LLC will be determined in accordance with the terms and conditions of this Agreement and, except where the Delaware Act provides that such rights, powers and obligations specified in the Delaware Act shall apply "unless otherwise provided in a limited liability company agreement" or words of similar effect and this Agreement addresses any such rights, powers and obligations (whether or not specifically over-riding the Delaware Act), the Delaware Act; provided that, notwithstanding the foregoing, Section 18-210 of the Delaware Act (entitled "Contractual Appraisal Rights") and Section 18-305(a) of the Delaware Act (entitled "Access to and Confidentiality of Information; Records") shall not apply or be incorporated into this Agreement, and the Unitholders hereby waive any rights under such sections of the Delaware Act (but with it being understood that this proviso shall not affect the obligations of Holdings LLC under Section 7.2).

2.3 Name. The name of Holdings LLC will be "Legos Holdings, LLC" or such other name as is determined by the Manager at any time and from time to time. Notification of any such determination and change shall be given to all Unitholders. Holdings LLC's business may be conducted under its name and/or any other name deemed advisable by the Manager.

2.4 Purpose. The purpose and business of Holdings LLC shall be (i) to hold (including through one or more Subsidiaries) the equity securities of its Subsidiaries and to perform such other obligations and duties as are imposed upon Holdings LLC under this Agreement, the CoVant Unit Purchase Agreement, any Equity Agreements and the other agreements, instruments or documents contemplated hereby and thereby, as the same may be amended or modified from time to time, (ii) to exercise all rights and powers granted to Holdings LLC under the CoVant Unit Purchase Agreement, any

Equity Agreements and the other agreements, instruments or documents contemplated hereby and thereby, as the same may be amended or modified from time to time, (iii) to manage and direct the business operations and affairs of Holdings LLC and its Subsidiaries (including the development, adoption and implementation of strategies, business plans and policies concerning the conduct of Holdings LLC's and its Subsidiaries' business), and (iv) to engage in any other lawful acts or activities for which limited liability companies may be organized under the Delaware Act.

2.5 Principal Office; Registered Office. The principal office of Holdings LLC shall be located at 13665 Dulles Technology Drive, Suite 301, Herndon, VA 20171, or at such other place or places as the Manager may from time to time designate, and all business and activities of Holdings LLC shall be deemed to have occurred at its principal office. Holdings LLC may maintain offices at such other place or places as the Manager deems advisable. Notification of any such change shall be given to all Unitholders. The address of the registered office of Holdings LLC in the State of Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of Holdings LLC) as the Manager may designate from time to time in the manner provided by applicable law, and the registered agent for service of process on Holdings LLC in the State of Delaware at such registered office shall be the registered agent named in the Certificate or such Person or Persons as the Manager may designate from time to time in the manner provided by applicable law.

2.6 Term. The term of Holdings LLC commenced upon the filing of the Certificate in accordance with the Delaware Act and shall continue in existence until termination and dissolution thereof in accordance with the provisions of Article XII.

2.7 No State-Law Partnership. The Unitholders intend that Holdings LLC not be a partnership (including a limited partnership) or joint venture, and that no Unitholder be a partner or joint venturer of any other Unitholder by virtue of this Agreement, for any purposes other than as set forth in the last sentence of this Section 2.7, and neither this Agreement nor any other document entered into by Holdings LLC or any Unitholder relating to the subject matter hereof shall be construed to suggest otherwise. Subject to Section 8.2 and Section 9.10, the Unitholders intend that Holdings LLC shall be treated as a partnership for federal and, as applicable, state or local income tax purposes, and each Unitholder and Holdings LLC shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

ARTICLE III

CAPITAL CONTRIBUTIONS

3.1 Unitholders.

(a) Capital Contributions; Schedule of Unitholders. Each Unitholder named on the Schedule of Unitholders attached hereto has made or has been deemed to have made Capital Contributions to Holdings LLC as set forth on the Schedule of Unitholders in exchange for the Units specified thereon. Any reference in this Agreement to the Schedule of Unitholders shall be deemed a reference to the Schedule of Unitholders as amended in accordance with this Agreement and in effect from time to time. Holdings LLC may (but need not) issue certificates representing the Units ("Certificated Units"). Holdings LLC may issue fractional Units. The Manager may, in its discretion, provide any Unitholder (other than the CoVant Investors) with the Schedule of Unitholders in summary form and may omit the amount of Capital Contributions made by and the Units held by each other Unitholder. The ownership by a Unitholder of Class A Units, Incentive Units and/or any other Units shall entitle such Member to allocations of Profits and Losses and other items and Distributions of cash and other property as set forth in Article IV hereof.

(b) Authorized Units; Issuance of Additional Units and Interests.

(i) The authorized Units that Holdings LLC has authority to issue consist entirely of 20,000,000 Class A Units and 2,000,000 Incentive Units. For so long as any of the Class A Units remain outstanding, the Class A Units will rank senior to the Incentive Units and any other class, group or series of Units or other Equity Securities.

(ii) Subject to compliance with Section 3.1(c) and any other agreement to which Holdings LLC may be bound, the Manager shall have the right at any time and from time to time to authorize and cause Holdings LLC to create and/or issue additional Equity Securities of Holdings LLC, in which event, (A) all Unitholders shall be diluted with respect to such issuance, subject to differences in rights and preferences of different classes, groups and series of Equity Securities, and (B) the Manager shall have the power to amend this Agreement and/or the Schedule of Unitholders to reflect such additional issuances and dilution and to make any such other amendments as it deems necessary or desirable to reflect such additional issuances (including amending this Agreement to increase the number of Equity Securities of any class, group or series, to create and authorize a new class, group or series of Equity Securities and to add the terms of such new class, group or series including economic and governance and other rights which may be different from, senior to or more favorable than the other existing Equity Securities), in each case without the approval or consent of any other Person. Without limiting the foregoing, but subject to Section 3.1(c) and any other agreement to which Holdings LLC may be bound, the Manager may from time to time create equity incentive pools (whether in the form of Incentive Units (or any series thereof), options to acquire Incentive Units (or series thereof) or new classes, groups or series of "profits interests") for issuance to individuals or other Persons who are or become Executives, all of which would dilute all of the Unitholders' share of residual distributions pursuant to Article IV (subject to any applicable Participation Thresholds). Any Person who acquires Equity Securities may be admitted to Holdings LLC as a Member pursuant to the terms of Section 10.2. In connection with any issuance of Units, the Person who acquires such Units shall execute a counterpart to this Agreement, accepting and agreeing to be bound by all terms and conditions hereof, and shall enter into such other documents, instruments and agreements to effect such purchase and evidence the terms and conditions thereof (including transfer restrictions, vesting and forfeiture or buyback provisions) as are required by the Manager (each, an "Equity Agreement"). Each Person who acquires Units from Holdings LLC shall in exchange for such Units make a Capital Contribution to Holdings LLC in an amount (which may be zero) to be determined by the Manager.

(iii) The Members intend that the Incentive Units authorized hereunder are to be an equity incentive pool for issuance to Executives that the Manager may allocate, and that Holdings LLC may issue all or a portion of the authorized Incentive Units to Executives, which issuance will dilute all of the Unitholders' share of residual distributions pursuant to Article IV (subject to any applicable Participation Thresholds). All Incentive Units will be issued pursuant to an Equity Agreement approved by the Manager, which Equity Agreement shall contain such provisions as the Manager shall determine, which may include, without limitation, (A) the forfeiture of, or the right of Holdings LLC or any or all of the Members and such other Persons as the Manager shall designate to repurchase from each holder thereof, all such Incentive Units issued in the event such Person ceases to be an Executive or upon such other conditions as determined by the Manager and (B) provisions regarding vesting of such Incentive Units, including upon the happening of certain events, upon the passage of a specified period of time,

upon the fulfillment of certain conditions or upon the achievement by Holdings LLC and its Subsidiaries of certain performance goals. Such Equity Agreements, taken together with this Agreement, are intended to qualify as a compensatory benefit plan within the meaning of Rule 701 of the Securities Act and the issuance of Incentive Units pursuant hereto is intended to qualify for the exemption from registration under the Securities Act provided by Rule 701; provided that the foregoing shall not restrict or limit Holdings LLC's ability to issue any Incentive Units pursuant to any other exemption from registration under the Securities Act available to Holdings LLC.

(c) Preemptive Rights.

(i) Except for issuances of:

(A) Class A Units and Incentive Units as set forth on the Schedule of Unitholders as of the date hereof;

(B) Equity Securities upon exercise or conversion or exchange of Equity Securities which were issued in compliance with this Section 3.1(c) or Equity Securities which were issued in an issuance which is exempt from this Section 3.1(c);

(C) Equity Securities pursuant to a reorganization into a Successor in accordance with Section 9.10 of this Agreement or otherwise pursuant to a Public Offering;

(D) Equity Securities in connection with third-party debt financings, refinancing, restructurings or similar transactions approved by the Manager;

(E) Equity Securities to Executives pursuant to incentive or other compensation plans, agreements or other agreements approved by the Manager (including Incentive Units);

(F) Equity Securities issued in connection with any transaction deemed to be "strategic" by the Manager (including a joint venture, merger, consolidation or other acquisition or disposition transaction); or

(G) Units issued in connection with any Unit split, Unit dividend or recapitalization of Holdings LLC;

if Holdings LLC sells any of its Equity Securities to any CoVant Investor or any CoVant Affiliated Person, then Holdings LLC shall offer to sell to each other Investor (other than any Excluded Holder) a portion of such Equity Securities equal to the quotient obtained by dividing (x) the number of Class A Units held by such Investor immediately prior to such proposed sale, by (y) the number of Class A Units outstanding immediately prior to such proposed sale (such Investor's "Proportional Share"). Each such Investor shall be entitled to purchase such Equity Securities at the most favorable price and on the most favorable terms as such Equity Securities are to be offered to any CoVant Investor or any CoVant Affiliated Person; provided that if any such CoVant Investor or CoVant Affiliated Person purchasing Equity Securities is also required to purchase other securities or other debt obligations of Holdings LLC or any of its Subsidiaries, each Investor exercising its rights pursuant to this Section 3.1(c) also shall be required to purchase the same strip of securities (on the same terms and conditions) that such other

Persons are required to purchase. The purchase price for all securities offered to the Investors hereunder shall be payable in cash or, to the extent consistent with the terms offered to any other Persons, installments over time or such other form of consideration as shall be agreed to and payable by any CoVant Investor and/or any CoVant Affiliated Person.

(ii) In order to exercise its purchase rights hereunder, an Investor must within 10 calendar days after receipt of written notice from Holdings LLC describing in reasonable detail the securities being offered, the purchase price thereof, the payment terms and such Investor's Proportional Share, deliver a written notice to Holdings LLC irrevocably exercising such Investor's purchase rights hereunder.

(iii) Upon the expiration of the offering periods described above, Holdings LLC shall be entitled to sell such securities which the Investors have not elected to purchase during the 120 calendar days following such expiration at a price not less and on other terms and conditions not materially more favorable in the aggregate to the purchasers thereof than that offered to the Investors. Any securities offered or sold by Holdings LLC after such 120-day period must be reoffered to the Investors pursuant to the terms of this Section 3.1(c).

(iv) Notwithstanding anything to the contrary set forth herein, in lieu of offering any Equity Securities to the eligible Investors pursuant to this Section 3.1(c) at the time such Equity Securities are offered and sold to any Person (including the CoVant Investors), Holdings LLC may comply with the provisions of this Section 3.1(c) by making an offer to sell to the eligible Investors that do not participate in the initial offering and sale their Proportional Share of such Equity Securities promptly after such an offer and sale is effected. In such event, for all purposes of this Section 3.1(c), each Investor's Proportional Share shall be determined taking into consideration the actual number of securities issued and sold to any other Person so as to achieve the same economic effect as if such offer would have been made prior to such offer and sale.

(v) The rights of the Investors under this Section 3.1(c) shall terminate upon the consummation of an initial Public Offering.

(d) Profits Interests. The Incentive Units are intended to be "profits interests" under IRS Revenue Procedure 93-27, IRS Revenue Procedure 2001-43 and IRS Notice 2005-43 and the provisions of this Agreement shall be interpreted and applied consistently therewith. In the event that Holdings LLC issues any Incentive Unit or other Equity Security intended to be a "profits interest" after the date hereof, the Manager may take such actions (including making appropriate adjustments to the terms of any such Incentive Unit or other Equity Security or otherwise amending the terms of this Agreement) in order for such Incentive Unit or other Equity Security to be treated as a "profits interest" as described in the immediately preceding sentence, including (i) establishing a threshold amount (at least equal to the Liquidation Value of such Incentive Unit or other Equity Security being issued) of cumulative Distributions that must be made pursuant to Section 4.2 (or any one or more subsections thereof) with respect to all or one or more specified classes of Units outstanding immediately prior to the issuance of such Incentive Unit or other Equity Security before such Incentive Unit or other Equity Security may receive any Distributions (such threshold amount, a "Participation Threshold"), (ii) authorizing a new series of Incentive Units or other Equity Securities (*e.g.*, Series 1 Incentive Units, Series 2 Incentive Units, Series 3 Incentive Units, etc.) and establishing a Participation Threshold applicable to all Incentive Units or other Equity Securities issued as part of such series or (iii) requiring that the recipient thereof pay Holdings LLC an amount per Incentive Unit or other Equity Security at least equal to the Liquidation Value thereof. Without limiting the generality of the foregoing, the Manager

shall also have the right at any time and from time to time to make equitable adjustments to the Participation Threshold applicable any Incentive Units or other Equity Securities in connection with changes to the capitalization or capital structure of Holdings LLC so as to achieve or maintain the economic results intended by this Agreement and any applicable Equity Agreement, including that such Incentive Units or other Equity Securities are "profits interests" when issued for United States federal income tax purposes. Except as otherwise determined by the Manager, any Unitholder who receives Incentive Units that are subject to a substantial risk of forfeiture within the meaning of Code Section 83 shall make a timely and effective election under Code Section 83(b) with respect to such Incentive Units. Holdings LLC and all Unitholders shall (i) treat such Incentive Units as outstanding for tax purposes, (ii) treat such Unitholder as a member of Holdings LLC for U.S. federal income tax purposes with respect to such Incentive Units and (iii) file all tax returns and reports consistently with the foregoing (except for non-U.S. federal returns or reports for which a different tax treatment is required by applicable law), and neither Holdings LLC nor any of its Unitholders will deduct any amount (as wages, compensation or otherwise) for the fair market value of such Incentive Units for U.S. federal income tax purposes.

(e) Certain Representations and Warranties. By executing this Agreement (or, after the date hereof, any counterpart or joinder to this Agreement) and in connection with the issuance at any time and from time to time of Equity Securities to such Unitholder, each Unitholder represents and warrants to Holdings LLC as follows:

(i) The Equity Securities being acquired by such Unitholder pursuant to this Agreement or otherwise will be or have been acquired for such Unitholder's own account and not with a view to, or intention of, distribution thereof in violation of the Securities Act or any applicable state securities laws, and the Equity Securities will not be disposed of in contravention of the Securities Act or any applicable state securities laws.

(ii) Such Unitholder is sophisticated in financial matters and is able to evaluate the risks and benefits of decisions respecting the investment in the Equity Securities and is either (A) an executive officer of Holdings LLC or a Subsidiary or Affiliate thereof or is a service provider knowledgeable about Holdings LLC and its Subsidiaries or (B) an "accredited investor" or "sophisticated investor" as such terms are defined under the Securities Act and the rules and regulations promulgated thereunder.

(iii) Such Unitholder is able to bear the economic and financial risk of his, her or its investment in the Equity Securities for an indefinite period of time because the Equity Securities have not been registered under the Securities Act or applicable state securities laws and are subject to substantial restrictions on transfer set forth herein and, therefore, cannot be sold unless subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available and in compliance with such restrictions on transfer.

(iv) Such Unitholder has had an opportunity to ask questions and receive answers concerning the terms and conditions of the offering of the Equity Securities and has had full access to such other information concerning Holdings LLC or any of its Subsidiaries or Affiliates as he, she or it has requested, such that such Unitholder has reviewed and evaluated all information necessary to assess the merits and risks of his, her or its investment in Holdings LLC.

(v) Such Unitholder has received and carefully read a copy of this Agreement. This Agreement and each of the other agreements contemplated hereby to be executed by such Unitholder (including any Employment Agreement or Equity Agreement, as applicable) constitute the legal, valid and binding obligation of such

Unitholder, enforceable in accordance with their terms, and the execution, delivery and performance of this Agreement and such other agreements do not and will not conflict with, violate or cause a breach of any agreement, contract or instrument to which such Unitholder is a party or any judgment, order or decree to which such Unitholder is subject.

(vi) Such Unitholder is a resident of the state, or if not a natural person has its principal place of business in the state, set forth under his, her or its name on the Schedule of Unitholders attached hereto.

(vii) Such Unitholder has been given the opportunity to consult with independent legal counsel regarding his, her or its rights and obligations under this Agreement and has consulted with such independent legal counsel regarding the foregoing (or, after carefully reviewing this Agreement, has freely decided not to consult with independent legal counsel), fully understands the terms and conditions contained herein and therein and intends for such terms to be binding upon and enforceable against him, her or it.

3.2 Capital Accounts.

(a) Maintenance of Capital Accounts. Holdings LLC shall maintain a separate Capital Account for each Unitholder according to the rules of Treasury Regulations Section 1.704-1(b)(2)(iv). Without limiting the foregoing, each Unitholder's Capital Account shall be adjusted:

(i) by adding any additional Capital Contributions made by such Unitholder in consideration for the issuance of Units;

(ii) by deducting any amounts paid to such Unitholder in connection with the redemption or other repurchase by Holdings LLC of Units;

(iii) by adding any Profits allocated in favor of such Unitholder and subtracting any Losses allocated in favor of such Unitholder; and

(iv) by deducting any distributions paid in cash or other assets to such Unitholder by Holdings LLC.

(b) Computation of Income, Gain, Loss and Deduction Items. For purposes of computing the amount of any item of Holdings LLC income, gain, loss or deduction to be allocated pursuant to Article IV and to be reflected in the Capital Accounts, the determination, recognition and classification of any such item shall be the same as its determination, recognition and classification for federal income tax purposes (including any method of depreciation, cost recovery or amortization used for this purpose); provided that:

(i) The computation of all items of income, gain, loss and deduction shall include those items described in Code Section 705(a)(1)(B) or Code Section 705(a)(2)(B) and Treasury Regulations Section 1.704-1(b)(2)(iv)(i), without regard to the fact that such items are not includable in gross income or are not deductible for federal income tax purposes;

(ii) If the Book Value of any Holdings LLC property is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(e) or (f), the amount of such adjustment

shall be taken into account as gain or loss from the disposition of such property and the amount of such gain or loss shall be allocated according to Section 4.3 to the holders of any Units who hold Units immediately prior to the event that causes the calculation of such gain or loss;

(iii) Items of income, gain, loss or deduction attributable to the disposition of Holdings LLC property having a Book Value that differs from its adjusted basis for tax purposes shall be computed by reference to the Book Value of such property;

(iv) Items of depreciation, amortization and other cost recovery deductions with respect to Holdings LLC property having a Book Value that differs from its adjusted basis for tax purposes shall be computed by reference to the property's Book Value in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g);

(v) To the extent an adjustment to the adjusted tax basis of any Holdings LLC asset pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis);

(vi) To the extent that Holdings LLC distributes any asset in kind to the Unitholders, Holdings LLC shall be deemed to have realized Profits or Losses thereon in the same manner as if Holdings LLC had sold such asset for an amount equal to the Fair Market Value of such asset or, if greater and otherwise required by the Code, the amount of debts to which such asset is subject; and

(vii) This Section 3.2 shall be applied in a manner consistent with the principles of Proposed Treasury Regulations Sections 1.704-1(b)(2)(iv)(*d*), (*f*)(1), (*h*)(2) and (*s*).

3.3 Negative Capital Accounts. No Unitholder shall be required to pay to any other Unitholder or Holdings LLC any deficit or negative balance which may exist from time to time in such Unitholder's Capital Account (including upon and after dissolution of Holdings LLC).

3.4 No Withdrawal. No Person shall be entitled to withdraw any part of such Person's Capital Contributions or Capital Account or to receive any Distribution from Holdings LLC, except as expressly provided herein.

3.5 Loans from Unitholders. Loans from Unitholders to Holdings LLC shall not be considered Capital Contributions. If any Unitholder shall loan funds to Holdings LLC in excess of the amounts required hereunder to be contributed by such Unitholder to the capital of Holdings LLC, the making of such loans shall not result in any increase in the amount of the Capital Account of such Unitholder. The amount of any such loans shall be a debt of Holdings LLC to such Unitholder and shall be payable or collectible in accordance with the terms and conditions upon which such loans are made.

3.6 Distributions In-Kind. To the extent that Holdings LLC distributes property in-kind to the Unitholders, Holdings LLC shall be treated as making a distribution equal to the Fair Market Value of such property for purposes of Section 4.2 and such property shall be treated as if it were sold for an amount equal to its Fair Market Value and any resulting gain or loss shall be allocated to the Unitholders' Capital Accounts in accordance with Section 4.3 and Section 4.4.

3.7 Adjustments to Book Value. In the Manager's discretion, Holdings LLC may adjust the Book Value of its assets to Fair Market Value in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(*f*) and (*g*) as of the dates permitted therein. Any such increase or decrease in Book Value of an asset shall be allocated as a Profit or Loss to the Capital Accounts of the Unitholders under Section 4.3 (determined immediately prior to the event giving rise to the revaluation).

3.8 Compliance With Treasury Regulations Section 1.704-1(b). The provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such Treasury Regulations. In the event the Manager shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including debits or credits relating to liabilities which are secured by contributed or distributed property or which are assumed by Holdings LLC or any Unitholder), are computed in order to comply with such Treasury Regulations, the Manager may make such modification. The Manager also shall (a) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Unitholders and the amount of Holdings LLC capital reflected on Holdings LLC's balance sheet, as computed for book purposes, in accordance with Treasury Regulations Section 1.704-1(b)(iv)(*g*), and (b) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

3.9 Transfer of Capital Accounts. If a Unitholder Transfers an interest in Holdings LLC to a new or existing Unitholder, the transferee Unitholder shall succeed to that portion of the transferor's Capital Account that is attributable to the transferred interest. Any reference in this Agreement to a Capital Contribution of or Distribution to a Unitholder that has succeeded any other Unitholder shall include any Capital Contributions or Distributions previously made by or to the former Unitholder on account of the Units of such former Unitholder transferred to such Unitholder.

ARTICLE IV

DISTRIBUTIONS; ALLOCATIONS OF PROFITS AND LOSSES; CLASS A UNIT TERMS

4.1 Distributions Generally. Subject to the provisions of the Delaware Act and the provisions of this Article IV and the provisions of any other agreement to which Holdings LLC may be bound, the Manager shall have sole discretion regarding the amounts and timing of Distributions to Unitholders.

4.2 Distributions. Subject to Section 4.1 and in addition to the obligation of Holdings LLC to make Tax Distributions pursuant to Section 4.6, the Manager may (but shall not be obligated to) make Distributions at any time or from time to time, but each such Distribution (including all liquidating Distributions made pursuant to Section 12.2) shall be made only to the holders of Class A Units and Incentive Units (ratably among such holders based upon the number of Class A Units and Incentive Units held by each such holder immediately prior to such Distribution and then entitled to receive Distributions pursuant to the immediately following proviso); provided, that the holders of Incentive Units with a particular Participation Threshold shall be entitled to receive amounts under this Section 4.2 (and such Incentive Units shall be treated as outstanding for purposes of determining each holder's ratable share of such amounts under this Section 4.2), if ever, only to the extent that a cumulative amount has been distributed pursuant to this Section 4.2 from and after the date such Incentive Units were issued in satisfaction of such Incentive Units' Participation Threshold (and, for the avoidance of doubt, if such amount has been so-distributed, such Incentive Units shall only be entitled to share in Distributions to the extent exceeding their Participation Threshold). Any determination of the value or price of Units in connection with any Transfer or Liquidity Event shall reflect and give effect to the foregoing provisions of this Section 4.2.

Notwithstanding the foregoing, the portion of any Distribution (other than, for the avoidance of doubt, any portion of a Tax Distribution) that otherwise would be made with respect to any Unvested Incentive Unit pursuant to Section 4.2 (if such Unvested Incentive Unit were vested) shall be treated as Distributed for purposes of this Section 4.2 (but not for the purposes of Distributions pursuant to Section 12.2 or otherwise in connection with any Liquidity Event, to the extent any Unvested Incentive Unit would not become a Vested Incentive Unit in connection with the corresponding Liquidity Event) but shall be held in reserve by Holdings LLC or its Subsidiaries (the "Reserve Amount") until such Unvested Incentive Unit either (i) vests (unless a later time is expressly specified in any applicable Equity Agreement), in which case the Reserve Amount attributable to such Unit shall be distributed to the Holder of such Unit, or (ii) expires or is forfeited, cancelled, repurchased or otherwise acquired by Holdings LLC or its Subsidiaries, in which case the Reserve Amount attributable to such Unit shall be distributed among the Holders of Class A Units and Incentive Units in accordance with Section 4.2 (subject to the holdback terms of this sentence with respect to any other Unvested Incentive Units).

4.3 Allocation of Profits and Losses. After applying Section 4.4, all remaining Profits or Losses for any Fiscal Year shall be allocated among the Unitholders in such a manner as to reduce or eliminate, to the extent possible, any difference, as of the end of such Fiscal Year, between (a) the sum of (i) the Capital Account of each Unitholder, (ii) such Unitholder's share of Company Minimum Gain (as determined according to Treasury Regulations Section 1.704-2(g)), and (iii) such Unitholder's Holder Minimum Gain (as defined in Treasury Regulations Section 1.704-2(i)(2)) and (b) the respective net amounts, positive or negative, which would be distributed to them or for which they would be liable to Holdings LLC under the Delaware Act, determined as if Holdings LLC were to (x) liquidate the assets of Holdings LLC for an amount equal to their Book Value and (y) distribute the proceeds of liquidation pursuant to Section 12.2. For purposes of this Section 4.3, all Unvested Incentive Units shall be deemed to be Vested Incentive Units. The Unitholders acknowledge that allocations like those described in Proposed Treasury Regulations Section 1.704-1(b)(4)(xii)(c) ("Forfeiture Allocations") result from the allocations of Profits and Losses provided for in this Agreement. For the avoidance of doubt, Holdings LLC is entitled to make Forfeiture Allocations, and, once required by applicable final or temporary guidance, allocations of Profits and Losses will be made in accordance with Proposed Treasury Regulations Section 1.704-1(b)(4)(xii)(c) or any successor provision or guidance.

4.4 Regulatory and Special Allocations.

(a) Company Minimum Gain Chargeback. If there is a net decrease in Holdings LLC's Company Minimum Gain during any Taxable Year, each Unitholder shall be specially

allocated Profits for such Taxable Year (and, if necessary, subsequent Taxable Years) in an amount equal to such Unitholder's share of the net decrease in Holdings LLC's Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 4.4(a) is intended to comply with the minimum gain chargeback requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Holder Nonrecourse Debt Minimum Gain Chargeback. Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Holder Minimum Gain during any Taxable Year, each Unitholder that has a share of such Holder Minimum Gain shall be specially allocated Profits for such Taxable Year (and, if necessary, subsequent Taxable Years) in an amount equal to that Unitholder's share of the net decrease in Holder Minimum Gain. Items to be allocated pursuant to this paragraph shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 4.4(b) is intended to comply with the minimum gain chargeback requirements in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) Qualified Income Offset. If any Unitholder unexpectedly receives any adjustments, allocations or Distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), Profits shall be specially allocated to such Unitholder in an amount and manner sufficient to eliminate the adjusted capital account deficit (determined according to Treasury Regulations Section 1.704-1(b)(2)(ii)(d)) created by such adjustments, allocations or Distributions as quickly as possible. This Section 4.4(c) is intended to comply with the qualified income offset requirement in Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(d) Nonrecourse Deductions. Holdings LLC's nonrecourse deductions (as determined according to Treasury Regulations Section 1.704-2(b)(1)) for any Fiscal Year shall be allocated to the Unitholders ratably in accordance with their ownership of Class A Units and Incentive Units. Holder Nonrecourse Deductions shall be allocated in the manner required by Treasury Regulations Section 1.704-2(i).

(e) Ordering Rules. Notwithstanding anything contained in this Agreement to the contrary, allocations for any Fiscal Year or other period of nonrecourse deductions and Holder Nonrecourse Deductions (pursuant to Section 4.4(d)) or of items required to be allocated pursuant to the minimum gain chargeback requirements contained in Section 4.4(a) and Section 4.4(b), shall be made before any other allocations hereunder.

(f) Excess Nonrecourse Liabilities. For purposes of determining a Unitholder's share of the "excess nonrecourse liabilities" of Holdings LLC within the meaning of Treasury Regulations Section 1.752-3(a)(3), the Unitholder's share of Holdings LLC Profits will be deemed to be in proportion to such Unitholder's ownership of Class A Units and Incentive Units.

(g) Reallocation. The allocations set forth in Section 4.4(a) through 4.4(d) (the "Regulatory Allocations") are intended to comply with certain requirements of the Treasury Regulations under Code Section 704. The Regulatory Allocations may not be consistent with the manner in which the Unitholders intend to allocate Profits and Losses or make Distributions. Accordingly, notwithstanding the other provisions of this Article IV, but subject to the Regulatory Allocations, income, gain, deduction and loss shall be reallocated among the Unitholders so as to eliminate the effect of the Regulatory Allocations and thereby to cause the respective Capital Accounts of the Unitholders to be in the amounts (or as close thereto as

possible) they would have been if Profits and Losses (and such other items of income, gain, deduction and loss) had been allocated without reference to the Regulatory Allocations. In general, the Unitholders anticipate that this will be accomplished by specially allocating other Profits and Losses (and such other items of income, gain, deduction and loss) among the Unitholders so that the net amount of the Regulatory Allocations and such special allocations to each such Unitholder is zero.

4.5 Tax Allocations.

(a) Except as provided in Section 4.5(b), for federal, state and local income tax purposes, each item of income, gain, loss or deduction shall be allocated among the Unitholders in the same manner and in the same proportion that the corresponding book items have been allocated among the Unitholders' respective Capital Accounts; provided that, if any such allocation is not permitted by the Code or other applicable law, then each subsequent item of income, gains, losses, deductions and credits will be allocated among the Unitholders so as to reflect as nearly as possible the allocation set forth herein in computing their Capital Accounts.

(b) In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of Holdings LLC shall, solely for tax purposes, be allocated among the Unitholders so as to take account of any variation between the adjusted basis of such asset for federal income tax purposes and its initial Book Value. Such allocations shall be made using any reasonable method specified in Treasury Regulations Section 1.704-3 as the Manager determines. In the event the Book Value of any Holdings LLC asset is adjusted pursuant to Section 3.7, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take into account any variation between the adjusted basis of such asset for federal income tax purposes and its Book Value using any method the Manager determines; provided that such method shall be a method acceptable under the Code and the Treasury Regulations.

4.6 Tax Distributions.

(a) Notwithstanding anything to the contrary contained in Section 4.2, beginning with the quarter ending June 30, 2014, Holdings LLC shall distribute four times per year (no later than the date on which federal quarterly estimated tax payments are due) to each Unitholder an amount of cash equal to such Unitholder's Quarterly Estimated Tax Amount for such quarter of the Taxable Year (each, a "Tax Distribution") unless such amount is zero. Tax Distributions made pursuant to this Section 4.6 shall be treated as an advance against any Distributions to be made pursuant to Section 4.2 to the extent that taxable income allocations in respect thereof gave rise to such Tax Distributions.

(b) A Unitholder's "Tax Amount" for a Taxable Year shall be equal to (i) the product of (A) the Applicable Tax Rate, multiplied by (B) an amount equal to the net taxable income of the Company for such Taxable Year allocated to the Unitholder with respect to its Units pursuant to this Agreement (and, in the Manager's sole discretion, such net taxable income shall be calculated without regard to any tax basis step up in the assets of Holdings LLC or any of its Subsidiaries attributable to the transactions contemplated by the Acquisition Agreement). The amounts in respect of tax withholding on payments to or from Holdings LLC for which Unitholders (or owners directly or indirectly of such Unitholders) are credited under applicable tax law shall be credited against payments of the Tax Amount to such Unitholder. A Unitholder's Tax Amount shall be determined initially by the Manager on the basis of figures set forth on Internal Revenue Service Form 1065 filed by Holdings LLC and the similar state or local forms

filed by Holdings LLC but shall be subject to subsequent adjustment pursuant to audit, litigation, settlement, amended return or the like.

(c) An "Estimated Tax Amount" for a Taxable Year (or fiscal period) shall be a Unitholder's Tax Amount for such Taxable Year (or fiscal period) as estimated from time to time by the Manager. A Unitholder's "Quarterly Estimated Tax Amount" for any quarter of a Taxable Year shall be equal to the excess of (i) the product of (A) ¼ in the case of the first quarter of the Taxable Year, ½ in the case of the second quarter of the Taxable Year, ¾ in the case of the third quarter of the Taxable Year or 1 in the case of the fourth quarter of the Taxable Year, multiplied by (B) such Unitholder's Estimated Tax Amount for such Taxable Year, over (ii) all prior Distributions of Quarterly Estimated Tax Amounts with respect to such Taxable Year. For each Taxable Year, (i) the excess (if any) of (A) a Unitholder's actual Tax Amount based on the taxable income reflected on such Unitholder's Schedule K-1 (or which would have been reflected on such Schedule K-1 if the Manager were to have exercised its discretion pursuant to the parenthetical in Section 4.6(b)) over (B) the total Tax Distributions received by such Unitholder in respect of the applicable Taxable Year shall be distributed and treated as a Tax Distribution for all purposes to such Unitholder on the Tax Distribution date next following the issuance of Schedule K-1, and (ii) conversely, the excess (if any) of (A) a Unitholder's total Tax Distributions received by such Unitholder in respect of the applicable Tax Year over (B) such Unitholder's actual Tax Amount based on the taxable income reflected on such Unitholder's Schedule K-1 (or which would have been reflected on such Schedule K-1 if the Manager were to have exercised its discretion pursuant to the parenthetical in Section 4.6(b)) shall be credited against and reduce the amount to be distributed to such Unitholder on the Tax Distribution date(s) next following the issuance of the Schedule K-1.

4.7 Section 754 Election. The Manager may elect to adjust the basis of the assets of Holdings LLC for federal income tax purposes in accordance with Code Section 754.

4.8 Indemnification and Reimbursement for Payments on Behalf of a Unitholder. If Holdings LLC is required by law to, or as part of a closing agreement with a Governmental Entity does, make any payment to a Governmental Entity that is specifically attributable to a Unitholder (including income allocable to such Unitholder) or a Unitholder's status as such (including federal withholding taxes, state personal property taxes and state unincorporated business taxes), then such Unitholder shall indemnify and contribute to Holdings LLC in full for the entire amount paid (including interest, penalties and related expenses). The Manager may offset Distributions to which a Unitholder is otherwise entitled under this Agreement against such Unitholder's obligation to indemnify Holdings LLC under this Section 4.8. A Unitholder's obligation to indemnify and make contributions to Holdings LLC under this Section 4.8 shall survive the termination, dissolution, liquidation and winding up of Holdings LLC, and for purposes of this Section 4.8, Holdings LLC shall be treated as continuing in existence.

ARTICLE V

MANAGEMENT

5.1 Authority of Manager.

(a) Sole Authority. Except for situations in which the approval of one or more of the Members is required by the express terms of this Agreement or any other agreement to which Holdings LLC may be bound, and subject to the provisions of this Section 5.1, (i) the Manager shall conduct, direct and exercise full control over all activities of Holdings LLC (including, subject to Section 3.1(c), all decisions relating to the issuance of additional Equity Securities of Holdings LLC and the issuance, voting and sale of, and the exercise of other rights with respect

to, the Equity Securities of its Subsidiaries), (ii) all management powers over the business and affairs of Holdings LLC shall be exclusively vested in the Manager, and (iii) the Manager shall have the sole power to bind or take any action on behalf of Holdings LLC, or to exercise any rights and powers (including the rights and powers to take certain actions, give or withhold certain consents or approvals, or make certain determinations, opinions, judgments, or other decisions) granted to Holdings LLC under this Agreement or any other agreement, instrument, or other document to which Holdings LLC is a party.

(b) Certain Actions. Without limiting the generality of the foregoing but subject to the terms of any other agreement to which Holdings LLC may be bound:

(i) the Manager shall exercise all rights and powers of Holdings LLC (whether such rights and powers are granted to Holdings LLC under the terms of an agreement to which Holdings LLC is a party, or arise as a result of Holdings LLC's ownership of securities or otherwise) to amend or consent to an amendment, modification, or waiver of the Employment Agreements, the Equity Agreements, this Agreement or Holding LLC's or any of its Subsidiaries' operating agreement or other constituent documents and to take actions, give or withhold consents or approvals, waive or require the satisfaction of conditions, or make determinations, opinions, judgments, or other decisions which are granted to Holdings LLC or any of its Subsidiaries under the Equity Agreements or the Holdings LLC's or any other Subsidiary's operating agreement or other constituent documents;

(ii) subject only to the provisions of Section 9.4 and the remainder of this Agreement and the terms of any other agreement to which Holdings LLC may be bound, the Manager shall have sole discretion and right to enter into any agreement regarding, and have sole authority to approve on behalf of Holdings LLC and all of the Unitholders, a Sale of Holdings LLC or any merger, consolidation or other acquisition, disposition, reorganization or recapitalization transaction involving Holdings LLC or any of its Subsidiaries; and

(iii) the Manager shall have the right to determine the timing and amount and other terms of any equity investment in Holdings LLC and to effect amendments to this Agreement in order to effectuate such equity investments.

5.2 No Board. Unless otherwise determined by the Manager to be necessary for the proper and effective functioning of Holdings LLC, Holdings LLC shall have no board of directors or similar governing body.

5.3 Delegation of Authority. The Manager may, from time to time, delegate to one or more Persons (including any Member or any member, manager, officer or other authorized person of the Manager) such authority and duties as the Manager may deem advisable; provided that no Person shall be delegated the power to take any action that would violate the express terms of this Agreement. Any delegation pursuant to this Section 5.3 may be revoked at any time by the Manager in the Manager's sole discretion.

5.4 Purchase of Equity Securities. Subject to the provisions of this Agreement and the terms of any other agreement to which Holdings LLC may be bound, the Manager may cause Holdings LLC to purchase or otherwise acquire Holding LLC's Equity Securities; provided that this Section 5.4 shall not in and of itself obligate any Unitholder to sell any Equity Securities to Holdings LLC. So long as any such Equity Securities are owned by Holdings LLC such Equity Securities will not be considered outstanding for any purpose.

5.5 Limitation of Liability.

(a) Waiver of Liability. Except as otherwise provided herein or in any agreement entered into by such Person and Holdings LLC or any of its Subsidiaries and to the maximum extent permitted by the Delaware Act, no Person presently or formerly serving as the Manager nor any such Person's Affiliates, employees, agents or representatives shall be liable to Holdings LLC or to any Member for any act or omission performed or omitted by such Person in its capacity as the Manager; provided that, except as otherwise provided herein, such limitation of liability shall not apply to the extent the act or omission was attributable to such Person's gross negligence, willful misconduct, bad faith, fraud or knowing violation of law, in each case as determined by a final judgment, order or decree of an arbitrator or a court of competent jurisdiction (which is not appealable or with respect to which the time for appeal therefrom has expired and no appeal has been perfected). The Manager shall be entitled to rely upon the advice of legal counsel, independent public accountants and other experts, including financial advisors, and any act of or failure to act by the Manager in good faith reliance on such advice shall in no event subject the Manager or any of the Manager's Affiliates, employees, agents or representatives to liability to Holdings LLC or any Member.

(b) Manager Discretion. Whenever in this Agreement or any other agreement contemplated herein the Manager is permitted or required to take any action or to make a decision or determination, the Manager shall take such action or make such decision or determination in its sole discretion, unless another standard is expressly set forth herein or therein. Whenever in this Agreement or any other agreement contemplated herein the Manager is permitted or required to take any action or to make a decision or determination in its "sole discretion" or "discretion," with "complete discretion" or under a grant of similar authority or latitude, the Manager shall be entitled to consider such interests and factors as the Manager desires (including the interests of the Manager's Affiliates as Unitholders), so long as the Manager does not act in bad faith.

(c) Good Faith and Other Standards. Whenever in this Agreement or any other agreement contemplated herein the Manager is permitted or required to take any action or to make a decision or determination in its "good faith" or under another express standard, the Manager shall act under such express standard and, to the extent permitted by applicable law, shall not be subject to any other or different standards imposed by this Agreement or any other agreement contemplated herein, and, notwithstanding anything contained herein to the contrary, so long as the Manager acts in good faith, the resolution, action or terms so made, taken or provided by the Manager shall not constitute a breach of this Agreement or any other agreement contemplated herein or impose liability upon the Manager or any of the Manager's Affiliates, employees, agents or representatives. With respect to any action taken or decision or determination made the Manager, it shall be presumed that the Manager acted in good faith and in compliance with this Agreement and the Delaware Act and any Person bringing, pleading or prosecuting any claim with respect to any action taken or decision or determination made by the Manager shall have the burden of overcoming such presumption; provided that, for the avoidance of doubt, this sentence shall not be deemed to increase or place any duty of care or loyalty on the Manager.

(d) Limitation of Duties; Conflict of Interest. To the maximum extent permitted by applicable law, Holdings LLC and each Member and Unitholder hereby waives any claim or cause of action against the Manager and each Member (other than claims or causes of action against any Executive Member or Executive serving as the Manager in his or her capacity as an officer, employee or service-provider of Holdings LLC or any of its Subsidiaries) and their respective Affiliates, employees, agents and representatives for any breach of any fiduciary duty to Holdings LLC or its Members or Unitholders or any of Holdings LLC's Subsidiaries by any such Person, including as may result from any conflict of interest, including a conflict of interest between Holdings LLC or its Members or Unitholders or any of Holdings LLC's Subsidiaries and such Person or otherwise, any breach of loyalty or any breach of the duty of care; provided that, with respect to actions or omissions by the Manager, such waiver shall not

apply to the extent the act or omission was attributable to the Manager's gross negligence, willful misconduct, bad faith, fraud or knowing violation of law, in each case as determined by a final judgment, order or decree of an arbitrator or a court of competent jurisdiction (which is not appealable or with respect to which the time for appeal therefrom has expired and no appeal has been perfected). Each Member and Unitholder acknowledges and agrees that in the event of any such conflict of interest, each such Person (in the absence of bad faith) may act in the best interests of such Person or its Affiliates, employees, agents and representatives. Neither the Manager nor any Member (other than any Executive Member or Executive serving as the Manager in his or her capacity as an officer, employee or service-provider of Holdings LLC or any of its Subsidiaries) shall be obligated to give any consideration to any interest of or factors affecting Holdings LLC or any of its Subsidiaries or Holdings LLC's Members or Unitholders, or to recommend or take any action in its capacity as a Manager or Member that prefers the interests of Holdings LLC or any of its Subsidiaries or Holdings LLC's Members or Unitholders over the interests of such Person or its Affiliates, employees, agents or representatives, and each of Holdings LLC and each Member and Unitholder hereby waives the fiduciary duty, if any, of such Person to Holdings LLC and/or its Members and/or Unitholders, including in the event of any such conflict of interest or otherwise; provided that, with respect to actions or omissions by the Manager, such waiver shall not apply to the extent the act or omission was attributable to the Manager's gross negligence, willful misconduct, bad faith, fraud or knowing violation of law, in each case as determined by a final judgment, order or decree of an arbitrator or a court of competent jurisdiction (which is not appealable or with respect to which the time for appeal therefrom has expired and no appeal has been perfected). The provisions of this Agreement, to the extent that they restrict the duties (including fiduciary duties) and liabilities of an Indemnified Person otherwise existing at law or in equity, are agreed by Holdings LLC, each Member and each Unitholder to replace such other duties and liabilities of such Indemnified Person. Except as expressly set forth herein or in another agreement between such Indemnified Person and Holdings LLC or any of its subsidiaries, to the fullest extent permitted by applicable law no Indemnified Person will have any fiduciary duties to Holdings LLC, any Member or any Unitholder, and will otherwise not have any obligations other than such obligations as specifically provided by this Agreement or any such other agreement.

(e) Designation and Duties of Officers. The Manager may from time to time designate individuals as officers of Holdings LLC, and any such officers shall have such authority and perform such duties as the Manager may from time to time delegate to them and shall serve at the will of the Manager. The officers of Holdings LLC and its Subsidiaries, in the performance of their duties as such, shall owe to Holdings LLC and its Subsidiaries fiduciary duties (including of loyalty and due care) of the type owed by the officers of a corporation to such corporation and its stockholders under the laws of the State of Delaware.

(f) Effect on Other Agreements. This Section 5.5 shall not in any way affect, limit or modify any Person's duties, liabilities or obligations under any Equity Agreement, Employment Agreement, confidentiality agreement, non-competition agreement, non-solicitation agreement or any similar agreement with Holdings LLC or any of its Subsidiaries.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF UNITHOLDERS AND MEMBERS

6.1 Limitation of Liability; Return of Distributions. Except as otherwise provided by the Delaware Act, the debts, obligations and liabilities of Holdings LLC, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of Holdings LLC, and no Unitholder, Member or Manager shall be obligated personally for any such debt, obligation or liability of Holdings LLC solely by reason of being a Unitholder or acting as a Member or Manager, other than such Unitholder's obligation to make Capital Contributions to Holdings LLC pursuant to the terms and

conditions hereof, any Equity Agreement or any other agreement respecting the issuance and sale or grant of Equity Securities. Except as expressly set forth in this Agreement or as otherwise required by law, no Unitholder will be obligated by this Agreement to return any Distribution or Tax Distribution to Holdings LLC or pay the amount of any Distribution or Tax Distribution for the account of Holdings LLC or to any creditor of Holdings LLC; provided that a Unitholder shall be required to return to Holdings LLC any Distribution or Tax Distribution made to it in clear and manifest accounting or similar error. Notwithstanding the foregoing sentence, if any court of competent jurisdiction holds that, notwithstanding this Agreement, any Unitholder is obligated to return or pay any part of any Distribution or Tax Distribution, then such obligation will bind such Unitholder alone and not any other Unitholder or the Manager; provided that if any Unitholder is required to return all or any portion of any Distribution or Tax Distribution under circumstances that are not unique to such Unitholder but that would have been applicable to other Unitholders if such Unitholders had been named in the action against the Unitholder in question (such as where a Distribution or Tax Distribution was made to all Unitholders and rendered Holdings LLC insolvent, but only one Unitholder was sued for the return of such Distribution or Tax Distribution), then the Unitholder that was required to return or repay the Distribution or Tax Distribution (or any portion thereof) will be entitled to reimbursement from the other Unitholders that were not required to return the Distribution or Tax Distribution made to them based on each such Unitholder's share of the Distribution or Tax Distribution in question. The provisions of the immediately preceding sentence are solely for the benefit of the Unitholders and will not be construed as benefiting any third party. The amount of any Distribution or Tax Distribution returned to Holdings LLC by a Unitholder or paid by a Unitholder for the account of Holdings LLC or to a creditor of Holdings LLC will be added to the account or accounts from which it was subtracted when it was distributed to such Unitholder. The preceding sentences of this Section 6.1 shall constitute a compromise to which all Unitholders have consented within the meaning of the Delaware Act. Notwithstanding anything contained herein to the contrary, the failure of Holdings LLC to observe any formalities or requirements relating to the exercise of its powers or management of its business and affairs under this Agreement or the Delaware Act shall not be grounds for imposing personal liability on the Unitholders, Members or the Manager for liabilities of Holdings LLC, except to the extent constituting fraud or willful misconduct by any such Unitholders, Members or the Manager.

6.2 Lack of Authority. No Unitholder or Member in its capacity as such has the authority or power to act for or on behalf of Holdings LLC, to bind Holdings LLC or do any act that would be (or could be construed as) binding on Holdings LLC or to make any expenditures on behalf of Holdings LLC, in each case in any manner or way, unless such specific authority has been expressly granted to and not revoked from such Member by the Manager, and the Unitholders and Members hereby consent to the exercise by the Manager of the powers conferred on it by law and this Agreement.

6.3 No Right of Partition. No Unitholder or Member shall have the right to seek or obtain partition by court decree or operation of law of any Holdings LLC property, or the right to own or use particular or individual assets of Holdings LLC.

6.4 Indemnification.

(a) Generally. Subject to Section 4.8, Holdings LLC hereby agrees to indemnify and hold harmless any Person (each an "Indemnified Person") to the fullest extent permitted under the Delaware Act, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement only to the extent that such amendment, substitution or replacement permits Holdings LLC to provide broader indemnification rights than Holdings LLC is providing immediately prior to such amendment), against all expenses, liabilities and losses (including attorney fees, judgments, fines, excise taxes or penalties) reasonably incurred or suffered by such Person (or one or more of such Person's Affiliates) by reason of the fact that such Person is or was a Unitholder or Member or is or was

serving as the Manager or as an officer, director, principal, partner or member of Holdings LLC or any of its Subsidiaries or is or was serving at the request of Holdings LLC as a managing member, manager, officer, director, principal, partner or member of another corporation, partnership, joint venture, limited liability company, trust or other enterprise if, in each case, and unless otherwise determined by the Manager, such Indemnified Person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of Holdings LLC and its Subsidiaries and not in violation of the express terms of this Agreement, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful; provided that (i) no Indemnified Person shall be indemnified for any expenses, liabilities and losses suffered that are attributable to such Indemnified Person's or its Affiliates' (excluding, for purposes hereof, Holdings LLC's and its Subsidiaries') present or future breaches of any representations, warranties or covenants by such Indemnified Person or its Affiliates' (excluding, for purposes hereof, Holdings LLC's and its Subsidiaries'), employees, agents or representatives contained herein or in any other agreement with Holdings LLC or any of its Subsidiaries and (ii) unless the Manager otherwise determines, no Indemnified Person shall be entitled to indemnification hereunder with respect to a proceeding initiated by such Indemnified Person or with respect to a proceeding between such Person on the one hand and any of Holdings LLC or any of its Subsidiaries on the other. Expenses, including attorneys' fees and expenses, incurred by any such Indemnified Person in defending a proceeding shall be paid by Holdings LLC in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amount if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by Holdings LLC.

(b) Nonexclusivity of Rights. The right to indemnification and the advancement of expenses conferred in this Section 6.4 shall not be exclusive of any other right which any Person may have or hereafter acquire under any statute, agreement, law, vote of the Manager or otherwise. The Manager may grant any rights comparable to those set forth in this Section 6.4 to any employee, agent or representative of Holdings LLC or such other Persons as it may determine. Without limiting the foregoing, Holdings LLC and each Unitholder hereby acknowledges that one or more of the Indemnified Persons may have certain rights to indemnification, advancement of expenses and/or insurance provided by an Affiliated Institution. Holdings LLC and each Unitholder hereby agrees that, with respect to any such Indemnified Persons, Holdings LLC (i) is, relative to each Affiliated Institution, the indemnitor of first resort (*i.e.*, its obligations to the applicable Indemnified Person under this Agreement are primary and any duplicative, overlapping or corresponding obligations of an Affiliated Institution are secondary), (ii) shall be required to make all advances and other payments under this Agreement, and shall be fully liable therefor, without regard to any rights any Indemnified Person may have against his or her Affiliated Institution, and (iii) irrevocably waives, relinquishes and releases any such Affiliated Institution from any and all claims against such Affiliated Institution for contribution, subrogation or any other recovery of any kind in respect thereof. Holdings LLC further agrees that no advancement or payment by an Affiliated Institution on behalf of an Indemnified Person with respect to any claim for which such Indemnified Person has sought indemnification from Holdings LLC shall affect the foregoing and any such Affiliated Institution shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of any such applicable Indemnified Person against Holdings LLC. Holdings LLC and each Unitholder agree that each Affiliated Institution is an express third party beneficiary of the terms of this Section 6.4(b).

(c) Insurance. Holdings LLC may maintain insurance, at the expense of Holdings LLC or any of its Subsidiaries, to protect any Indemnified Person against any expense, liability or

loss described in Section 6.4(a) whether or not Holdings LLC would have the power to indemnify such Indemnified Person against such expense, liability or loss under the provisions of this Section 6.4.

(d) Limitation. Notwithstanding anything contained herein to the contrary (including in this Section 6.4), any indemnity by Holdings LLC relating to the matters covered in this Section 6.4 shall be provided out of and to the extent of Holdings LLC assets only, and no Unitholder (unless such Unitholder otherwise agrees in writing or is found in a final decision by a court of competent jurisdiction to have personal liability on account thereof) shall have personal liability on account thereof or shall be required to make additional Capital Contributions to help satisfy such indemnity of Holdings LLC (except as expressly provided herein).

(e) Savings Clause. If this Section 6.4 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then Holdings LLC shall nevertheless indemnify and hold harmless each Indemnified Person pursuant to this Section 6.4 to the fullest extent permitted by any applicable portion of this Section 6.4 that shall not have been invalidated and to the fullest extent permitted by applicable law.

6.5 Members Right to Act. Except as expressly and specifically provided in this Agreement, or as otherwise required under the Delaware Act, the Members shall have no right to vote on any Holdings LLC matter. For situations for which the approval of the Members generally (rather than the approval of the Manager or a particular group of Members) is specifically and expressly required by this Agreement or by applicable law, the Members shall act through meetings and written consents as described in this Section 6.5. Except as otherwise provided herein and as otherwise required by applicable law, (i) each Member holding Class A Units shall be entitled to one vote per Class A Unit held by such Member on all matters to be voted on by the Members, and (ii) the Members holding Incentive Units shall not be entitled to vote with respect to such Incentive Units on any matter to be voted on by the Members. The actions by the Members permitted hereunder may be taken at a meeting called by the Manager or by Members holding Units entitled to a majority of the votes to be cast or to provide consent to the matter on at least five days' prior written notice to the Members entitled to vote or consent thereon, which notice shall state the purpose or purposes for which such meeting is being called. The actions taken by the Members entitled to vote or consent at any meeting (as opposed to by written consent), however called and noticed, shall be as valid as though taken at a meeting duly held after regular call and notice if (but not until), either before, at or after the meeting, the Members entitled to vote or consent as to whom it was improperly held signs a written waiver of notice or a consent to the holding of such meeting or an approval of the minutes thereof. The actions by the Members entitled to vote or consent may be taken by vote of the Members entitled to vote or consent at a meeting by written consent (without a meeting and without a vote) so long as such consent is signed by the Members having not less than the minimum number of Units that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. Prompt notice of the action so taken without a meeting shall be given to those Members entitled to vote or consent who have not consented in writing. Any action taken pursuant to such written consent of the Members shall have the same force and effect as if taken by the Members at a meeting thereof.

6.6 Investment Opportunities and Conflicts of Interest. Each Executive Member shall, and shall cause each of its Affiliates to, bring all investment or business opportunities to Holdings LLC of which any of the foregoing become aware and which they believe are, or may be, within the scope and investment objectives related to the Business, which would or may be beneficial to the business of Holdings LLC or any of its Subsidiaries, or are otherwise competitive with the business of Holdings LLC or any of its Subsidiaries. The Unitholders expressly acknowledge and agree that, subject to the terms of any other agreement to which they may be bound, (i) the CoVant Investors and the CoVant Affiliated Persons are permitted to have, and may presently or in the future have, investments or other business

relationships with entities engaged in the Business other than through Holdings LLC or any of its Subsidiaries (an "Other Business"), (ii) the CoVant Investors and the CoVant Affiliated Persons have and may develop a strategic relationship with businesses that are and may be competitive or complementary with Holdings LLC and its Subsidiaries, (iii) none of the CoVant Investors and the CoVant Affiliated Persons will be prohibited by virtue of their investments in Holdings LLC and its Subsidiaries or their or any of their personnel's or partners' service as the Manager or any of Holdings LLC's or their respective Subsidiaries' board of managers or directors from pursuing and engaging in any such activities, (iv) none of the CoVant Investors and the CoVant Affiliated Persons will be obligated to inform or present Holdings LLC or any of its Subsidiaries or the Manager of any such opportunity, relationship or investment, (v) the other Unitholders will not acquire or be entitled to any interest or participation in any Other Business as a result of the participation therein of the CoVant Investors and the CoVant Affiliated Persons, and (vi) the involvement of the CoVant Investors and the CoVant Affiliated Persons in any Other Business will not constitute a conflict of interest by such Persons with respect to Holdings LLC or its Unitholders or any of Holdings LLC's Subsidiaries. In addition, the Unitholders expressly acknowledge and agree that, subject to the terms of any other agreement to which they may be bound (i) the TRIAD Investor will not be obligated to inform or present Holdings LLC or any of its Subsidiaries or the Manager of any investment or business opportunities of which the TRIAD Investor becomes aware (regardless of whether or not such business opportunities are, or may be, within the scope and investment objectives related to the Business), and (ii) the other Unitholders will not acquire or be entitled to any interest or participation in any such investment or business opportunity as a result of the participation therein of the TRIAD Investor. Without limiting the other provisions of this Agreement and except as otherwise set forth herein, no Unitholder shall owe any fiduciary duties to Holdings LLC or any other Unitholder with respect actions taken by such Unitholder.

ARTICLE VII

BOOKS, RECORDS, ACCOUNTING AND REPORTS

7.1 Books and Record; Accounting. Holdings LLC shall keep, or cause to be kept, appropriate books and records with respect to Holdings LLC's business, including all books and records necessary to provide any information, lists and copies of documents required to be provided pursuant to Section 7.2 or pursuant to applicable laws. All matters concerning (i) the determination of the relative amount of allocations and distributions among the Unitholders pursuant to Article III and Article IV and (ii) accounting procedures and determinations, and other determinations not specifically and expressly provided for by the terms of this Agreement, shall be determined by the Manager, whose determination shall be final and conclusive as to all of the Unitholders absent manifest clerical error.

7.2 Tax Reports. Holdings LLC shall use reasonable best efforts to deliver or cause to be delivered, as soon as practicable after the end of each Taxable Year (and in any event within 75 days after the end of each Taxable Year, unless otherwise consented to by the Manager), to each Person who was a Unitholder at any time during such Taxable Year all information necessary for the preparation of such Person's United States federal, state, local and foreign income Tax returns, including without limitation all Schedule K-1s (and any corresponding or similar forms for state, local and foreign tax purposes). Holdings LLC also shall use commercially reasonable efforts to deliver or cause to be delivered, within 10 days after the end of each quarter of each Taxable Year, an estimate of such Member's share of the taxable income of Holdings LLC in respect of such quarter.

7.3 Transmission of Communications. Each Person that owns or controls Units on behalf of, or for the benefit of, another Person or Persons shall be responsible for conveying any report, notice or other communication received from Holdings LLC to such other Person or Persons.

ARTICLE VIII

TAX MATTERS

8.1 Tax Returns. Holdings LLC shall prepare and file all necessary federal, state, local and non-U.S. tax returns, including making the elections described in Section 4.7 and Section 8.2 if so elected by the Manager. Each Unitholder shall furnish to Holdings LLC all pertinent information in its possession relating to Holdings LLC's operations that is necessary to enable Holdings LLC's income tax returns to be prepared and filed.

8.2 Tax Elections. The Taxable Year shall be the Fiscal Year unless the Manager shall determine otherwise or unless otherwise required by the Code. Except as provided in Section 4.7, the Manager shall determine whether to make or revoke any available election pursuant to the Code. Each Unitholder will upon request supply any information necessary to give proper effect to such election.

8.3 Tax Controversies. Unless otherwise required by law, the "Tax Matters Partner" shall be a Member designated from time to time by the Manager. The initial Tax Matters Partner shall be CoVant. The Tax Matters Partner shall be authorized to represent Holdings LLC (at Holdings LLC's expense) in connection with all examinations of Holdings LLC's affairs by tax authorities, including resulting administrative and judicial proceedings, and to expend Holdings LLC funds for professional services and incurred in connection therewith, and to enter into settlements and other agreements with such agencies as the Manager deems necessary or advisable. The Tax Matters Partner shall keep the Manager fully informed as to the progress of any examinations, audits or proceedings. Each Unitholder agrees to cooperate with Holdings LLC and to do or refrain from doing any or all things reasonably requested by Holdings LLC with respect to the conduct of such proceedings.

8.4 Code Section 83 Safe Harbor Election.

(a) By executing this Agreement, each Unitholder authorizes and directs Holdings LLC to elect to have the "Safe Harbor" described in the proposed Revenue Procedure set forth in the Internal Revenue Service Notice 2005-43 (the "IRS Notice"), or any successor guidance or provision, apply to any interest in Holdings LLC transferred to a service provider by Holdings LLC in connection with services provided to Holdings LLC on or after the effective date of such Revenue Procedure. For purposes of making such Safe Harbor election, the Tax Matters Partner is hereby designated as the "partner who has responsibility for federal income tax reporting" by Holdings LLC and, accordingly, execution of such Safe Harbor election by the Tax Matters Partner constitutes execution of a "Safe Harbor Election" in accordance with Section 3.03(1) of the IRS Notice. Holdings LLC and each Unitholder hereby agrees to comply with all requirements of the Safe Harbor described in the IRS Notice, including the requirement that each Unitholder shall prepare and file all federal income tax returns reporting the income tax effects of each Unit issued by Holdings LLC that qualifies for the Safe Harbor in a manner consistent with the requirements of the IRS Notice. A Unitholder's obligations to comply with the requirements of this Section 8.4 shall survive such Unitholder's ceasing to be a Unitholder of Holdings LLC and/or the termination, dissolution, liquidation and winding up of Holdings LLC, and, for purposes of this Section 8.4, Holdings LLC shall be treated as continuing in existence.

(b) Each Unitholder authorizes the Tax Matters Partner to amend this Section 8.4 to the extent necessary to achieve substantially the same or similar tax treatment with respect to any interest in Holdings LLC transferred to a service provider by Holdings LLC in connection with services provided to Holdings LLC as set forth in Section 4 of the IRS Notice (*e.g.*, to reflect changes from the rules set forth in the IRS Notice in subsequent Internal Revenue Service

guidance); provided that such amendment does not result in disproportionately adverse treatment of any other Unitholder as compared to the treatment of a Unitholder holding similar Units.

(c) Holdings LLC and any Unitholder may pursue any and all rights and remedies it may have to enforce the obligations of Holdings LLC and the Unitholders (as applicable) under Section 8.4(a), including seeking specific performance and/or immediate injunctive or other equitable relief from any court of competent jurisdiction (without the necessity of showing actual money damages, or posting any bond or other security) in order to enforce or prevent any violation of the provisions of Section 8.4(a). A Unitholder's obligations to comply with the requirements of this Section 8.4 shall survive such Unitholder's ceasing to be a Unitholder of Holdings LLC and/or the termination, dissolution, liquidation and winding up of Holdings LLC, and, for purposes of this Section 8.4, Holdings LLC shall be treated as continuing in existence.

ARTICLE IX

TRANSFER OF UNITS; REPURCHASE OF UNITS

9.1 Required Consent. No Unitholder (other than the CoVant Investors and other Holders of CoVant Equity) shall Transfer any interest in any Units without first obtaining the prior written consent of the Manager, which consent may be withheld in the Manager's sole discretion (the "Required Consent"), except that such Unitholders may Transfer Units (i) pursuant to Section 9.3 (but not as a Transferring Unitholder) or Section 9.4, (ii) pursuant to the forfeiture and repurchase provisions set forth herein or in any applicable Employment Agreement and/or Equity Agreement and (iii) to their respective Permitted Transferees (collectively, the "Exempt Transfers"). Any Transfer of Units by any CoVant Investor or other Holders of CoVant Equity shall not be subject to the Required Consent or the provisions of Section 9.2. The restrictions contained in this Section 9.1 and Sections 9.2, 9.3 and 9.4 will terminate upon the earlier of (a) consummation of an initial Public Offering and (b) a Sale of Holdings LLC. If any Person acquires Units pursuant to clause (iii) above as a Permitted Transferee by virtue of (x) such Person's qualification as a member of a transferor's Family Group under clauses (ii) or (iii) of the definition of Family Group or (y) such Person's qualification as an Affiliate of a transferor, and such Person shall, at any time, cease to be either a member of such transferor's Family Group or an Affiliate of such transferor (as applicable), then (A) such Person shall be required to transfer such Person's Units back to the original transferor or to a Person that does qualify at the time of such required transfer as either a member of the original transferor's Family Group or as an Affiliate of the original transferor and (B) if the required transfer contemplated by the foregoing clause (i) is not consummated within 30 days after such Person ceases to be either a member of such transferor's Family Group or an Affiliate of such transferor (as applicable), then such Person shall be deemed to have delivered to Holdings LLC and each CoVant Investor an Offer Notice pursuant to Section 9.2(a) with respect to a sale of all of such Person's Units at the Fair Market Value thereof as of the date on which the applicable Unitholder ceases to be either a member of such transferor's Family Group or an Affiliate of such transferor (as applicable) and the remaining provisions of Section 9.2 shall apply to such deemed Transfer *mutatis mutandis*.

9.2 First Refusal Rights.

(a) Offer. Upon obtaining the Required Consent (if required) and subject to compliance with all other provisions of this Agreement, and after obtaining a *bona fide* written offer to acquire any Units (except pursuant to an Exempt Transfer or a Public Sale), at least 60 days (or such shorter period as may be determined by the Manager) prior to any Transfer of any Units (except pursuant to an Exempt Transfer or a Public Sale), any Unitholder desiring to make such Transfer (other than Covant Investors and other Holders of CoVant Equity) (the "RFR Transferring Unitholder") shall deliver a written notice (the "Offer Notice") to Holdings LLC and each CoVant Investor, specifying in reasonable detail the identity of the prospective

Transferee(s), the number and class of Units to be Transferred (the "Offered Units") and the price (which may be only for cash consideration payable at the closing of such Transfer or in installments) and other terms and conditions of the proposed Transfer. The RFR Transferring Unitholder shall not consummate such proposed Transfer until at least 60 days (or such shorter period as determined by the Manager) after the delivery of the Offer Notice, unless the parties to the Transfer have been finally determined pursuant to this Section 9.2 and Section 9.3 prior to the expiration of such 60-day (or shorter) period (the date of the first to occur of (x) the expiration of such 60-day period (or such shorter period as determined by the Manager) after delivery of the Offer Notice or (y) such final determination is referred to herein as the "Authorization Date").

(b) Holdings LLC Election. Holdings LLC may elect to purchase all or any portion of the Offered Units at the price and on the other terms set forth in the Offer Notice, by delivering written notice of such election to the RFR Transferring Unitholder and each CoVant Investor within 20 days after delivery of the Offer Notice.

(c) CoVant Investor Election. If Holdings LLC does not elect to purchase all of the Offered Units, then each CoVant Investor may elect to purchase all or any portion up to such Holder's pro rata share (based on the number of Class A Units held by such CoVant Investor relative to those held by all CoVant Investors) of the remaining Offered Units at the price and on the other terms set forth in the Offer Notice, by delivering written notice of such election to the RFR Transferring Unitholder and Holdings LLC within 30 days after delivery of the Offer Notice. Any Offered Units not elected to be purchased by the end of such 30-day period shall during the immediately following 5-day period be reoffered by the RFR Transferring Unitholder to the CoVant Investors who have elected to purchase their pro rata share of the remaining Offered Units and, if such Persons collectively indicate interest within said 5-day period in acquiring additional Offered Units in an amount in excess of the aggregate amount of Offered Units remaining, such remaining Offered Units will be allocated among such Persons pro rata in accordance with their respective holdings of Class A Units.

(d) Closing. If Holdings LLC and/or the CoVant Investors have elected to purchase all or any portion of the Offered Units from the RFR Transferring Unitholder, such purchase shall be consummated as soon as practicable after the delivery of the election notice(s) to the RFR Transferring Unitholder, but in any event within 35 days after the Authorization Date. Notwithstanding any other provision hereof, in the event that the sale price, or any portion thereof, for the Offered Units is not payable in the form of cash at closing or cash payable on a deferred basis (such as pursuant to promissory notes issued by the prospective Transferee(s) described in the Offer Notice), Holdings LLC and/or each CoVant Investor electing to purchase Offered Units pursuant to this Section 9.2 shall be required to pay only such portion, if any, of the sale price described in the Offer Notice as consists of such cash consideration, and delivery of such consideration to the RFR Transferring Unitholder shall be payment in full for such Offered Units.

(e) No Election. If Holdings LLC and the CoVant Investors do not elect, in the aggregate, to purchase all of the Offered Units from the RFR Transferring Unitholder, then, subject to compliance with Section 9.3, the RFR Transferring Unitholder shall have the right, within the 60 days following the Authorization Date, to Transfer such Offered Units which Holdings LLC and the CoVant Investors have not elected to purchase to the Transferee(s) specified in the Offer Notice in the amounts specified in the Offer Notice at a price not less than the price per unit specified in the Offer Notice and on other terms no more favorable to the Transferee(s) thereof than specified in the Offer Notice. Any Offered Units not so Transferred within such 60-day period shall be reoffered to Holdings LLC and the CoVant Investors pursuant to this Section 9.2 prior to any subsequent Transfer.

9.3 Tag Along Rights.

(a) Participation Right. At least 20 days prior to any Transfer of any Units by any CoVant Investor or any other Holder of CoVant Equity (a) pursuant to a reorganization into a Successor pursuant to Section 9.10, (b) which are Exempt Transfers, (c) in a Public Sale, (d) to Holdings LLC or any of its Subsidiaries, (e) to a CoVant Investor or any other Holder of CoVant Equity, or (f) to any CoVant Affiliated Person or to any other Person in an aggregate amount not to exceed 20% of each class of CoVant Equity held by the CoVant Investors as of immediately after the date hereof (as proportionately adjusted for Unit splits, Unit dividends and similar actions with respect to the Units), after complying with such Unitholder's obligations pursuant to Section 10.2 (if any), each Unitholder making such Transfer (the "Transferring Unitholder") shall deliver a written notice (the "Sale Notice") to Holdings LLC and to the other Investors (it being understood that, in the case of an indirect Transfer, the Transferring Unitholder shall be deemed to be the Holder of the Units which are being indirectly Transferred), specifying in reasonable detail the identity of the prospective Transferee(s), the number and class of Units to be Transferred and the terms and conditions of the Transfer (including the price which will reflect each Unit's Pro Rata Share); provided that no Executive Member shall be entitled to Transfer Incentive Units pursuant to this Section 9.3(a) unless otherwise agreed by the Manager. The Investors may elect to participate in the contemplated Transfer by delivering written notice to the Transferring Unitholder within 15 days after delivery of the Sale Notice. Such participation (as a share of total proceeds) shall be based upon the Pro Rata Share represented by the Units held by each Unitholder relative to the Pro Rata Shares of all Units held by the Unitholders participating in such Transfer (including the Transferring Unitholder). If no Investor has elected to participate in the contemplated Transfer (through notice to such effect or expiration of the 15-day period after delivery of the Sale Notice), then the Transferring Unitholder may Transfer the Units specified in the Sale Notice at a price and on terms no more favorable in the aggregate to the Transferee(s) thereof than specified in the Sale Notice during the 60-day period immediately following the Authorization Date. Any Transferring Unitholder's Units not Transferred within such 60-day period shall again be subject to the provisions of this Section 9.3 prior to any subsequent Transfer.

(b) Participation Procedure; Conditions. With respect to any Transfer subject to Section 9.3(a), each Transferring Unitholder shall use its commercially reasonable efforts to obtain the agreement of the prospective Transferee(s) to the participation of the Investors who have elected to participate in any contemplated Transfer, and no Transferring Unitholder shall Transfer any of its Units to any prospective Transferee if such prospective Transferee(s) declines to allow the participation of the Investors on the terms provided herein, unless in connection with such Transfer, one or more of the Transferring Unitholders or their respective Affiliates purchase (on the same terms and conditions on which such Units were to be sold to the Transferee(s)) the number and class of Units (or pursuant to the following sentence the applicable portion of equity and debt securities of each respective Corporate Investment Vehicle) from each Investor which such Investor would have been entitled to sell pursuant to Section 9.3(a). Holders of debt or equity securities of Corporate Investment Vehicles shall be entitled to Transfer that portion of their outstanding Corporate Investment Vehicle Subject Securities corresponding to the portion of the Units such Corporate Investment Vehicles are electing and entitled to Transfer hereunder, in lieu of a Transfer of such Units by such Corporate Investment Vehicles, on the same terms and conditions (including price) as the Transferring Unitholder. Each Unitholder Transferring Units or Subject Securities pursuant to this Section 9.3 shall pay its share (determined on a Pro Rata Basis) of the expenses incurred by the Transferring Unitholder in connection with such Transfer and shall be obligated to join on a Pro Rata Basis in any indemnification or other obligations that the Transferring Unitholder agrees to provide in connection with such Transfer (other than any

such obligations that relate specifically to a particular Unitholder such as indemnification with respect to representations and warranties given by a Unitholder regarding such Unitholder's title to and ownership of Units or with respect to such Unitholder's related Corporate Investment Vehicle); provided that unless a prospective Transferee permits a Unitholder to give a guarantee, letter of credit or other mechanism (which shall be dealt with on an individual basis), any escrow of proceeds of any such transaction shall be withheld on a Pro Rata Basis among all Unitholders.

9.4 Approved Sale; Drag-Along Obligations.

(a) If at any time the Majority CoVant Investors approve a Sale of Holdings LLC (an "Approved Sale"), then upon request of the Majority CoVant Investors, each Holder shall (and shall cause any Manager(s) designated by it to) take and otherwise facilitate the following actions:

(i) vote for (whether at a meeting of Members or by written consent), consent to and raise no objections against, and not otherwise impede or delay, such Approved Sale;

(ii) if the Approved Sale is structured as a (A) merger or consolidation, each Member shall waive any dissenters rights, appraisal rights or similar rights in connection with such merger or consolidation or (B) sale of Units or other securities of Holdings LLC, each Holder shall agree to sell or dispose of (and shall sell and dispose of) all (or such lesser portion as is proportionate to the aggregate portion of Holdings Total Equity Value that is being sold or disposed of in such Sale of Holdings LLC, determined consistent with Section 9.3 based on Pro Rata Shares and subject to customary "rollover" by Executive Members and, to the extent determined by the Majority CoVant Investors, other Holders, if less than all or substantially all of Holdings LLC's Units and other equity) of such Holder's Units and other securities of Holdings LLC on the terms and conditions approved by the Majority CoVant Investors; and

(iii) take all necessary or desirable actions (in such Holder's capacity as a Manager or Member of Holdings LLC or otherwise) in connection with the consummation of the Approved Sale as reasonably requested by the Manager (with the approval of or as directed by the Majority CoVant Investors), including executing and delivering any and all consents, waivers, agreements, instruments and other documents approved (and in substantially the same form as executed) by Majority CoVant Investors (including any applicable purchase agreement, equityholders agreement and/or indemnification and/or contribution agreement and, only in the case of Holders who are Executive Members and their equity holders and any other Holders that are Executives or Permitted Transferees thereof, executing and delivering non-competition and non-solicitation agreements and the like whether or not executed by non-Executive Holders; it being understood that CoVant Investors, other Holders of CoVant Equity and the Manager shall not be obligated to enter into any non-competition or non-solicitation agreements or the like).

(b) In connection with any Approved Sale, each Holder and Holdings LLC shall (and Holdings LLC shall cause each of its Subsidiaries and each of its and their respective officers, managers, directors, employees, financial advisors, consultants, attorneys and other agents and representatives to) take all necessary or desirable actions in connection with the consummation of the Approved Sale and any related transactions (including any auction or competitive bid process in connection with or preceding such Approved Sale) as reasonably requested by the Majority CoVant Investors, including (i) retaining investment bankers and other advisors approved by the

Majority CoVant Investors; (ii) participating in management meetings and preparing pitchbooks and confidential information memoranda; (iii) furnishing information and copies of documents, (iv) preparing and making filings with governmental authorities; (v) providing assistance with legal, accounting, tax, financial, benefits and other due diligence; and (vi) otherwise cooperating with the Majority CoVant Investors, the prospective buyer(s), any investment bankers, consultants or other professional advisors who have been retained in connection with such Approved Sale and their respective representatives.

(c) The obligations of the Holders with respect to the Approved Sale are subject to the satisfaction of the conditions that (and Holdings LLC shall take such actions as are necessary so that) each Unitholder (including, for these purposes, the owners of Corporate Investment Vehicles (assuming a distribution by any CoVant Affiliated Person of which a Corporate Investment Vehicle is a partner of the Units it holds to its partners)) shall receive in exchange for the Units held by such Unitholder (but, as provided in Section 9.4(f), that owners of Corporate Investment Vehicles may deliver the Subject Securities of such Corporate Investment Vehicles in lieu of such Units) the same portion of the aggregate consideration (or, in the event of a sale of less than all of the issued and outstanding Units, the equity value implied by such aggregate consideration), however described or allocated, from such transaction that such Unitholder would have received if such aggregate consideration (or equity value) had been distributed by Holdings LLC in accordance with the provisions of Section 4.2 of this Agreement (with it being understood and agreed that all consideration (however described or allocated) that is paid directly or indirectly to any Unitholder or Executive (whether in his, her or its capacity as a Unitholder or Executive or otherwise, but excluding repayment of bona fide, pre-existing obligations) in connection with the Approved Sale shall be deemed to be proceeds of the Approved Sale and shall be allocated among the Unitholders in accordance with the provisions of Section 4.2 of this Agreement).

(d) Notwithstanding anything herein to the contrary, the Holders shall be severally obligated to join on a Pro Rata Basis (as if such indemnification obligations reduced the aggregate proceeds available for distribution or payment to the Holders in such Approved Sale) in any indemnification obligations the Majority CoVant Investors agreed to in connection with such Approved Sale; provided that no Holder shall be obligated to enter into indemnification obligations with respect to matters particular to any other Holder or such other Holder's (or its Permitted Transferees') Units or Subject Securities, and no Holder shall be required to agree to indemnification obligations in excess of the proceeds received by such Holder (and its Permitted Transferees) in such Approved Sale; provided, further, that, unless a prospective Transferee permits a Holder to give a guarantee, letter of credit or other mechanism (which shall be dealt with on an individual basis), any escrow of proceeds of any such transaction shall be withheld on a Pro Rata Basis among all Holders (as if such escrow reduced the aggregate proceeds available for distribution or payment to the Holders in such Approved Sale). Each Holder shall pay its share determined on a Pro Rata Basis (as if such expenses reduced the aggregate proceeds available for distribution or payment to the Holders in such Approved Sale) of the expenses incurred by Holdings LLC pursuant to an Approved Sale to the extent such expenses are incurred for the benefit of all Holders (as reasonably determined by the Majority CoVant Investors). Expenses incurred by any Holder on its own behalf (including the fees and disbursements of counsel, advisors and other Persons retained by such Holder in connection with the Approved Sale) will not be considered costs incurred for the benefit of all Holders and, to the extent not paid by Holdings LLC, will be the responsibility of such Holder. Each Holder shall enter into any indemnification, contribution or equityholder/seller representative agreement requested by the Manager or the Majority CoVant Investors to ensure compliance with this Section 9.4 and hereby consents and agrees to abide by the customary provisions of any merger or similar agreement

providing for an equityholder/seller representative. Each Holder shall enter into any other agreement which the Majority CoVant Investors approve and (other than non-competition and non-solicitation agreements to be entered into by Unitholders who are also Executives) enter into on the same terms and conditions (other than as differences in such terms and conditions might result from holdings of different classes of Units). Without limiting the immediately prior sentence, each Holder shall enter into any indemnification, contribution or equityholder/seller representative agreement requested by the Manager or Majority CoVant Investors to ensure compliance with this Section 9.4(d), and the provisions of this Section 9.4(d) requiring several liability or no liability for certain matters respecting other Holders shall be deemed complied with if such requirement is addressed through such agreement, even if the purchase and sale agreement or merger agreement related to the Approved Sale provides for joint and several liability.

(e) If Holdings LLC, any of its Subsidiaries or the Majority CoVant Investors enters into any negotiation or transaction for which Rule 506 (or any similar rule then in effect) promulgated by the Securities Exchange Commission may be available with respect to such negotiation or transaction (including a merger, consolidation or other reorganization), then each Excluded Holder shall, at the request of Holdings LLC, appoint a "purchaser representative" (as such term is defined in Rule 501 promulgated under the Securities Act) designated by Holdings LLC. If any Holder so appoints such purchaser representative, Holdings LLC shall pay the fees of such purchaser representative. However, if any Holder declines to appoint the purchaser representative designated by Holdings LLC, such Holder shall appoint another purchaser representative (reasonably acceptable to Holdings LLC), and such Holder shall be responsible for the fees of the purchaser representative so appointed.

(f) Without limiting the generality of the foregoing or any other provision of this Agreement, it is understood and agreed that the following structure for a Sale of Holdings LLC (whether such Sale of Holdings LLC is initiated or classified as an Approved Sale or otherwise) shall be utilized by Holdings LLC and approved by the Manager and each Holder if so requested by CoVant or any Corporate Investment Vehicle and if any CoVant Investor or CoVant Affiliated Person of which any Corporate Investment Vehicle is a partner distributes the Units it holds to its partners prior to the consummation of such transaction: A Sale of Holdings LLC in which the purchaser or purchasers acquire(s) separately each of the following: (i) all Units of Holdings LLC other than Units held by Corporate Investment Vehicles and (ii) all outstanding capital stock, other equity interests and all outstanding indebtedness of the Corporate Investment Vehicles and/or all of their options, warrants and/or other rights to acquire equity interests in Holdings LLC (which options, warrants or rights the purchaser or purchasers will then exercise) at the same price per Unit as the Units purchased pursuant to clause (i) above (such price to be paid to the owners of the securities of Corporate Investment Vehicles), determining "same" as follows: calculating price per Unit pursuant to clause (i), computing the aggregate value of all Units held by such Corporate Investment Vehicle on that basis (as if all options, warrants and/or other rights to acquire equity interests in Holdings LLC had been exercised), and, finally, comparing the amount of consideration allocated to the owners of the securities of such Corporate Investment Vehicle to the aggregate value so computed.

(g) In no manner shall this Section 9.4 be construed to grant to any Member or Unitholder any dissenters rights or appraisal rights or give any Member or Unitholder any right to vote in any transaction structured as a merger or consolidation, it being understood that the Members hereby expressly waive rights under Section 18-210 of the Delaware Act (entitled "Contractual Appraisal Rights") in all circumstances (whether an Approved Sale or otherwise) and grant to the Manager or the Majority CoVant Investors the sole right to approve or consent to

a merger or consolidation of Holdings LLC without approval or consent of the Members or the Unitholders.

9.5 Effect of Assignment.

(a) Termination of Rights. Any Member who shall assign any Units or other interest in Holdings LLC shall cease to be a Member with respect to such Units or other interest and shall no longer have any rights or privileges of a Member with respect to such Units or other interest, except as provided in Section 9.1.

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

9.6 Additional Restrictions on Transfer.

(a) Execution of Counterpart. Except in connection with an Approved Sale, each Transferee of Units or other interests in Holdings LLC (including any Permitted Transferee or otherwise in connection with an Exempt Transfer) shall, as a condition precedent to such Transfer, execute and deliver to Holdings LLC a counterpart to this Agreement pursuant to which such Transferee shall agree to be bound by the provisions of this Agreement.

(b) Notice. In connection with the Transfer of any Units, the holder of such Units will deliver written notice to Holdings LLC describing in reasonable detail the Transfer or proposed Transfer.

(c) Legal Opinion. No Transfer of Units or any other interest in Holdings LLC may be made unless in the opinion of counsel, satisfactory in form and substance to the Manager (which opinion may be waived by the Manager), such Transfer would not violate any federal securities laws or any state or provincial securities or "blue sky" laws (including any investor suitability standards) applicable to Holdings LLC or the interest to be Transferred or cause Holdings LLC to be required to register as an "Investment Company" under the U.S. Investment Company Act of 1940, as amended. Such opinion of counsel shall be delivered in writing to Holdings LLC prior to the date of the Transfer.

(d) No Avoidance of Provisions. No Unitholder shall directly or indirectly (i) permit the Transfer of all or any portion of the direct or indirect equity or beneficial interest in such Unitholder or (ii) otherwise seek to avoid the provisions of this Agreement by issuing, or permitting the issuance of, any direct or indirect equity or beneficial interest in such Unitholder, in any such case in a manner which would fail to comply with this Article IX if such Unitholder had Transferred Units directly.

(e) Code Section 7704 Safe Harbor. In order to permit Holdings LLC to qualify for the benefit of a "safe harbor" under Code Section 7704, notwithstanding anything to the contrary in this Agreement, no Transfer of any Unit or economic interest shall be permitted or recognized by Holdings LLC or the Manager (within the meaning of Treasury Regulations Section 1.7704-1(d)) if and to the extent that such Transfer would cause Holdings LLC to have more than 100 partners (within the meaning of Treasury Regulations Section 1.7704-1(h), including the look-through rule in Treasury Regulations Section 1.7704-1(h)(3)).

9.7 Legend. In the event that Certificated Units are issued, such Certificated Units will bear a legend in form and substance as follows:

> "THE UNITS REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON _____ ____, _____, HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER OTHER APPLICABLE SECURITIES LAWS ("STATE ACTS"). SUCH UNITS MAY NOT BE SOLD, ASSIGNED, PLEDGED, TRANSFERRED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER THE ACT AND STATE ACTS OR AN EXEMPTION FROM REGISTRATION THEREUNDER.
>
> "THE TRANSFER OF THE UNITS REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE CONDITIONS SPECIFIED IN AN AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT, DATED AS OF MARCH 31, 2014, AS AMENDED AND MODIFIED FROM TIME TO TIME, GOVERNING THE ISSUER (THE "COMPANY"), AND BY AND AMONG CERTAIN INVESTORS (THE "LLC AGREEMENT"). THE UNITS REPRESENTED BY THIS CERTIFICATE MAY ALSO BE SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER, VESTING PROVISIONS, REPURCHASE OPTIONS, OFFSET RIGHTS AND FORFEITURE PROVISIONS SET FORTH IN THE LLC AGREEMENT AND/OR IN A SEPARATE AGREEMENT WITH THE INITIAL HOLDER. A COPY OF ANY SUCH AGREEMENT MAY BE OBTAINED FROM COMPANY BY THE HOLDER OF THE UNITS UPON WRITTEN REQUEST AND WITHOUT CHARGE."

If a Holder of Certificated Units delivers to Holdings LLC an opinion of counsel, satisfactory in form and substance to the Manager (which opinion may be waived by the Manager), that no subsequent Transfer of such Units will require registration under the Securities Act, Holdings LLC will promptly upon such contemplated Transfer deliver new Certificated Units which do not bear the portion of the restrictive legend relating to the Securities Act set forth in this Section 9.7.

9.8 Transfer Fees and Expenses. Except as provided in Sections 9.2, 9.3 and 9.4, the Transferor and Transferee of any Units or other interest in Holdings LLC shall be jointly and severally obligated to reimburse Holdings LLC for all reasonable expenses (including attorneys' fees and expenses) of any Transfer or proposed Transfer, whether or not consummated.

9.9 Void Transfers. Any Transfer of any Units or other interest in Holdings LLC in contravention of this Agreement (including the failure of the Transferee to execute a counterpart to this Agreement) or which would cause Holdings LLC to not be treated as a partnership for U.S. federal income tax purposes shall be void and ineffectual and shall not bind or be recognized by Holdings LLC or any other Person. No purported assignee shall have any right to any Profits, Losses or Distributions of Holdings LLC.

9.10 Change in Business Form.

(a) If the Manager approves a Public Offering with respect to Holdings LLC or any of its Subsidiaries or otherwise approves the reorganization of Holdings LLC or any of its Subsidiaries from a limited liability company to a corporation (whether or not in connection with

a Public Offering) or an election by Holdings LLC to be treated as a corporation for U.S. federal income tax purposes, each Holder (subject to any approval rights such Holder has pursuant to any other agreement with Holdings LLC) hereby consents to such Public Offering, reorganization or election and shall vote for (to the extent it has any voting right) and raise no objections against such Public Offering, reorganization or election, and each Holder shall take all reasonable actions in connection with the consummation of such Public Offering and/or reorganization of Holdings LLC or any of its Subsidiaries as a corporation (such corporation being the "Successor") as determined by the Manager. Without limiting the foregoing, in connection with an initial Public Offering with respect to Holdings LLC, Holdings LLC shall, at the request of the managing underwriter of such Public Offering, effect a conversion or reorganization to corporate form in accordance with the provisions of this Section 9.10.

(b) The method of effecting such reorganization, whether by merger with and into a corporate Subsidiary of Holdings LLC or otherwise, shall (subject to the remaining provisions of this Section 9.10) be determined by the Manager in its discretion; provided that Holdings LLC shall to the extent feasible under the circumstances effect or cause to be effected any such reorganization in a manner which avoids creation of a taxable income for Holdings LLC, any Subsidiary of Holdings LLC or any Member (including effecting the transactions described in Section 9.10(c) and Section 9.10(d), as applicable).

(c) Each of the Holders hereby agrees to take such actions as are reasonably required to effect such reorganization as shall be determined by the Manager and hereby irrevocably authorizes and appoints the Manager as such Holder's representative and true and lawful attorney-in-fact and agent to act in such Holder's name, place and stead as contemplated in this Section 9.10 and to execute in the name and on behalf of such Holder any agreement, certificate, instrument or document to be delivered by the Holder in connection with any such reorganization as determined by the Manager (but with such power of attorney to be exercised only in the event of the failure of such Holder to comply with this Section 9.10). Unless otherwise determined by the Manager (with the consent of the Majority CoVant Investors), in connection with any such reorganization, each of the transactions described in clauses (i) through (iv) of this Section 9.10(c) shall be consummated as provided below and deemed to have occurred simultaneously:

(i) The Successor shall be organized as a Delaware corporation, with customary charter and by-laws, each reasonably acceptable to the Manager and the Majority CoVant Investors;

(ii) Each Unit shall (effective upon and subject to the consummation of such Public Offering) convert into shares of common stock of the Successor (the "Successor Stock"), and the shares of Successor Stock shall be allocated among the Holders in exchange for their respective Units such that each Holder shall receive a number of shares of Successor Stock equal to the quotient of (A) the amount such Holder would have received in respect of such Holder's Units in a liquidation or dissolution at the time of the Public Offering in accordance with Section 12.2, divided by (B) the Offering Price;

(iii) The Successor shall expressly acknowledge and assume Holdings LLC's or such Subsidiary's, as the case may be, obligations and liabilities, including its remaining obligations under this Agreement, with such conforming changes as may be necessary or appropriate to reflect the corporate status of the Successor, and in connection with such transactions and those described above the Holders shall take such action as may be necessary to consolidate Holdings LLC as part of the Successor to the extent such consolidation does not occur by operation of law; and

(iv) The Successor (and Holdings LLC) shall use commercially reasonable efforts to make or cause to be made all filings, obtain all approvals and consents and take such other actions as may be necessary, desirable or appropriate to effectuate the reorganization contemplated by this Section 9.10.

(d) Without limiting the generality of the foregoing or any other provision of this Agreement, it is understood and agreed that the following structures for any such reorganization and subsequent Public Offering shall be utilized by Holdings LLC and approved by the Manager and each Holder, if such approval is requested by any CoVant Affiliated Person that is a Corporate Investment Vehicle:

(i) Subject to Section 9.10(d)(ii), a public offering of shares of common stock by the Specified Corporate Investment Vehicle which is immediately preceded by reorganization of Holdings LLC so that the Specified Corporate Investment Vehicle is the Successor described in this Section 9.10 as follows: The contribution by all other Holders (other than the other Corporate Investment Vehicles) and by the holders of the outstanding securities of the other Corporate Investment Vehicles to the Specified Corporate Investment Vehicle, in exchange for shares of Successor Stock of the Specified Corporate Investment Vehicle (the allocation of which among the other Unitholders (other than the other Corporate Investment Vehicles) and owners of Corporate Investment Vehicles shall be in accordance with Section 9.10(c)(ii) and the following), of (A) all outstanding capital stock or other equity interests and all outstanding indebtedness of the other Corporate Investment Vehicles, provided that holders of capital stock or other equity interests of each of such other Corporate Investment Vehicles shall be entitled to exchange such capital stock or other equity interest for a number of shares of Successor Stock, in the aggregate equal to the number to which it would be entitled pursuant to Section 9.10(c)(ii) if it were receiving stock in exchange for the Units of Holdings LLC such Corporate Investment Vehicle holds, and (B) all Units of Holdings LLC (other than those Units held by other Corporate Investment Vehicles).

(ii) If, however, the transactions described in Section 9.10(d)(i) would not qualify as an exchange of property for stock described in Code Section 351, in which all Holders of Units of Holdings LLC and the other equity and debt securities described therein that are contributed to the Specified Corporate Investment Vehicle are eligible to be treated as transferors under Code Section 351, then the Public Offering shall be effected under the following terms and in the following order: (A) the Successor is formed; (B) in exchange for shares of the Successor Stock (the allocation of which among the Unitholders (other than the other Corporate Investment Vehicles) and owners of Corporate Investment Vehicles shall be in accordance with Section 9.10(c)(ii) and clauses (A) and (B) of Section 9.10(d)(i)) the following property is contributed to the Successor: (I) all Units of Holdings LLC other than those Units held by the Corporate Investment Vehicles and (II) all outstanding capital stock or other equity interests and all outstanding indebtedness of the Corporate Investment Vehicles; and (C) the Successor issues shares of common stock in the Public Offering.

(e) The organizational documents of the Successor and/or a stockholders' or other agreement, as appropriate, shall provide that the rights and obligations of the Holders hereunder (to the extent such rights and obligations survive consummation of a Public Offering) shall continue to apply in accordance with the terms thereof (including the vesting and other terms, conditions, rights and obligations applicable to Incentive Units), except to the extent the parties thereto otherwise agree in writing pursuant to the terms thereof.

(f) In the event of a Public Offering, Holdings LLC and each Holder shall take (or cause to be taken) all necessary or desirable actions requested by the Manager in connection with the consummation of such Public Offering, including consenting to, voting for and waiving any dissenters rights, appraisal rights or similar rights with respect to a reorganization of Holdings LLC or any of its Subsidiaries, as the case may be, and entering into appropriate and customary documentation (as approved by the Majority CoVant Investors) pursuant to the terms of this Section 9.10 and compliance with the requirements of all laws and regulatory bodies which are applicable or which have jurisdiction over such Public Offering. Holdings LLC shall pay all filing fees necessary to obtain all authorizations and approvals required by the HSR Act that are required for the consummation of the reorganization contemplated in this Section 9.10.

9.11 Registration Rights. At any time and from time to time after a Public Offering, the Investors will be entitled to pari passu registration rights with respect to the Equity Securities of Company or the applicable Subsidiary thereof (collectively, the "Registrable Securities"), including three (3) long-form demand rights and unlimited short-form or equivalent demand rights, which demand rights shall be exercisable by the holders of a majority of the outstanding Registrable Securities (subject to minimum offering sizes). In addition, all Investors will be granted unlimited piggyback rights (including with respect to demand registrations) subject to customary cutbacks (which may be disproportionate) imposed in good faith upon the recommendation of the underwriters; provided that Holdings LLC will not be subject to cutback in any Public Offering. The Company and its Subsidiaries will pay all offering expenses (exclusive of underwriting discounts and commissions) in connection with the registration rights granted hereunder. At the request of the Majority CoVant Investors, the Company and each Investor shall enter into a customary registration rights agreement reflecting the registration rights granted hereunder and otherwise containing terms and conditions satisfactory to the Majority CoVant Investors.

9.12 Market Stand-Off. No Executive Member shall (A) offer, sell, contract to sell, pledge or otherwise dispose of (including sales pursuant to Rule 144), directly or indirectly, any equity securities of Holdings LLC or any of its Subsidiaries, or any securities convertible into or exchangeable or exercisable for such securities (including equity securities of Holdings LLC or any of its Subsidiaries that may be deemed to be owned beneficially by such holder in accordance with the rules and regulations of the Securities and Exchange Commission) (collectively, "Securities"), (B) enter into a transaction which would have the same effect as described in clause (A) above, (C) enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences or ownership of any Securities, whether such transaction is to be settled by delivery of such Securities, in cash or otherwise (each transaction of a kind described in clauses (A), (B) and (C) above, a "Securities Transaction"), or (D) publicly disclose the intention to enter into any Securities Transaction, in any such case during the seven days prior to and the 180-day period beginning on the effective date of an initial Public Offering (the "IPO Holdback Period"), except as part of such initial Public Offering, or during the seven days prior to and the 90-day period beginning on the effective date of any subsequent Public Offering (the "Follow-On Holdback Period"), except as part of such subsequent Public Offering, unless the underwriters managing any such Public Offering otherwise agree in writing. If requested by the managing underwriters, each Executive Member agrees to execute customary lock-up agreements consistent with the foregoing obligations with the managing underwriter(s) of any Public Offering with a duration not to exceed the IPO Holdback Period or the Follow-On Holdback Period, as applicable. If (i) Holdings LLC issues an earnings release or discloses other material information or a material event relating to Holdings LLC occurs during the last 17 days of the IPO Holdback Period or a Follow-On Holdback Period (as applicable) or (ii) prior to the expiration of the IPO Holdback Period or a Follow-On Holdback Period (as applicable), Holdings LLC announces that it will release earnings results during the 16-day period beginning upon the expiration of such period, then to the extent necessary for a managing or co-managing underwriter of any Public Offering to comply with FINRA Rule 2711(f)(4), the IPO Holdback Period or the Follow-On Holdback Period (as applicable) will be extended until 18 days after the earnings release or

disclosure of other material information or the occurrence of the material event, as the case may be (a "Holdback Extension"). Holdings LLC may impose stop-transfer instructions with respect to the shares of its common stock (or other securities) subject to the foregoing restriction during any IPO Holdback Period, any Follow-On Holdback Period or any period of Holdback Extension.

9.13 Forfeiture of Incentive Units or Subordinate Units. Notwithstanding anything to the contrary set forth herein, Incentive Units and any Units subordinate thereto in right of distributions pursuant to this Agreement (if any) may be subject to vesting, forfeiture and/or repurchase as set forth in any applicable Employment Agreement and/or Equity Agreement. Without limiting the foregoing, except as otherwise set forth in any applicable Employment Agreement and/or Equity Agreement, and unless otherwise determined by the Manager in its sole discretion, immediately prior to the consummation or occurrence of a Liquidity Event, any Incentive Units or Units subordinate thereto in right of distributions pursuant to this Agreement (if any) (whether held by the original Holder thereof or one or more of such Holder's Transferees, other than Holdings LLC or any of its Subsidiaries or CoVant or any CoVant Affiliated Person) that are subject to vesting pursuant to any Employment Agreement and/or Equity Agreement but which at the time of such Liquidity Event remain unvested automatically (without any action by the Holder or any of the Holder's Transferees) will be forfeited to Holdings LLC and deemed canceled (upon payment of the original cost thereof, if so specified in such Holder's Employment Agreement and/or Equity Agreement).

ARTICLE X

ADMISSION OF MEMBERS

10.1 Substituted Members. In connection with the Transfer of Units of a Unitholder permitted under the terms of this Agreement, the Equity Agreements (if applicable), and the other agreements contemplated hereby and thereby, the Transferee shall become a Substituted Member on the later of (a) the effective date of such Transfer, and (b) the date on which the Manager approves such Transferee as a Substituted Member, and such admission shall be shown on the books and records of Holdings LLC; provided that, in connection with the Transfer of Units of a Unitholder (other than a CoVant Investor) to a Permitted Transferee permitted under the terms of this Agreement, the Equity Agreements (if applicable), and the other agreements contemplated hereby and thereby, the Transferee shall become a Substituted Member on the effective date of such Transfer; provided, further, that, in connection with any Transfer of Units of a CoVant Investor or other holder of CoVant Equity, the Transferee shall automatically and without any further action on the part of any Person become a Substituted Member on the effective date of such Transfer.

10.2 Additional Members. After the date hereof, a Person may be admitted to Holdings LLC as an Additional Member only as contemplated under Section 3.1 and only upon furnishing to Holdings LLC (a) a letter of acceptance, in form satisfactory to the Manager, of all the terms and conditions of this Agreement, including the power of attorney granted in Section 14.1, and (b) such other documents or instruments as may be deemed necessary or appropriate by the Manager to effect such Person's admission as a Member. Such admission shall become effective on the date on which the Manager determines that such conditions have been satisfied and when any such admission is shown on the books and records of Holdings LLC.

ARTICLE XI

WITHDRAWAL AND RESIGNATION OF UNITHOLDERS

11.1 Withdrawal and Resignation of Unitholders. No Unitholder shall have the power or right to withdraw or otherwise resign from Holdings LLC prior to the dissolution and winding up of Holdings

LLC pursuant to Article XII, without the prior written consent of the Manager (which consent may be withheld by the Manager in its sole discretion) and the Majority CoVant Investors (which consent may be withheld by the Majority CoVant Investors in their sole discretion) except as otherwise expressly permitted by this Agreement or any of the other agreements contemplated hereby. Upon a Transfer of all of a Unitholder's Units in a Transfer permitted by this Agreement and (if applicable) the Equity Agreements, subject to the provisions of Section 9.5, such Unitholder shall cease to be a Unitholder. Notwithstanding that payment on account of a withdrawal may be made after the effective time of such withdrawal, any completely withdrawing Unitholder will not be considered a Unitholder for any purpose after the effective time of such complete withdrawal, and, in the case of a partial withdrawal, such Unitholder's Capital Account (and corresponding voting and other rights) shall be reduced for all other purposes hereunder upon the effective time of such partial withdrawal.

ARTICLE XII

DISSOLUTION AND LIQUIDATION

12.1 Dissolution. Holdings LLC shall not be dissolved by the admission of Additional Members or Substituted Members. Holdings LLC shall dissolve, and its affairs shall be wound up, upon the first of the following to occur:

(a) Manager approval of dissolution; and

(b) the entry of a decree of judicial dissolution of Holdings LLC under Section 35-5 of the Delaware Act or an administrative dissolution under Section 18-802 of the Delaware Act.

Except as otherwise set forth in this Article XII, Holdings LLC is intended to have perpetual existence. An Event of Withdrawal shall not cause a dissolution of Holdings LLC, and Holdings LLC shall continue in existence subject to the terms and conditions of this Agreement.

12.2 Liquidation and Termination. On dissolution of Holdings LLC, the Manager shall act as liquidator (or may appoint one or more Members as liquidator). The liquidators shall proceed diligently to wind up the affairs of Holdings LLC and make final Distributions as provided herein and in the Delaware Act. The costs of liquidation shall be borne as a Holdings LLC expense. The steps to be accomplished by the liquidators are as follows:

(a) As promptly as possible after dissolution and again after final liquidation, the liquidator(s) shall cause a proper accounting to be made by a recognized firm of certified public accountants of Holdings LLC's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable.

(b) The liquidator(s) shall cause any notice required by law or agreement to be mailed to each known creditor of and claimant against Holdings LLC to be delivered as required.

(c) The liquidator(s) shall pay, satisfy or discharge from Holdings LLC assets all of the debts, liabilities and obligations of Holdings LLC (including all expenses incurred in liquidation and all debts, liabilities and obligations owed to Members) or otherwise make adequate provision for payment and discharge thereof (including the establishment of a cash fund for contingent liabilities in such amount and for such term as the liquidator may reasonably determine).

(d) The balance, if any, of Holdings LLC's remaining assets shall be distributed pursuant to Section 4.2.

(e) The distribution of cash and/or property to a Unitholder in accordance with the provisions of this Section 12.2 constitutes a complete return to the Unitholder of its Capital Contributions and a complete distribution to the Unitholder of its interest in Holdings LLC and all Holdings LLC property and constitutes a compromise to which all Unitholders have consented within the meaning of the Delaware Act. To the extent that a Unitholder returns funds to Holdings LLC, it has no claim against any other Unitholder for those funds.

12.3 Securityholders Agreement. To the extent that units or other equity securities of any Subsidiary or any other Person are distributed to any Unitholders (whether or not pursuant to this Article XII), unless otherwise agreed to by the Manager, such Unitholders hereby agree to enter into a securityholders agreement with such Subsidiary or other Person and each other Unitholder which contains restrictions on the Transfer of such equity securities and other provisions (including with respect to the governance and control of such Subsidiary or other Person) in form and substance similar to the provisions and restrictions set forth herein.

12.4 Cancellation of Certificate. On completion of the distribution of Holdings LLC's assets as provided herein, Holdings LLC shall be terminated (and Holdings LLC shall not be terminated prior to such time), and the Manager (or such other Person or Persons as the Delaware Act may require or permit) shall file a certificate of cancellation with the Secretary of State of the State of Delaware, cancel any other filings made pursuant to this Agreement that are or should be canceled and take such other actions as may be necessary to terminate Holdings LLC. Holdings LLC shall be deemed to continue in existence for all purposes of this Agreement until it is terminated pursuant to this Section 12.4.

12.5 Reasonable Time for Winding Up. A reasonable time shall be allowed for the orderly winding up of the business and affairs of Holdings LLC and the liquidation of its assets pursuant to Section 12.2 in order to minimize any losses otherwise attendant upon such winding up.

12.6 Return of Capital. The liquidators shall not be personally liable for the return of Capital Contributions or any portion thereof to the Unitholders (it being understood that any such return shall be made solely from Holdings LLC assets).

12.7 Hart-Scott-Rodino. In the event the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the "HSR Act") is applicable to any Unitholder, the dissolution of Holdings LLC shall not be consummated until such time as the applicable waiting period (and extensions thereof) under the HSR Act have expired or otherwise been terminated with respect to each such Unitholder.

ARTICLE XIII

VALUATION

13.1 Valuation of Holdings LLC/Subsidiary Securities. The "Fair Market Value" of any Equity Securities of Holdings LLC or any of its Subsidiaries (or their respective successors) shall mean the average of the closing prices of the sales of the securities on all securities exchanges on which the securities may at the time be listed, or, if there have been no sales on any such exchange on any day, the average of the highest bid and lowest asked prices on all such exchanges at the end of such day, or, if on any day such securities are not so listed, the average of the representative bid and asked prices quoted in the NASDAQ System as of 4:00 P.M., New York time, or, if on any day such securities are not quoted in the NASDAQ System, the average of the highest bid and lowest asked prices on such day in the domestic over-the-counter market as reported by the National Quotation Bureau Incorporated, or any similar

successor organization, in each such case averaged over a period of 21 days consisting of the day as of which the Fair Market Value is being determined and the 20 consecutive business days prior to such day. If the dissolution and liquidation (or deemed dissolution and liquidation) of Holdings LLC occurs in connection with a Public Offering, the Fair Market Value of each Equity Security of Holdings LLC or its Subsidiary shall equal the price at which such securities are initially offered to the public in connection with such Public Offering. If the dissolution and liquidation (or deemed dissolution and liquidation) of Holdings LLC occurs in connection with a Sale of Holdings LLC, the Fair Market Value of each applicable equity security shall equal the value implied by such transaction. If at any time the applicable equity securities are not listed on any securities exchange or quoted in the NASDAQ System or the over-the-counter market, and the dissolution and liquidation (or deemed dissolution and liquidation) of Holdings LLC does not occur in connection with a Public Offering or Sale of Holdings LLC, the Fair Market Value of each such applicable equity security shall be determined pursuant to Section 13.2.

13.2 Valuation of Other Assets and Securities. The "Fair Market Value" of all other non-cash assets or of any other securities issued by Holdings LLC shall mean the fair value for such assets or securities as between a willing buyer and a willing seller in an arm's-length transaction occurring on the date of valuation as determined by the Manager in good faith, taking into account all relevant factors determinative of value and (in the case of any such other securities) giving effect to a hypothetical liquidation of Holdings LLC at the Holdings Total Equity Value.

ARTICLE XIV

GENERAL PROVISIONS

14.1 Power of Attorney. Each Unitholder hereby constitutes and appoints the Manager and the liquidators, with full power of substitution, as his or its true and lawful agent and attorney-in-fact, with full power and authority in his or its name, place and stead, to execute, swear to, acknowledge, deliver, file and record in the appropriate public offices (a) this Agreement, all certificates and other instruments and all amendments thereof in accordance with the terms hereof which the Manager deems appropriate or necessary to form, qualify, or continue the qualification of, Holdings LLC as a limited liability company in the State of Delaware and in all other jurisdictions in which Holdings LLC may conduct business or own property; (b) all instruments which the Manager deems appropriate or necessary to reflect any amendment, change, modification or restatement of this Agreement adopted in accordance with its terms; (c) all conveyances and other instruments or documents which the Manager and/or the liquidators deems appropriate or necessary to reflect the dissolution and liquidation of Holdings LLC pursuant to the terms of this Agreement, including a certificate of cancellation; (d) all instruments relating to the admission, withdrawal or substitution of any Unitholder pursuant to Article X or Article XI; and (e) all instruments necessary or requested by the Manager and/or the Majority CoVant Investors in connection with an Approved Sale or pursuant to Section 9.4. The foregoing power of attorney is irrevocable and coupled with an interest, and shall survive the death, disability, incapacity, dissolution, bankruptcy, insolvency or termination of any Unitholder and the Transfer of all or any portion of his or its Units and shall extend to such Unitholder's heirs, successors, assigns and personal representatives.

14.2 Amendments. Subject to and without limiting the right of the Manager to amend this Agreement as expressly provided herein (including pursuant to Section 3.1(b), this Agreement may be amended, modified or waived by the written consent of the Majority CoVant Investors); provided that if any such amendment, modification or waiver requiring the consent of the Majority CoVant Investors would adversely affect in any material respect the rights and obligations of any series, class or sub-class of Units in a manner different than the series, classes or sub-classes of Units held by the Unitholders approving such amendment, modification or waiver, then such amendment, modification or waiver also shall require the written consent of the holders of a majority of such series, class or sub-class of Units so adversely affected, it being understood that the determination of whether any amendment, modification or

waiver would adversely affect in any material respect any series, class or sub-class of Units in a manner different than the series, classes or sub-classes of Units approving such amendment, modification or waiver shall be made in relation to this Agreement as it existed at the time such Units were acquired and as this Agreement was subsequently amended, modified or waived with the required consent of the holders of a majority of such series, class or sub-class of Units so adversely affected (such that any expansion of rights or other improvement in terms for any such holder after the issuance of Units thereto may be taken away or reduced without consent of such holders pursuant to this proviso).

14.3 Title to Holding LLC Assets. Holdings LLC assets shall be deemed to be owned by Holdings LLC as an entity, and no Unitholder, individually or collectively, shall have any ownership interest in such Holdings LLC assets or any portion thereof. Legal title to any or all Holdings LLC assets may be held in the name of Holdings LLC or one or more nominees, as the Manager may determine.

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

14.5 Successors and Assigns. Except as otherwise provided herein, all covenants and agreements contained in this Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns, whether so expressed or not.

14.6 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

14.7 Counterparts; Binding Agreement. This Agreement may be executed simultaneously in two or more separate counterparts (including by means of facsimile or electronic transmission in portable document format (pdf) or comparable electronic transmission), any one of which need not contain the signatures of more than one party, but each of which will be an original and all of which together shall constitute one and the same agreement binding on all the parties hereto. This Agreement and all of the provisions hereof shall be binding upon and effective as to each Person who (a) executes this Agreement in the appropriate space provided in the signature pages hereto notwithstanding the fact that other Persons who have not executed this Agreement may be listed on the signature pages hereto and (b) may from time to time become a party to this Agreement by executing a counterpart of or joinder to this Agreement.

14.8 Descriptive Headings; Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The use of the word "including" in this Agreement shall be by way of example rather than by limitation. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. Whenever required by the context, references to a Fiscal Year shall refer to a portion

thereof. The use of the words "or," "either" and "any" shall not be exclusive. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. Wherever a conflict exists between this Agreement and any other agreement, this Agreement shall control but solely to the extent of such conflict.

14.9 Applicable Law; Forum. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Subject to Section 14.19, any dispute relating hereto (including (i) any action asserting a breach of a fiduciary duty owed by any Manager, officer or employee of Holdings LLC to Holdings LLC or its Members and (ii) any action asserting a claim pursuant to any provision of the Delaware Act) shall be heard solely and exclusively in the state or federal courts of Delaware, and the parties agree to jurisdiction and venue therein.

14.10 Addresses and Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given only (i) when delivered personally to the recipient, (ii) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid) provided that confirmation of delivery is received, (iii) upon machine-generated acknowledgment of receipt after transmittal by facsimile (provided that a confirmation copy is sent via reputable overnight courier service for delivery within two (2) business days thereafter), or (iv) five (5) business days after being mailed to the recipient by certified or registered mail (return receipt requested and postage prepaid). Such notices, demands and other communications shall be sent to Unitholder at the addresses set forth on the Schedule of Unitholders or to such other address or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party. Any notice to the Manager or Holdings LLC shall be deemed given if received by the Manager at the principal office of Holdings LLC designated pursuant to Section 2.5.

14.11 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of Holdings LLC or any of its Affiliates in their capacities as creditors, and no creditor who makes a loan to Holdings LLC or any of its Affiliates may have or acquire (except pursuant to the terms of a separate agreement executed by Holdings LLC in favor of such creditor) at any time, directly as a result of making the loan, any direct or indirect interest in Holdings LLC Profits, Losses, Distributions, capital or property other than as a Member, if applicable, or a secured creditor (to the extent provided in the applicable agreements and instruments).

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

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

14.14 Offset. Whenever Holdings LLC is to pay any sum to any Unitholder or any Affiliate or related Person thereof, any amounts that such Unitholder or such Affiliate or related Person owes to Holdings LLC or any of its Subsidiaries under any promissory note or other debt instrument issued to Holdings LLC or any of its Subsidiaries or any other bona fide obligation owed to Holdings LLC or any of its Subsidiaries may be deducted from that sum before payment.

14.15 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The parties hereto intend that each covenant and agreement contained herein shall have independent significance. If any party has breached any covenant or agreement contained herein in any respect, the fact that there exists another covenant or agreement relating to the same subject matter (regardless of the relative levels of specificity) which such party has not breached shall not detract from or mitigate the fact that such party is in breach of the first covenant or agreement.

14.16 Entire Agreement. This Agreement and those documents expressly referred to herein and other documents dated as of even date herewith embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way (including, for the avoidance of doubt, the Initial LLC Agreement).

14.17 Opt-in to Article 8 of the Uniform Commercial Code. The Unitholders hereby agree that the Units shall be securities governed by Article 8 of the Uniform Commercial Code of the State of Delaware (and the Uniform Commercial Code of any other applicable jurisdiction).

14.18 Delivery by Facsimile or Comparable Electronic Transmission. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or electronic transmission in portable document format (pdf) or comparable electronic transmission, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or pdf electronic transmission or comparable electronic transmission to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or pdf electronic transmission or comparable electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

14.19 MUTUAL WAIVER OF JURY TRIAL. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES HERETO, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY AND/OR THE RELATIONSHIP ESTABLISHED AMONG THE PARTIES HEREUNDER. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN

EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

14.20 Survival. Sections 2.7, 4.8, 5.5, 6.1, 6.4 and 8.4 shall survive and continue in full force in accordance with its terms notwithstanding any termination of this Agreement or the dissolution of Holdings LLC.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed on their behalf this Amended and Restated Limited Liability Company Agreement of Legos Holdings, LLC as of the date first written above.

LEGOS HOLDINGS, LLC

By: _____
Name: Douglas C. Grissom
Its: President

COVANT TECHNOLOGIES II LLC - SERIES LGS

By: _____
Name: Douglas C. Grissom
Its: Manager

SCHEDULE OF UNITHOLDERS

On File with Holdings LLC

LEGOS ~~INTERMEDIATE~~ HOLDINGS, LLC

AMENDMENT NO. 1
TO
AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

THIS AMENDMENT NO. 1 TO AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Amendment") is made and entered into as of May 16, 2014 (the "Effective Date") by CoVant Technologies II LLC - Series LGS, a "series" of CoVant Technologies II LLC, a Delaware limited liability company (the "Manager"), in its capacity as the sole manager of Legos Holdings, LLC, a Delaware limited liability company (the "Company"). Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain Amended and Restated Limited Liability Company Agreement of the Company, dated as of March 31, 2014 (the "LLC Agreement").

WHEREAS, pursuant to Section 3.1(b)(ii) of the LLC Agreement, the Manager has the right at any time and from time to time to authorize and cause the Company to create and/or issue additional Equity Securities of the Company, in which event the Manager also has the power to amend the LLC Agreement and/or the Schedule of Unitholders attached thereto to make any such amendments as it deems necessary or desirable to reflect such additional issuances (including amending this Agreement to increase the number of Equity Securities of any class, group or series), in each case without the approval or consent of any other Person; and

WHEREAS, the Manager now desires to authorize certain additional Class A Units and to enter into this Amendment to reflect the foregoing.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements contained herein, the Manager hereby amends the LLC Agreement as follows:

1. Amendment to LLC Agreement. Section 3.1(b)(i) of the LLC Agreement is hereby amended and restated in its entirety to read as follows:

> "(i) The authorized Units that Holdings LLC has authority to issue consist entirely of 25,000,000 Class A Units and 2,000,000 Incentive Units. For so long as any of the Class A Units remain outstanding, the Class A Units will rank senior to the Incentive Units and any other class, group or series of Units or other Equity Securities."

2. Interpretation of Certain Terms. The words "this Agreement," "herein," "hereof" and other like words in the LLC Agreement from and after the Effective Date shall mean and include the LLC Agreement as amended hereby.

3. No Further Amendment. Except as expressly provided in this Amendment, the terms and conditions of the LLC Agreement are and remain in full force and effect.

4. Execution and Delivery. This Amendment may be delivered by means of facsimile or other electronic transmission (including by facsimile or electronic transmission in portable document format (pdf)), copies of which when so executed and delivered shall be deemed an original.

5. Governing Law. This Amendment is governed by and shall be construed in accordance with the law of the State of Delaware excluding any conflict-of-laws rule or principle that might refer the governance or construction of this Amendment to the law of another jurisdiction.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the undersigned has executed or caused to be executed on its behalf this Amendment No. 1 to Amended and Restated Limited Liability Company Agreement as of the date first above written.

COVANT TECHNOLOGIES II LLC - SERIES LGS

By: _____
Name: Douglas C. Grissom
Its: Manager

Exhibit B

Equity Agreement

Please See Attached

EXECUTION COPY

EQUITY INCENTIVE AGREEMENT

THIS EQUITY INCENTIVE AGREEMENT (this "Agreement") is made and entered into effective as of January 1, 2016 (the "Effective Date"), by and between Legos Holdings, LLC, a Delaware limited liability company (the "Company"), and the undersigned identified as "Incentive Grantee" on the signature pages attached hereto ("Incentive Grantee"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Holdings LLC Agreement.

WHEREAS, the Company desires to issue and grant to Incentive Grantee the number of Incentive Units set forth on Schedule A attached hereto (collectively, the "Grantee Incentive Units") on the terms and subject to the conditions set forth herein; and

WHEREAS, a condition to the execution and delivery of this Agreement by the Company and the effectiveness of this Agreement is the execution and delivery by Incentive Grantee of that certain Amended and Restated Limited Liability Company Agreement of Legos Holdings, LLC, dated as of March 31, 2014, by and among the Company, Incentive Grantee, and the other parties signatory thereto (as amended or modified from time to time, the "Holdings LLC Agreement").

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

1. Issuance of Incentive Units.

(a) Issuance. The Company and Incentive Grantee hereby agree that upon execution of this Agreement, the Company shall (and hereby does) issue and grant to Incentive Grantee the Grantee Incentive Units for no monetary consideration from Grantee. The Grantee Incentive Units issued hereunder shall have an initial Participation Threshold equal to $188,900,000 (and, as a result, Distributions (excluding, for the avoidance of doubt, Tax Distributions) in an aggregate amount equal to such Participation Threshold must be made by the Company in respect of the other Units that were outstanding immediately prior to the issuance of the Grantee Incentive Units hereunder from and after the date of issuance of the Grantee Incentive Units issued hereunder before the holder(s) of such Grantee Incentive Units issued hereunder shall be entitled to receive any Distributions from the Company in respect thereof (whether pursuant to Section 4.2 of the Holdings LLC Agreement or otherwise), after which such Grantee Incentive Units will be entitled to participate ratably in any additional Distributions (subject to the other provisions of this Agreement and the Holdings LLC Agreement, including the setting aside of Reserve Amounts)), and such Participation Threshold applicable to the Grantee Incentive Units issued hereunder shall be subject to adjustment from time to time after the date hereof in accordance with the applicable provisions of the Holdings LLC Agreement. Contemporaneously herewith, Incentive Grantee shall deliver to the Company (A) an executed counterpart signature page to the Holdings LLC Agreement, and (B) an executed spousal consent in the form of Exhibit A attached hereto.

(b) Code Section 83(b) Election. The Grantee Incentive Units are intended to be "profits interests" under IRS Revenue Procedure 93-27 and IRS Revenue Procedure 2001-43, and the provisions of this Agreement shall be interpreted and applied consistently therewith. Within thirty (30) days after the date hereof, Incentive Grantee shall make an effective election with the Internal Revenue

Service under Section 83(b) of the Internal Revenue Code of 1986 (as amended, the "Code") and the regulations promulgated thereunder in the form of Exhibit B attached hereto.

(c) Acknowledgements. As a material inducement to the Company to enter into this Agreement and to issue to Incentive Grantee the Grantee Incentive Units and as a condition thereto, Incentive Grantee acknowledges and agrees that, none of the execution and delivery of this Agreement, any provision contained herein, the issuance of the Grantee Incentive Units hereunder or Incentive Grantee's status as a unitholder or member of the Company shall:

(i) entitle Incentive Grantee to remain in the employment of the Company or any of its Subsidiaries or affect the right of the Company or any of its Subsidiaries to terminate Incentive Grantee's employment at any time and for any reason;

(ii) impose upon the Company or any of its Subsidiaries any duty or obligation to disclose to Incentive Grantee, or create in Incentive Grantee any right to be advised of, any material information regarding the Company or any of its Subsidiaries at any time prior to, upon or in connection with the repurchase of any Grantee Incentive Units upon the termination of Incentive Grantee's employment with the Company or its Subsidiaries or otherwise provided hereunder; or

(iii) entitle Incentive Grantee to receive or purchase any additional Units, except as and to the extent provided in Section 3.1(c) (Preemptive Rights) of the Holdings LLC Agreement.

(d) Compensation Arrangements. The Company and Incentive Grantee acknowledge and agree that (i) this Agreement has been executed and delivered, and the Grantee Incentive Units have been issued, in connection with and as a part of the compensation and incentive arrangements among the Company and its Subsidiaries and Incentive Grantee, and (ii) the issuance of the Grantee Incentive Units to Incentive Grantee hereunder is intended to be exempt from registration under the Securities Act pursuant to Regulation D and/or Rule 701 thereunder.

2. Representations and Warranties. In connection with the granting of the Grantee Incentive Units hereunder, Incentive Grantee represents and warrants to the Company as follows:

(a) Incentive Grantee is acquiring the Grantee Incentive Units for Incentive Grantee's own account, not as a nominee or agent, and not with the view toward, or for resale in connection with, any distribution thereof in violation of the Securities Act. Incentive Grantee understands that the Grantee Incentive Units have not been, and will not be, registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act, the availability of which depends upon, among other things, the bona fide nature of Incentive Grantee's intentions with respect to the Grantee Incentive Units and the accuracy of Incentive Grantee's representations and warranties contained in this Agreement. Incentive Grantee is an "accredited investor" within the meaning of Rule 501(a) of Regulation D, promulgated under the Securities Act.

(b) Incentive Grantee has had the opportunity to consult Incentive Grantee's own tax advisors with respect to the tax consequences to Incentive Grantee of the receipt, vesting, and ownership of the Grantee Incentive Units, including the tax consequences under federal, state, local, and other income tax laws of the United States or any other country and the possible effects of changes in such tax laws. Incentive Grantee acknowledges that neither the Company nor any of its Subsidiaries or other Affiliates nor any of their respective past or present directors, officers, employees, agents, and

representatives (including, without limitation, their respective attorneys) makes or has made any representations or warranties to Incentive Grantee regarding the tax consequences to Incentive Grantee of the receipt, vesting, and ownership of the Grantee Incentive Units, including the tax consequences under federal, state, local, and other tax laws of the United States or any other country and the possible effects of changes in such tax laws.

(c) This Agreement constitutes the legal, valid, and binding obligation of Incentive Grantee, enforceable in accordance with its terms, and the execution, delivery, and performance of this Agreement by Incentive Grantee does not and will not conflict with, violate, or cause a breach of any agreement, contract, or instrument to which Incentive Grantee is a party or any judgment, order, or decree to which Incentive Grantee is subject.

(d) Incentive Grantee has not been induced to agree to or execute this Agreement by any statement, act, or representation or warranty of any kind or character by anyone, except as contained herein, and executes this Agreement of Incentive Grantee's own choice and free will, after having the opportunity to receive the advice of Incentive Grantee's attorney.

(e) Incentive Grantee has had an opportunity to ask questions and receive answers concerning the terms and conditions of the offering of the Grantee Incentive Units and has had full access to such other information concerning the Company and its Subsidiaries as Incentive Grantee has requested.

(f) Incentive Grantee has fully reviewed this Agreement and those documents expressly referred to herein and other documents of even date herewith (including, without limitation, the Holdings LLC Agreement) and has full knowledge of each of their terms, consents to such terms, and agrees not to raise any claim against the Company or any of its Subsidiaries, related to the performance by the Company and its Subsidiaries thereunder.

(g) Incentive Grantee is a resident of the State indicated on the signature page hereto.

(h) Incentive Grantee has carefully reviewed this Agreement and has been given the opportunity to consult with independent legal counsel regarding Incentive Grantee's rights and obligations under this Agreement and has consulted with such independent legal counsel regarding the foregoing (or, after carefully reviewing this Agreement, has freely decided not to consult with independent legal counsel), has given careful consideration to the restraints imposed upon Incentive Grantee by this Agreement, fully understands the terms and conditions contained herein, and is in full accord as to their necessity for the reasonable and proper protection of the Company and its Subsidiaries and other Affiliates and intends for such terms to be binding on and enforceable against Incentive Grantee.

3. Vesting of Grantee Incentive Units.

(a) General. Upon execution of this Agreement, all of the Grantee Incentive Units shall be unvested upon their issuance and shall vest in accordance with this Section 3 only so long as Incentive Grantee continues to be employed by the Company or any of its Subsidiaries. Notwithstanding any other provision of this Agreement, no Grantee Incentive Units shall vest after the date on which Incentive Grantee ceases to be employed by the Company and its Subsidiaries for any reason, including, without limitation, Incentive Grantee's death or disability (as defined in accordance with Section 22(e)(3) of the Code) or any such cessation of employment (a "Termination"), with the date of any such Termination being the "Termination Date."

(b) Scheduled Vesting. Except as otherwise provided in Section 3(c), the Grantee Incentive Units issued to Incentive Grantee hereunder shall vest as follows: twenty percent (20%) of such Grantee Incentive Units shall become vested on each of the first five (5) anniversaries of the date hereof (the "Vesting Commencement Date") (such that all of the Grantee Incentive Units shall become vested on the fifth (5th) anniversary of the Vesting Commencement Date) if (and only if) as of each such date Incentive Grantee has been continuously employed and is still employed by the Company or any of its Subsidiaries from the date hereof through each such date. The portion of the Grantee Incentive Units that shall have vested in accordance with this Section 3 as of any date shall be rounded down to the nearest whole Grantee Incentive Unit.

(c) Accelerated Vesting. Notwithstanding the foregoing Section 3(b), all of Incentive Grantee's then unvested Grantee Incentive Units shall be deemed to have vested in full and shall be vested Units for all purposes of this Agreement and the Holdings LLC Agreement upon the consummation of a Sale of Holdings LLC, if (and only if) Incentive Grantee has been continuously employed, and is still employed by the Company or any of its Subsidiaries from the date hereof through the date on which such Sale of Holdings LLC is consummated. For the avoidance of doubt and notwithstanding anything to the contrary contained in this Agreement, no Grantee Incentive Units shall vest hereunder solely as a result of the Company consummating an initial Public Offering.

4. Forfeiture and Repurchase of Grantee Incentive Units.

(a) Forfeiture and Repurchase of Grantee Incentive Units. Upon Incentive Grantee's Termination, (i) all unvested Grantee Incentive Units automatically (without any action by Incentive Grantee or any of Incentive Grantee's transferees) will be forfeited to the Company and deemed no longer outstanding without any payment in respect thereof and (ii) the Company shall have the right (but not the obligation) to purchase all or any portion of the vested Grantee Incentive Units, whether held by Incentive Grantee or by one or more of Incentive Grantee's transferees (other than the Company, any CoVant Investor, or any of their respective Affiliates), pursuant to the terms and conditions set forth in this Section 4 (the "Repurchase Option").

(b) Purchase Price. The purchase price for each vested Grantee Incentive Unit for purposes of the Repurchase Option shall be equal to the Fair Market Value of such vested Grantee Incentive Units as of the Termination Date; provided that, in the event that (i) such Termination results from the Company's termination of Incentive Grantee's employment for Cause at any time, or (ii) prior to the consummation of any repurchase hereunder, Incentive Grantee violates any agreement Incentive Grantee has with the Company or any of its Subsidiaries in respect of non-competition, non-solicitation, confidentiality or the like, then all of the vested Grantee Incentive Units automatically (without any action by Incentive Grantee or any of Incentive Grantee's transferees) will be forfeited to the Company and deemed no longer outstanding without any payment in respect thereof.

(c) Repurchase by the Company. The Company may elect within twelve (12) months following the Termination Date to repurchase all or any portion of the Grantee Incentive Units subject to the Repurchase Option by delivering written notice (each, a "Repurchase Notice") to Incentive Grantee and/or one or more of Incentive Grantee's direct or indirect transferees within such twelve (12) month period. The Repurchase Notice shall set forth the type and/or number of Grantee Incentive Units to be acquired from Incentive Grantee and/or one or more of Incentive Grantee's direct or indirect transferees, the aggregate consideration to be paid for such Grantee Incentive Units (if known) and the time and place for the closing of the transaction. The Grantee Incentive Units to

be purchased by the Company shall first be satisfied to the extent possible from the Grantee Incentive Units held by Incentive Grantee at the time of delivery of the Repurchase Notice. If the number of Grantee Incentive Units then held by Incentive Grantee is less than the number of Grantee Incentive Units the Company has elected to purchase, the Company shall purchase the remaining Grantee Incentive Units elected to be purchased from Incentive Grantee's direct or indirect transferees, pro rata according to the number of Grantee Incentive Units held by such transferees(s) at the time of delivery of such Repurchase Notice (determined as close as practical to the nearest whole Unit).

(d) Purchase by the CoVant Investors. If for any reason the Company does not elect to purchase all of the Grantee Incentive Units pursuant to the Repurchase Option, each of the CoVant Investors shall be entitled to exercise the Repurchase Option for all or any portion of the Grantee Incentive Units that the Company has not elected to purchase (the "Available Securities"). As soon as practicable after the Company has determined that there will be Available Securities, the Company shall deliver written notice (each, an "Option Notice") to each of the CoVant Investors setting forth the type and number of Available Securities and the purchase price for each such Available Security (if known). The CoVant Investors may elect to purchase any or all of the Available Securities by delivering written notice to the Company within thirty (30) days after receipt of the Option Notice from the Company. If more than one CoVant Investor elects to purchase the Available Securities and such elections exceed the number of Available Securities, the number of Available Securities to be purchased by the electing CoVant Investors shall be allocated among them pro rata according to the number of Class A Units owned by each such CoVant Investor. As soon as practicable, and in any event within ten (10) days after the expiration of such thirty (30)-day period, the Company shall notify Incentive Grantee and/or each of Incentive Grantee's direct or indirect transferees (if any) as to the type and number of Grantee Incentive Units to be purchased from Incentive Grantee and each such transferee (if any) by the CoVant Investors (the "Supplemental Repurchase Notice"). At the time the Company delivers the Supplemental Repurchase Notice to Incentive Grantee and/or each of Incentive Grantee's direct or indirect transferees (if any), each of the CoVant Investors shall also receive written notice from the Company setting forth the type and number of Grantee Incentive Units it is entitled to purchase, the aggregate purchase price therefor, and the time and place of the closing of the transaction.

(e) Repurchase Closing. The closing of the purchase of the Grantee Incentive Units pursuant to the Repurchase Option shall take place on the date designated by the Company in the Repurchase Notice or Supplemental Repurchase Notice, as the case may be, which date shall not be more than sixty (60) days nor less than five (5) days after the delivery of the later of either such notice to be delivered. Subject to Section 4(f), the Company and/or the CoVant Investors, as the case may be, shall pay for the Grantee Incentive Units to be purchased by it and/or them, as applicable, pursuant to the Repurchase Option by delivery of a check or wire transfer of funds (except that the Company shall be permitted to offset amounts outstanding under any bona fide debts owed by Incentive Grantee (or any of Incentive Grantee's direct or indirect transferees (other than the Company or any CoVant Investor) to the extent such transferee is due payment for Grantee Incentive Units being repurchased to the Company or any of its Affiliates)), and Incentive Grantee and each of Incentive Grantee's direct or indirect transferees from which Grantee Incentive Units are being repurchased shall deliver the certificate or certificates (if any) representing such Grantee Incentive Units to the Company or CoVant Investors or their respective nominees, accompanied by duly executed unit powers or other instruments of assignment and conveyance reasonably requested by the Company or any CoVant Investor. Notwithstanding the foregoing, the Company may, at its sole option, elect to pay all or any portion of the purchase price payable by it with respect to the Grantee Incentive Units it elects to repurchase pursuant to this Section 4 by issuing an unsecured and subordinated promissory note (a "Subordinated Note") bearing interest at a per annum rate equal to the prime rate as published in The Wall Street Journal

on the closing date of such repurchase plus two hundred (200) basis points, which interest shall be payable upon maturity of the note, and becoming due and payable upon the earlier of (i) the third anniversary of the date of issuance and (ii) the date on which a Sale of Holdings LLC is consummated or the Company is liquidated or dissolved. Any purchaser of Grantee Incentive Units hereunder shall be entitled to receive customary representations and warranties from Incentive Grantee and any other seller regarding such sale of securities (including representations and warranties that Incentive Grantee or such other seller, as applicable, has good title to such securities, such securities are free and clear of any liens or encumbrances, and there are not conflicts to, or necessary consents for, such sale).

(f) Certain Restrictions. Notwithstanding anything to the contrary contained in this Agreement, all repurchases of Grantee Incentive Units by the Company shall be subject to all applicable restrictions contained in the Delaware Act and in the debt and equity financing agreements of the Company and its Subsidiaries. If any such restrictions prohibit or restrict the repurchase of Grantee Incentive Units hereunder or the payment of any dividend to the Company or any of its Subsidiaries in order to make such repurchase which the Company is otherwise entitled or required to make, then the time period provided in this Section 4 shall be suspended and the Company shall make such repurchases as soon after delivery of the Repurchase Notice as it is permitted to do so under such restrictions. Any Subordinated Notes issued by the Company pursuant to Section 4(e) shall be subject to any restrictive covenants to which the Company is subject at the time of such purchase and any subordination provisions required by the Company's lenders and may be prepaid only to the extent permitted by the Company's loan agreements and related documents with the Company and its Subsidiaries' senior and subordinated lenders.

(g) Deemed Purchase. If the Company and/or any CoVant Investor has elected to exercise the Repurchase Option, and the Company and/or such CoVant Investor make available the consideration for the Grantee Incentive Units to be repurchased in accordance with the terms hereof and the Holdings LLC Agreement, then from and after such time, the holder of such Grantee Incentive Units from whom such securities are to be repurchased shall be deemed to transfer all rights, title, and interest in and to such Grantee Incentive Units and shall cease to have any rights as a holder of such Grantee Incentive Units (other than the right to receive payment in respect thereof in accordance with the terms hereof and the Holdings LLC Agreement), and such Grantee Incentive Units shall be deemed repurchased and the Company and/or such CoVant Investor, as the case may be, shall be deemed the owner(s) (of record and beneficially) and holder(s) of such Grantee Incentive Units, whether or not any certificate representing such Grantee Incentive Units has been delivered as required by this Agreement.

(h) Continuation of Repurchase Right; Termination. The Repurchase Option set forth in this Section 4 shall continue with respect to the Grantee Incentive Units following any Transfer thereof. The Repurchase Option set forth in this Section 4 shall expire with respect to all vested Grantee Incentive Units upon consummation of the earlier of (i) a Sale of Holdings LLC and (ii) the Company's initial Public Offering.

5. Restrictions on Transfer of Grantee Incentive Units. Neither Incentive Grantee nor any other holder of Grantee Incentive Units shall Transfer or otherwise dispose of (whether with or without consideration and whether voluntary or involuntary or by operation of law or otherwise) any interest in any Grantee Incentive Units, except for (i) any Transfer pursuant to Section 4 and (ii) any Transfer that is permitted pursuant to this Agreement and the Holdings LLC Agreement; provided that, for the avoidance of doubt, no unvested Grantee Incentive Units shall be Transferred except pursuant to Section 4. Neither Incentive Grantee nor any other holder of Grantee Incentive Units shall Transfer any

interest in any Grantee Incentive Units, except in accordance with this Agreement and the Holdings LLC Agreement.

6. Additional Restrictions on Transfer.

(a) Legend. In addition to any legend required under the Holdings LLC Agreement or any other applicable agreement, any certificates and/or instruments representing the Grantee Incentive Units will bear a legend in substantially the following form:

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY GRANTED AS OF JANUARY 1, 2016, HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION THEREUNDER. THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ALSO SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER, CERTAIN REPURCHASE OPTIONS, AND CERTAIN OTHER AGREEMENTS SET FORTH IN AN EQUITY AGREEMENT BETWEEN LEGOS HOLDINGS, LLC (THE "COMPANY") AND AN INCENTIVE GRANTEE OF THE COMPANY, DATED AS OF JANUARY 1, 2016, AS AMENDED. A COPY OF SUCH AGREEMENT MAY BE OBTAINED BY THE HOLDER HEREOF AT THE COMPANY'S PRINCIPAL PLACE OF BUSINESS WITHOUT CHARGE."

(b) Transfer Obligations. Prior to any Transfer of any interest in any Grantee Incentive Units (other than pursuant to Section 4 of this Agreement or in connection with a Sale of Holdings LLC pursuant to and in accordance with the Holdings LLC Agreement), Incentive Grantee or such other holder of Grantee Incentive Units shall cause the prospective transferee to be bound by this Agreement and the Holdings LLC Agreement and to execute and deliver to the Company a joinder or counterpart of this Agreement and the Holdings LLC Agreement, each in form and substance satisfactory to the Company.

7. Confidentiality. Without in any way limiting any other agreement that Incentive Grantee may have with Company or its Subsidiaries, Incentive Grantee acknowledges that the information, observations, and data (including trade secrets) obtained by Incentive Grantee while employed by the Company and its Subsidiaries concerning the business or affairs of the Company or its Subsidiaries ("Confidential Information") are the property of the Company or such Subsidiary. Therefore, Incentive Grantee agrees that Incentive Grantee shall not disclose to any person or entity or use for Incentive Grantee's own purposes any Confidential Information or any confidential or proprietary information of other persons or entities in the possession of the Company and its Subsidiaries ("Third Party Information"), without the prior written consent of the Sole Manager, unless and to the extent that the Confidential Information or Third Party Information becomes generally known to and available for use by the public other than as a result of Incentive Grantee's acts or omissions. Upon ceasing to be employed by, or continuously providing services to, the Company and its Subsidiaries, Incentive Grantee shall deliver to the Company on the Termination Date, or at any other time the Company may request, all memoranda, notes, plans, records, reports, computer files, disks and tapes, printouts and

software, and other documents and data (and copies thereof) embodying or relating to Third Party Information, Confidential Information, Work Product (as defined below), or the business of the Company or its Subsidiaries which Incentive Grantee may then possess or have under Incentive Grantee's control.

8. Intellectual Property, Inventions, and Patents. Without in any way limiting any other agreement that Incentive Grantee may have with Company or its Subsidiaries, Incentive Grantee acknowledges that all discoveries, concepts, ideas, inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, patent applications, copyrightable work and mask work (whether or not including any Confidential Information) and all registrations or applications related thereto, and all other proprietary information and all similar or related information (whether or not patentable or registrable) which relate to the Company's or any of its Subsidiaries' actual or anticipated business, research and development, or existing or future products or services and which are conceived, developed, or made by Incentive Grantee (whether alone or jointly with others) in the course of employment by the Company and its Subsidiaries, whether before or after the date of this Agreement ("Work Product"), belong to the Company or such Subsidiary. Incentive Grantee shall promptly disclose such Work Product to the Sole Manager and, at the Company's expense, perform all actions reasonably requested by the Sole Manager (whether during or after the Employment Period) to establish and confirm such ownership (including, without limitation, assignments, consents, powers of attorney, and other instruments). Incentive Grantee acknowledges that all Work Product shall be deemed to constitute "works made for hire" under the U.S. Copyright Act of 1976, as amended. To the extent effective, in accordance with the Title 19, Chapter 8, Section 805 of the Delaware Code, the Incentive Grantee is hereby advised that this Section 8 regarding the Company's and its Subsidiaries' ownership of Work Product does not apply to any invention for which no equipment, supplies, facilities, or trade secret information of the Company or any Subsidiary was used and which was developed entirely on the Incentive Grantee's own time, unless (i) the invention relates to the business of the Company or any Subsidiary or to the Company's or any Subsidiaries' actual or demonstrably anticipated research or development or (ii) the invention results from any work performed by the Incentive Grantee for the Company or any Subsidiary.

9. Non-Compete; Non-Solicitation and No-Hire.

(a) Non-Compete. In further consideration of the Grantee Incentive Units being issued to Incentive Grantee hereunder, and without in any way limiting any other agreement that Incentive Grantee may have with the Company or any of its Subsidiaries, Incentive Grantee acknowledges that during the Employment Period, Incentive Grantee shall become familiar with the Company's and the Subsidiaries' trade secrets and with other Confidential Information concerning the Company and its Subsidiaries and that Incentive Grantee's services shall be of special, unique, and extraordinary value to the Company and its Subsidiaries. Therefore, Incentive Grantee agrees that, during the Noncompete Period, Incentive Grantee shall not directly or indirectly own any interest in, manage, control, participate in, consult with, render services for or on behalf of, be employed in an executive, managerial, or administrative capacity by, or in any manner engage in any business with (collectively, "Future Services"), any Person that Incentive Grantee knows or reasonably should know is or plans to be during the Noncompete Period in direct competition with the businesses of the Company or its Subsidiaries as such businesses exist or are in the process of being developed during the Employment Period or on the date on which the Employment Period terminates, (any such Person, a "Competing Business"), within any geographical area in which the Company or its Subsidiaries engage or plan to engage in such businesses. Nothing herein shall prohibit Incentive Grantee from (x) being a passive owner of not more than two percent (2%) of the outstanding stock of any class of a corporation which is

publicly traded, so long as Incentive Grantee has no active participation in the business of such corporation, or (y) providing Future Services to any business unit or segment of a Competing Business if such business unit or segment itself does not directly compete with the businesses of the Company or its Subsidiaries as such businesses exist or are in the process of being developed during the Employment Period or on the date on which the Employment Period terminates.

(b) Non-Solicitation and No-Hire. In addition, during the Noncompete Period, Incentive Grantee shall not directly or indirectly through another person or entity (i) induce or attempt to induce any employee of the Company or any Subsidiary to leave the employ of the Company or such Subsidiary, or in any way interfere with the relationship between the Company or any Subsidiary and any employee thereof, (ii) hire any person who is, or was during the preceding twelve (12) month period, an employee of the Company or any Subsidiary or (iii) induce or attempt to induce any customer, supplier, licensee, licensor, franchisee, or other business relation of the Company or any Subsidiary to cease doing business with the Company or such Subsidiary, or in any way interfere with the relationship between any such customer, supplier, licensee, or business relation and the Company or any Subsidiary (including, without limitation, making any negative or disparaging statements or communications regarding the Company or its Subsidiaries).

(c) Enforcement. If, at the time of enforcement of Section 7 or Section 8 or this Section 9, a court shall hold that the duration, scope, or area restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum duration, scope, or area reasonable under such circumstances shall be substituted for the stated duration, scope, or area and that the court shall be allowed to revise the restrictions contained herein to cover the maximum period, scope, and area permitted by law. In the event of the breach or a threatened breach by Incentive Grantee of any of the provisions of this Section 9, the Company and its Subsidiaries would suffer irreparable harm, and in addition and supplementary to other rights and remedies existing in its favor, the Company and its Subsidiaries shall be entitled to specific performance and/or injunctive or other equitable relief from a court of competent jurisdiction in order to enforce or prevent any violations of the provisions hereof (without posting a bond or other security). In addition, in the event of a breach or violation by Incentive Grantee of this Section 9, the Noncompete Period shall be automatically extended by the amount of time between the initial occurrence of the breach or violation and when such breach or violation has been duly cured.

(d) Incentive Grantee Acknowledgements. Incentive Grantee acknowledges that the provisions of Section 7 and Section 8 and this Section 9 are in consideration of the issuance of the Grantee Incentive Units. Incentive Grantee also acknowledges that (i) the restrictions contained in Section 7 and Section 8 and this Section 9 do not preclude Incentive Grantee from earning a livelihood, nor do they unreasonably impose limitations on Incentive Grantee's ability to earn a living, (ii) the business of the Company and its Subsidiaries will be international in scope and without geographical limitation, and (iii) notwithstanding the state of formation or principal office of the Company or residence of any of its Incentive Grantees or employees (including Incentive Grantee), it is expected that the Company and its Subsidiaries will have business activities and have valuable business relationships within its industry throughout the world. Incentive Grantee acknowledges and agrees that the potential harm to the Company and its Subsidiaries of the non- enforcement of Section 7 and Section 8 and this Section 9 outweighs any potential harm to Incentive Grantee of its enforcement by injunction or otherwise. Incentive Grantee acknowledges that Incentive Grantee has carefully read this Agreement, has reviewed (or has had the opportunity to review) the provisions of this Agreement with Incentive Grantee's legal counsel, and has given careful consideration to the restraints imposed upon Incentive Grantee by this Agreement and is in full accord as to their necessity for the reasonable and

proper protection of confidential and proprietary information of the Company and its Subsidiaries now existing or to be developed in the future and that each and every restraint imposed by this Agreement is reasonable with respect to subject matter, time period, and geographical area.

10. Definitions. For the purposes of this Agreement, the following capitalized terms have the meanings set forth below:

"Cause" means one or more of the following: (i) commission of or plea of *nolo contendere* to a felony or other crime involving moral turpitude or the commission of any crime involving misappropriation, embezzlement, or fraud with respect to the Company or any of its Subsidiaries or any of their customers or suppliers, (ii) conduct causing the Company or any of its Subsidiaries substantial public disgrace or disrepute or economic harm, (iii) repeated failure to perform duties consistent with this Agreement as reasonably directed by the Sole Manager, (iv) any act or knowing omission aiding or abetting a competitor, supplier, or customer of the Company or any of its Subsidiaries to the disadvantage or detriment of the Company and its Subsidiaries, (v) breach of fiduciary duty, gross negligence, or willful misconduct with respect to the Company or any of its Subsidiaries, or (vi) any material breach by Incentive Grantee of this Agreement or any other agreement between Incentive Grantee and the Company or any of its Subsidiaries which is incurable or not cured to the Sole Manager's reasonable satisfaction within thirty (30) days after written notice thereof to Incentive Grantee; provided, that if Incentive Grantee has a written employment or other agreement with the Company or any of its Subsidiaries that contains a definition of "cause," then Cause as used herein shall have the meaning set forth in such employment or other agreement.

"Employment Period" shall mean the period of time during which Incentive Grantee is employed by the Company or its Subsidiaries.

"Grantee Incentive Units" means (i) the Incentive Units issued to Incentive Grantee hereunder, and (ii) any securities issued or issuable directly or indirectly with respect to the foregoing by way of a unit dividend or unit split or in connection with a combination of units, recapitalization, merger, consolidation, or other reorganization. As to any particular securities constituting Grantee Incentive Units hereunder, such securities shall continue to be Grantee Incentive Units in the hands of any holder other than Incentive Grantee (except for the Company and the CoVant Investors), and, except as otherwise provided herein or in the Holdings LLC Agreement, each such other holder of Grantee Incentive Units shall succeed to all rights and obligations attributable to such Person as a holder of Grantee Incentive Units hereunder.

"Noncompete Period" means the Employment Period and the period after termination of the Employment Period ending on the one (1)-year anniversary of the Termination Date; provided, that the Noncompete Period shall automatically terminate on the date upon which Incentive Grantee no longer holds any ownership interest in any Grantee Incentive Units by virtue of an Approved Sale under the Holdings LLC Agreement.

"Sole Manager" has the meaning given to the term "Manager" in the Holdings LLC Agreement.

11. Notices. All notices, demands, and other communications to be given under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when delivered personally to the recipient, (ii) when sent to the recipient by confirmed electronic mail or facsimile if sent during normal business hours of the recipient on a business day, but if not, then on the

next business day, (iii) one (1) business day after it is sent to the recipient by reputable overnight courier service (charges prepaid), or (iv) three (3) days after it is deposited in the U.S. Mail, addressed to the recipient, first-class mail, return receipt requested. Such notices, demands, and other communications shall be sent to the Company at the address specified below and to Incentive Grantee at such address as indicated on the signature page hereto, or at such address or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party. Any party may change its address for receipt of notice by providing prior written notice of the change to the sending party. The Company's address for the foregoing purpose is:

Legos Holdings, LLC
13665 Dulles Technology Drive
Suite 301
Herndon, Virginia 20171
Attention: General Counsel

[As of the Effective Date, the General Counsel is Michael Garson, garson@lgsinnovations.com, (703) 394-1450.]

with copies (which shall not constitute notice) to:

Madison Dearborn Partners, LLC
Three First National Plaza
70 W. Madison, Suite 4600
Chicago, Illinois 60602
Attention: Douglas C. Grissom, Matthew W. Norton, and Mark B. Tresnowski
Facsimile No.: (312) 895-1001

12. General Provisions.

(a) Transfers in Violation of Agreements. Any Transfer or attempted Transfer of any Grantee Incentive Units in violation of any provision of this Agreement or the Holdings LLC Agreement shall be void, and the Company shall not record such Transfer on its books or treat any purported transferee of such Grantee Incentive Units as the owner of such securities for any purpose.

(b) Understanding By Incentive Grantee. The determination of Incentive Grantee to enter into this Agreement has been made by Incentive Grantee independent of any other purchaser or grantee of the Company's securities and independent of any statements or opinions as to the advisability of such or as to the properties, business, prospects, or condition (financial or otherwise) of the Company and its Subsidiaries which may have been made or given by any such other purchaser, grantee, or by any agent or employee of any such other purchaser or grantee. Incentive Grantee understands that in the future the Grantee Incentive Units may significantly increase or decrease in value and neither the Company nor any other Person has made any representation or warranty to Incentive Grantee about the potential future value of the Grantee Incentive Units.

(c) Payments on Behalf of Incentive Grantee; Withholding for Taxes. The Company shall be entitled to deduct or withhold from any amounts owing from the Company to Incentive Grantee any federal, state, local, or non-U.S. withholding taxes, excise tax, or employment taxes ("Taxes") imposed with respect to Incentive Grantee's ownership interest in the Company (including, without limitation, wages, bonuses, dividends, the receipt or exercise of equity options,

and/or the receipt or vesting of restricted equity). In the event the Company does not make such deductions or withholdings on behalf of Incentive Grantee, Incentive Grantee shall indemnify the Company for any amounts paid with respect to any such Taxes, together with any interest, penalties, and related expenses thereto.

(d) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provision had never been contained herein.

(e) Entire Agreement. This Agreement, the Holdings LLC Agreement, those documents expressly referred to herein, and other documents of even date herewith embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements, or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

(f) Counterparts. This Agreement may be executed in separate counterparts (including by facsimile or electronic transmission in portable document format (pdf) or other electronic transmission), each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

(g) Successors and Assigns. Except as otherwise provided herein, this Agreement shall bind and inure to the benefit of and be enforceable by Incentive Grantee, the Company, and their respective successors and assigns (including subsequent holders of Grantee Incentive Units); provided that the rights and obligations of Incentive Grantee under this Agreement shall not be assignable, in whole or in part, by Incentive Grantee without the prior written consent of the Company.

(h) Choice of Law. All issues and questions concerning the construction, validity, enforcement, and interpretation of this Agreement and the exhibits hereto will be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(i) Consent to Jurisdiction and Service of Process. Each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of the United States District Court for the District of Delaware, for the purposes of any suit, action, or other proceeding arising out of this agreement, any related agreement, or any transaction contemplated hereby or thereby. Each of the parties hereto further agrees that service of any process, summons, notice, or document by U.S. registered mail in accordance with Section 11 shall be effective service of process for any action, suit, or proceeding with respect to any matters to which it has submitted to jurisdiction in this Section 12(j). Each of the parties hereto irrevocably and unconditionally waives any objection to the laying of venue of any action, suit, or other proceeding arising out of this Agreement or the transactions contemplated hereby in the United States District Court for the District of Delaware, and hereby and thereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit, or proceeding brought in any such court has been brought in an inconvenient forum.

(j) MUTUAL WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED FOR INDUCEMENT FOR EACH OF THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT (AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL), EACH PARTY HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR OTHER PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY.

(k) Remedies. Each of the parties to this Agreement will be entitled to enforce its rights under this Agreement specifically, to recover damages and costs (including reasonable attorney's fees) caused by any breach of any provision of this Agreement, and to exercise all other rights existing in its favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party to this Agreement may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or deposit) for specific performance and/or other injunctive relief in order to enforce or prevent any violations of the provisions of this Agreement.

(l) Amendment and Waiver. The provisions of this Agreement may be amended and waived only with the prior written consent of the Company and Incentive Grantee.

(m) Third-Party Beneficiaries. Certain provisions of this Agreement are entered into for the benefit of and shall be enforceable by the CoVant Investors and the Company's Subsidiaries, in each case as provided herein.

(n) Business Days. If any time period for giving notice or taking action hereunder expires on a day which is a Saturday, Sunday, or holiday in the state in which the Company's chief executive office is located, the time period shall be automatically extended to the business day immediately following such Saturday, Sunday, or holiday.

(o) Termination. This Agreement shall survive the termination of Incentive Grantee's employment with the Company and shall remain in full force and effect after such termination.

(p) No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.

(q) Captions. The captions used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit, characterize, or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no caption had been used in this Agreement.

(r) Rights Granted to the CoVant Investors and their Affiliates. Any rights granted to the CoVant Investors and/or any of their respective Affiliates hereunder may also be exercised (in whole or in part) by their designees.

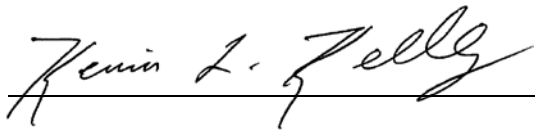
(s) Action by Company. Any action required or permitted by the Company under this Agreement shall be by resolution of the Sole Manager or by a person or persons authorized by resolution of the Sole Manager.

[SIGNATURE PAGE TO FOLLOW]

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

COMPANY:

LEGOS HOLDINGS, LLC

By: 

Name: Kevin L. Kelly

Title: CEO

Date: January 1, 2016

INCENTIVE GRANTEE:

_____

Printed Name: Oscar E. Ganteaume

Date: _____

Address for Notices:

_____

_____

_____

SCHEDULE A: GRANTEE INCENTIVE UNITS

7,500

EXHIBIT A

CONSENT

The undersigned spouse of Oscar E. Ganteaume hereby acknowledges that I have read that certain Equity Incentive Agreement, dated as of January 1, 2016 (the "Agreement"), by and between Legos Holdings, LLC, a Delaware limited liability company (the "Company"), and Oscar E. Ganteaume ("Incentive Grantee") and that I understand its contents. I am aware that the Agreement provides for the forfeiture and/or repurchase of my spouse's Grantee Incentive Units under certain circumstances and imposes other restrictions on the transfer of such Grantee Incentive Units. I agree that my spouse's interest in the Grantee Incentive Units is subject to this Agreement and any interest I may have in such Grantee Incentive Units shall be irrevocably bound by this Agreement and further that my community property interest, if any, shall be similarly bound by this Agreement.

I am aware that the legal, financial, and other matters contained in this Agreement are complex and that I am free to seek advice with respect thereto from independent counsel. I have either sought such advice or determined after carefully reviewing this Agreement that I will waive such right.

Date: _____

Name of Incentive Grantee: Oscar E. Ganteaume

Name of Spouse:

Signature of Spouse:

_____

Name of Witness:

Signature of Witness:

_____

EXHIBIT B

PROTECTIVE ELECTION TO INCLUDE PARTNERSHIP INTEREST IN GROSS INCOME PURSUANT TO SECTION 83(b) OF THE INTERNAL REVENUE CODE

The undersigned has acquired from Legos Holdings, LLC, a Delaware limited liability company (the "Company"), 7,500 Incentive Units of the Company (the "Units"). Pursuant to the Amended and Restated Limited Liability Company Agreement of the Company (as amended), the undersigned is entitled to an interest in Company capital exactly equal to the amount paid therefor and an interest in Company profits.

Based on current Treasury Regulation Section 1.721-1(b), Proposed Treasury Regulation Section 1.721-1(b)(1), and Revenue Procedures 93-27 and 2001-43, the undersigned does not believe that issuance of the Units to the undersigned is subject to the provisions of Section 83 of the Internal Revenue Code (the "Code"). In the event that the issuance is so treated, however, the undersigned desires to make an election to have the receipt of the Units taxed under the provisions of Code Section 83(b) at the time the undersigned acquired the Units.

Therefore, pursuant to Code §83(b) and Treasury Regulation §1.83-2 promulgated thereunder, the undersigned hereby makes an election with respect to the Units (as described in paragraph 2 below), to report as taxable income for calendar year 2016 the excess (if any) of the Units' fair market value on the purchase date over the purchase price thereof.

The following information is supplied in accordance with Treasury Regulation §1.83-2(e):

1. The name, address, and social security number of the undersigned:

   Name: Oscar E. Ganteaume

   Address: _____

   _____

   SSN: _____

2. A description of the property with respect to which the election is being made:

   7,500 Incentive Units of the Company, each of which entitles the undersigned to an interest in the Company's capital exactly equal to the amount paid therefor and an interest in the Company's profits.

3. The date on which the property was transferred: January 1, 2016. The taxable year for which such election is made: calendar year 2016.

4. The restrictions to which the property is subject: If the undersigned ceases to be employed by the Company and its subsidiaries for any reason, then certain "unvested" Units are subject to forfeiture to the Company by the undersigned for no consideration. In addition, if the undersigned's employment with the Company and its subsidiaries is terminated by the Company for "cause" at any time, then certain "vested" Units are subject to forfeiture to the Company by the undersigned for no consideration.

5. The fair market value on January 1, 2016 of the property with respect to which the election is being made, determined without regard to any lapse restrictions: $0.00 per Unit.

6. The amount paid for such property: $0.00 per Unit.

[Remainder of Page Intentionally Left Blank]

A copy of this election has been furnished to the Secretary of the Company pursuant to Treasury Regulations § 1.83-2(e)(7). A copy of this election will be submitted with the federal income tax return of the undersigned pursuant to Treasury Regulation Section 1.83-2(c).

Dated: January____, 2016

_____

Name: Oscar E. Ganteaume

Exhibit C

Certain U.S. Income Tax Matters

Legos Holdings, LLC, a Delaware limited liability company (the "Company"), will be classified for U.S. federal income tax purposes as a partnership rather than as an association taxable as a corporation under currently applicable tax laws. As a result, the Company will not pay U.S. federal income taxes. Each member of the Company will be required to report on the member's own federal income tax return and pay tax on the member's distributive share (whether or not distributed) of the taxable income, gains, losses, deductions, and credits of the Company (which may include the income and other tax items of any partnerships or limited liability companies in which the Company invests).

The Company will also generally be classified as a partnership for state income tax purposes. As a result, each member of the Company will generally be required to file state income tax returns in those states in which the Company (and any partnerships or limited liability companies in which the Company invests) do business and pay state taxes on the member's distributive share (whether or not distributed) of the taxable income, gains, losses, deductions, and credits of the Company (which may include the income and other tax items of any partnerships or limited liability companies in which the Company invests). A member may also be required to file local income tax returns and pay local income taxes to the extent that the Company (or any partnerships or limited liability companies in which the Company invests) does business in a local jurisdiction that imposes an income tax.

It is possible that the members of the Company could incur income tax liabilities with respect to their investment in the Company without receiving from the Company sufficient distributions to defray such tax liabilities. However, it is the Company's intent to make distributions to cover such taxes as and to the extent provided by the Company's LLC Agreement.

The Company's taxable year will be the calendar year, or such other year as required by the Internal Revenue Code of 1986, as amended (the "Code"). Tax information will be distributed to each member of the Company after the end of each year on Schedule K-1 and any similar state or local schedule. It is possible that the Company will not be able to provide final tax information for a taxable year prior to the due date of a member's tax returns, in which case the member may be required to extend the date for the member's tax returns. Such an extension does not extend the due date for paying taxes due with respect to such year.

This description does not address the many tax issues involved in receiving an equity incentive award in the Company or any of the special issues that may apply to members who receive an interest in the Company in connection with performing services for the Company or its subsidiaries. The Company and their advisors are not providing tax advice to any potential member. Each potential member should consult its own tax advisor with respect to the tax consequences of accepting the equity incentive award described in these documents.

Exhibit D

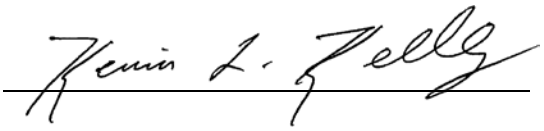
Signature Pages

Please See Attached

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

COMPANY:

LEGOS HOLDINGS, LLC

By: 

Name: Kevin L. Kelly

Title: CEO

Date: January 1, 2016

INCENTIVE GRANTEE:

_____

Printed Name: Oscar E. Ganteaume

Date: _____

Address for Notices:

_____

_____

_____

EXHIBIT A

CONSENT

The undersigned spouse of Oscar E. Ganteaume hereby acknowledges that I have read that certain Equity Incentive Agreement, dated as of January 1, 2016 (the "Agreement"), by and between Legos Holdings, LLC, a Delaware limited liability company (the "Company"), and Oscar E. Ganteaume ("Incentive Grantee") and that I understand its contents. I am aware that the Agreement provides for the forfeiture and/or repurchase of my spouse's Grantee Incentive Units under certain circumstances and imposes other restrictions on the transfer of such Grantee Incentive Units. I agree that my spouse's interest in the Grantee Incentive Units is subject to this Agreement and any interest I may have in such Grantee Incentive Units shall be irrevocably bound by this Agreement and further that my community property interest, if any, shall be similarly bound by this Agreement.

I am aware that the legal, financial, and other matters contained in this Agreement are complex and that I am free to seek advice with respect thereto from independent counsel. I have either sought such advice or determined after carefully reviewing this Agreement that I will waive such right.

Date: _____

Name of Incentive Grantee: Oscar E. Ganteaume

Name of Spouse:

Signature of Spouse:

_____

Name of Witness:

Signature of Witness:

_____

EXHIBIT B

PROTECTIVE ELECTION TO INCLUDE PARTNERSHIP INTEREST IN GROSS INCOME PURSUANT TO SECTION 83(b) OF THE INTERNAL REVENUE CODE

The undersigned has acquired from Legos Holdings, LLC, a Delaware limited liability company (the "Company"), 7,500 Incentive Units of the Company (the "Units"). Pursuant to the Amended and Restated Limited Liability Company Agreement of the Company (as amended), the undersigned is entitled to an interest in Company capital exactly equal to the amount paid therefor and an interest in Company profits.

Based on current Treasury Regulation Section 1.721-1(b), Proposed Treasury Regulation Section 1.721-1(b)(1), and Revenue Procedures 93-27 and 2001-43, the undersigned does not believe that issuance of the Units to the undersigned is subject to the provisions of Section 83 of the Internal Revenue Code (the "Code"). In the event that the issuance is so treated, however, the undersigned desires to make an election to have the receipt of the Units taxed under the provisions of Code Section 83(b) at the time the undersigned acquired the Units.

Therefore, pursuant to Code §83(b) and Treasury Regulation §1.83-2 promulgated thereunder, the undersigned hereby makes an election with respect to the Units (as described in paragraph 2 below), to report as taxable income for calendar year 2016 the excess (if any) of the Units' fair market value on the purchase date over the purchase price thereof.

The following information is supplied in accordance with Treasury Regulation §1.83-2(e):

3. The name, address, and social security number of the undersigned:

Name: Oscar E. Ganteaume

Address: _____

_____

SSN: _____

4. A description of the property with respect to which the election is being made:

7,500 Incentive Units of the Company, each of which entitles the undersigned to an interest in the Company's capital exactly equal to the amount paid therefor and an interest in the Company's profits.

3. The date on which the property was transferred: January 1, 2016. The taxable year for which such election is made: calendar year 2016.

4. The restrictions to which the property is subject: If the undersigned ceases to be employed by the Company and its subsidiaries for any reason, then certain "unvested" Units are subject to forfeiture to the Company by the undersigned for no consideration. In addition, if the undersigned's employment with the Company and its subsidiaries is terminated by the Company for "cause" at any time, then certain "vested" Units are subject to forfeiture to the Company by the undersigned for no consideration.

5. The fair market value on January 1, 2016 of the property with respect to which the election is being made, determined without regard to any lapse restrictions: $0.00 per Unit.

6. The amount paid for such property: $0.00 per Unit.

[Remainder of Page Intentionally Left Blank]

A copy of this election has been furnished to the Secretary of the Company pursuant to Treasury Regulations § 1.83-2(e)(7). A copy of this election will be submitted with the federal income tax return of the undersigned pursuant to Treasury Regulation Section 1.83-2(c).

Dated: January _____, 2016

_____

Name: Oscar E. Ganteaume

IN WITNESS WHEREOF, the undersigned has executed or caused to be executed on his or her behalf this Amended and Restated Limited Liability Company Agreement of Legos Holdings, LLC (as amended) to be effective upon the Vesting Commencement Date of any Incentive Units awarded to the undersigned.

Date: _____

_____

Name: Oscar E. Ganteaume