TAB 15

Ivy Holdings Inc.
c/o Prospect Medical Holdings, Inc.
3415 South Sepulveda Boulevard, 9th Floor
Los Angeles, CA 90034
Attention: Cindra Syverson
Email: cindra.syverson@prospectmedical.com

October 29, 2019

RE: IVY HOLDINGS INC. SUPPLEMENTAL NOTICE TO SHAREHOLDERS

Dear Stockholder:

On October 2, 2019, the holders of a majority of the issued and outstanding capital stock of Ivy Holdings Inc., a Delaware corporation (the "Corporation") adopted the Agreement and Plan of Merger (the "Merger Agreement"), dated as of October 2, 2019, by and among Chamber Inc., a Delaware corporation (the "Purchaser"), Chamber Merger Sub Inc., a Delaware corporation ("Merger Sub"), the Corporation and Green Equity Investors V, L.P., a Delaware limited partnership ("GEI V"), and Green Equity Investors Side V, L.P., a Delaware limited partnership ("GEI Side V" and collectively with GEI V, "GEI") solely for the purposes of Section 6.03(b) thereto.

THIS SUPPLEMENTAL NOTICE IS HEREBY GIVEN to the persons who were holders of record of issued and outstanding capital stock of the Corporation on October 2, 2019. In order to assist you in determining whether to exercise appraisal rights, copies of consolidated financial statements of the Corporation which can be found at:
https://prospectmedicalholdingsinc.securevdr.com/home/shared/fof7d993-6668-48ae-81d1-9626b1075312.
Note that the audited financial statements have not been publicly disclosed and the Corporation considers this information to be confidential and proprietary.

This notice serves as notice of rights of appraisal pursuant to Section 262 of the DGCL ("Section 262"); provided, however, that as a result of the Management Stockholders' contractual obligation pursuant to the Stockholders Agreement to take all other actions within such Management Stockholder's reasonable control (including, without limitation, refraining from exercising appraisal rights) to cause the approval of the transactions contemplated by the Merger Agreement, Management Stockholders have waived their rights of appraisal under Section 262.

Questions and requests for assistance may be directed to Cindra Syverson at 310-943-4500 or cindra.syverson@prospectmedical.com.

Ivy Holdings Inc.
c/o Prospect Medical Holdings, Inc.
3415 South Sepulveda Boulevard, 9th Floor
Los Angeles, CA 90034
Attention: Cindra Syverson
Email: cindra.syverson@prospectmedical.com

October 15, 2019

RE: IVY HOLDINGS INC. NOTICE OF STOCKHOLDER ACTION TAKEN BY WRITTEN CONSENT AND NOTICE OF STATUTORY APPRAISAL RIGHTS

Dear Stockholder:

On October 2, 2019, the holders of a majority of the issued and outstanding capital stock of Ivy Holdings Inc., a Delaware corporation (the "Corporation") adopted the Agreement and Plan of Merger (the "Merger Agreement"), dated as of October 2, 2019, by and among Chamber Inc., a Delaware corporation (the "Purchaser"), Chamber Merger Sub Inc., a Delaware corporation ("Merger Sub"), the Corporation and Green Equity Investors V, L.P., a Delaware limited partnership ("GEI V"), and Green Equity Investors Side V, L.P., a Delaware limited partnership ("GEI Side V" and collectively with GEI V, "GEI") solely for the purposes of Section 6.03(b) thereto. A copy of the Merger Agreement is attached hereto as Annex A. The Merger Agreement provides that shares of the Corporation's common stock, par value $0.01, that are outstanding immediately prior to the effective time of the merger contemplated by the Merger Agreement will be converted into the right to receive the amount of cash provided for under the Merger Agreement.

I. NOTICE OF STOCKHOLDER ACTION TAKEN BY WRITTEN CONSENT

NOTICE IS HEREBY GIVEN pursuant to Section 228(e) of the General Corporation Law of the State of Delaware (the "DGCL"), that the holders of at least a majority of the issued and outstanding voting stock of the Corporation, have adopted the Merger Agreement, through an action by written consent of stockholders in lieu of a meeting of stockholders, dated October 2, 2019 (the "Written Consent," attached hereto as Annex B), and delivered to the Corporation on October 2, 2019. This Notice is being mailed to the persons (other than the persons who executed and delivered the Written Consent) who were holders of record of issued and outstanding capital stock of the Corporation on October 2, 2019.

Under Section 228(e) of the DGCL, where stockholder action is taken without a meeting by less than unanimous written consent, prompt notice of the taking of such corporate action must be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the corporation as provided in subsection (c) of Section 228 of the DGCL. This Notice shall constitute such notice of stockholder action, including the authorization, acceptance, approval and adoption of the Merger Agreement, without a meeting.

II. DRAG-ALONG NOTICE

Pursuant to Section 4.1 of that certain Ivy Holdings Inc. Stockholders Agreement (as amended from time to time, the "Stockholders Agreement"), dated as of December 15, 2010, by and among the Corporation, the GEI Parties (as defined therein) and each of the individuals listed from time to time on Exhibit A attached thereto (the "Management Stockholders"), each Management Stockholder party thereto has agreed, if required by the GEI Parties in connection with an Acquisition Proposal (as defined therein) to, among other things, (i) sell to a third party the number of shares of the Corporation's common stock beneficially owned by such Management Stockholder for the same terms and conditions as the GEI Parties have agreed to with such third party, (ii) vote all of the Corporation's common stock beneficially owned by such Management Stockholder in favor of the transaction contemplated by the Merger Agreement and (iii) take all other actions within such Management Stockholder's reasonable control (including, without limitation, executing written consents in lieu of meetings and refraining from exercising appraisal rights) to cause the approval of the transactions contemplated by the Merger Agreement (the "Drag-Along Right"). Pursuant to Section 6.03(b) of the Merger Agreement, the GEI Parties are obligated to exercise their Drag-Along Right and, in connection therewith, the GEI Parties or the Corporation, on behalf of the GEI Parties, will be sending a Drag-Along Notice to you between sixty (60) and twenty (20) days prior to the closing of the transactions contemplated by the Merger Agreement in accordance with Section 4.2 of the Stockholders Agreement, notifying you of your obligation to cooperate in good faith with the Corporation in connection with the Merger Agreement, including executing and delivering such instruments of conveyance and transfer as may reasonably requested to consummate the Merger.

As such, in order to effect the transactions contemplated by the Merger Agreement, each Management Stockholder should (i) execute and return a Joinder to Written Consent, a copy of which is included in this mailing at Annex C and (ii) complete and execute a Letter of Transmittal, a copy of which is included in this mailing at Annex D, which includes a disclaimer of appraisal rights.

III. AWARD OF DEFERRED CASH PAYMENT/CANCELLATION OF OPTIONS

As a result of the transactions contemplated by the Merger Agreement, certain holders of outstanding stock options issued under the 2010 Stock Option Plan of the Corporation (as amended from time to time, the "Option Plan" and the stock options issued thereunder, the "Options") are eligible to receive a Deferred Cash Payment (as defined in the Notice dated March 8, 2018 describing the award of Deferred Cash Payments and Adjustment of Options); provided, that the eligible holder is employed on the closing date of the transactions contemplated by the Merger Agreement. Furthermore, in connection with the transactions contemplated by the Merger Agreement, all outstanding Options shall be terminated. Each of the outstanding Options has an exercise price per share of the Corporation's common stock underlying such Option that is greater than the amount of the Per Share Merger Consideration and is therefore considered Out-of-the-Money Options (each, as defined in the Merger Agreement). As a result, in accordance with Section 7.1(b)(i) of the Option Plan, the Company intends to terminate all of the outstanding Options without consideration prior to or at the closing of the transactions contemplated by the Merger Agreement.

IV. STATUTORY APPRAISAL RIGHTS NOTICE

Background

The Merger Agreement provides that shares of the Corporation's common stock, par value $0.01, that are outstanding immediately prior to the effective time of the merger contemplated by the Merger Agreement will not be converted into the right to receive the amount of cash provided for under the Merger Agreement if the holder of such shares validly exercises and perfects statutory appraisal rights with respect to such shares, although such shares will be automatically converted into cash on the same basis as all other shares are converted in the merger when and if the holder of those shares withdraws his, her or its demand for appraisal or otherwise becomes legally ineligible to exercise appraisal rights.

Appraisal Rights Pursuant to Delaware Law

This notice serves as notice of rights of appraisal pursuant to Section 262 of the DGCL ("Section 262"); provided, however, that as a result of the Management Stockholders' contractual obligation pursuant to the Stockholders Agreement to take all other actions within such Management Stockholder's reasonable control (including, without limitation, refraining from exercising appraisal rights) to cause the approval of the transactions contemplated by the Merger Agreement, Management Stockholders have waived their rights of appraisal under Section 262.

The discussion of the provision set forth below is not intended to be a complete statement of appraisal rights under Delaware law, and is qualified in its entirety by the full text of Section 262, which is attached as Annex E to this document for your review. This summary and Section 262 should be reviewed carefully by any stockholder who has the right to seek appraisal and wishes to exercise statutory appraisal rights or wishes to preserve the right to do so, since failure to comply with the required procedures will result in the loss of such rights. A brief summary of the procedures to perfect appraisal rights under Section 262 is set forth below. Unless otherwise noted, all references in the summary set forth below to a "stockholder" are to the record holder of the shares of the Corporation immediately prior to the effective time of the merger.

To exercise appraisal rights under Delaware law, a stockholder must:

- not later than 20 days after the date of the mailing of this notice, deliver a written demand for appraisal to Cindra Syverson, SVP, Chief HR Officer, at c/o Prospect Medical Holdings, Inc., 3415 South Sepulveda Boulevard, 9th Floor, Los Angeles, CA 90034, which must identify the stockholder and the stockholder's intent to demand appraisal of such holder's shares;
- continuously hold the dissenting shares from the date the demand was made through the effective time of the merger;
- not vote any of the shares such stockholder holds in favor of or consent to the merger; and
- follow the procedures set forth in Section 262.

Neither voting against, abstaining from voting on, failing to vote on or failing to consent to the proposal to approve and adopt the merger and the Merger Agreement will constitute a written demand for appraisal within the meaning of Section 262.

Appraisal rights are available only to the record holder of shares. If a stockholder wishes to exercise appraisal rights but has a beneficial interest in shares which are held of record by or in the name of another person, such stockholder should act to cause the record holder to follow the procedures set forth in Section 262 to perfect any appraisal rights.

A demand for appraisal should be signed by or on behalf of the stockholder exactly as the stockholder's name appears on the stockholder's stock certificates. If the shares are owned of record in a fiduciary capacity such as by a trustee, guardian or custodian, the demand should be executed in that capacity, and if the shares are owned of record by more than one person, as in joint tenancy or tenancy in common, the demand should be executed by or on behalf of all joint owners. An authorized agent, including one or more joint owners, may execute a demand for appraisal on behalf of a record holder; however, in the demand the agent must identify the record owner or owners and expressly disclose that the agent is executing the demand as an agent for the record owner or owners.

Within 10 days after the effective time of the merger, the surviving corporation will mail a notice setting forth the effective time of the merger to all stockholders that are entitled to appraisal rights. The Delaware Court of Chancery will determine the fair value of the shares upon the commencement of an appraisal proceeding after the filing of a petition by either the surviving corporation or any stockholder who has complied with the above requirements for seeking appraisal. Such petition must be made within 120 days after the effective date of the merger.

At any time within 60 days after the effective date, however, any stockholder who has not commenced an appraisal proceeding or joined a proceeding as a named party has the right to withdraw such stockholder's demand for appraisal and accept the terms offered in the merger. Within 120 days after the effective time, upon written request, the dissenting stockholder is entitled to receive from the surviving corporation a statement setting forth the aggregate number of shares not voted in favor of the merger and with respect to which appraisal rights have been demanded and the aggregate number of holders of such dissenting shares. The surviving corporation must mail the statement within 10 days after the stockholder's written request for the statement is received or within 10 days after the period for making appraisal demands has expired under Section 262(d) of the DGCL, whichever is later. If no petition is filed by either the surviving corporation or the dissenting stockholder within the 120 day period, the appraisal rights of the dissenting stockholder will cease.

In the event the surviving corporation or the dissenting stockholder files a valid petition for appraisal, the Court of Chancery will hold a hearing on the petition and appraise the shares. The Corporation is under no obligation to and does not currently intend for the surviving corporation to file a petition. Accordingly, it is the obligation of the holders of the Corporation's common stock to initiate all necessary action to perfect their appraisal rights in respect of such shares of the Corporation's common stock within the time prescribed in Section 262. In the event such a petition is filed, however, the court will determine the fair value of the shares, exclusive of any value arising from the merger itself or from an expectation of the merger. Stockholders considering seeking appraisal should be aware that the fair value of their shares as determined under Section 262 could be more than, the same as or less than the value of the merger consideration they would receive pursuant to the Merger Agreement if they did not seek appraisal of such shares. The court may also include a fair rate of interest, if any, to be paid on the amount it determines to be the fair value of the shares. The court will direct the surviving

corporation to pay such fair value and interest, if any, to the dissenting stockholders. The court will determine the costs of the proceeding and apportion them among the parties to the proceeding as it deems equitable.

The receipt of payment for its stock by a dissenting stockholder may result in the recognition of gain or loss for federal income tax purposes.

The foregoing summary does not purport to be a complete statement of the provisions of Section 262 and is qualified in its entirety by reference to such Section, a copy of which is attached as Annex E, which is incorporated herein by reference. All of the Corporation's stockholders that wish to exercise appraisal rights pursuant to Delaware law or that wish to preserve their right to do so should carefully review Annex E, since failure to comply with the procedures set forth therein will result in the loss of such rights. Stockholders who are considering dissenting are encouraged to consult legal counsel in connection with compliance under Section 262.

By Order of the Board of Directors

IVY HOLDINGS INC.

By: _____
Name: Eric Samuels
Title: Corporate VP Finance & Treasury

ANNEX A

MERGER AGREEMENT

See attached.

ANNEX B

WRITTEN CONSENT

See attached.

ANNEX C

JOINDER TO WRITTEN CONSENT

See attached.

JOINDER TO WRITTEN STOCKHOLDERS CONSENT

This Joinder Agreement (the "Joinder Agreement") is made as of the date written below by the undersigned (the "Joining Party") in connection with that written consent of the stockholders of Ivy Holdings Inc., a Delaware corporation (the "Corporation"), in lieu of a meeting of the stockholders, dated October 2, 2019 (the "Written Consent"), whereby the holders of at least a majority of the issued and outstanding voting stock of the Corporation, adopted that certain Agreement and Plan of Merger (the "Merger Agreement"), dated as of October 2, 2019, by and among Chamber Inc., a Delaware corporation, Chamber Merger Sub Inc., a Delaware corporation, the Corporation and Green Equity Investors V, L.P., a Delaware limited partnership, and Green Equity Investors Side V, L.P., a Delaware limited partnership, solely for the purposes of Section 6.03(b) thereto, and approved the consummation of the Transactions. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Written Consent.

The Joining Party is a stockholder of the Corporation and hereby acknowledges, agrees and confirms that, by his, her or its execution of this Joinder Agreement, the Joining Party consents to the Written Consent as a signatory thereto and approves of the Merger Agreement and the Transactions and shall execute a Letter of Transmittal (as defined in the Merger Agreement) and shall refrain from exercising any appraisal or dissenters' rights pursuant to Section 262 of the DGCL or otherwise.

Dated as of: _____ __, 2019

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement on the date first above written.

JOINING PARTY:

_____

Name: _____

ANNEX D

LETTER OF TRANSMITTAL

See attached.

ANNEX E

SECTION 262 OF THE GENERAL CORPORATION LAW OF THE STATE OF DELAWARE

§ 262. Appraisal rights.

(a) Any stockholder of a corporation of this State who holds shares of stock on the date of the making of a demand pursuant to subsection (d) of this section with respect to such shares, who continuously holds such shares through the effective date of the merger or consolidation, who has otherwise complied with subsection (d) of this section and who has neither voted in favor of the merger or consolidation nor consented thereto in writing pursuant to § 228 of this title shall be entitled to an appraisal by the Court of Chancery of the fair value of the stockholder's shares of stock under the circumstances described in subsections (b) and (c) of this section. As used in this section, the word "stockholder" means a holder of record of stock in a corporation; the words "stock" and "share" mean and include what is ordinarily meant by those words; and the words "depository receipt" mean a receipt or other instrument issued by a depository representing an interest in 1 or more shares, or fractions thereof, solely of stock of a corporation, which stock is deposited with the depository.

(b) Appraisal rights shall be available for the shares of any class or series of stock of a constituent corporation in a merger or consolidation to be effected pursuant to § 251 (other than a merger effected pursuant to § 251(g) of this title), § 252, § 254, § 255, § 256, § 257, § 258, § 263 or § 264 of this title:

> (1) Provided, however, that, except as expressly provided in § 363(b) of this title, no appraisal rights under this section shall be available for the shares of any class or series of stock, which stock, or depository receipts in respect thereof, at the record date fixed to determine the stockholders entitled to receive notice of the meeting of stockholders to act upon the agreement of merger or consolidation (or, in the case of a merger pursuant to § 251(h), as of immediately prior to the execution of the agreement of merger), were either: (i) listed on a national securities exchange or (ii) held of record by more than 2,000 holders; and further provided that no appraisal rights shall be available for any shares of stock of the constituent corporation surviving a merger if the merger did not require for its approval the vote of the stockholders of the surviving corporation as provided in § 251(f) of this title.

(2) Notwithstanding paragraph (b)(1) of this section, appraisal rights under this section shall be available for the shares of any class or series of stock of a constituent corporation if the holders thereof are required by the terms of an agreement of merger or consolidation pursuant to §§ 251, 252, 254, 255, 256, 257, 258, 263 and 264 of this title to accept for such stock anything except:

a. Shares of stock of the corporation surviving or resulting from such merger or consolidation, or depository receipts in respect thereof;

b. Shares of stock of any other corporation, or depository receipts in respect thereof, which shares of stock (or depository receipts in respect thereof) or depository receipts at the effective date of the merger or consolidation will be either listed on a national securities exchange or held of record by more than 2,000 holders;

c. Cash in lieu of fractional shares or fractional depository receipts described in the foregoing paragraphs (b)(2)a. and b. of this section; or

d. Any combination of the shares of stock, depository receipts and cash in lieu of fractional shares or fractional depository receipts described in the foregoing paragraphs (b)(2)a., b. and c. of this section.

(3) In the event all of the stock of a subsidiary Delaware corporation party to a merger effected under § 253 or § 267 of this title is not owned by the parent immediately prior to the merger, appraisal rights shall be available for the shares of the subsidiary Delaware corporation.

(4) In the event of an amendment to a corporation's certificate of incorporation contemplated by § 363(a) of this title, appraisal rights shall be available as contemplated by § 363(b) of this title, and the procedures of this section, including those set forth in subsections (d) and (e) of this section, shall apply as nearly as practicable, with the word "amendment" substituted for the words "merger or consolidation," and the word "corporation" substituted for the words "constituent corporation" and/or "surviving or resulting corporation."

(c) Any corporation may provide in its certificate of incorporation that appraisal rights under this section shall be available for the shares of any class or series of its stock as a result of an amendment to its certificate of incorporation, any merger or consolidation in which the corporation is a constituent corporation or the sale of all or substantially all of the assets of the corporation. If the certificate of incorporation contains such a provision, the provisions of this section, including those set forth in subsections (d),(e), and (g) of this section, shall apply as nearly as is practicable.

(d) Appraisal rights shall be perfected as follows:

(1) If a proposed merger or consolidation for which appraisal rights are provided under this section is to be submitted for approval at a meeting of stockholders, the corporation, not less than 20 days prior to the meeting, shall notify each of its stockholders who was such on the record date for notice of such meeting (or such members who received notice in accordance with § 255(c) of this title) with respect to shares for which appraisal rights are available pursuant to subsection (b) or (c) of this section that appraisal rights are available for any or all of the shares of the constituent corporations, and shall include in such notice a copy of this section and, if 1 of the constituent corporations is a nonstock corporation, a copy of § 114 of this title. Each stockholder electing to demand the appraisal of such stockholder's shares shall deliver to the corporation, before the taking of the vote on the merger or consolidation, a written demand for appraisal of such stockholder's shares; provided that a demand may be delivered to the corporation by electronic transmission if directed to an information processing system (if any) expressly designated for that purpose in such notice. Such demand will be sufficient if it reasonably informs the corporation of the identity of the stockholder and that the stockholder intends thereby to demand the appraisal of such stockholder's shares. A proxy or vote against the merger or consolidation shall not constitute such a demand. A stockholder electing to take such action must do so by a separate written demand as herein provided. Within 10 days after the effective date of such merger or consolidation, the surviving or resulting corporation shall notify each stockholder of each constituent corporation who has complied with this subsection and has not voted in favor of or consented to the merger or consolidation of the date that the merger or consolidation has become effective; or

(2) If the merger or consolidation was approved pursuant to § 228, § 251(h), § 253, or § 267 of this title, then either a constituent corporation before the effective date of the merger or consolidation or the surviving or resulting corporation within 10 days thereafter shall notify each of the holders of any class or series of stock of such constituent corporation who are entitled to appraisal rights of the approval of the merger or consolidation and that appraisal rights are available for any or all shares of such class or series of stock of such constituent corporation, and shall include in such notice a copy of this section and, if 1 of the constituent corporations is a nonstock corporation, a copy of § 114 of this title. Such notice may, and, if given on or after the effective date of the merger or consolidation, shall, also notify such stockholders of the effective date of the merger or consolidation. Any stockholder entitled to appraisal rights may, within 20 days after the date of giving such notice or, in the case of a merger approved pursuant to § 251(h) of this title, within the later of the consummation of the offer contemplated by § 251(h) of this title and 20 days after the date of giving such notice, demand in writing from the surviving or resulting corporation the appraisal of such holder's shares; provided that a demand may be delivered to the corporation by electronic transmission if directed to an information processing system (if any) expressly designated for that purpose in such notice. Such demand will be sufficient if it reasonably informs the corporation of the identity of the stockholder and that the stockholder intends thereby to demand the appraisal of such holder's shares. If such notice did not notify stockholders of the effective date of the merger or consolidation, either (i) each such constituent corporation shall send a second notice before the effective date of the merger or consolidation notifying each of the holders of any class or series of stock of such constituent corporation that are entitled to appraisal rights of the effective date of the merger or consolidation or (ii) the surviving or resulting corporation shall send such a second notice to all such holders on or within 10 days after such effective date; provided, however, that if such second notice is sent more than 20 days following the sending of the first notice or, in the case of a merger approved pursuant to § 251(h) of this title, later than the later of the consummation of the offer contemplated by § 251(h) of this title and 20 days following the sending of the first notice, such second notice need only be sent to each stockholder who is entitled to appraisal rights and who has demanded appraisal of such holder's shares in accordance with this subsection. An affidavit of the secretary or assistant secretary or of the transfer agent of the corporation that is required to give either notice that such notice has been given shall, in the absence of fraud, be prima facie

evidence of the facts stated therein. For purposes of determining the stockholders entitled to receive either notice, each constituent corporation may fix, in advance, a record date that shall be not more than 10 days prior to the date the notice is given, provided, that if the notice is given on or after the effective date of the merger or consolidation, the record date shall be such effective date. If no record date is fixed and the notice is given prior to the effective date, the record date shall be the close of business on the day next preceding the day on which the notice is given.

(e) Within 120 days after the effective date of the merger or consolidation, the surviving or resulting corporation or any stockholder who has complied with subsections (a) and (d) of this section hereof and who is otherwise entitled to appraisal rights, may commence an appraisal proceeding by filing a petition in the Court of Chancery demanding a determination of the value of the stock of all such stockholders. Notwithstanding the foregoing, at any time within 60 days after the effective date of the merger or consolidation, any stockholder who has not commenced an appraisal proceeding or joined that proceeding as a named party shall have the right to withdraw such stockholder's demand for appraisal and to accept the terms offered upon the merger or consolidation. Within 120 days after the effective date of the merger or consolidation, any stockholder who has complied with the requirements of subsections (a) and (d) of this section hereof, upon request given in writing (or by electronic transmission directed to an information processing system (if any) expressly designated for that purpose in the notice of appraisal), shall be entitled to receive from the corporation surviving the merger or resulting from the consolidation a statement setting forth the aggregate number of shares not voted in favor of the merger or consolidation (or, in the case of a merger approved pursuant to § 251(h) of this title, the aggregate number of shares (other than any excluded stock (as defined in § 251(h)(6)d. of this title)) that were the subject of, and were not tendered into, and accepted for purchase or exchange in, the offer referred to in § 251(h)(2)), and, in either case, with respect to which demands for appraisal have been received and the aggregate number of holders of such shares. Such statement shall be given to the stockholder within 10 days after such stockholder's request for such a statement is received by the surviving or resulting corporation or within 10 days after expiration of the period for delivery of demands for appraisal under subsection (d) of this section hereof, whichever is later. Notwithstanding subsection (a) of this section, a person who is the beneficial owner of shares of such stock held either in a voting trust or by a nominee on behalf of such person may, in such person's own name, file a petition or request from the corporation the statement described in this subsection.

(f) Upon the filing of any such petition by a stockholder, service of a copy thereof shall be made upon the surviving or resulting corporation, which shall within 20 days after such service file in the office of the Register in Chancery in which the petition was filed a duly verified list containing the names and addresses of all stockholders who have demanded payment for their shares and with whom agreements as to the value of their shares have not been reached by the surviving or resulting corporation. If the petition shall be filed by the surviving or resulting corporation, the petition shall be accompanied by such a duly verified list. The Register in Chancery, if so ordered by the Court, shall give notice of the time and place fixed for the hearing of such petition by registered or certified mail to the surviving or resulting corporation and to the stockholders shown on the list at the addresses therein stated. Such notice shall also be given by 1 or more publications at least 1 week before the day of the hearing, in a newspaper of general circulation published in the City of Wilmington, Delaware or such publication as the Court deems advisable. The forms of the notices by mail and by publication shall be approved by the Court, and the costs thereof shall be borne by the surviving or resulting corporation.

(g) At the hearing on such petition, the Court shall determine the stockholders who have complied with this section and who have become entitled to appraisal rights. The Court may require the stockholders who have demanded an appraisal for their shares and who hold stock represented by certificates to submit their certificates of stock to the Register in Chancery for notation thereon of the pendency of the appraisal proceedings; and if any stockholder fails to comply with such direction, the Court may dismiss the proceedings as to such stockholder. If immediately before the merger or consolidation the shares of the class or series of stock of the constituent corporation as to which appraisal rights are available were listed on a national securities exchange, the Court shall dismiss the proceedings as to all holders of such shares who are otherwise entitled to appraisal rights unless (1) the total number of shares entitled to appraisal exceeds 1% of the outstanding shares of the class or series eligible for appraisal, (2) the value of the consideration provided in the merger or consolidation for such total number of shares exceeds $1 million, or (3) the merger was approved pursuant to § 253 or § 267 of this title.

(h) After the Court determines the stockholders entitled to an appraisal, the appraisal proceeding shall be conducted in accordance with the rules of the Court of Chancery, including any rules specifically governing appraisal proceedings. Through such proceeding the Court shall determine the fair value of the shares exclusive of any element of value arising from the accomplishment or

expectation of the merger or consolidation, together with interest, if any, to be paid upon the amount determined to be the fair value. In determining such fair value, the Court shall take into account all relevant factors. Unless the Court in its discretion determines otherwise for good cause shown, and except as provided in this subsection, interest from the effective date of the merger through the date of payment of the judgment shall be compounded quarterly and shall accrue at 5% over the Federal Reserve discount rate (including any surcharge) as established from time to time during the period between the effective date of the merger and the date of payment of the judgment. At any time before the entry of judgment in the proceedings, the surviving corporation may pay to each stockholder entitled to appraisal an amount in cash, in which case interest shall accrue thereafter as provided herein only upon the sum of (1) the difference, if any, between the amount so paid and the fair value of the shares as determined by the Court, and (2) interest theretofore accrued, unless paid at that time. Upon application by the surviving or resulting corporation or by any stockholder entitled to participate in the appraisal proceeding, the Court may, in its discretion, proceed to trial upon the appraisal prior to the final determination of the stockholders entitled to an appraisal. Any stockholder whose name appears on the list filed by the surviving or resulting corporation pursuant to subsection (f) of this section and who has submitted such stockholder's certificates of stock to the Register in Chancery, if such is required, may participate fully in all proceedings until it is finally determined that such stockholder is not entitled to appraisal rights under this section.

(i) The Court shall direct the payment of the fair value of the shares, together with interest, if any, by the surviving or resulting corporation to the stockholders entitled thereto. Payment shall be so made to each such stockholder, in the case of holders of uncertificated stock forthwith, and the case of holders of shares represented by certificates upon the surrender to the corporation of the certificates representing such stock. The Court's decree may be enforced as other decrees in the Court of Chancery may be enforced, whether such surviving or resulting corporation be a corporation of this State or of any state.

(j) The costs of the proceeding may be determined by the Court and taxed upon the parties as the Court deems equitable in the circumstances. Upon application of a stockholder, the Court may order all or a portion of the expenses incurred by any stockholder in connection with the appraisal proceeding, including, without limitation, reasonable attorney's fees and the fees and expenses of experts, to be charged pro rata against the value of all the shares entitled to an appraisal.

(k) From and after the effective date of the merger or consolidation, no stockholder who has demanded appraisal rights as provided in subsection (d) of this section shall be entitled to vote such stock for any purpose or to receive payment of dividends or other distributions on the stock (except dividends or other distributions payable to stockholders of record at a date which is prior to the effective date of the merger or consolidation); provided, however, that if no petition for an appraisal shall be filed within the time provided in subsection (e) of this section, or if such stockholder shall deliver to the surviving or resulting corporation a written withdrawal of such stockholder's demand for an appraisal and an acceptance of the merger or consolidation, either within 60 days after the effective date of the merger or consolidation as provided in subsection (e) of this section or thereafter with the written approval of the corporation, then the right of such stockholder to an appraisal shall cease. Notwithstanding the foregoing, no appraisal proceeding in the Court of Chancery shall be dismissed as to any stockholder without the approval of the Court, and such approval may be conditioned upon such terms as the Court deems just; provided, however that this provision shall not affect the right of any stockholder who has not commenced an appraisal proceeding or joined that proceeding as a named party to withdraw such stockholder's demand for appraisal and to accept the terms offered upon the merger or consolidation within 60 days after the effective date of the merger or consolidation, as set forth in subsection (e) of this section.

(l) The shares of the surviving or resulting corporation to which the shares of such objecting stockholders would have been converted had they assented to the merger or consolidation shall have the status of authorized and unissued shares of the surviving or resulting corporation.

LETTER OF TRANSMITTAL

This Letter of Transmittal is being sent to you in connection with the merger (the "Merger") of Chamber Merger Sub Inc., a Delaware corporation ("Merger Sub"), with and into Ivy Holdings Inc., a Delaware corporation (the "Company").

You have received this Letter of Transmittal because the Company's records indicate that you own Common Stock of the Company (such shares, the "Subject Shares"). In order to receive payment for your Subject Shares, you must (a) complete and sign this Letter of Transmittal ("Letter of Transmittal") in the space provided below, (b) to the extent your Subject Shares are evidenced by certificates ("Certificates"), surrender the Certificate(s) and (c) mail or deliver the completed and executed Letter of Transmittal, Certificate(s) and other required materials to the Company. If you have lost your Certificate(s), you must complete and sign the Affidavit of Lost Stock Certificate attached hereto ("Lost Stock Affidavit") and return the Lost Stock Affidavit to the Company.

Please be advised that pursuant to the provisions of the Ivy Holdings Inc. Stockholders Agreement, dated as of December 15, 2010 (as amended from time to time, the "Stockholders Agreement"), to which you are a party, the stockholders of the Company have contractually agreed to certain obligations in connection with a Drag-Along Sale (as defined in the Stockholders Agreement). The transactions contemplated by the Merger Agreement constitute a Drag-Along Sale and, as such, you must reasonably cooperate in good faith with the Company in connection with the Merger Agreement and you must execute and deliver such instruments of conveyance and transfer as may reasonably be requested to consummate the Merger, including, in this case, signing and returning this Letter of Transmittal and other required materials.

Please read the accompanying instructions carefully. You must complete, sign and promptly return: (1) this Letter of Transmittal together with any Certificate(s) or Lost Stock Affidavit(s) (if applicable), (2) an Internal Revenue Service ("IRS") Form W-9, Form W-8BEN or other applicable Form W-8, as appropriate and (3) a FIRPTA Certificate in the form attached hereto, and/or other required materials to the following address by November 15, 2019:

Ivy Holdings Inc.
c/o Prospect Medical Holdings, Inc.
3415 South Sepulveda Boulevard, 9th Floor
Los Angeles, CA 90034
Attn: Cindra Syverson Email: cindra.syverson@prospectmedical.com

Questions and requests for assistance may be directed to Cindra Syverson at 310-943-4500 or cindra.syverson@prospectmedical.com.

.

This letter of transmittal (this "Letter of Transmittal") relates to the Agreement and Plan of Merger (the "Merger Agreement"), dated as of October 2, 2019, by and among Chamber Inc., a Delaware corporation (the "Purchaser"), Merger Sub, the Company and Green Equity Investors V, L.P., a Delaware limited partnership ("GEI V"), and Green Equity Investors Side V, L.P., a Delaware limited partnership ("GEI Side V" and collectively with GEI V, "GEI") solely for the purposes of Section 6.03(b) thereto, a copy of which (excluding the exhibits attached thereto) is included among the material distributed to you in connection with this Letter of Transmittal. Capitalized terms used that are not otherwise defined herein shall have the meanings ascribed to such terms in the Merger Agreement.

The undersigned, the registered holder(s) of Common Stock of the Company as of the date hereof, or the authorized transferee or assignee of such holder(s), hereby irrevocably surrenders all of its Subject Shares in exchange for the right to receive cash in the amount payable to the undersigned pursuant to and in accordance with the terms and conditions set forth in the Merger Agreement (the "Stockholder Payment Amount") upon the Effective Time. To the extent the Subject Shares are evidenced by Certificate(s), the undersigned is delivering herewith the Certificates(s) that represent such Subject Shares he, she or it owns or, in lieu of that, a Lost Stock Affidavit in accordance with the Merger Agreement. The undersigned further agrees not to Transfer (as such term is defined in the Stockholders Agreement) any Common Stock prior to the Effective Time without the Company's prior written consent, and acknowledges and agrees that in the event that the undersigned Transfers any Common Stock in violation of this Letter of Transmittal, then payment of the Stockholder Payment Amount shall not be made to the undersigned in accordance with this Letter of Transmittal. In any event the Purchaser, Merger Sub and the Surviving Corporation shall be entitled in all cases to effect payment of the Stockholder Payment Amount to the record holder of the applicable Subject Shares and shall have no liability or obligation with respect to any such payment, and no such party shall have any obligation to effect payment to any other person.

Acknowledgments and Agreements of the Undersigned With Respect to the Merger.

The undersigned acknowledges and agrees that, as of the Effective Time, each outstanding Subject Share held by the undersigned shall be converted automatically into the right to receive the Stockholder Payment Amount. The undersigned hereby acknowledges that the undersigned has received a copy of the Merger Agreement. The undersigned has carefully reviewed this Letter of Transmittal, the Merger Agreement, and has been given the opportunity to consult with independent legal counsel and the undersigned's tax, financial and business advisors regarding the rights and obligations under this Letter of Transmittal and the Merger Agreement, fully understands the terms and conditions contained in this Letter of Transmittal and the Merger Agreement, intends for the terms of this Letter of Transmittal to be binding on and enforceable against the undersigned, and has entered into this Letter of Transmittal voluntarily. The undersigned hereby acknowledges and agrees that the undersigned has not been advised by or directed by the Purchaser, Merger Sub, the Company, GEI or their respective legal counsel or other advisors or representatives in respect of the Merger Agreement or this Letter of Transmittal and that the undersigned has not relied on any such parties in connection with the Merger Agreement, this Letter of Transmittal or the transactions contemplated thereby or hereby. The undersigned has had the opportunity to ask questions and receive answers concerning the terms and conditions of this Letter of Transmittal and the Merger Agreement, and has had full access to such other information or documents concerning the Company and the transactions referenced in this Letter of Transmittal as requested. The undersigned understands that the consummation of the Merger is subject to various conditions described in the Merger Agreement, and there can be no assurance that the Merger will occur. In addition, the undersigned agrees and acknowledges that at the Effective Time the undersigned shall be bound by the terms of the Merger Agreement as may be modified or amended from time to time (and the Merger Agreement will be enforceable against the undersigned) and hereby agrees to be bound by any amendment, extension, waiver or modification to the Merger Agreement.

The undersigned acknowledges and agrees that the Merger constitutes a "Drag-Along Sale" as such term is defined in the Stockholders Agreement. Pursuant to the Stockholders Agreement, the undersigned agreed to consent to and raise no objection against the Merger and to waive any dissenter's rights, appraisal rights, or similar rights in connection with the Merger. Accordingly, the undersigned consents to, approves and raises no objection against, and agrees that he, she or it has no rights to dissent or seek appraisal with respect to, the Merger.

The undersigned hereby (i) waives any notice requirements set forth in the Stockholders Agreement relating to the consummation of the Merger; (ii) waives any appraisal rights, dissenter's rights or similar rights which the undersigned might otherwise have under applicable law in connection with the transactions contemplated by the Merger Agreement; and (iii) agrees that, other than the undersigned's right to receive the respective consideration payable to the undersigned with regard thereto under the Merger Agreement for his, her or its Stockholder Payment Amount in exchange of his, her or its Subject Shares, the undersigned shall have no further rights arising out of any his, her or its Subject Shares and at the Effective Time such Subject Shares shall be automatically cancelled and of no further force or effect without any further action required on the part of the undersigned.

The undersigned understands that the payment, if any, for any Subject Shares will be made as promptly as practicable after such surrender is made in acceptable form, but that in no event will the undersigned receive any interest on any payments to be made in respect to the Subject Shares. The undersigned also understands that delivery of the executed Letter of Transmittal and Certificate(s) (or Lost Stock Affidavit in lieu thereof) shall be effected in accordance with this Letter of Transmittal and its instructions, and risk of loss and title to such documents shall pass only upon delivery of such Letter of Transmittal, Certificate(s) (or Lost Stock Affidavit in lieu thereof) and other required materials in accordance with the procedures in this Letter of Transmittal and its instructions. The undersigned agrees to provide any tax reporting information as may be reasonably requested by the Purchaser, the Company or the Surviving Corporation.

Representations and Warranties

The undersigned hereby represents and warrants that: (a) the Subject Shares set forth opposite the name of the undersigned in the "Description of Shares Surrendered" section of this Letter of Transmittal are owned of record and beneficially by the undersigned, free and clear of any Liens other than Liens arising under the Stockholders Agreement and Liens arising under securities Laws, and the undersigned has sole voting power (if applicable) and sole dispositive power with respect to such Subject Shares; (b) the Subject Shares set forth opposite the name of the undersigned in the "Description of Shares Surrendered" section of this Letter of Transmittal constitute the only Company Shares owned by the undersigned and the undersigned has no right, title, interest to, or claim with respect to, any other Company Shares, (c) if the undersigned is not a natural person, the undersigned is duly incorporated, organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or organization; (d) the undersigned has the requisite power and authority, and if applicable legal capacity, to enter into, execute and deliver this Letter of Transmittal and perform the undersigned's obligations hereunder and, to the extent the Subject Shares are evidenced by Certificates, deliver the Certificate(s) (or Lost Stock Affidavit in lieu thereof); (e) the execution and delivery of this Letter of Transmittal, including the transfer and delivery of the Subject Shares represented thereby by the undersigned, and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary action on the part of the undersigned; (f) this Letter of Transmittal, when duly executed and delivered by the undersigned, will constitute a valid and binding obligation of and enforceable against the undersigned in accordance with its terms; (g) neither the execution, delivery nor performance of this Letter of Transmittal, nor the consummation by the undersigned of the transactions contemplated hereby, will (A) violate or constitute a breach of any provision of the undersigned's organizational documents, if applicable, (B) require on the part of the undersigned any notice

to or filing with, or any permit, authorization, consent or approval of, any person, corporation, partnership, Governmental Authority or other organizational entity or (C) violate any Law or Order in effect as of the Closing Date applicable to the undersigned; (h) there is no Action pending or, to the knowledge of the undersigned, threatened against the undersigned which questions the validity of this Letter of Transmittal or the right of the undersigned to enter into such Letter of Transmittal; and (i) the undersigned has not used or retained any broker or finder in connection with any transactions contemplated hereby nor is any broker, finder or investment banker entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by the Merger Agreement based upon any agreements or other arrangements made by or on behalf of the undersigned for which the Company or its Affiliates would be responsible.

Release

The undersigned acknowledges and agrees that, upon consummation of the transactions contemplated by the Merger Agreement and receipt by the undersigned of the Stockholder Payment Amount, the undersigned, on behalf of himself, herself or itself and each of his, her or its respective family members, heirs, trustees, beneficiaries or persons controlling, controlled by, or under common control with the undersigned, and all persons or entities that might claim by, through or under the undersigned, including the representatives, agents, assigns or assignees of the undersigned (the "Releasing Parties"), hereby forever and unconditionally waives, releases and forever discharges the Company, Purchaser, Merger Sub, GEI and the Surviving Corporation, and each of their respective past, present and future investors, equityholders, officers, directors, employees, agents, attorneys, advisors, representatives and Affiliates (the "Releasees"), from any and all past, present and future loss, liability, obligations, claims, actions, causes of actions, charges, rights to any equitable remedy or subordination, claims, obligations, demands, damages, costs, expenses (including reasonable attorneys' and other professional fees and expenses), judgments of every kind and other relief ("Claims"), against the respective Releasees relating to the undersigned's ownership of Subject Shares or in connection with the transactions contemplated by the Merger Agreement, whether in law, equity or otherwise, known or unknown, vested or contingent, direct or indirect, suspected or unsuspected, accrued or unaccrued, including, without limitation, Claims for breach of fiduciary duty and breach of contract or Claims that the undersigned is owed consideration in excess of or in a different form than the Stockholder Payment Amount; provided, however, that nothing in this Letter of Transmittal shall be construed to release, waive, acquit or discharge any Claims or rights that any of the Releasing Parties had, have or may have (A) as an officer, director, member or manager of any of the Company or any Company Subsidiary with respect to any claims or rights to indemnification under such entity's certificate of incorporation or by-laws (or equivalent organizational documents), each as amended to date, under applicable law or any director and officer insurance policy of the Company or any Company Subsidiary, (B) as an employee of the Company or any Company Subsidiary, (C) to the extent related to such Releasing Party's rights as a counterparty to any contract (other than pursuant to which such Released Party received or was issued Subject Shares), (D) pursuant to any payment obligations of the Company, Purchaser, Merger Sub and the Surviving Corporation under this Letter of Transmittal, the Merger Agreement and any other agreement entered into in connection with any of the foregoing, or (E) for benefits afforded to the undersigned under any insured group medical, disability or life plans or any other employee benefit plan of the Company or any Company Subsidiary. The undersigned agrees not to institute any litigation, lawsuit, claim or action against any Releasee with respect to any and all claims released in this Letter of Transmittal. The undersigned hereby represents and warrants that it has access to adequate information regarding the terms, scope and effect of the releases set forth herein, and all other matters encompassed by this release to make an informed and knowledgeable decision with regard to entering into this release and has not relied on the Releasees in deciding to enter into this release and has instead made his, her or its own independent analysis and decision to enter into this release.

To the extent applicable, the undersigned waives the benefits of Section 1542 of the California Civil Code which reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Payment

The undersigned will, upon request, execute and deliver any additional documents reasonably deemed appropriate or necessary by the Company or Purchaser in connection with the surrender of the Subject Shares. By execution hereof, the undersigned agrees that the undersigned is bound by those portions of the Merger Agreement applicable to an Eligible Holder. All authority conferred or agreed to be conferred in this Letter of Transmittal shall be binding upon the successors, assigns, heirs, executors, administrators and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

The undersigned understands that payment, if any, in exchange for surrender of the Subject Shares will not be made until receipt by Purchaser and the Company of (i) this Letter of Transmittal, or a reproduction hereof, duly completed and signed, together with all accompanying evidences of authority in form reasonably satisfactory to Purchaser and the Company, (ii) the Certificate(s) or a Lost Stock Affidavit in lieu thereof and (iii) any other required materials. All questions as to validity, form and eligibility of surrender of Subject Shares hereunder will be determined by Purchaser in its reasonable discretion.

The payment will be made by check. Please carefully review the Instructions to the Letter of Transmittal (the "Instructions") below for more information about how to complete this Letter of Transmittal.

This Letter of Transmittal will be binding upon and inure to the benefit of the undersigned, Purchaser, Merger Sub, the Company, the Surviving Corporation, GEI and their respective Affiliates, heirs, legal representatives, successors and permitted assigns.

The representations, warranties, covenants and agreements of the undersigned contained in this Letter of Transmittal shall survive the Closing Date.

*****

LETTER OF TRANSMITTAL

To: Ivy Holdings Inc.
c/o Prospect Medical Holdings, Inc.
3415 South Sepulveda Boulevard, 9th Floor
Los Angeles, CA 90034
Attn: Cindra Syverson
Email: cindra.syverson@prospectmedical.com

THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE COMPLETION.

DESCRIPTION OF SHARES SURRENDERED		
Name(s) and Address(es) of Registered Holder(s) exactly as name(s) appear(s) in the records of Ivy Holdings Inc. (the "Company")	Type of Shares being Surrendered	
	Common Stock	Certificate(s) Representing Shares Surrendered

ALL STOCKHOLDERS MUST SIGN HERE:

Signature:_____
(Must be signed by the registered holder(s) exactly as name(s) appear(s) in the records of the Company, or by person(s) authorized to become registered holder(s) by any documents transmitted herewith. If signature by a nominee, attorney-in-fact, trustee, executor, administrator, guardian, officer of a corporation, or other person acting in a fiduciary or representative capacity, please provide the following information and see Instruction 5.)

Date:_____

Name(s):_____
(Please Print or Type)

Capacity (Full Title):_____

Address:_____

Area Code and Telephone Number:_____

E-mail Address:_____

Tax Identification/Social Security Number:_____

IF APPLICABLE: By signing below, the registered holder's spouse indicates his or her consent to be bound by the terms herein as to his or her interests, whether as community property or otherwise, if any, in the registered holder's Shares.

UNDERSIGNED HOLDER'S SPOUSE

_____

(Sign Name)

_____

(Print Name)

INSTRUCTIONS
TO THE
LETTER OF TRANSMITTAL

1 General.

You should forward directly to the addressee set forth in this Letter of Transmittal (a) this Letter of Transmittal, (b) the Certificate(s) or a Lost Stock Affidavit in lieu thereof, (c) the Form W-9 (or Form W-8, if applicable), (d) a FIRPTA Certificate and (e) any other items required to be delivered under these Instructions.

This Letter of Transmittal must be properly completed, dated, validly executed, and delivered to the Company accompanied by the Certificate(s) or a Lost Stock Affidavit in lieu thereof and the completed and signed Form W-9 (or Form W-8, if applicable). Payment will be distributed to the persons entitled thereto as promptly as practicable after receipt of all of such documentation.

2 Execution of this Letter of Transmittal.

This Letter of Transmittal must be signed by the record holder of the Subject Shares. In case of joint tenants, both must sign. When signing as agent, attorney, administrator, executor, guardian, trustee or in any other fiduciary or representative capacity, or as an officer of a corporation on behalf of the corporation, please give full title as such.

If you live in a community property State (e.g., the States of Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington and Wisconsin), your spouse will also need to provide his/her signature above.

INSTRUCTIONS 3 AND 4 BELOW NEED ONLY BE FOLLOWED IF THE RECORD HOLDER DESIRES TO INDICATE A CORRECTION OF OR CHANGE IN NAME.

3. Signature on this Letter of Transmittal; Written Instruments and Endorsements; Guarantee of Signatures.

If this Letter of Transmittal is signed by the registered holder(s) of the Subject Shares tendered hereby, the signature must correspond exactly with the name(s) as written on the records of the Company, without alteration, addition, enlargement or any change whatsoever. If any of the Subject Shares tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If a number of Subject Shares registered in different names are tendered, it will be necessary to complete, sign and submit as many separate copies of this Letter of Transmittal (or facsimiles thereof) as there are different registrations of Subject Shares.

When this Letter of Transmittal is signed by the registered holder(s) of Subject Shares listed and tendered hereby, no separate written instruments of transfer or exchange are required. If, however, this Letter of Transmittal is signed by a person other than the registered holder(s) of the Subject Shares listed, such Subject Shares must be endorsed or accompanied by separate written instruments of transfer or exchange in form reasonably satisfactory to Purchaser and duly executed by the registered holder, signed exactly as the name or names of the registered holder(s) appear(s) in the Company's records. If this Letter of Transmittal or any separate written instruments of transfer or exchange are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing.

4. Supporting Evidence.

If this Letter of Transmittal, or an instrument of transfer is executed by a person (other than the registered owner) as an agent, attorney, administrator, executor, guardian, trustee or in any other fiduciary or representative capacity, or by an officer of a corporation on behalf of the corporation, documentary evidence of appointment and authority to act in such capacity (including court orders where necessary) may be required to be submitted with this Letter of Transmittal and any instrument of transfer as evidence of the authority of the person making such execution to assign, sell or transfer shares at the reasonable request of the Purchaser.

5. Transfer Taxes.

Except as set forth in this Instruction 8, no transfer tax stamps or funds to cover such stamps, if applicable, need accompany this Letter of Transmittal. If delivery of the check is to be made to any person other than the registered holder of the Subject Shares, or if Subject Shares are registered in the name of any person other than the person signing the Letter of Transmittal, satisfactory evidence of the payment of any interest transfer taxes (for which the registered holder shall solely be responsible) or exemption therefrom (whether imposed on the registered holder or such other person) payable on account of the transfer to such person must be received prior to the delivery of any payment.

6. Request for Assistance.

Questions and requests for assistance or for additional copies of this Letter of Transmittal should be directed to the Company at the address or the telephone number provided in this Letter of Transmittal.

7. United States Backup Federal Income Tax Withholding.

Under U.S. federal income tax laws, the Company may be required to withhold a portion of the Stockholder Payment Amount and any other payments made to certain Stockholders pursuant to the Merger Agreement. To avoid such backup withholding, a Stockholder that is a "U.S. person" for U.S. federal income tax purposes is required to provide the Company with such Stockholder's correct taxpayer identification number ("TIN") and certify that it is not subject to backup withholding by completing IRS Form W-9. If the Company is not provided with the correct TIN or an adequate basis for an exemption, a penalty may be imposed by the IRS, and the Stockholder Payment Amount and other payments made pursuant to the Merger Agreement may be subject to backup withholding at the current rate of 24%. In addition, the Stockholder must date and sign as indicated. Failure to comply truthfully with the backup withholding requirements also may result in the imposition of criminal and/or civil fines and penalties.

Certain Stockholders (including, among others, certain corporations and foreign persons) are exempt from these backup withholding requirements. Exempt U.S. persons should indicate their exempt status on Form W-9. A foreign person, including a foreign entity, may qualify as an exempt recipient by submitting a properly completed Form W-8BEN, W-8BEN-E (in the case of a foreign entity) or other applicable Form W-8, signed under penalties of perjury and attesting to that Stockholder's foreign status.

Form W-9 or the applicable Form W-8 may be obtained at the IRS website at www.irs.gov. Stockholders should consult the instructions to these forms for information regarding which form to return and how to properly complete such form.

If backup withholding applies, the Company is required to withhold 24% of the entire Stockholder Payment Amount or any other payment made pursuant to the Merger Agreement to the Stockholder. Such payments generally will be subject to information reporting, even if an exemption from backup withholding is established. Backup withholding is not an additional U.S. federal income tax. Rather, the U.S. federal

income tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained from the IRS, provided that the requisite information is properly provided in a timely manner.

8. FIRPTA Certificate

Section 1445 of the United States Internal Revenue Code of 1986, as amended ("Code") provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. A Stockholder who is a foreign person, or who does not timely and accurately complete a FIRPTA certificate (as defined below) may be subject to such withholding pursuant to Section 1445 of the Code at the applicable rate on the entire Stockholder Payment Amount or any other payment made pursuant to the Merger Agreement to the Stockholder. To avoid such withholding, a Stockholder who is not a foreign person should timely and accurately complete and deliver a Section 1445 Certificate of Non-foreign Status (a "FIRPTA Certificate"), as attached hereto, to the Company.

YOU ARE HEREBY NOTIFIED THAT YOU SHOULD SEEK ADVICE BASED ON YOUR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

IF YOU HAVE QUESTIONS OR NEED MORE INFORMATION. PLEASE CONTACT:

Ivy Holdings Inc.
c/o Prospect Medical Holdings, Inc.
3415 South Sepulveda Boulevard, 9th Floor
Los Angeles, CA 90034
Attn: Cindra Syverson
Email: cindra.syverson@prospectmedical.com

AFFIDAVIT OF LOST STOCK CERTIFICATE

STATE OF _____)

COUNTY OF _____)

_____, being duly sworn, says that he or she is authorized to make this affidavit for and on behalf of _____ (collectively, the "**Stockholder**").

1. The Stockholder is the legal and beneficial owner of _____ shares of Ivy Holdings Inc. (the "**Lost Shares**") issued by Ivy Holdings Inc., a Delaware corporation (the "**Issuer**"), represented by certificate number(s)_____ (collectively, the "**Certificate**"). Terms not expressly defined herein shall have the same meaning assigned to them as in the Letter of Transmittal executed and delivered on or around the date hereof by the Stockholder to the Issuer.

2. The Certificate has been lost, stolen or destroyed.

3. The Stockholder has made or caused to be made a diligent search for the Certificate and has been unable to find or recover it, neither the Certificate nor any interest therein has been sold, assigned, pledge, or disposed of in any manner by or on behalf of the Stockholder, neither the Stockholder nor anyone on its behalf has signed any power of attorney, or other assignment or authorization respecting the Certificate which is now outstanding and in force, and no person, firm or corporation other than the Stockholder has any title or interest in the Certificate.

4. The Certificate was registered in the name of the Stockholder.

5. This Affidavit is made to induce payment of a portion of the Stockholder Payment Amount attributable to the Lost Shares to the Stockholder pursuant to the terms of the Agreement and Plan of Merger, dated as of October 2, 2019, by and among Chamber Inc., Chamber Merger Sub Inc., the Issuer and Green Equity Investors V, L.P. and Green Equity Investors Side V, L.P., solely for the purposes of Section 6.03(b) thereto.

6. In consideration of receiving the portion of the Stockholder Payment Amount attributable to the Lost Shares, the Stockholder, for himself, herself or itself and his or her heirs and legal representatives and his, her or its assigns and successors in interest, does hereby agree to indemnify and save harmless the Issuer and its respective affiliates and each of their respective officers, directors, employees, agents and representatives and each of the heirs, executors, successors and assigns of any of the foregoing from any and all claims and demands of every kind and nature, actions, causes of action, suits and controversies whether groundless or otherwise, and from and against any and all losses, damages, costs, charges, counsel fees, payments, expenses and liabilities whatsoever which the Issuer may sustain or incur by reason of any claim which may be made in respect of the Certificate or the payment of the portion of the Stockholder Payment Amount attributable to the Lost Shares without receipt of the Certificate.

Print Name:_____

Title:_____
(on behalf of Stockholder)

STATE OF _____)

COUNTY OF_____)

The above document was acknowledged before me this ____ day of _____, 2019, by _____, an individual.

_____
Notary Public

CERTIFICATION OF NON-FOREIGN STATUS
PURSUANT TO TREASURY REGULATION SECTION 1.1445-2(b)

Pursuant to the Agreement and Plan of Merger (the "**Merger Agreement**"), dated as of October 2, 2019, by and among Chamber Inc., a Delaware corporation ("**Purchaser**"), Chamber Merger Sub Inc., a Delaware corporation ("**Merger Sub**"), Ivy Holdings Inc., a Delaware corporation (the "**Company**") and solely for the purposes of Section 6.03(b), Green Equity Investors V, L.P., a Delaware limited partnership ("**GEI V**") and Green Equity Investors Side V, L.P., a Delaware limited partnership ("**GEI Side V**" and collectively with GEI V, "**GEI**"), Merger Sub will be merged with and into the Company (the "**Merger**"). Section 1445 of the Internal Revenue Code of 1986, as amended, provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the Company that withholding of tax is not required upon the disposition of my U.S. real property interest by the Stockholder, the undersigned hereby certifies the following, or if the Stockholder is an entity for U.S. tax purposes, the undersigned hereby certifies the following on behalf of the Stockholder:

1. The Stockholder's United States taxpayer identification number (social security number in the case of an individual or employer identification number in the case of a Stockholder that is an entity for U.S. federal income tax purposes) is _____;

2. The Stockholder is not a "nonresident alien individual," "foreign person," "foreign corporation," "foreign partnership," "foreign trust," or "foreign estate" (as such terms are defined in the Code and Treasury Regulations promulgated thereunder);

3. The Stockholder's home address (in the case of an individual)/office address (in the case of an entity) is: _____.

4. If the Stockholder is an entity for U.S. federal income tax purposes, the Stockholder is not a disregarded entity as defined in Treasury Regulation Section 1.1445-2(b)(2)(iii).

The Stockholder understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and if the Stockholder is an entity for U.S. federal income tax purposes, I further declare that I have the authority to sign this document on behalf of the Stockholder.

Dated as of _____

Signature _____

EXECUTION VERSION

IVY HOLDINGS INC.

STOCKHOLDERS AGREEMENT

December 15, 2010

TABLE OF CONTENTS

TABLE OF CONTENTS

Page

TABLE OF CONTENTS

TABLE OF CONTENTS

STOCKHOLDERS AGREEMENT

Stockholders Agreement (this "Agreement"), dated as of December 15, 2010, by and among Ivy Holdings Inc., a Delaware corporation (the "Company"), Green Equity Investors V, L.P., a Delaware limited partnership ("GEI"), Ivy LGP Coinvest LLC, a Delaware limited liability company ("GEI Co-Invest"), Green Equity Investors Side V, L.P., a Delaware limited partnership ("GEI Side", and together with GEI, GEI Co-Invest and any transferee controlled directly or indirectly by Leonard Green & Partners, L.P. or any of its Affiliates or any GEI Affiliate (as hereinafter defined), the "GEI Parties"), Samuel Lee ("SL"), The David and Alexa Topper Family Trust ("DT"), Mike Heather ("MH") and Dr. Jeereddi Prasad ("JP" and together with SL, DT and MH, the "Initial Management Investors") and together with any other management investor who becomes party to this Agreement at or following the Effective Time by execution of a signature page to this Agreement in the form of Exhibit A of this Agreement (as defined in the Merger Agreement) (the "Other Management Investors" and collectively with the Initial Management Investors, the "Management Investors").

RECITALS

WHEREAS, the Company has entered into an Agreement and Plan of Merger, dated as of August 16, 2010 (the "Merger Agreement"), with Ivy Merger Sub Corp., an indirect, wholly-owned subsidiary of the Company (the "Buyer"), and Prospect Medical Holdings, Inc., a Delaware corporation ("Ivy"), pursuant to which Buyer will merge with and into Ivy and Ivy will survive such merger as a wholly owned subsidiary of the Company (the "Surviving Corporation") on the terms and conditions set forth in the Merger Agreement;

WHEREAS, pursuant to a Contribution and Subscription Agreement, dated as of August 16, 2010 (the "Initial Contribution Agreement"), as amended, by and among the Company and each Initial Management Investor, immediately prior to the Effective Time the Initial Management Investors shall acquire shares of common stock of the Company, par value $0.01 per share ("Common Stock");

WHEREAS, pursuant to Contribution and Subscription Agreements, dated as of November 1, 2010 (the "Other Contribution Agreements" and together with the Initial Contribution Agreement, the "Contribution Agreements"), as amended, by and among the Company and each Other Management Investor, immediately prior to the Effective Time the Other Management Investors shall acquire shares of Common Stock;

WHEREAS, immediately following the Effective Time, GEI, GEI Side and GEI Co-Invest shall beneficially own shares of the Company's 13.5% Cumulative Senior Preferred Stock (the "Preferred Stock") and Common Stock. The Common Stock and Preferred Stock (together with any other class of capital stock of the Company that may be issued from time to time) are sometimes collectively referred to herein as the "Capital Stock"; and

WHEREAS, immediately following the Effective Time, GEI and each respective Management Investor shall beneficially own the number of shares of Capital Stock set forth opposite such Person's name on Schedule A hereto. The Secretary of the Company shall amend Schedule A from time to time to reflect any Other Management Investors, the issuance of

additional shares of Capital Stock that are subject to this Agreement to any Person or the Transfer of any shares of Capital Stock that are subject to this Agreement to any Person; provided, that such Transfer is made in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I.

RESTRICTIONS ON TRANSFER

Section 1.1 General Restrictions on Transfer.

(a) Each Management Investor and each other Person (other than the GEI Parties or any GEI Transferees) who becomes a party hereto or agrees to be bound by the terms hereof after the date hereof (collectively with the Management Investors, the "Non-GEI Holders") agrees that, until the earlier of (i) the consummation of a Public Offering Event and (ii) the date that more than 50% of the number of shares of Common Stock collectively held by the GEI Parties immediately following the Effective Time have been Transferred by the GEI Parties or GEI Transferees to any Person or Persons (other than to any GEI Affiliate), taking into account the effect of any stock splits, reverse stock splits or other relevant events occurring after the Effective Time (such period, the "Lock Up Period"), it will not, directly or indirectly, sell, hypothecate, give, convey, bequeath, transfer, assign, pledge or in any other way whatsoever encumber or dispose of (any such event, a "Transfer") any shares of Capital Stock now owned or hereafter acquired by such Non-GEI Holder (or any interest therein) to any other Person, except as expressly permitted by this Agreement or with the prior written consent of GEI; provided, the restrictions on Transfer set forth in this Article I shall not apply to any shares of Capital Stock acquired by a Non-GEI Holder for value after the Closing from the Company (other than, for the avoidance of doubt, any shares of Capital Stock acquired pursuant to an Employee Compensation Arrangement), unless such Transfer restrictions are expressly agreed to at or after the time such shares are acquired (any such after-acquired shares of Capital Stock, "For Value Shares"). Nothing in this Section 1.1 shall be deemed to limit the ability of any GEI Party or any GEI Transferee to Transfer any of its Capital Stock, provided such GEI Party complies with all applicable terms and conditions of this Agreement.

(b) Any GEI Party or GEI Transferee may Transfer Capital Stock provided that (i) such GEI Party or GEI Transferee complies with the other terms and conditions of this Agreement; and (ii) in the event of any Transfer by any GEI Party or GEI Transferee to another Person, the transferee executes and delivers to the Company and each Non-GEI Holder an agreement agreeing to be bound by the terms of this Agreement to the same extent applicable to such GEI Party or GEI Transferee.

Section 1.2 Permitted Transfers. Until the end of the Lock Up Period, and subject to the proviso in Section 1.1(a) above, no Management Investor may Transfer any of its shares of Capital Stock to any Person other than a Permitted Transferee (as hereinafter defined) or with the prior written consent of GEI. A "Permitted Transferee" of a Management Investor or

a Permitted Transferee thereof means (i) any Initial Management Investor or its Permitted Transferees, (ii) any heir or legal successor by death to such Management Investor or its applicable Permitted Transferees, (iii) any trust, partnership, limited liability company or custodianship established for the primary benefit of any one or more Management Investors or its Permitted Transferees or the Family Members of any Management Investor or a Permitted Transferee thereof (provided that a Management Investor or its Permitted Transferee serves as the trustee, general partner, managing member or custodian thereof), and (iv) GEI, in the event of any acquisition by GEI of its Capital Stock from such Management Investor pursuant to Section 2.2; provided, however, that each such Transfer shall be subject to the Permitted Transferee's delivery to the Company and GEI of a duly executed agreement (x) to be bound by the terms of this Agreement to the same extent applicable to such Transferring Management Investor and the shares of Capital Stock subject to such Transfer, including notice information for such Permitted Transferee to receive any notice or other document required to be delivered to a Permitted Transferee pursuant to this Agreement with respect to the Capital Stock Transferred to such Permitted Transferee and (y) to Transfer the Transferred Capital Stock back to the original owner (or another designated Permitted Transferee of the original owner) if the Permitted Transferee ceases to be a Permitted Transferee of such Management Investor. For purposes of this Agreement, (i) a "Family Member" of any Management Investor or Permitted Transferee who is an individual shall include any member of the class consisting of that individual's spouse, descendants (whether by blood, marriage or adoption, and their respective descendants by blood, marriage or adoption), parents (including adoptive parents or in-laws), siblings (whether by blood, marriage or adoption), or the spouse of any such descendant, parent or sibling and (ii) upon the occurrence of a Call Event with respect to an Initial Management Investor, such Initial Management Investor shall not be deemed to be an Initial Management Investor for the purposes of this Agreement and shall not be entitled to the rights and benefits that accrue to the Initial Management Investors, including, but not limited to, those set forth in Article IX; provided, however, for the avoidance of doubt, such Initial Management Investor shall still be considered a Management Investor for the purposes of this Agreement.

Section 1.3 Compliance with Securities Laws.

(a) No party may Transfer any Capital Stock, and the Company shall not transfer on its books any shares of Capital Stock, unless such Transfer is permitted hereunder, and (i) is pursuant to an effective registration statement under the Securities Act of 1933, as amended (together with the rules and regulations promulgated thereunder, the "Securities Act"), and otherwise is in compliance with any applicable state securities or blue sky laws, or (ii) such party shall have furnished the Company with an opinion of counsel, which opinion and counsel shall be reasonably satisfactory to the Company (it being acknowledged that Latham & Watkins LLP or Bingham McCutchen LLP shall be deemed to be counsel reasonably satisfactory to the Company), to the effect that no such registration is required because of the availability of an exemption from registration under the Securities Act and any applicable state securities or blue sky laws.

(b) All certificates representing the shares of Capital Stock subject to the terms of this Agreement shall bear the following legend (or one to substantially similar effect):

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT AND SAID LAWS OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS THEREOF.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS CONTAINED IN A STOCKHOLDERS AGREEMENT, DATED AS OF DECEMBER 15, 2010 (AS SUCH AGREEMENT MAY BE AMENDED FROM TIME TO TIME, THE "STOCKHOLDERS AGREEMENT"). THE STOCKHOLDERS AGREEMENT CONTAINS, AMONG OTHER THINGS, CERTAIN PROVISIONS RELATING TO THE TRANSFER OF THE SECURITIES SUBJECT TO SUCH AGREEMENT. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THE SHARES REPRESENTED BY THIS CERTIFICATE, DIRECTLY OR INDIRECTLY, MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH STOCKHOLDERS AGREEMENT. THE HOLDER OF THIS CERTIFICATE, BY ACCEPTANCE OF THIS CERTIFICATE, AGREES TO BE BOUND BY ALL OF THE PROVISIONS OF SUCH STOCKHOLDERS AGREEMENT APPLICABLE TO THE SECURITIES REPRESENTED BY THIS CERTIFICATE."

(c) Notwithstanding the foregoing, the restrictions set forth in this Section 1.3 shall not apply to any sale of Capital Stock pursuant to (x) an effective registration statement under the Securities Act, or (y) Rule 144 promulgated under the Securities Act, as such Rule may be amended from time to time ("Rule 144"); provided, that such sale pursuant to Rule 144 is (i) not to an Affiliate of the Company and (ii) not made prior to a Public Offering Event.

Section 1.4 Improper Transfer. Any attempt to Transfer or otherwise encumber any Capital Stock in violation of this Agreement shall be null and void and neither the Company nor any registrar or transfer agent of such Capital Stock shall give any effect to such attempted Transfer or encumbrance in its stock records.

Section 1.5 Involuntary Transfer. In the case of any Transfer of title or beneficial ownership of Capital Stock upon default, foreclosure, forfeit, court order or otherwise than by a voluntary decision on the part of a party hereto (an "Involuntary Transfer"), the applicable holder shall promptly (but in no event later than five (5) days after such Involuntary Transfer) furnish written notice to the Company indicating that the Involuntary Transfer has occurred, specifying the name of the Person to whom such Capital Stock has been Transferred, giving a detailed description of the circumstances giving rise to, and stating the legal basis for, the Involuntary Transfer. Nothing in this Section 1.5 shall be deemed to constitute a consent to or waiver of any rights with respect to such an Involuntary Transfer or to vest any Person who

may purport to become a holder of Capital Stock pursuant to an Involuntary Transfer with any rights under this Agreement.

Section 1.6 Certain Definitions. For purposes of this Agreement:

(a) An "Affiliate" of a specified Person means any other Person directly or indirectly controlling, controlled by or under common control with such specified Person.

(b) The term "control" (including, with correlative meanings, the terms "controlling", "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise. For the avoidance of doubt, a natural person cannot be "controlled by" another Person, and no Management Investor nor any Permitted Transferee thereof shall be deemed an Affiliate of any GEI Party and no employee, partner or Affiliate of any GEI Party shall be deemed an Affiliate of any Management Investor.

(c) "Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

ARTICLE II.

CALL RIGHT

Section 2.1 Call Event.

For purposes of this Agreement, a "Call Event" shall be deemed to occur with respect to (A) an Initial Management Investor if (x) such Initial Management Investor's employment (or in the case of a trust whose beneficiary or trustee is an employee of the Company or a subsidiary thereof, the employment of such beneficiary or trustee, as applicable) is terminated by the Company, or a subsidiary of the Company, as applicable, under circumstances constituting "Cause" (as such term is defined in such Management Investor's then-current employment agreement with the Company, or a subsidiary of the Company, as applicable) or (y) an Initial Management Investor terminates (or in the case of a trust, whose beneficiary or trustee is an employee of the Company or a subsidiary thereof who terminates) his employment with the Company, or a subsidiary of the Company, as applicable, in the absence of circumstances constituting "Good Reason" (as such term is defined in such Management Investor's then-current employment agreement with the Company, or a subsidiary of the Company, as applicable) or (B) an Other Management Investor if such Other Management Investor's employment with the Company, or a subsidiary of the Company, as applicable, is terminated for any reason, with or without cause, including, but not by way of limitation, a termination by resignation, discharge, disability, death or retirement, but excluding a termination where there is a simultaneous reemployment by the Company or one of its subsidiaries. Upon agreement (the "Call Option Approval") of the (i) GEI Parties and (ii) those Initial Management Investors (other than any Initial Management Investor who has (or in the case of a trust, whose beneficiary or trustee is an employee of the Company or a subsidiary thereof who has) then experienced a Call Event) and

their respective Permitted Transferees holding a majority of the then outstanding shares of Common Stock held by all Initial Management Investors (other than any Initial Management Investor who has (or in the case of a trust, whose beneficiary or trustee is an employee of the Company or a subsidiary thereof who has) then experienced a Call Event) and their respective Permitted Transferees, the Company shall give prompt written notice (such notice, a "Call Right Notice") of any such Call Event to GEI and each Initial Management Investor who has not (or in the case of a trust, whose beneficiary or trustee is an employee of the Company or a subsidiary thereof who has not) then experienced a Call Event (GEI and such Initial Management Investors, the "Call Right Optionees"), including the number of Available Shares, the pro rata allotment of such Available Shares among the Call Right Optionees, the notice address (based on the Company's records) for the applicable Management Investor who has experienced the Call Event, and the deadline for submitting a Call Right Election Notice (which shall be at the end of the applicable Call Period as described in Section 2.2(a) (the "Call Right Election Deadline")). In addition, the Management Investor who has so experienced such Call Event (and each of its applicable Permitted Transferees) shall promptly deliver to the Company all stock certificates representing its Available Shares, to be held in trust by the Company pending completion of the process described in this Article II. For the avoidance of doubt, "Cause" and "Good Reason" for MH will be the same as is defined in SL's employment agreement. In the event that there is a dispute between an Initial Management Investor and the Company as to whether "Cause" for termination exists or whether a resignation was for "Good Reason", (x) such dispute shall be definitively resolved in accordance with the dispute resolution procedures in such Initial Management Investor's employment agreement or, if such Initial Management Investor does not have a current employment agreement or no such dispute resolution procedures are specified, in a proceeding before a court of competent jurisdiction (unless the Initial Management Investor and the Company agree to some other means to resolve such dispute) and (y) the application of this Article II shall be deferred until such dispute is definitively so determined.

Section 2.2 Call Rights.

(a) Upon the occurrence of a Call Event with respect to a Management Investor and so long as a Call Option Approval has been received, the Call Right Optionees shall have an option (the "Call Option"), but not an obligation, to purchase from such Management Investor its pro rata portion (based on the relative percentages of the Common Stock then owned by each Call Right Optionee out of the total number of shares of Common Stock then owned by all Call Right Optionees) of all or a portion of the Available Shares then owned by such Management Investor and its Permitted Transferees, unless one or more of the Initial Management Investors who are Call Right Optionees agree to purchase (a "Pre-Emptive Purchase") some or all of such Available Shares at a price greater than Fair Market Value (for the avoidance of doubt and notwithstanding the foregoing, a Pre-Emptive Purchase shall not be contingent on the receipt of a Call Option Approval) and such Call Right Optionee and the Management Investor who has experienced such Call Event provide written notice of the Pre-Emptive Purchase to the Company (including the price proposed to be paid per Available Share) prior to the Call Right Election Deadline (in which case, such Pre-Emptive Purchase shall be deemed a Transfer to a Permitted Transferee subject to Article I). The Call Right Optionees also shall have oversubscription rights, to the extent all Call Right Optionees do not elect to purchase their full pro rata portion of the Available Shares or all Available Shares are not purchased in a Pre-Emptive Purchase. For purposes of this Article II, "Available Shares"

of a Management Investor means all shares of Common Stock then held by such Management Investor and its Permitted Transferees other than For Value Shares; provided, that solely with respect to the Initial Management Investors and their Permitted Transferees, (i) with respect to any shares of Common Stock held of record by an Initial Management Investor or its Permitted Transferees as of the Effective Time that would otherwise constitute Available Shares, the Call Option shall expire as to 50% of such shares of Common Stock on the first anniversary of the Effective Time, with the Call Option expiring as to an additional 16.667% of such shares of Common Stock on each of the next three anniversaries of the Effective Time (and upon such expiration, such shares shall no longer constitute Available Shares), (ii) with respect to any shares of Common Stock acquired by an Initial Management Investor after the date hereof that would otherwise constitute Available Shares (the "After Acquired Shares"), the Call Option shall expire as to 50% of any After Acquired Shares on the first anniversary of the date such After Acquired Shares were acquired, with the Call Option expiring as to an additional 16.667% of the After Acquired Shares on each of the next three anniversaries of the date such After Acquired Shares were acquired by such Initial Management Investor, and (iii) no shares of Common Stock held by an Initial Management Investor or its Permitted Transferees shall be Available Shares after the expiration of the deadline for those Call Right Optionees who elect to purchase Available Shares to deliver payment for those Available Shares, as provided below. For the avoidance of doubt, the Call Right Optionees shall be entitled to deliver multiple Call Notices from time to time prior to the expiration of the relevant Call Periods described in this Section 2.2. "Call Period" means (x) with respect to any shares of Capital Stock that have not been held for at least six months at the time of the Call Event, nine months from the date of the Call Event, (y) with respect to any shares acquired pursuant to the exercise of options to purchase Capital Stock acquired after the Call Event, nine months from the date of exercise of the last option to have been so exercised and (z) in any other case, 30 days from the occurrence of the Call Event; provided, that if the Company fails to give a notice specified in Section 2.1, and the Call Period would otherwise expire less than 30 days following the date on which the Call Right Optionees have actual knowledge of the occurrence of the relevant Call Event, then the Call Period shall be extended until the 30th day following the first day on which the Call Right Optionees have actual knowledge of the occurrence of such Call Event; provided, further, that in no event shall any Call Right Optionees purchase any shares of Capital Stock on or prior to the expiration of six months following the date such shares were first acquired by the Management Investor if the Call Period would otherwise expire less than 30 days after the expiration of such six-month period, in which case the Call Period shall be extended until the 60th day following the expiration of such six-month period.

(b) The consideration to be paid per Available Share shall be equal to the Fair Market Value of the Common Stock as of the expiration of the Call Period.

(c) Any Call Right Optionee who desires to exercise the Call Option shall deliver a written notice (a "Call Right Election Notice") on or before the Call Right Election Deadline to the applicable Management Investor and the Company, specifying (i) the number of Available Shares the Call Right Optionee elects to acquire, (ii) whether the Call Right Optionee would like to purchase additional Available Shares to the extent the full pro rata allotment is not purchased by all Call Right Optionees, and (iii) whether the election is unconditional or conditioned on the Common Stock having a Fair Market Value of no more

than a specified dollar amount. All elections made in a Call Right Election Notice shall be deemed irrevocable, subject to any conditions specified thereon. Within five calendar days after the Call Right Election Deadline, the Company shall send written notice to each Call Right Optionee who timely submitted a Call Right Election Notice, specifying which Call Right Optionees have elected to purchase Available Shares, whether any Call Right Optionee provided notice of a Pre-Emptive Purchase, and the amounts allocated to each Call Right Optionee, based on such elections and any such Pre-Emptive Purchase. Thereafter, the electing Call Right Optionees and each Call Right Optionee who has given notice of a Pre-Emptive Purchase shall have 15 calendar days to deliver to the Company payment for the Available Shares it has elected to purchase (to be held in trust and promptly remitted to the Management Investor (and its applicable Permitted Transferees) whose Available Shares are acquired at the closing described in Section 2.3), and the Company shall deliver (or cause to be delivered) to each electing Call Right Optionees against such payment, stock certificates representing the Available Shares acquired by such Call Right Optionee (which, for avoidance of doubt, shall be held by the acquiring Call Right Optionee subject to the terms of this Agreement otherwise applicable to such Call Right Optionee). To the extent that not all Available Shares are acquired, the Company shall promptly deliver (or cause to be delivered) to the Management Investor who experienced the Call Event (and its applicable Permitted Transferees) stock certificates representing the Available Shares not acquired, it being understood that to the extent only a portion of the Available Shares are acquired, they will be allocated pro rata among the Available Shares held by the Management Investor in question and its applicable Permitted Transferees, unless otherwise agreed by such Management Investor and such Permitted Transferees.

Section 2.3 Obligation to Purchase and Sell; Closing. Any Call Right Optionee who timely delivers a Call Right Election Notice or provides written notice of a Pre-Emptive Purchase pursuant to the terms of this Article II shall be obligated to purchase, and the relevant Management Investor (and its applicable Permitted Transferees) shall be obligated to sell, the Available Shares elected to be so purchased at the price per share equal to the Fair Market Value (or at such greater value as is agreed in a Pre-Emptive Purchase). The closing of all purchases and sales of Capital Stock pursuant to this Article II shall be held at 11:00 a.m., local time, at the principal executive offices of the Company, no later than the fifth business day after final determination of the Fair Market Value of the Available Shares in accordance with Section 2.4.

Section 2.4 Fair Market Value. For purposes of this Article II, the "Fair Market Value" of each share of Capital Stock shall mean the fair market value of such share as of the time of the Call Event, as determined by mutual agreement of the Management Investor who experienced the Call Event and the Call Right Optionees who timely submit a Call Right Election Notice holding a majority of the shares of Capital Stock then held by such Call Right Optionees; provided, however, that such determination (and any determination of any independent investment banking firm or valuation firm selected pursuant to the following sentence) shall not discount the value of such shares because of (i) any minority equity discount, (ii) the fact that such Available Shares are and will be subject to the restrictions set forth in this Agreement or (iii) the lack of a public market or other alternatives for liquidity with respect to such Available Shares. If no such mutual agreement as to Fair Market Value is reached by the Call Right Election Deadline, the Company shall engage a nationally recognized, independent investment banking firm or valuation

expert mutually acceptable to the Management Investor who has experienced the Call Event and the Call Right Optionees to determine the Fair Market Value of the Available Shares. The determination of such firm or appraiser shall be final and binding upon the Management Investor who experienced the Call Event and the Call Right Optionees, and shall not be subject to appeal or arbitration. The costs and expenses incurred in connection with the determination made by the investment banking firm or independent appraiser shall be borne by the Company.

Section 2.5 Termination of Call Rights. The provisions of this Article II shall expire upon the occurrence of a Public Offering Event or any GEI Distribution.

ARTICLE III.

TAG-ALONG RIGHTS

Section 3.1 Right to Participate in Sale. Subject to the provisions hereof, if any GEI Party or any GEI Transferee desires to Transfer for value any shares of Common Stock (each such proposed Transfer being referred to herein as a "Tag-Along Sale"), then the GEI Party or applicable GEI Transferee shall afford each Management Investor (and its Permitted Transferees) the opportunity (but not the obligation) to participate proportionately in such Tag-Along Sale in accordance with this Article III. The number of shares of Common Stock (the "Tag-Along Allotment"), that each Management Investor will be entitled to elect to include in such Tag-Along Sale shall be determined by multiplying (a) the number of shares of Common Stock held by such Management Investor (or their respective Permitted Transferees) as of the close of business on the day immediately prior to the Tag-Along Notice Date by (b) a fraction, the numerator of which shall equal the number of shares of Common Stock proposed by the GEI Parties and/or GEI Transferees participating in the Tag Along Sale to be sold or otherwise disposed of pursuant to the Tag-Along Sale and the denominator of which shall equal the total number of shares of Common Stock that are beneficially owned by the GEI Parties and any GEI Transferees participating in the Tag Along Sale as of the close of business on the day immediately prior to the Tag-Along Notice Date.

Section 3.2 Sale Notice. GEI shall provide each Management Investor with written notice (the "Tag-Along Sale Notice") not more than sixty (60) nor less than twenty (20) days prior to the proposed date of the Tag-Along Sale (the "Tag-Along Sale Date"). Each Tag-Along Sale Notice shall set forth: (i) the number of shares proposed to be transferred or sold by the GEI Parties and any GEI Transferee participating in such Tag-Along Sale; (ii) the proposed amount and form of consideration to be paid for such shares and the terms and conditions of payment offered by each proposed purchaser; (iii) the aggregate number of shares of Common Stock held of record by the GEI Parties or any GEI Transferees participating in the Tag-Along Sale as of the close of business on the day immediately preceding the date of the Tag-Along Notice (the "Tag-Along Notice Date"); (iv) such Management Investor's (and its applicable Permitted Transferees') Tag-Along Allotment assuming such Management Investor (and its applicable Permitted Transferees) elected to sell the maximum number of shares of Common Stock as possible; (v) notice information for GEI for purposes of sending any Tag-Along Notice; (vi) confirmation that the proposed purchaser or transferee has been informed of the "Tag-Along Rights" provided for in this Article III and has agreed to purchase the Common Stock in accordance with the terms hereof and (vii) the Tag-Along Sale Date.

Section 3.3 Tag-Along Notice.

(a) If a Management Investor (and its Permitted Transferees) wishes to participate in the Tag-Along Sale, such Management Investor (and its Permitted Transferees) shall provide written notice (the "Tag-Along Notice") to GEI within ten (10) days following the receipt of the Tag-Along Sale Notice. The Tag-Along Notice shall set forth the number of shares of Common Stock that such holder elects to include in the Tag-Along Sale, which shall not exceed such Management Investor's (and its applicable Permitted Transferees') Tag-Along Allotment. During such ten (10) day period, the Company shall provide the Management Investor (and its applicable Permitted Transferees) with such financial data and information relating to the Company as the Management Investor (and its applicable Permitted Transferees) shall reasonably request; provided, however, that any such Management Investor (and its applicable Permitted Transferees) shall agree to hold in confidence and trust all confidential or proprietary information so provided; and, provided, further, that the Company may withhold any such financial data and information as may be reasonably necessary (in the Company's sole discretion) to preserve the attorney-client privilege between the Company and its counsel or to protect confidential proprietary information. The Tag-Along Notice given by each Management Investor (and its applicable Permitted Transferees) shall constitute such Management Investor's (and its applicable Permitted Transferees') binding agreement to sell the Common Stock specified in such Tag-Along Notice on the terms and conditions applicable to the Tag-Along Sale, subject to the provisions of Section 3.4; provided, however, that in the event that there is any material change in the terms and conditions of such Tag-Along Sale applicable to any Management Investor (and its applicable Permitted Transferees) after delivery of a Tag-Along Notice or in the event that the GEI Parties change the number of shares which they intend to Transfer in the Tag-Along Sale, then, each Management Investor (and its applicable Permitted Transferees) shall be promptly provided reasonable prior written notice describing such changes, and notwithstanding anything herein to the contrary, such Management Investor (and its applicable Permitted Transferees) shall have the right in its discretion to withdraw from (or adjust its level of) participation in the Tag-Along Sale accordingly.

(b) If a Tag-Along Notice is not received by GEI from a Management Investor (and any of its applicable Permitted Transferees) within the 10-day period specified above (or if there has been a change as described in the proviso in the preceding subparagraph and within five (5) days after receiving the notice required in such proviso a Management Investor (and any of its applicable Permitted Transferees) has provided notice of its desire to withdraw from the Tag-Along Sale), the GEI Parties shall have the right to sell or otherwise transfer the number of shares specified in the Tag-Along Notice to the proposed purchaser or transferee without any participation by such Management Investor, but only on the terms and conditions which are no more favorable in any material respect to the GEI Parties than as stated in the Tag-Along Notice (after giving effect to any changes described in the proviso in the preceding subparagraph) and only if such Tag-Along Sale is completed within sixty (60) business days of the Tag-Along Sale Date. If such Tag-Along Sale does not occur within such sixty business day period, the Common Stock that was to be subject to such Tag-Along Sale thereafter shall continue to be subject to all of the provisions of this Article III.

Section 3.4 Terms of Tag-Along Sale; Cooperation. Any sale of Common Stock by a Management Investor (and its applicable Permitted Transferees) as a result of the "Tag-Along Rights" provided under this Article III shall be on the same terms and conditions as the proposed Tag-Along Sale by the GEI Parties and any GEI Transferee proposing to participate in such Tag-Along Sale. It is acknowledged that each Management Investor (and its applicable Permitted Transferees) participating in such Tag-Along Sale will be entitled to receive the same amount and form of consideration for each of its shares of Common Stock as is received by the GEI Parties or any GEI Transferee proposing to participate in such Tag-Along Sale, unless any GEI Party or any GEI Transferee proposing to participate in such Tag-Along Sale, is given an option as to the form and amount of consideration to be received in connection with such Tag-Along Sale, in which case each Management Investor (and its applicable Permitted Transferees) will be given the same such option. Each Management Investor (and its applicable Permitted Transferees) participating in any Tag-Along Sale shall cooperate in good faith with the GEI Parties and the Company in connection with the consummation of such Tag-Along Sale, including, without limitation, by executing a document containing customary representations, warranties, indemnities and agreements as requested by the purchaser in connection with such Tag-Along Sale, which shall be in substantially the same form that is executed by the GEI Parties (and any GEI Transferee) in connection with such Tag-Along Sale; provided, however, that no Management Investor (or its Permitted Transferees) participating in such Tag-Along Sale shall be required to make any representations or warranties other than representations as to its due authorization, due execution, enforceability, lack of conflicts, title to shares of Common Stock being sold in the Tag-Along Sale and investment qualifications (to the extent securities are being issued in exchange for the Common Stock); provided, further, that, to the extent any indemnification is required of the GEI Parties and any Management Investor (or its participating Permitted Transferees) in connection with any Tag-Along Sale, the Management Investors (or its participating Permitted Transferees) shall receive the same or better terms as the GEI Parties (and any GEI Transferee) and in all cases, the liability for any indemnity obligations of any Management Investor (or its participating Permitted Transferees) under such document shall be several and not joint and several and, with respect to representations and warranties, shall not exceed the aggregate cash value of the consideration received by such Management Investor (or its participating Permitted Transferees) in connection with such transaction except with respect to claims related to (a) fraud or willful breach by such Management Investor (or its participating Permitted Transferees) and (b) a breach of any representation or warranty of a Management Investor (or its participating Permitted Transferees) relating to due authorization, due execution, enforceability, lack of conflicts, title to shares of Capital Stock and investment qualifications (but solely to the extent the GEI Parties and each GEI Transferee (i) make substantially the same representations and warranties, (ii) are required to provide substantially the same indemnification for the same matters, and (iii) are subject to substantially the same exceptions from otherwise applicable limitations on liabilities).

Section 3.5 Authority to Record Transfer/Delivery of Certificates. Each Management Investor participating in a Tag-Along Sale (a) authorizes the Company (or the Company's transfer agent, if any) to record in the Company's books and records the transfer of any shares of such Management Investor's Common Stock included in such Tag-Along Sale from the Management Investor to the purchaser in the Tag-Along Sale and (b) shall deliver all certificates, if any, which represent shares of Common Stock owned by such Management Investor included in such Tag-Along Sale, duly endorsed for transfer with signatures guaranteed,

to the purchaser in the Tag-Along Sale, in the manner and at the address indicated in the Tag-Along Notice, in each case against delivery of the purchase price for such shares.

Section 3.6 Exempt Transfers. The provisions of this Article III shall not apply to (a) any sale of Capital Stock by a GEI Party or a GEI Transferee in a bona fide underwritten offering of Capital Stock pursuant to an effective registration statement under the Act or, if the Common Stock is listed or traded on The New York Stock Exchange, NYSE AMEX or the Nasdaq Global Market, any bona fide public distribution of Capital Stock by a GEI Party or a GEI Transferee pursuant to Rule 144 thereunder; (b) any bona fide pledge by a GEI Party or a GEI Transferee of Capital Stock to a commercial bank, savings and loan institution or any other similar lending institution as security for any indebtedness to such lender or any sale upon foreclosure of any such pledge; (c) any Transfer of Capital Stock by a GEI Party or a GEI Transferee to any other Person controlled directly or indirectly by Leonard Green & Partners, L.P. or any of its Affiliates (such party, a "GEI Affiliate"); provided, that such Transfer otherwise complies with the provisions of Section 1.1(b) and 1.3 hereof; (d) any redemption or exchange by the Company of the Preferred Stock in accordance with its terms; or (e) any GEI Distribution (as defined in Section 8.1).

Section 3.7 Termination of Tag-Along Rights. The provisions of this Article III shall expire upon the occurrence of a Public Offering Event or any GEI Distribution.

ARTICLE IV.

DRAG-ALONG SALES

Section 4.1 Right to Require Sale. Notwithstanding any other provision of this Agreement, if any GEI Party (a) desires or proposes to sell to any third Person(s) who are not GEI Affiliates (a "Third Party") (i) 100% of the shares of Common Stock held by the GEI Parties; or (ii) 50% or more of the total outstanding shares of Common Stock; or (b) to effect a business combination of the Company with such Third Party or the purchase or other acquisition of all or substantially all the assets of the Company by such Third Party, (any of the transactions described in clauses (a) and (b), an "Acquisition Proposal"), then, upon the demand of GEI and subject to the GEI Parties' participation in such Acquisition Proposal on substantially the same terms and conditions as those applicable to the Non-GEI Holders, each Non-GEI Holder shall be required, as the case may be (x) to sell to such Third Party a number of shares of Common Stock (excluding any For Value Shares that were not acquired subject to this Agreement) equal to the number of shares specified in the applicable Drag-Along Notice (as defined below) (it being expressly agreed and understood that in connection with any Acquisition Proposal for less than 100% of the total outstanding shares of Common Stock, as applicable, each Non-GEI Holder shall be required to sell that percentage of its shares of Common Stock equal to the percentage of shares of Common Stock then held by the GEI Parties that are being sold by the GEI Parties in connection with such Acquisition Proposal), for the same consideration and on substantially the same terms and conditions as the GEI Parties have agreed to with such Third Party; provided, that in the event the GEI Parties are Transferring shares of Preferred Stock in such Acquisition Proposal, in no event shall the GEI Parties receive consideration for such shares of Preferred Stock that is in excess of the then liquidation preference (plus accrued and unpaid dividends and any applicable redemption premium), (y) to vote all of the Common Stock beneficially owned by

such Non-GEI Holder in favor of such Acquisition Proposal and (z) take all other actions within such Non-GEI Holder's reasonable control (including, without limitation, by attending stockholder meetings in person or by proxy for the purpose of obtaining a quorum, executing written consents in lieu of meetings and refraining from exercising appraisal rights with respect to any such Acquisition Proposal), to cause the approval of such Acquisition Proposal.

Section 4.2 Drag-Along Notice. Prior to consummating any transaction pursuant to an Acquisition Proposal (a "Drag-Along Sale"), if GEI elects to exercise the option described in this Article IV, GEI shall provide each Non-GEI Holder with written notice (the "Drag-Along Notice") not more than sixty (60) nor less than twenty (20) days prior to the proposed closing date for the Drag-Along Sale (the "Drag-Along Sale Date"). The Drag-Along Notice shall be accompanied by a copy of any written agreement relating to the Acquisition Proposal and shall set forth, as applicable: (i) the proposed amount and form of consideration to be paid per share of Common Stock and/or Preferred Stock and the terms and conditions of payment offered by the Third Party; (ii) the aggregate number of shares of Common Stock and/or Preferred Stock held by the GEI Parties as of the close of business on the day prior to the date of the Drag-Along Notice, and the number(s) of shares proposed to be sold in the Drag-Along Sale; (iii) the Drag-Along Sale Date and (iv) confirmation that the Third Party has agreed to purchase the Non-GEI Holders' Common Stock in accordance with the terms hereof.

Section 4.3 Authority to Record Transfer/Delivery of Certificates. Upon the closing of a Drag-Along Sale, each Non-GEI Holder, if a participant in such Drag-Along Sale, (a) authorizes the Company (or the Company's transfer agent, if any) to record in the Company's books and records the transfer of all of such Non-GEI Holder's Capital Stock included in such Drag-Along Sale, from such Non-GEI Holder to the purchaser in the Drag-Along Sale and (b) shall deliver all certificates, if any, which represent the Common Stock owned by such Non-GEI Holder included in such Drag-Along Sale, duly endorsed for transfer with signatures guaranteed, to the purchaser in the Drag-Along Sale, in the manner and at the address indicated in the Drag-Along Notice, in each case against delivery to the Non-GEI Holder of the purchase price for such shares. In addition, each Non-GEI Holder, if a participant in the applicable Drag-Along Sale, shall take all action as GEI or the purchaser in the Drag-Along Sale shall reasonably request as necessary to vest in the purchaser in the Drag-Along Sale all Common Stock owned by such Non-GEI Holder included in such Drag-Along Sale, whether in certificated or uncertificated form, free and clear of all liens, charges and encumbrances of any kind. For purposes of this Agreement, "Marketable Securities" means any securities that are freely tradeable by the holder thereof on one or more established public markets, including, but not limited to, any securities (a) which are listed or traded on a United States national securities exchange or the NASDAQ Stock Market or (b) quoted on an established quotation system within or outside the United States that supports sufficient trading activity and volume to allow for the orderly disposition of such securities by the holders thereof.

Section 4.4 Consideration. It is acknowledged that each Non-GEI Holder will be entitled to receive the same amount and form of consideration for each of its shares of Common Stock as is received by the GEI Parties in connection with such Drag-Along Sale, unless any GEI Party is given an option as to the form and amount of consideration to be received in connection with such Drag-Along Sale, in which case all Non-GEI Holders of Capital Stock will be given the same such option. Notwithstanding anything to the contrary

herein, the Non-GEI Holders shall not be required to accept as consideration, and the Drag-Along rights and obligations set forth in this Article IV shall not apply, to any Drag-Along Sale in which the consideration consists of anything other than cash or Marketable Securities.

Section 4.5 Cooperation. The Non-GEI Holders shall cooperate in good faith with the GEI Parties in connection with the consummation of the Drag-Along Sale, including, without limitation, by executing a document containing customary representations, warranties, indemnities and agreements as requested by any Third Party in connection with the Drag-Along Sale; provided, however, that no Non-GEI Holder shall be required to make any representations and warranties other than representations as to its, his or her due authorization, due execution, enforceability, lack of conflicts, title to its shares of Common Stock included in such Drag-Along Sale and investment qualifications (to the extent securities are issued as consideration in the Drag-Along Sale); and provided, further, that, to the extent any indemnification is required of the GEI Parties and any Non-GEI Holder in connection with any Drag-Along Sale, the Non-GEI Holders shall receive the same or better terms as the GEI Parties, and in all cases the liability for any indemnity obligations of any Non-GEI Holder under such document shall be several and not joint and several and, with respect to liabilities for breaches of representations and warranties, shall not exceed the aggregate value of the consideration received by such Non-GEI Holder in connection with such Drag-Along Sale, except with respect to claims related to (a) fraud or willful breach by such Non-GEI Holder and (b) a breach of any representation or warranty relating to due authorization, due execution, enforceability, lack of conflicts, title to its, his or her shares of Capital Stock and investment qualifications (but solely to the extent the GEI Parties and each GEI Transferee participating in the Drag-Along Sale (i) make substantially the same representations and warranties, (ii) are required to provide substantially the same indemnification for the same matters, and (iii) are subject to substantially the same exceptions from otherwise applicable limitations on liabilities).

Section 4.6 Termination of Drag-Along Rights. The provisions of this Article IV shall expire at the end of the Lock Up Period or upon any GEI Distribution.

ARTICLE V.

REGISTRATION RIGHTS

Section 5.1 Definitions. For purposes of this Agreement:

(a) "Commission" means the United States Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

(b) "Company Securities" means Other Securities sought to be included in a registration for the Company's account.

(c) "Exchange Act" means the Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated by the Commission thereunder.

(d) "GEI Transferee" means any Person to whom GEI transfers Registrable Securities (in compliance with the applicable terms and conditions of this Agreement).

(e) "Holders" means the GEI Parties, the GEI Transferees, the Management Investors (and their Permitted Transferees, if any) and the Management Transferees.

(f) "Management Transferee" means any Person to whom a Management Investor has transferred Registrable Securities (in compliance with the applicable terms and conditions of this Agreement) together with the right to participate in the exercise of Management Investor Demands pursuant to Section 5.2 and/or to participate in registrations affected by the Company pursuant to Section 5.3.

(g) "Other Securities" means securities of the Company sought to be included in a registration other than Registrable Securities.

(h) "Public Offering Event" means the consummation of the first public offering of Common Stock of the Company (or any successor thereto); provided that for the purposes of Article V, such offering must result in net proceeds to the Company of at least $100,000,000.

(i) "Registrable Securities" means the shares of Common Stock from time to time held by the Holders, including shares issued upon exercise of options, warrants or other securities exercisable or exchangeable for or convertible into Common Stock.

(j) "Registration Expenses" means any and all expenses incurred in connection with or incident to performance of or compliance with any registered public offering which includes Registrable Securities pursuant to this Article IV, including, without limitation, (i) the fees, disbursements and expenses of the Company's counsel and accountants; (ii) all expenses, including filing fees, in connection with the preparation, printing and filing of the registration statement, any preliminary prospectus or final prospectus, any other offering document and amendments and supplements thereto and the mailing and delivering of copies thereof to any underwriters and dealers; (iii) the cost of printing or producing any underwriting agreements and blue sky or legal investment memoranda and any other documents in connection with the offering, sale or delivery of the securities to be disposed of; (iv) all expenses in connection with the qualification of the securities to be disposed of for the offering and sale thereof under state securities laws, including the fees and disbursements of counsel for the underwriters and the Selling Holders in connection with such qualification and in connection with any blue sky and legal investment surveys; (v) the filing fees incident to securing any required review by the Financial Industry Regulatory Authority ("FINRA") or other applicable governmental or regulatory authorities of the terms of the sale of the securities to be disposed of; (vi) transfer agents' and registrars' fees and expenses and the fees and expenses of any other agent or trustee appointed in connection with such offering; (vii) all security engraving and security printing expenses; (viii) all fees and expenses payable in connection with the listing of the securities on any securities exchange or automated interdealer quotation system or the rating of such securities; (ix) all expenses with respect to road shows that the Company is obligated to pay pursuant to Section 5.7(p); (x) the reasonable fees and expenses of one counsel for GEI and the other Holders, as the case may be, incurred in connection with any registration hereunder, such counsel to be selected by GEI (or, if GEI is not a Selling Holder, by the two Selling Holders who have requested the largest number of Registrable Securities to be

included in the registration; provided, that selection of such counsel shall be reasonably satisfactory to the Company) and (xi) any other fees and disbursements of investment bankers, accountants, underwriters or other professionals customarily paid by the sellers of securities, but excluding underwriting discounts and commissions and transfer taxes, if any (which underwriting discounts and commissions and transfer taxes shall be borne by each participant in a particular offering and, if selling securities in such offering, the Company, pro rata in accordance with the total amount of securities sold in such offering by each such Person in accordance with Section 5.6(b)).

(k) "Selling Holders" means, with respect to any registration statement, any Holder whose Registrable Securities are included therein.

(l) "Shelf Underwritten Offering" means an underwritten offering of Registrable Securities by a Holder pursuant to a take-down from a Shelf Registration Statement in accordance with Section 5.4(e).

Section 5.2 GEI and Initial Management Investors Demand Rights.

(a) Subject to the terms and conditions of this Agreement, upon written notice by a GEI Party (a "Demand") at any time requesting that the Company effect the registration (a "Demand Registration") under the Securities Act of any or all of the Registrable Securities held by a GEI Party, which Demand shall specify the number of such Registrable Securities to be registered and the intended method or methods of disposition of such Registrable Securities, the Company shall use its commercially reasonable best efforts to effect the registration of such Registrable Securities under the Securities Act and applicable state securities laws, and to keep such registration effective for so long as is necessary to permit the disposition of such Registrable Securities, in accordance with the intended method or methods of disposition stated in such Demand. There shall be no limit to the number of occasions on which the GEI Parties may make Demands, including with respect to requests for the filing of a Shelf Registration Statement and for the Company to effect a Public Offering Event. In connection with the sale or transfer of the beneficial ownership of Registrable Securities to a GEI Transferee, a GEI Party may assign (subject to such limitations or qualifications as GEI may determine) (x) the right to exercise any number of Demands pursuant to this Section 5.2(a), and (y) the right to participate in any registration pursuant to the terms of Section 5.3 with respect to the Registrable Securities so transferred. In the event of any such assignment, references to a GEI Party in this Section 5.2(a) and in Section 5.4(a) shall be deemed to refer to the GEI Transferee, as appropriate. The GEI Party shall give prompt written notice of any such assignment to the Company. Upon receipt of a Demand, the Company shall promptly give written notice of such Demand to each Management Investor who shall have piggyback registration rights with respect to such Demand, and the Company shall use its best efforts to effect the registration under the Securities Act and applicable state securities laws of:

(i) the Registrable Securities which the Company has been so requested to register by the GEI Parties; and

(ii) all other Registrable Securities which the Company has been requested to register by the Holders thereof by written request given to the Company within thirty (30) days after the giving of such written notice by the Company (which request shall specify the intended method of disposition of such Registrable Securities),

in each case, to the extent required to permit the disposition (in accordance with such intended methods of disposition) of the Registrable Securities to be so registered.

(b) Commencing on the earliest of (i) the date on which the Company and the Management Investors are released from any underwriter's "lockup" agreement entered into in connection with a Public Offering Event; (ii) six (6) months after a Public Offering Event, subject to the terms and conditions of this Agreement, and (iii) the seventh anniversary of the Effective Time upon written notice delivered by the Initial Management Investors who, together with their Permitted Transferees, then hold a majority of the Registrable Securities then held by the Initial Management Investors and their Permitted Transferees (a "Management Investor Demand") requesting that the Company effect the registration (a "Management Investor Demand Registration") under the Securities Act of any or all of the Registrable Securities held by the Initial Management Investors and their respective Permitted Transferees, which Management Investor Demand shall specify the number and type of such Registrable Securities to be registered and the intended method or methods of disposition of such Registrable Securities, the Company shall promptly give written notice of such Management Investor Demand to all Persons, including, without limitation, each GEI Party and GEI Transferee who shall have piggyback registration rights with respect to such Management Investor Demand Registration, and shall use its best efforts to effect the registration under the Securities Act and applicable state securities laws of such Registrable Securities, and to keep such registration effective for so long as is necessary to permit, the disposition in accordance with the intended method or methods of disposition stated in such Demand, of:

(i) the Registrable Securities which the Company has been so requested to register by such Persons in the Management Investor Demand; and

(ii) all other Registrable Securities which the Company has been requested to register by the Holders thereof by written request given to the Company within thirty (30) days after the giving of such written notice by the Company (which request shall specify the intended method of disposition of such Registrable Securities),

in each case, to the extent required to permit the disposition (in accordance with such intended methods of disposition) of the Registrable Securities to be so registered.

The Initial Management Investors may make not more than two (2) Management Investor Demands in the aggregate (plus one (1) additional Management Investor Demand, to the extent there has not been a Public Offering Event prior to the seventh anniversary of the Effective Time); provided, that not more than one (1) Management Investor Demand may be made in any six (6) month period. In connection with the Transfer of Registrable Securities to a Management

Transferee, an Initial Management Investor may assign (subject to such limitations or qualifications as are set forth in this Agreement) (x) the right to participate in the exercise of the Management Investor Demand rights pursuant to this Section 5.2(b) and (y) the right to participate in any registration pursuant to the terms of Section 5.3. In the event of any such assignment, references to an Initial Management Investor in this Section 5.2(b) and in Section 5.4(a) shall be deemed to refer to the Management Transferee, as appropriate. The Initial Management Investors shall give prompt written notice of any such assignment to the Company and the GEI Parties.

(c) Company Blackout Rights. With respect to any registration statement filed, or to be filed, pursuant to this Section 5.2, if (a) the Company determines in good faith that the filing or effectiveness of such registration would require the Company to disclose material non-public information which disclosure (x) would be required so that such registration statement would not be materially misleading, (y) would not be required to be made at such time but for the filing or effectiveness of such registration statement and (z) would be materially detrimental to the Company or would materially interfere with any material financing, acquisition, corporate reorganization or merger involving the Company and any of its subsidiaries, and in light of such potential disclosure or interference, it is in the best interests of the Company to defer the filing or effectiveness of such registration statement at such time, and (b) the Company promptly furnishes to each Selling Holder a certificate signed by the chief executive officer of the Company to that effect, then the Company shall have the right to defer such filing or effectiveness for the period necessary, as determined by the Board of Directors of the Company in good faith; provided, that such deferral, together with any other deferral or suspension of the Company's obligations under Section 5.2 or Section 5.4, shall not be for a period of more than ninety (90) days, in the aggregate, for all such deferrals or suspensions over any twelve-month period. The Company shall promptly notify the Selling Holders of the expiration of any period during which it exercised its rights under this Section 5.2(c). The Company agrees that, in the event it exercises its rights under this Section 5.2(c), it shall, as promptly as practicable following the expiration of the applicable deferral period, file or update and use its best efforts to cause the effectiveness of, as applicable, the applicable deferred registration statement.

(d) Fulfillment of Registration Obligations. Notwithstanding any other provision of this Agreement, a registration requested pursuant to this Section 5.2 shall not be deemed to have been effected (i) unless it has become effective, (ii) if after it has become effective such registration is interfered with by any stop order, injunction or other order or requirement of the Commission or other governmental agency or court for any reason other than (x) in the case of a Demand Registration, as a result of a misrepresentation or an omission by a GEI Party or a GEI Transferee or another reason attributable to a GEI Party or a GEI Transferee or (y) in the case of a Management Investor Demand Registration, as a result of a misrepresentation or an omission by a Management Investor or a Management Transferee or another reason attributable to a Management Investor or a Management Transferee, the Registrable Securities requested to be registered cannot legally be distributed pursuant to the applicable registration statement; provided, that if such registration is a shelf registration pursuant to Section 5.4, such registration shall be deemed to have been effected if such registration statement remains effective for the period specified in Section 5.4, (iii) if not a

shelf registration and the registration does not contemplate an underwritten offering, if such registration does not remain effective for at least one hundred eighty (180) days (or such shorter period as will terminate when all securities covered by such registration statement have been sold or withdrawn); (iv) or if not a shelf registration and such registration statement contemplates an underwritten offering, if it does not remain effective for at least one hundred eighty (180) days plus such longer period as, in the opinion of counsel for the underwriter or underwriters, a prospectus is required by law to be delivered in connection with the sale of Registrable Securities by an underwriter or dealer; or (v) in the event of an underwritten offering, if the conditions to closing specified in the purchase agreement or underwriting agreement entered into in connection with such registration are not satisfied or waived, other than by reasons primarily attributable (x) in the case of a Demand Registration, to a GEI Party or a GEI Transferee or (y) in the case of a Management Investor Demand Registration, to a Management Investor or a Management Transferee.

(e) Other Limitations. The Company shall have no obligation to effect a Demand Registration or a Management Investor Demand Registration (i) if a Shelf Registration Statement is then effective covering the Registrable Securities that are the subject of the applicable Demand or Management Investor Demand or (ii) if the Company gives notice to the Holders that it proposes to register Capital Stock for its own account during the period (x) commencing on the date the Company gives such notice to the Holders (which date may not be more than sixty (60) days prior to the date on which the Company reasonable anticipates that the applicable registration statement filed by the Company will be declared effective by the Commission) and (y) ending on the earlier to occur of (1) one hundred eighty (180) days after the applicable registration statement filed by the Company is declared effective by the Commission and (2) the date on which the Company is released from any underwriter's "lockup" agreement entered into in connection with such sale of Capital Stock for the Company's own account.

Section 5.3 Piggyback Registration Rights.

(a) In the event that the Company at any time proposes or is required to register any of its Capital Stock or any other securities under the Securities Act (including pursuant to Section 5.2 hereof, and other than in connection with a Public Offering Event), whether or not for sale for its own account, in a manner and in a form that would permit registration of Registrable Securities for sale for cash to the public under the Securities Act, subject to the last sentence of this Section 5.3(a), it shall at each such time give prompt written notice (the "Piggyback Notice") to each Holder of its intention to do so. Upon the written request of any Holder made within fifteen (15) business days after receipt of the Piggyback Notice by such Holder (which request shall specify the number of Registrable Securities intended to be disposed of), subject to the other provisions of this Article V, the Company shall effect, in connection with the registration of such Capital Stock or other securities, the registration under the Securities Act of all Registrable Securities (of the same class of Capital Stock as is proposed to be registered) which the Company has been so requested to register. Notwithstanding anything to the contrary contained in this Section 5.3, the Company shall not be required to effect any registration of Registrable Securities under this Section 5.3 incidental to the registration of any of its securities on Forms S-4 or S-8 (or any similar or successor form providing for the registration of securities in connection with mergers, acquisitions,

exchange offers, subscription offers, dividend reinvestment plans or stock option or other executive or employee benefit or compensation plans) or any other form that would not be available for registration of Registrable Securities.

(b) Determination Not to Effect Registration. If at any time after giving such Piggyback Notice and prior to the effective date of the registration statement filed in connection with such registration the Company shall determine for any reason (including the withdrawal by any Holder exercising a Demand or a Management Investor Demand) not to register the securities originally intended to be included in such registration, the Company may, at its election, give written notice of such determination to the Selling Holders and thereupon the Company shall be relieved of its obligation to register such Registrable Securities in connection with the registration of securities originally intended to be included in such registration, without prejudice, however, to any rights to request that such registration be effected as a registration under Section 5.2 (including a shelf registration under Section 5.4) to the extent permitted thereunder.

(c) Cutbacks in Company Offering. If the registration referred to in the first sentence of Section 5.3(a) is to be an underwritten registration on behalf of the Company, and the lead underwriter or managing underwriter advises the Company in writing (with a copy to each Person participating in such registration) that, in such firm's good faith view, the number of Other Securities and Registrable Securities requested to be included in such registration exceeds the number which can be sold in such offering without being likely to have a significant adverse effect upon the price, timing or distribution of the offering and sale of the Other Securities and Registrable Securities then contemplated, the Company shall include in such registration:

(i) first, all Company Securities;

(ii) second, all Registrable Securities that are requested to be included in such registration pursuant to this Section 5.3 that can be sold without having the adverse effects on the proposed offering referred to above, pro rata on the basis of the relative number of such Registrable Securities owned by the respective Holders requesting to register their Registrable Securities in such registration; and

(iii)th ird, Other Securities which are required to be registered pursuant to the terms of any other registration rights agreement to which the Company is a party that can be sold without having the adverse effects on the proposed offering referred to above, pro rata on the basis of the relative number of such Other Securities owned by the respective holders thereof requesting to register Other Securities included in such registration.

(d) Cutbacks in Other Offerings. If the registration referred to in the first sentence of Section 5.3(a) is to be an underwritten registration other than on behalf of the Company, or in the case of a Demand Registration or a Management Investor Demand Registration, and the lead underwriter or managing underwriter advises the Persons participating in such registration (with a copy to the Company) that, in such firm's good faith

view, the number of Registrable Securities and Other Securities requested to be included in such registration exceeds the number which can be sold in such offering without being likely to have a significant adverse effect upon the price, timing or distribution of the offering and sale of the Registrable Securities and Other Securities then contemplated, the Company shall include in such registration:

(i) first, all Registrable Securities that are requested to be included in such registration pursuant to Section 5.2 or Section 5.3, pro rata on the basis of the relative number of such Registrable Securities owned by the respective Selling Holders requesting to register Registrable Securities in such registration; and

(ii) second, Other Securities (including Company Securities) that are requested to be included in such registration pursuant to this Section 5.3 and the terms of any other registration rights agreement to which the Company is a party that can be sold without having the adverse effects on the proposed offering referred to above, pro rata on the basis of the relative number of such Other Securities owned by the respective holders thereof requesting to register Other Securities in such registration.

(e) Expiration. Notwithstanding any other provision of this Agreement, the right of any Holder to participate in a registration pursuant to this Section 5.3 shall expire at such time as all Registrable Securities held by such Holder are eligible to be sold to the public pursuant to Rule 144 without limitation as a result of the volume restrictions set forth therein.

Section 5.4 Shelf Registration.

(a) General; Duration. The GEI Parties and the Initial Management Investors who (together with their Permitted Transferees) then hold a majority of the shares of Common Stock then collectively held by the Initial Management Investors and their Permitted Transferees shall have the right at any time, and from time to time, to request, in connection with the delivery of a Demand or a Management Investor Demand in accordance with Section 5.2, that the Company prepare and file with the Commission a "shelf" registration statement (the "Shelf Registration Statement") on the appropriate form for an offering to be made, covering the Registrable Securities requested to be included therein, on a continuous or delayed basis pursuant to Rule 415 under the Securities Act (or any successor rule or similar provision then in effect) in the manner or manners designated by the GEI Party or the Initial Management Investors (including, without limitation, one or more underwritten offerings). Subject to Section 5.7(b), the Company shall use its best efforts to file and have the Shelf Registration Statement declared effective by the Commission as soon as practicable and to keep such Shelf Registration Statement continuously effective and free of material misstatements or omissions (including the preparation and filing of any amendments and supplements necessary for that purpose) until the date on which the GEI Party or the Initial Management Investors (as applicable) and all other Holders whose Registrable Securities are registered thereunder have consummated the sale of all Registrable Securities registered under the Shelf Registration Statement.

(b) Company Blackout Rights.

(i) Prior to Effectiveness. With respect to any Shelf Registration Statement filed, or to be filed, pursuant to this Section 5.4, (x) if the Company determines in good faith that the filing or effectiveness of such registration would require the Company to disclose material non-public information which disclosure (i) would be required so that such registration statement would not be materially misleading, (ii) would not be required to be made at such time but for the filing or effectiveness of such registration statement and (iii) would be materially detrimental to the Company or would materially interfere with any material financing, acquisition, corporate reorganization or merger involving the Company and any of its subsidiaries and that, as a result of such potential disclosure or interference, it is in the best interests of the Company to defer the filing or effectiveness of such Shelf Registration Statement at such time, and (y) the Company promptly furnishes to the GEI Party and the Management Investors (as applicable) and any other Selling Holders participating in such registration a certificate signed by the chief executive officer of the Company to that effect, then the Company shall have the right to defer such filing or effectiveness, provided, that such deferral, together with any other deferral or suspension of its obligations under Section 5.2 or Section 5.4, shall not be effected for a period of more than ninety (90) days, in the aggregate, for all such deferrals or suspensions over any twelve-month period. The Company shall promptly notify the Selling Holders of the expiration of any period during which it exercised its rights under this Section 5.4(b)(i). The Company agrees that, in the event it exercises its rights under this Section 5.4(b)(i), it shall, as promptly

as practicable following expiration of the applicable deferral period, file or update and use its best efforts to cause the effectiveness of, as applicable, the applicable deferred Shelf Registration Statement.

(ii) Following Effectiveness. Following effectiveness of any Shelf Registration Statement pursuant to this Section 5.4, (x) if the Company determines in good faith that the availability of the Shelf Registration Statement for use would cause the Company to disclose material non-public information which disclosure (i) would be required to be made in any registration statement so that such registration statement would not be materially misleading, (ii) would not be required to be made at such time but for the continued use of such registration statement and (iii) would be materially detrimental to the Company or would materially interfere with any material financing, acquisition, corporate reorganization or merger involving the Company and any of its subsidiaries and that, as a result of such potential disclosure or interference, it is in the best interests of the Company to suspend the use of such Shelf Registration Statement at such time, and (y) the Company promptly furnishes to the GEI Party and the Management Investors (as applicable) and each other Selling Holder participating in such Shelf Registration Statement a certificate signed by the chief executive officer of the Company to that effect, then the Company shall have the right to suspend the use of such Shelf Registration Statement, provided, that such suspension, together with any other suspension or deferral of its obligations under Section 5.2 or Section 5.4, shall not be effected for a period of more than ninety (90) days, in the aggregate, for all such suspensions or deferrals over any twelve-month period. The Company agrees that, in the event it exercises its rights under this Section 5.4(b)(ii), it shall, as promptly as practicable following expiration of the applicable suspension period, update the suspended Shelf Registration Statement as may be necessary to permit the Selling Holders to resume use thereof in connection with the offer and sale of their Registrable Securities in accordance with applicable law.

(c) Supplements and Amendments. The Company agrees, if necessary, to supplement or amend the Shelf Registration Statement, as required by the rules, regulations or instructions applicable to the registration form used by the Company for such Shelf Registration Statement or by the Securities Act or as otherwise required by this Agreement, and shall use its best efforts to have such supplements and amendments declared effective, if required, as soon as practicable after filing, subject in all cases to Section 5.4(b).

(d) Fulfillment of Registration Obligations. A registration will not be deemed to have been effected pursuant to a Shelf Registration Statement unless the provisions of Section 5.4(a) are fulfilled with respect to such Shelf Registration Statement (including that such Shelf Registration Statement remains effective for the minimum period of time required by Section 5.4(a)).

(e) Shelf Underwritten Offerings. At any time that a Shelf Registration Statement is effective, if a Holder delivers a notice to the Company (a "Shelf Underwriting Notice") stating that it intends to effect a Shelf Underwritten Offering of all or part of its

Registrable Securities by utilizing the Shelf Registration Statement and stating the aggregate offering price and/or number of the Registrable Securities to be included in the Shelf Underwritten Offering, then the Company shall amend or supplement the Shelf Registration Statement as may be necessary in order to enable such Registrable Securities to be distributed pursuant to the Shelf Underwritten Offering (taking into account the inclusion of Registrable Securities and Other Securities by any Holders or holders of Other Securities pursuant to this Section 5.4(e) or the terms of any other registration rights agreement to which the Company may be a party). In connection with any Shelf Underwritten Offering:

(i) the Company shall deliver a copy of the Shelf Underwriting Notice to all Holders and permit each such Holder to include its Registrable Securities on the Shelf Registration Statement in the Shelf Underwritten Offering if such Holder seeking to so include Registrable Securities notifies the other Holders and the Company of such request, specifying the aggregate amount of Registrable Securities to be included, within five business days after receipt of the Shelf Underwriting Notice thereby; and

(ii) if the lead or managing underwriter of a proposed Shelf Underwritten Offering informs in writing the applicable Holders participating in such offering (with a copy to the Company) that, in its good faith view, the number of securities of such class requested to be included in such offering exceeds the number which can be sold in such offering without being likely to have a significant adverse effect on the price, timing or distribution of the offering and sale of the Registrable Securities and Other Securities to be sold in such offering, then (a) the number of Registrable Securities and Other Securities which will be included in the Shelf Underwritten Offering shall only be that number which, in the good faith opinion of such lead or managing underwriter, can be included without being likely to have a significant adverse effect on the price, timing or distribution of the class of securities offered or the market for the class of securities offered or the Common Stock, and (b) each Holder shall be entitled to include Registrable Securities or Other Securities in the Shelf Underwritten Offering in the manner and priority set forth in Section 5.3(d) with respect to allocations in a requested registration.

Section 5.5 Selection of Underwriters. In the event that any registration pursuant to Section 5.2 or offering under a registration pursuant to Section 5.4 shall involve, in whole or in part, an underwritten offering, the Selling Holders holding the majority of the Registrable Securities to be registered in such offering shall have the right to designate the underwriter or underwriters; provided, that such underwriters shall be reasonably satisfactory to the Company.

Section 5.6 Withdrawal Rights; Expenses.

(a) A Holder may withdraw all or any part of its Registrable Securities from any registration (including a registration effected pursuant to Section 5.2) by giving written notice to the Company of its request to withdraw at any time. Except in the case of a withdrawal of Registrable Securities made within thirty (30) days of receipt by such Holder of

a certificate or notice from the Company that it will defer the filing or effectiveness of a registration statement pursuant to Section 5.2(d) or Section 5.4(b), the Company shall be entitled to reimbursement for any Commission registration fees incurred by the Company in connection with the registration of the Registrable Securities so withdrawn (unless such registration fees can be used in connection with the registration of other securities by the Company, including in connection with a future registration). In the case of a withdrawal prior to the effective date of a registration statement, the Company shall include any Registrable Securities or Other Securities that were requested to be included in such registration but were cut back to the extent provided herein, such that such previously excluded Registrable Securities and Other Securities shall be included in such registration to the extent they otherwise would have been had the withdrawn Registrable Securities not been included in the registration in the first place.

(b) The Company shall pay all Registration Expenses with respect to a particular offering (or proposed offering). Except as provided herein, each Holder shall be responsible for its own fees and expenses of its own independent counsel and financial advisors and their internal administrative and similar costs, as well as their respective pro rata shares of underwriters' commissions and discounts, which shall not constitute Registration Expenses.

Section 5.7 Registration and Qualification. If and whenever the Company is required to effect the registration of any Registrable Securities under the Securities Act as provided in this Article V, the Company shall as promptly as practicable:

(a) Registration Statement. Prepare and file a registration statement under the Securities Act relating to the Registrable Securities to be offered and use its best efforts to cause such registration statement to become effective as promptly as practicable thereafter; furnish to the lead underwriter or underwriters, if any, and to the Holders who have requested that Registrable Securities be covered by such registration statement, prior to the filing thereof with the Commission, a copy of the registration statement, and each amendment thereof, and a copy of any prospectus, and each amendment or supplement thereto (excluding amendments caused by the filing of a report under the Exchange Act), and shall use its reasonable best efforts to reflect in each such document, when so filed with the Commission, such comments as such Persons reasonably may on a timely basis propose;

(b) Amendments; Supplements. Prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be (i) reasonably requested by any Selling Holder (to the extent such request relates to information relating to such Selling Holder), or (ii) necessary to keep such registration statement effective and to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities until the earlier of (a) such time as all of such Registrable Securities have been disposed of in accordance with the intended methods of disposition set forth in such registration statement and (b) if a shelf registration, the expiration of the applicable period specified in Section 5.4(a) and, if not a shelf registration, the applicable period specified in Section 5.2(d)(iii); provided, that any such required period provided for in this Section 5.7(b) shall be extended for such number of days (x) during any period from and including the date any written notice contemplated by

paragraph (f) below is given by the Company until the date on which the Company delivers to the Selling Holders the supplement or amendment contemplated by paragraph (f) below or written notice that the use of the prospectus may be resumed, as the case may be, and (y) during which the offering of Registrable Securities pursuant to such registration statement is interfered with by any stop order, injunction or other order or requirement of the Commission or any other governmental agency or court or by actions taken by the Company pursuant to Section 5.2(c) or 5.4(b); provided, further, that the Company will have no obligation to a Selling Holder participating on a "piggyback" basis in a registration statement that has become effective to keep such registration statement effective for a period beyond one hundred twenty (120) days from the effective date of such registration statement.

(c) Copies. Furnish to the Selling Holders and to any underwriter of such Registrable Securities such number of conformed copies of such registration statement and of each such amendment and supplement thereto (in each case including all exhibits), such number of copies of the prospectus included in such registration statement (including each preliminary prospectus and any summary prospectus), in conformity with the requirements of the Securities Act, such documents incorporated by reference in such registration statement or prospectus, and such other documents, as such Selling Holders or such underwriter may reasonably request, and upon request a copy of any and all transmittal letters or other correspondence to or received from, the Commission or any other governmental agency or self-regulatory body or other body having jurisdiction (including any domestic or foreign securities exchange) relating to such offering;

(d) Blue Sky. Use its reasonable best efforts to register or qualify all Registrable Securities covered by such registration statement under the securities or blue sky laws of such U.S. jurisdictions as any Selling Holder or any underwriter of such Registrable Securities shall request, and use its reasonable best efforts to obtain all appropriate registrations, permits and consents in connection therewith, and do any and all other acts and things which may be necessary or advisable to enable the Selling Holders or any such underwriter to consummate the disposition in such jurisdictions of its Registrable Securities covered by such registration statement; provided, that the Company shall not for any such purpose be required to qualify generally to do business as a foreign corporation in any such jurisdiction wherein it is not so qualified or to consent to general service of process in any such jurisdiction;

(e) Delivery of Certain Documents. (i) Furnish to each Selling Holder and to any underwriter of such Registrable Securities an opinion of counsel for the Company (which opinion (in form, scope and substance) shall be reasonably satisfactory to the managing underwriters, if any, or, in the case of a non-underwritten offering, to the Selling Holders) addressed to each Selling Holder and any underwriter of such Registrable Securities and dated the date of the closing under the underwriting agreement (if any) (or if such offering is not underwritten, dated the effective date of the applicable registration statement) covering the matters customarily covered in opinions requested in sales of securities or underwritten offerings, (ii) furnish to each Selling Holder and any underwriter of such Registrable Securities a "cold comfort" and "bring-down" letter addressed to each Selling Holder and any underwriter of such Registrable Securities and signed by the independent public accountants who have audited the financial statements of the Company included in such registration

statement, in each such case covering substantially the same matters with respect to such registration statement (and the prospectus included therein) as are customarily covered in opinions of issuer's counsel and in accountants' letters delivered to underwriters in underwritten public offerings of securities and such other matters as any Selling Holder may reasonably request and, in the case of such accountants' letter, with respect to events subsequent to the date of such financial statements and (iii) cause such authorized officers of the Company to execute customary certificates as may be requested by any Selling Holder or any underwriter of such Registrable Securities;

(f) Notification of Certain Events; Corrections. Promptly notify the Selling Holders and any underwriter of such Registrable Securities in writing (i) of the occurrence of any event as a result of which the registration statement or the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (ii) of any request by the Commission or any other regulatory body or other body having jurisdiction for any amendment of or supplement to any registration statement or other document relating to such offering and (iii) if for any other reason it shall be necessary to amend or supplement such registration statement or prospectus in order to comply with the Securities Act and, in any such case as promptly as reasonably practicable thereafter, prepare and file with the Commission an amendment or supplement to such registration statement or prospectus (and provide copies of the same to each Selling Holder and applicable underwriter) which will correct such statement or omission or effect such compliance;

(g) Notice of Effectiveness. Notify the Selling Holders and the lead underwriter or underwriters, if any, and (if requested) confirm such advice in writing, as promptly as reasonably practicable after notice thereof is received by the Company (i) when the applicable registration statement or any amendment thereto has been filed or becomes effective and when the applicable prospectus or any amendment or supplement thereto has been filed, (ii) of any written comments by the Commission, (iii) of the issuance by the Commission of any stop order suspending the effectiveness of such registration statement or any order preventing or suspending the use of any preliminary or final prospectus or the initiation or threat of any proceedings for such purposes and (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Registrable Securities for offering or sale in any jurisdiction or the initiation or threat of any proceeding for such purpose;

(h) Stop Orders. Use its reasonable best efforts to prevent the entry of, and use its best efforts to obtain as promptly as reasonably practicable the withdrawal of, any stop order with respect to the applicable registration statement or other order suspending the use of any preliminary or final prospectus;

(i) Plan of Distribution. Promptly incorporate in a prospectus supplement or post-effective amendment to the applicable registration statement such information as the lead underwriter or underwriters, if any, and the Selling Holders holding a majority of the Registrable Securities being sold agree should be included therein relating to the plan of distribution with respect to such Registrable Securities and make all required filings of such

prospectus supplement or post-effective amendment as promptly as reasonably practicable after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment;

(j) Other Filings. Use its reasonable best efforts to cause the Registrable Securities covered by the applicable registration statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the seller or sellers thereof or the underwriter or underwriters, if any, to consummate the disposition of such Registrable Securities;

(k) FINRA Compliance. Cooperate with each Selling Holder and each underwriter or agent, if any, participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with the FINRA;

(l) Shelf Amendments. Upon the request of any Selling Holder, promptly amend any Shelf Registration Statement or take such other action as may be necessary to de-register, remove or withdraw all or a portion of the Selling Holder's Registrable Securities from a Shelf Registration Statement, as requested by such Selling Holder;

(m) Listing. Use its reasonable best efforts to cause all such Registrable Securities registered pursuant to such registration to remain and be listed on each securities exchange and automated interdealer quotation system on which identical securities issued by the Company are then listed;

(n) Transfer Agent; Registrar; CUSIP Number. Provide a transfer agent and registrar for all Registrable Securities registered pursuant to such registration and a CUSIP number for all such Registrable Securities, in each case not later than the effective date of the applicable registration statement;

(o) Compliance; Earnings Statement. Otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the Commission, and make available to each Selling Holder, as soon as reasonably practicable, an earnings statement covering the period of at least twelve months, but not more than eighteen months, beginning with the first month after the effective date of the applicable registration statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act;

(p) Road Shows. To the extent reasonably requested by the lead or managing underwriters in connection with an underwritten offering pursuant to Section 5.2 (including a Shelf Underwritten Offering pursuant to Section 5.4), send appropriate officers of the Company to attend any "road shows" scheduled in connection with any such underwritten offering, with all out-of-pocket costs and expenses incurred by the Company or such officers in connection with such attendance to be paid by the Company;

(q) Stock Certificates. Unless the relevant securities are issued in book-entry form, furnish for delivery in connection with the closing of any offering of Registrable Securities pursuant to a registration effected pursuant to this Article V unlegended certificates representing ownership of the Registrable Securities being sold in such denominations as shall be requested by any Selling Holder or the underwriters of such Registrable Securities (it being

understood that the Selling Holders will use their reasonable best efforts to arrange for delivery to the Depository Trust Company); and

(r) Reasonable Best Efforts. Use its reasonable best efforts to take all other steps necessary to effect the registration of the Registrable Securities contemplated hereby.

Section 5.8 Underwriting; Due Diligence.

(a) If requested by the underwriters for any underwritten offering of Registrable Securities pursuant to a registration requested under this Article V, the Company shall enter into an underwriting agreement with such underwriters for such offering, which agreement will contain such representations and warranties by the Company and such other terms and provisions as are customarily contained in underwriting agreements generally with respect to secondary distributions to the extent relevant, including, without limitation, indemnification and contribution provisions substantially to the effect and to the extent provided in Section 5.9, and agreements as to the provision of opinions of counsel and accountants' letters to the effect and to the extent provided in Section 5.7(e). The Selling Holders on whose behalf the Registrable Securities are to be distributed by such underwriters shall be parties to any such underwriting agreement, and the representations and warranties by, and the other agreements on the part of, the Company to and for the benefit of such underwriters, shall also be made to and for the benefit of such Selling Holders and the conditions precedent to the obligations of such underwriters under such underwriting agreement shall also be conditions precedent to the obligations of such Selling Holders to the extent applicable. Subject to the following sentence, such underwriting agreement shall also contain such representations and warranties by such Selling Holders and such other terms and provisions as are customarily contained in underwriting agreements with respect to secondary distributions, when relevant. No Selling Holder shall be required in any such underwriting agreement or related documents to make any representations or warranties to or agreements with the Company or the underwriters other than customary representations, warranties or agreements regarding such Selling Holder's title to Registrable Securities and any written information provided by the Selling Holder to the Company expressly for inclusion in the related registration statement.

(b) In connection with the preparation and filing of each registration statement registering Registrable Securities under the Securities Act pursuant to this Article V, the Company shall make available upon reasonable notice at reasonable times and for reasonable periods for inspection by each Selling Holder, by any managing underwriter or underwriters participating in any disposition to be effected pursuant to such registration statement, and by any attorney, accountant or other agent retained by any Selling Holder or any managing underwriter, all pertinent financial and other records, pertinent corporate documents and properties of the Company, and cause all of the Company's officers, directors and employees and the independent public accountants who have certified the Company's financial statements to make themselves available to discuss the business of the Company and to supply all information reasonably requested by any such Selling Holders, managing underwriters, attorneys, accountants or agents in connection with such registration statement as shall be necessary to enable them to exercise their due diligence responsibility (subject to

entry by each party referred to in this clause (b) into customary confidentiality agreements in a form reasonably acceptable to the Company);

(c) In the case of an underwritten offering requested by a GEI Party or a GEI Transferee pursuant to Section 5.2 or Section 5.4, the price, underwriting discount and other financial terms for the Registrable Securities of the related underwriting agreement shall be determined by the applicable GEI Party or GEI Transferees. In the case of any underwritten offering of securities by the Company pursuant to Section 5.3, such price, discount and other terms shall be determined by the Company, subject to the right of Selling Holders to withdraw their Registrable Securities from the registration pursuant to Section 5.6(a). In the case of an underwritten offering requested by the Initial Management Investors or their Permitted Transferees pursuant to Section 5.2 or Section 5.4, the price, underwriting discount and other financial terms for the Registrable Securities of the related underwriting agreement shall be determined by the holders of a majority of the Registrable Securities included in such underwritten offering.

(d) Subject to Section 5.8(a), no Person may participate in an underwritten offering unless such Person (i) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Persons entitled to approve such arrangements and (ii) completes and executes all customary questionnaires, powers of attorney, indemnities, underwriting agreement and other documents reasonably required under the terms of such underwriting arrangements.

Section 5.9 Indemnification and Contribution.

(a) Indemnification by the Company. In the case of each offering of Registrable Securities made pursuant to this Article V, the Company agrees to indemnify and hold harmless, to the extent permitted by law, each Selling Holder, each underwriter of Registrable Securities so offered and each Person, if any, who controls or is alleged to control (within the meaning set forth in the Securities Act) any of the foregoing Persons, the Affiliates of each of the foregoing, and the officers, directors, partners, employees and agents of each of the foregoing, against any and all losses, liabilities, costs (including reasonable attorney's fees and disbursements), claims and damages, joint or several, to which they or any of them may become subject, under the Securities Act or otherwise, including any amount paid in settlement of any litigation commenced or threatened, insofar as such losses, liabilities, costs, claims and damages (or actions or proceedings in respect thereof, whether or not such indemnified Person is a party thereto) arise out of or are based upon any untrue statement by the Company or alleged untrue statement by the Company of a material fact contained in the registration statement (or in any preliminary, final or summary prospectus included therein) or in any offering memorandum or other offering document relating to the offering and sale of such Registrable Securities prepared by the Company or at its direction, or any amendment thereof or supplement thereto, or in any document incorporated by reference therein, or any omission by the Company or alleged omission by the Company to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus or preliminary prospectus, in light of the circumstances under which they were made) not misleading; provided, however, that the Company shall not be liable to any Person in any such case to the extent that any such loss, liability, cost, claim or damage arises out of

or relates to any untrue statement or alleged untrue statement, or any omission, if such statement or omission shall have been made in reliance upon and in conformity with information relating to such Person furnished in writing to the Company by or on behalf of such Person expressly for inclusion in the registration statement (or in any preliminary, final or summary prospectus included therein), offering memorandum or other offering document, or any amendment thereof or supplement thereto. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of any such Person, Selling Holder, or any underwriter and shall survive the transfer of such securities.

(b) Indemnification by Selling Holders. In the case of each offering made pursuant to this Agreement, each Selling Holder, by exercising its registration rights hereunder, agrees to indemnify and hold harmless, to the extent permitted by law, the Company, each other Selling Holder, and each Person, if any, who controls or is alleged to control (within the meaning set forth in the Securities Act) any of the foregoing, any Affiliate of any of the foregoing, and the officers, directors, partners, employees and agents of each of the foregoing, against any and all losses, liabilities, costs (including reasonable attorney's fees and disbursements), claims and damages to which they or any of them may become subject, under the Securities Act or otherwise, including any amount paid in settlement of any litigation commenced or threatened, insofar as such losses, liabilities, costs, claims and damages (or actions or proceedings in respect thereof, whether or not such indemnified Person is a party thereto) arise out of or are based upon any untrue statement made by such Selling Holder of a material fact contained in the registration statement (or in any preliminary, final or summary prospectus included therein) relating to the offering and sale of such Selling Holder's Registrable Securities prepared by the Company or at its direction, or any amendment thereof or supplement thereto, or any omission by such Selling Holder of a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus or preliminary prospectus, in light of the circumstances under which they were made) not misleading, but in each case only to the extent that such untrue statement of a material fact is contained in, or such material fact is omitted from, information relating to such Selling Holder furnished in writing to the Company by or on behalf of such Selling Holder expressly for inclusion in such registration statement (or in any preliminary, final or summary prospectus included therein), or any amendment thereof or supplement thereto. The liability of each applicable Selling Holder hereunder shall be several and not joint and in no event shall the liability of any Selling Holder hereunder be greater in amount than the dollar amount of the net proceeds received by such Selling Holder from the sale of its Registrable Securities in the offering giving rise to such indemnification obligation.

(c) Indemnification Procedures. Each party entitled to indemnification under this Section 5.9 shall give notice to the party required to provide indemnification promptly after such indemnified party has actual knowledge that a claim is to be made against the indemnified party as to which indemnity may be sought, and shall permit the indemnifying party to assume the defense of such claim or litigation resulting therefrom and any related settlement and settlement negotiations, subject to the limitations on settlement set forth below; provided, that counsel for the indemnifying party, who shall conduct the defense of such claim or any litigation resulting therefrom, shall be approved by the indemnified party (whose approval shall not unreasonably be withheld), and the indemnified party may participate in such defense at such party's expense; and provided, further, that the failure of any indemnified party to give notice as provided herein shall not relieve the indemnifying party of its obligations under this Section 5.9,

except to the extent the indemnifying party is actually prejudiced by such failure to give notice. Notwithstanding the foregoing, an indemnified party shall have the right to retain one (1) separate counsel (plus local counsel), with the reasonable fees and expenses of such counsel being paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel or if the indemnifying party has failed to assume the defense of such action. No indemnified party shall enter into any settlement of any litigation commenced or threatened with respect to which indemnification is or may be sought without the prior written consent of the indemnifying party (such consent not to be unreasonably withheld). No indemnifying party, in the defense of any such claim or litigation, shall, except with the consent of each indemnified party, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release, reasonably satisfactory to the indemnified party, from all liability in respect to such claim or litigation. Each indemnified party shall furnish such information regarding itself or the claim in question as an indemnifying party may reasonably request in writing and as shall be reasonably required in connection with defense of such claim and litigation resulting therefrom.

(d) Contribution. If the indemnification provided for in this Section 5.9 shall for any reason be unavailable (other than in accordance with its terms) to an indemnified party in respect of any loss, liability, cost, claim or damage referred to therein, then each indemnifying party shall, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such loss, liability, cost, claim or damage in such proportion as shall be appropriate to reflect the relative fault of the indemnifying party on the one hand and the indemnified party on the other with respect to the statements or omissions which resulted in such loss, liability, cost, claim or damage as well as any other relevant equitable considerations. The relative fault shall be determined by reference to whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the indemnifying party on the one hand or the indemnified party on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such statement or omission. The amount paid or payable by an indemnified party as a result of the loss, cost, claim, damage or liability, or action in respect thereof, referred to above in this paragraph (d) shall be deemed to include, for purposes of this paragraph (d), any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. Notwithstanding anything in this Section 5.9(d) to the contrary, no indemnifying party (other than the Company) shall be required pursuant to this Section 5.9 to contribute any amount in excess of the amount of the net proceeds received by such indemnifying party from the sale of its Registrable Securities in the offering to which the losses of the indemnified parties relate (in all cases, less any amounts paid with respect to such offering pursuant to Section 5.2(d)). The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 5.9(d) were determined by pro rata allocation or by any other method of allocation which does not take into account the equitable considerations referred to in this Section.

(e) Indemnification/Contribution under State Law. Indemnification and contribution similar to that specified in the preceding paragraphs of this Section 5.9 (with appropriate modifications, but subject to the same limitations on liabilities) shall be given by the Company and the Selling Holders and underwriters with respect to any required registration or other qualification of securities under any state law or regulation or governmental authority.

(f) Obligations Not Exclusive. The obligations of the parties under this Section 5.9 shall be in addition to any liability which any party may otherwise have to any other Person.

(g) Survival. For the avoidance of doubt, the provisions of this Section 5.9 shall survive any termination of this Agreement.

Section 5.10 Cooperation; Information by Selling Holder.

(a) It shall be a condition of each Selling Holder's rights under this Article V that such Selling Holder cooperate with the Company by entering into any undertakings and taking such other action relating to the conduct of the proposed offering which the Company or the underwriters may reasonably request as being necessary to insure compliance with federal and state securities laws and the rules or other requirements of the FINRA or which the underwriters may reasonably request to effectuate the offering.

(b) Each Selling Holder shall furnish to the Company such information regarding such Selling Holder and the distribution proposed by such Selling Holder as is reasonably required for the Company to comply with its registration, qualification and compliance obligations referred to in this Article V. The Company shall have the right to exclude from any registration any Selling Holder that does not reasonably comply with this Section 5.10.

(c) At such time as an underwriting agreement with respect to a particular underwriting is entered into, the terms of any such underwriting agreement shall govern with respect to the matters set forth therein to the extent inconsistent with this Article V; provided, however, that the indemnification provisions of such underwriting agreement as they relate to the Selling Holders must be customary for registrations of the type then proposed and provide for indemnification by such Selling Holders only with respect to written information furnished by such Selling Holders specifically for inclusion in the applicable registration statement, and all indemnification and contribution obligations must be limited in the aggregate to no more than the amount of the net proceeds received by such indemnifying (or contributing) party from the sale of its Registrable Securities in the applicable underwritten offering.

Section 5.11 Rule 144 and Rule 145. Following a Public Offering Event, the Company shall use its best efforts to ensure that the conditions to the availability of Rule 144 and Rule 145 set forth in paragraph (c) of Rule 144 shall be satisfied. The Company agrees to use its best efforts to file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act at any time after it has become subject to such reporting requirements. Upon the request of a GEI Party or

any Management Investor, for so long as such information is a necessary element of such Person's ability to avail itself of Rule 144 or Rule 145, the Company will deliver to such Person (i) a written statement as to whether it has complied with such requirements and (ii) a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed as such Person may reasonably request in availing itself of any rule or regulation of the Commission allowing such Person to sell any such securities without registration.

Section 5.12 Holdback Agreement. Each of the Company and each Holder (whether or not such Registrable Securities are covered by a registration statement filed pursuant to Section 5.2, 5.3 or 5.4 hereof) agrees, if requested (pursuant to a timely written notice) by the managing underwriter or underwriters in an underwritten offering, not to effect any public sale or distribution of any of the Registrable Securities, including a sale pursuant to Rule 144 (except as part of such underwritten offering), for a customary period (which period shall be the same for all Holders), as reasonably determined by the managing underwriter or underwriters in consultation with the GEI Parties, after the closing date of the underwritten offering made pursuant to such registration statement. No waiver of any such agreement shall be effective with respect to any Holder unless such waiver applies uniformly to all such Holders. The foregoing provisions shall not apply to any Person if such Person is prevented by applicable statute or regulation from entering into any such agreement; provided, however, that any such Person shall undertake not to effect any public sale or distribution of the class of securities covered by such registration statement (except as part of the underwritten offering) during such period unless it has provided sixty (60) days' prior written notice of such sale or distribution to the managing underwriter.

Section 5.13 Suspension of Sales. Each Selling Holder participating in a registration agrees that, upon receipt of notice from the Company pursuant to Section 5.7(f), such Selling Holder will discontinue disposition of its Registrable Securities pursuant to such registration statement until receipt of the copies of the supplemented or amended prospectus contemplated by Section 5.7(f), or until advised in writing by the Company that the use of the prospectus may be resumed, as the case may be, and, if so directed by the Company, such Selling Holder will deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such Selling Holder's possession, of the prospectus covering such Registrable Securities which are current at the time of the receipt of the notice of the event described in Section 5.7(f).

ARTICLE VI.

SPECIFIC PERFORMANCE

Due to the fact that the securities of the Company cannot be readily purchased or sold in the open market and for other reasons, the parties will be irreparably damaged in the event that the terms of this Agreement are not specifically enforced and complied with. In the event of a breach or threatened breach of the terms, covenants and/or conditions of this Agreement by any of the parties hereto, the other parties shall, in addition to all other remedies, be entitled (without any bond or other security being required) to a temporary and/or permanent injunction, without showing any actual damage or that monetary damages would not provide an adequate remedy, and/or a decree for specific performance, in accordance with the provisions hereof.

ARTICLE VII.

PREEMPTIVE RIGHTS

Section 7.1 Preemptive Rights. Except for Excluded Issuances, if the Company (or any subsidiary of the Company) wishes to issue and sell any shares of capital stock or any security convertible into or exercisable or exchangeable for capital stock (the "New Securities") to any Person or Persons (collectively, the "Subject Purchasers") prior to the consummation of a Public Offering Event, then the Company shall also offer such New Securities to the GEI Parties and the Initial Management Investors and their Acceptable Transferees (and for the avoidance of doubt, not such Initial Management Investors' other respective Permitted Transferees) (each, a "Stockholder") by sending written notice (the "New Issuance Notice") to such Stockholders at least fifteen (15) days prior to the issuance and sale of the New Securities. The New Issuance Notice shall state (a) the number of shares of New Securities proposed to be issued and sold and the terms of such New Securities (including a copy of any Certificate of Designations or other document or instrument establishing or governing the rights thereof), (b) the proposed purchase price per share of the New Securities (the "Proposed Price") and the terms and conditions of the purchase of such New Securities, (c) the proposed date on which the New Securities will be sold (the "New Issuance Closing Date"), and (d) each Stockholder's Proportionate Percentage. For purposes hereof, each Stockholder's "Proportionate Percentage" means, with respect to any Stockholder, the percentage of the New Securities allocated to such Stockholder, determined as follows:

(i) with respect to New Securities which are of the same class as other Capital Stock outstanding on the date of the New Issuance Notice, by dividing (a) the total number of shares of the same class of Capital Stock as the New Securities that are then owned by the respective Stockholder, by (b) the total number of shares of the same class of Capital Stock as such New Securities outstanding on such date; or

(ii) with respect to New Securities which are of a new class of Capital Stock different from any class of Capital Stock outstanding on the date of the New Issuance Notice, by dividing (a) the total number of shares of Common Stock held by the respective Stockholder on the New Issuance Closing Date, by (b) the total number of shares of Common Stock outstanding on the New Issuance Closing Date.

Section 7.2 Option. For a period of fifteen (15) days after the giving of the New Issuance Notice pursuant to Section 7.1, each Stockholder shall have the right to elect to purchase any or all of its Proportionate Percentage of each or any class of the New Securities at a purchase price equal to the Proposed Price and upon the terms and conditions set forth in the New Issuance Notice.

Section 7.3 Exercise of Options. The right of each Stockholder to purchase the New Securities under Section 7.1 shall be exercisable by delivering written notice of the exercise thereof, prior to the expiration of the 15-day period referred to in Section 7.2, to the Company, which notice shall state the amount of each class of New Securities that such

Stockholder elects to purchase. Subject to Section 7.5, the failure to respond within such 15-day period shall be deemed to be a waiver of such Stockholder's rights under Section 7.2 with respect to the issuance of such New Securities (but not future issuances).

Section 7.4 Closing. The closing of the purchase of New Securities subscribed for by the Stockholders under this Article VII shall be held at the principal office of the Company at the time specified by the Company on the New Issuance Closing Date or at such other time and place as the parties to the transaction may agree. Each Stockholder purchasing the New Securities shall deliver at the closing payment in full in immediately available funds for the New Securities purchased by him, her or it and shall agree to the same terms and conditions, as agreed to by the Subject Purchasers, including, but not limited to, with respect to representations, warranties and covenants. At such closing, all purchasers of New Securities shall execute such additional documents as are otherwise necessary or appropriate to consummate the purchase and sale of such New Securities.

Section 7.5 Sale to Subject Purchaser. To the extent the Stockholders do not elect to purchase all of the New Securities pursuant to this Article VII, the Company may sell to the Subject Purchasers the New Securities not so purchased pursuant to this Article VII on the terms and conditions that are not materially more favorable to the Subject Purchaser than those set forth in the New Issuance Notice; provided, however, that such sale is made pursuant to a contract entered into within 90 days of the earlier to occur of (a) the waiver by the respective Stockholders of their option to purchase the New Securities and (b) the expiration of the 15-day election period referred to in Section 7.2. If such sale is not consummated on such terms within such 90 day period, then the restrictions provided for herein shall again become effective, and no issuance and sale of such New Securities may be made by the Company without again complying with this Article VII.

Section 7.6 Subject to Stockholders Agreement. Any New Securities acquired by Stockholders pursuant to this Article VII shall be deemed For Value Shares and shall not be subject to the provisions of this Agreement unless the terms of such issuance requires all purchasers to be bound by this Agreement.

Section 7.7 Definitions. For the purposes of this Article VII, (x) "Excluded Issuances" means any issuance of capital stock of the Company (i) to an employee, officer, director, consultant, agent, customer or vendor of the Company or any of its subsidiaries pursuant to a stock option plan, employee benefit plan or other compensation arrangement or agreement (such plan, arrangement or agreement, an "Employee Compensation Arrangement") approved by the Board of Directors, (ii) pursuant to a stock split, subdivision or similar transaction or dividend applicable to all of the Common Stock or Preferred Stock, as applicable, (iii) as payment-in-kind interest; (iv) pursuant to a public offering of securities, (v) pursuant to a share reclassification, (vi) pursuant to the exercise, conversion or exchange of preferred stock, debt securities or any other convertible or exchangeable instruments approved by the Board of Directors, (vii) pursuant to the exercise of any option, warrant or other derivative securities outstanding on the date hereof or issued pursuant to clause (i) above, (viii) as consideration for an acquisition, merger or reorganization approved by the Board of Directors, or (ix) to any lender that is not a GEI Affiliate in connection with any debt financing by the Company or its subsidiaries approved by the Board of Directors and (y) "Acceptable Transferees" shall mean

any trust, partnership, limited liability company or custodianship established for the primary benefit of any one or more Initial Management Investors (provided that a Initial Management Investor or its Permitted Transferee serves as the trustee, general partner, managing member or custodian thereof).

ARTICLE VIII.

DISTRIBUTIONS EXEMPT; TREATMENT OF SPVS AND TRUSTS

Section 8.1 GEI. It is expressly understood and agreed that any GEI Party (other than any GEI Party that is an SPV (as defined below)) may distribute to its partners, members or other equity participants, in accordance with the terms of its limited partnership agreement, limited liability company agreement or other constituent documents, all (but not less than all) of the shares of the Capital Stock or other Company securities held by it in connection with the expiration or involuntary dissolution or winding down of such GEI Party (any such distribution, a "GEI Distribution"). Notwithstanding anything to the contrary contained in this Agreement, any GEI Distribution shall not constitute a "Transfer" for any purpose under this Agreement and shall be exempt in all respects from the terms and conditions of this Agreement. As an example, and without limiting the generality of the foregoing, it is expressly understood and agreed that a GEI Distribution shall not constitute a Tag-Along Sale. Further, it is also expressly understood and agreed that, following a GEI Distribution, (i) the shares of the Capital Stock or other Company securities distributed to the partners or equity participants of such GEI Party shall in no way be subject to this Agreement and (ii) any partner or equity participant of such GEI Party which receives shares of the Capital Stock or other Company securities pursuant to a GEI Distribution shall not be required or deemed to become a party to this Agreement or otherwise be subject to this Agreement; provided, however, that as a condition to such GEI Distribution each partner, member or other equity participant to whom a GEI Party proposes to distribute such Capital Stock shall agree to vote its shares of Common Stock in order to implement the Board of Directors representation rights set forth in Article IX to the extent applicable.

Section 8.2 SPV's Generally. Notwithstanding the foregoing, each Person that is an entity that does not hold any substantial assets other than shares of Capital Stock (each, an "SPV") agrees that (i) certificates for shares of its common stock or other instruments reflecting equity interests in such entity (and the certificates for shares of common stock or other equity interests in any similar entities controlling such entity) will note the restrictions contained in this Agreement on the restrictions on transfer of shares as if such common stock or other equity interests were shares of Capital Stock, (ii) no shares of such common stock or other equity interests may be transferred to any Person other than in accordance with the terms and provisions of this Agreement as if such common stock or other equity interests were shares of Capital Stock and (iii) any Transfer of such common stock or other equity interests shall be deemed to be a transfer of a pro rata number of shares of Capital Stock hereunder and subject to the provisions of this Agreement.

ARTICLE IX.

BOARD OF DIRECTORS; INFORMATION RIGHTS

Section 9.1 Director Designation Rights. The Board of Directors of the Company (the "Board of Directors") shall consist of five (5) directors as follows:

(a) So long as the GEI Parties in the aggregate beneficially own a number of shares of Common Stock equal to:

(i) at least 50% of the number of shares of Common Stock beneficially owned by the GEI Parties immediately following the Effective Time, GEI (on behalf of the GEI Parties) will be entitled to designate three (3) individuals to serve on the Board of Directors of the Company (the "GEI Directors");

(ii) at least 35% but less than 50% of the number of shares of Common Stock beneficially owned by the GEI Parties immediately following the Effective Time, GEI (on behalf of the GEI Parties) will be entitled to designate two (2) GEI Directors;

(iii)at least 15% but less than 35% of the number of shares of Common Stock beneficially owned by the GEI Parties immediately following the Effective Time, GEI (on behalf of the GEI Parties) will be entitled to nominate one (1) GEI Director; and

(iv) The initial GEI Directors shall be John Baumer, Alyse Wagner and Michael Solomon; provided that, in each case, for so long as the Initial Management Investors are entitled to designate at least one Management Director (as defined below) each GEI Director (and any replacement therefore or successor thereto designated by GEI) shall be an employee or partner of a GEI Affiliate, unless otherwise consented to by the holders of a majority of the shares of Common Stock then held by the Initial Management Investors (and their Permitted Transferees) collectively.

(b) So long as the Initial Management Investors (together with their respective Permitted Transferees) collectively beneficially own a number of shares of Common Stock equal to:

(i) at least 50% of the number of shares of Common Stock beneficially owned by the Initial Management Investors collectively immediately following the Effective Time, the Initial Management Investors (acting by majority vote based on the number of shares of Common Stock then beneficially owned by each of the them and their respective Permitted Transferees) will be entitled to designate two (2) individuals to serve as directors of the Company (the "Management Directors" and together with the GEI Directors, the "Director Designees");

(ii) at least 15% but less than 50% of the number of shares of Common Stock beneficially owned by the Initial Management Investors collectively immediately following the Effective Time, the Initial Management Investors (acting by majority vote based on the number of shares of Common Stock then beneficially owned by each of the them and their respective Permitted Transferees) will be entitled to designate one (1) Management Director; and

(iii)T he initial Management Directors shall be Samuel Lee and Dr. Jeereddi A. Prasad.

In calculating the percentage ownership numbers applicable to this Section 9.1, (x) all share numbers shall take into account any stock splits, reverse stock splits, or other applicable events affecting the Common Stock that occur after the Effective Time and (y) no shares of Common Stock then held by a Management Investor who has experienced a Call Event shall be included for purposes of calculating the percentage of shares of Common Stock owned collectively by the Initial Management Investors and their Permitted Transferees, nor may any such shares be voted by the Management Investor who has experienced a Call Event in determining who from time to time shall be designated as a Management Director.

Section 9.2 Election of Director Designees. The Company hereby agrees to (i) include each of the Director Designees on each slate of nominees for election to the Board of Directors proposed by the Company and (ii) recommend the election of the Director Designees to the stockholders of the Company. Without limiting the generality of the foregoing, each party hereto will use its respective best efforts (including voting or causing to be voted all shares of Common Stock or other voting securities then directly or indirectly beneficially owned by them) (i) to cause the Director Designees to be elected in any and all elections of directors of the Company held during the term of this Agreement, subject to the terms hereof and (ii) to cause the removal of any Director Designee whose removal is required pursuant to Sections 9.5 and 9.6.

Section 9.3 Action by Board; Amendments.

(a) Each member of the Board of Directors shall have one (1) vote with respect to any matters that come before the Board of Directors. All acts of the Board of Directors shall require the approval of at least a majority of the members of the Board of Directors, in addition to any specific votes of the Board of Directors provided herein.

(b) The Company shall not amend the Company's Certificate of Incorporation or By-Laws in any manner that impairs the rights granted to the GEI Parties and the Management Investors (and their Permitted Transferees) pursuant to Sections 9.1, 9.2, 9.4 and 9.5 of this Agreement.

Section 9.4 Vacancies.

(a) Each GEI Director will hold his or her office as a director of the Company for such term as is provided in the Company's organizational documents and applicable law or until his or her death, resignation, incapacity or removal from the Board of Directors or until his or her successor has been duly elected and qualified in accordance with

the provisions of this Agreement. If a GEI Director ceases to serve as a director of the Company for any reason during his or her term (a "GEI Terminating Director"), a nominee for the vacancy resulting therefrom will be designated by GEI, so long as GEI is then entitled to designate enough GEI Directors to fill such vacancy pursuant to Section 9.1(a).

(b) Each Management Director will hold his or her office as a director of the Company for such term as is provided in the Company's organizational documents and applicable law or until his or her death, resignation, incapacity or removal from the Board of Directors or until his or her successor has been duly elected and qualified in accordance with the provisions of this Agreement. If a Management Director ceases to serve as a director of the Company for any reason during his or her term (a "Management Terminating Director" and together with the GEI Terminating Directors, the "Terminating Directors"), a nominee for the vacancy resulting therefrom will be designated by the Initial Management Investors, so long as the Initial Management Investors are then entitled to designate enough Management Directors to fill such vacancy pursuant to Section 9.1(b).

(c) If GEI or the Initial Management Investors, respectively, fails at any time to designate a person for election to the Board of Directors that GEI (on behalf of the GEI Parties) or the Initial Management Investors is entitled to designate pursuant to this Agreement, then such directorship(s) will remain vacant unless such vacancy results in there being fewer than the minimum number of directors required by the Company's Certificate of Incorporation or By-laws or applicable law, in which case the members of the Board of Directors then in office will appoint a nominee to fill such vacancy or vacancies until GEI or the Initial Management Investors, as applicable, invokes its rights to designate a Director Designee to replace such temporary appointee.

Section 9.5 Removal of Nominees.

(a) GEI or the Initial Management Investors, as applicable, at any time may remove their respective Director Designees from the Board of Directors, with or without cause, upon written notice to the Company and the Board of Directors. Each party hereto shall thereafter take or cause to be taken all such action as may be requested or required to remove the applicable Director Designee(s) from the Board of Directors and to replace such Director Designee(s) pursuant to Section 9.1. Notwithstanding this Section 9.5, if a vacancy on the Board of Directors is filled by an appointment pursuant to Section 9.4 due to the failure of GEI or the Initial Management Investors to nominate a Director Designee, GEI or the Initial Management Investors, as applicable, may request that such temporary appointee be removed and replaced and, if so, each party hereto shall take or cause to be taken all such action as may be requested or required to remove such person from the Board of Directors. Except pursuant to Section 9.5(b), each party hereto acknowledges and agrees that only the party who is entitled to designate a specific Director Designee may elect the removal of that Director Designee for any reason.

(b) If from time to time the number of GEI Directors which the GEI Parties have a right to designate to the Board of Directors pursuant to Section 9.1(a) is reduced, or the number of Management Directors which the Initial Management Investors have a right to designate to the Board of Directors pursuant to Section 9.1(b) is reduced, a corresponding

number of GEI Directors or Management Directors, as applicable, promptly shall be removed from office (even if in the Director Designee is in the middle of the term of office or if no election is then scheduled), and each party hereto shall comply with Section 9.5(a) to implement such removal as promptly as reasonably practicable.

Section 9.6 Removal in the Event of a Call Event. Upon the occurrence of a Call Event involving a Management Investor who then serves on the Board of Directors as a Management Director, such Management Investor shall be removed from the Board of Directors of the Company and each subsidiary of the Company, and each party hereto shall use its best efforts to take or cause to be taken all actions as may be required to promptly effect the removal of such person from the Board of Directors of the Company and each subsidiary of the Company. The remaining Initial Management Investors shall be entitled to designate a replacement Management Director, so long as (a) after giving effect to the Call Event in question the Initial Management Investors are then entitled to designate a replacement Management Director pursuant to Section 9.1(b) and (b) the replacement Management Director is not the same Management Investor so removed from the Board of Directors.

Section 9.7 Compensation and Indemnification.

(a) The members of the Board of Directors shall not receive any fees or other compensation for their services as directors, but shall be entitled to be reimbursed for reasonable and documented, out-of-pocket expenses incurred in connection with serving as a director (including serving on any committee of the Board of Directors), including without limitation all reasonable and documented travel, lodging and meal expenses. The foregoing shall not limit the type or amount of consideration or benefits paid to any Director who is an employee of the Company or any subsidiary thereof in connection with employment or consulting services provided thereto.

(b) The Certificate of Incorporation and By-laws of the Company shall at all times provide for indemnification and contribution rights and limitations on the liability of directors of the Company to the fullest extent permitted by law, and at least as favorable as set forth in the Company's Certificate of Incorporation and By-Laws in effect as of the Effective Time. The Company shall obtain and at all times shall maintain directors' and officers' liability insurance coverage for all directors and executive officers of the Company and its subsidiaries with coverage amounts and terms as are reasonable and appropriate for a business such as the Company, and in any case with terms at least as favorable as the insurance to be provided by the Surviving Corporation to current and former directors and officers pursuant to the Merger Agreement.

(c) The Company and each party hereto agrees, without the prior written consent of each Initial Management Investor who is a beneficiary thereof, not to terminate, amend or waive the indemnification provisions of the Company's Certificate of Incorporation, By-laws or this Agreement.

Section 9.8 Subsidiary Boards; Committees.

(a) The board of directors of each subsidiary of the Company shall be comprised of the same persons as the Board of Directors of the Company, unless otherwise required by law or otherwise determined by a majority of the Board of Directors, including the approval of at least one Management Director.

(b) The Board of Directors may, by duly adopted action, designate one or more committees of the Board of Directors. The composition of each such committee (and on each committee of the Board of Directors of each material subsidiary of the Company) shall be comprised of GEI Directors and Management Directors that, as nearly as is practicable, are in proportion to the number of the GEI Directors and the Management Directors on the Board of Directors of the Company.

Section 9.9 Affiliate Transactions. Except for the Management Services Agreement between Prospect Green Management, LLC and Leonard Green & Partners, L.P. ("Management Services Agreement") to be entered into upon the Effective Time, substantially in the form attached hereto as Schedule D, and except for (a) ordinary course transactions between or among the Company and its wholly-owned subsidiaries and (b) transactions between or among the Company, its subsidiaries and the entities listed on Schedule 9.9 in the ordinary course of business, any contracts or transactions between the Company or any of its subsidiaries, on the one hand, and the Company's Affiliates, a GEI Affiliate or a Non-GEI Holder (or their respective Affiliates), on the other hand, shall require the prior approval of a majority of the unaffiliated directors on the Board of Directors; provided, however, this Section 9.9 shall not apply to any issuances of New Securities in compliance with Article VII, or to any redemption or exchange of the Preferred Stock in accordance with its terms.

Section 9.10 Management Approval Rights. For so long as (x) the Initial Management Investors (together with their Permitted Transferees) collectively own at least 50% of the number of shares of the Common Stock beneficially owned by them immediately following the Effective Time and (y) the annual adjusted EBITDA of the Surviving Corporation in any fiscal year (without taking into effect the positive or negative impact of any acquisitions (whether by stock or asset purchase, business combination, joint venture arrangement, or otherwise) undertaken by the Company or any of its subsidiaries after the date of execution of the Merger Agreement) is equal to or greater than the adjusted EBITDA set forth under the column "Minimum Threshold" for such fiscal year contained on Schedule C attached hereto, the following actions may only be taken by the Company with the approval of the Board of Directors including the approval of at least one (1) Management Director:

(a) any change in the size of the Board of Directors or method of selecting directors as set forth in this Article IX;

(b) any change in the executive officers of the Company (other than in connection with a termination for "Cause" (as defined in the applicable employment agreement or if the executive officer does not have a current employment agreement, "Cause" will be the same as defined in SL's employment agreement) or as a result of the voluntary resignation of any such executive officer);

(c) other than in the ordinary course of business consistent with past practice or as contemplated by an annual budget approved by the Board of Directors, the making of any capital expenditures greater than $2 million by the Company and its subsidiaries, on a consolidated basis, in any fiscal year;

(d) other than in the ordinary course of business consistent with past practice, the sale, assignment, transfer, lease, exclusive license, or purchase or other acquisition in any fiscal year of assets greater in value than $1 million in the aggregate;

(e) other than in the ordinary course of business consistent with past practice, the entry into any contract, lease or license that would require or which could reasonably result in payments to or from the Company (or any subsidiary thereof) in excess of $1 million in any fiscal year;

(f) any material change in the Company's or the Surviving Corporation's or their respective subsidiaries' lines of business conducted as of the Effective Time, or any entry into any line of business materially different from those conducted by the Company and its subsidiaries as of the Effective Time;

(g) without limiting Section 9.9 above and other than (w) issuances of New Securities in compliance with Article VII, (x) entry into ordinary course employment arrangements, (y) payments pursuant to the Management Services Agreement or (z) the redemption or exchange of the Preferred Stock in accordance with its terms, any transaction with any stockholder of the Company, or any Affiliate of any such stockholder, with a value in excess of $1 million;

(h) other than in the ordinary course of business consistent with past practice, any settlement, compromise or waiver of any material claims, rights or litigation with a value, or reasonably expected value, in excess of $1 million;

(i) the liquidation, dissolution, voluntary bankruptcy of or act of bankruptcy by the Company or any material subsidiary thereof;

(j) any significant change in the tax or accounting policy or principles of the Company, the Surviving Corporation, or any material subsidiary thereof, except as required by or resulting from a change in generally accepted accounting principles or applicable law;

(k) any certificate of incorporation or bylaw amendment that would violate any rights of the Management Investors set forth herein;

(l) the appointment of legal and investment banking advisors to assist the Company with regulatory, compliance, financing and other matters that do not constitute Fundamental Transactions;

(m) the conduct of the business of the Company and its subsidiaries relating to regulatory and compliance matters; and

(n) any amendment of the Management Services Agreement.

In addition, for so long as the GEI Parties, in the aggregate, beneficially own at least 50% of the number of shares of the Capital Stock beneficially owned by the GEI Parties immediately following the Effective Time, the approval of a majority of the members of the Board of Directors shall be required to retain any investment banking firm, financial advisor or legal counsel to represent the Company or any of its subsidiaries in connection with the issuance by the Company or any of its subsidiaries of securities in a transaction subject to the registration requirements of the Securities Act or exempt from the registration requirements of the Securities Act pursuant to Rule 144A promulgated thereunder, the sale of more than twenty-five percent (25%) of (i) any class of Capital Stock or (ii) the assets, of the Company or any of its subsidiaries, or any leveraged recapitalization of the Company or any of its subsidiaries (collectively, the "Fundamental Transactions"); provided, however, that the approval of a majority of the members of the Board of Directors including the approval of at least one (1) Management Director shall be required to retain Leonard Green & Partners, L.P. or any Affiliate thereof as an investment banking firm or financial advisor in connection with a Fundamental Transaction. For the avoidance of doubt, this Section 9.10 shall apply equally to matters affecting any material subsidiary of the Company, which shall include the Surviving Corporation.

Section 9.11 Information Rights.

(a) The Company shall provide to each GEI Party and each Initial Management Investor (and its applicable Permitted Transferees), for so long as such GEI Party or Initial Management Investor (or its Permitted Transferees), as the case may be, owns any shares of Capital Stock, the following information:

(i) as soon as available, but no later than forty-five (45) days after the end of each quarterly accounting period in each fiscal year of the Company (other than any quarterly accounting period ending on the last day of a fiscal year of the Company), unaudited consolidated statements of income and cash flows of the Company and its consolidated subsidiaries for such quarterly period (as well as unaudited consolidated statements of income of the Company and its consolidated subsidiaries for the period from the beginning of the fiscal year to the end of such quarter) and unaudited consolidated balance sheets of the Company and its consolidated subsidiaries as of the end of such quarterly period (and such financial statements shall set forth in each case comparisons to the Company's and its consolidated subsidiaries' corresponding period in the preceding fiscal year, with an explanation of any material differences between them). Such financial statements shall be prepared in accordance with GAAP, subject to the absence of footnote disclosures and to normal year-end adjustments;

(ii) as soon as available, but no later than ninety (90) days after the end of each fiscal year of the Company, audited consolidated statements of income and cash flows of the Company and its consolidated subsidiaries for such fiscal year, and audited consolidated balance sheets of the Company and its

consolidated subsidiaries as of the end of such fiscal year (and such financial statements shall set forth in each case comparisons to the Company's and its consolidated subsidiaries' corresponding period in the preceding fiscal year), and accompanied by the report of the Company's independent certified public accountants. Such financial statements shall be prepared in accordance with GAAP, but also shall be accompanied by calculations of adjusted EBITDA for such fiscal year, reflecting the same types of adjustments historically reflected in the adjusted EBITDA and related reconciliations in Ivy's earnings releases and related Form 8-K filings, and otherwise excluding the positive or negative impact of any acquisitions effected after the execution of the Merger Agreement, as described in Section 9.10;

(iii)as soon as available, but no later than thirty (30) days after the date of such event, copies of all (i) minutes of the meetings of the Board of Directors of the Company and each of its material subsidiaries (and each committee thereof) and any special or annual meeting of the stockholders of the Company or its material subsidiaries and (ii) actions taken by written consent of the stockholders or the Board of Directors of the Company or its material subsidiaries (and any committees thereof);

(iv) as soon as available, but in no event later than ninety (90) days after the end of each fiscal year of the Company, an annual report of the Company setting forth any payments made (or accrued) with respect to the Preferred Stock, including the then-current liquidation preference of the Preferred Stock and the date and amount of payment of dividends, redemptions or exchanges in accordance with the terms thereof, if any;

(v) upon the reasonable request of a GEI Party or an Initial Management Investor (or its applicable Permitted Transferees), as soon as reasonably practicable, the Company shall provide or grant access to any employee of the Company or its material subsidiaries to respond to the information requests by the requesting party regarding the business or operations of the Company or any of its material subsidiaries; and

(vi) within a reasonable time after such request, such other financial and other information as any GEI Party or an Initial Management Investor (or its applicable Permitted Transferees) may from time to time reasonably request.

(b) All information disclosed by the Company to any GEI Party (or GEI Transferee) or Management Investor (or Permitted Transferee thereof) pursuant to this Agreement shall be confidential information of the Company (other than information which is not proprietary or otherwise is publicly available) and, unless as otherwise provided in this Agreement or consented to by the Board of Directors in writing in advance, shall not be used by the recipients thereof in their respective capacities as stockholders for any purpose other than to monitor and manage their investment in the Company, and shall not be disclosed to any third party other than (i) employees, accountants and attorneys of such recipient to the extent that they are bound by similarly restrictive confidentiality obligations with respect to

such information or (ii) as otherwise permitted pursuant to any other written agreement by and between the Company and the recipient of such confidential information; provided, that the foregoing shall not limit the ability of any such recipient who also is an officer or director of the Company or any subsidiary or Affiliate thereof from receiving and using such information for any proper purpose in such other capacity(ies). The confidentiality and non-disclosure obligations of the parties hereunder shall not apply to the extent that the disclosure of information otherwise determined to be confidential is required by applicable law, regulations, subpoena, civil investigative demand or other process or compulsion, provided, that: (x) to the extent legally permissible or reasonably practicable, prior to disclosing such confidential information, a party shall notify the Company thereof, which notice shall include the basis upon which such party believes the information is required to be disclosed and (y) such party shall, if requested by the Company and at the sole cost and expense of the Company, provide reasonable cooperation with the Company to seek to protect the continued confidentiality thereof.

Section 9.12 Termination. The provisions of this Article IX (other than Section 9.11(b)) shall terminate effective upon a Public Offering Event.

ARTICLE X.

NOTICES

All notices or other communications under this Agreement shall be given in writing and shall be deemed duly given and received on the third full business day following the day of the mailing thereof by registered or certified mail or when delivered personally or sent by facsimile transmission as follows:

(i) if to the Company, at its principal executive offices at the time of the giving of such notice, or at such other address as the Company shall have designated by notice as herein provided to the GEI Parties and the Non-GEI Holders, Attention: Chief Executive Officer;

with a copy to (which copy shall not constitute notice):
Bingham McCutchen LLP
Suite 4400
355 South Grand Avenue
Los Angeles, CA 90071-3106
Attention: John L. Filippone
Facsimile No.: (213) 830-8626

(ii) if to any Non-GEI Holder, at the address of such Non-GEI Holder as set forth on Schedule A hereto or at such other address as such Non-GEI Holder shall have designated by notice as herein provided to the Company, the GEI Parties and the other Non-GEI Holders; and

(iii)if to any GEI Party, to:

Green Equity Investors V, L.P.
11111 Santa Monica Boulevard
Suite 2000
Los Angeles, CA 90025
Attention: John Baumer
Facsimile No.: (310) 954-0404

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

Latham & Watkins LLP
885 Third Avenue
New York, New York 10022
Attention: Howard A. Sobel, Esq.
John Giouroukakis, Esq.
Facsimile No.: (212) 751-4864

or at such other place as the GEI Party shall have designated by notice as herein provided to the Company and the Non-GEI Holders.

ARTICLE XI.

MISCELLANEOUS

Section 11.1 Entire Agreement; Amendments. This Agreement (together with the Voting Agreement and the Contribution Agreements) constitutes the entire agreement of the parties with respect to the collective subject matter hereof and thereof and may not be modified or amended except by a written agreement signed by the Company, the GEI Parties and the Non-GEI Holders from time to time party hereto; provided, however, that any of the provisions of this Agreement (except as hereinafter provided) may be modified, amended or eliminated by agreement of the Company, the GEI Parties and a majority in interest (on the basis of the number of shares of Common Stock then collectively owned by the Management Investors and their respective Permitted Transferees) of all the Management Investors, which agreement shall bind each Non-GEI Holder whether or not such Non-GEI Holder has agreed thereto; provided, further, that no modification or amendment which would materially, adversely and disproportionately change the rights or obligations of any Non-GEI Holder under Articles I, III, IV, V, VII, X or Section 11.1 of this Agreement shall be effective as to such Non-GEI Holder if such Non-GEI Holder shall not have consented in writing thereto. Anything in this Agreement to the contrary notwithstanding, any modification or amendment of this Agreement by a written agreement signed by, or binding upon, any Person shall be valid and binding upon any and all Persons who may, at any time thereafter, have or claim any rights under or pursuant to this Agreement in respect of Capital Stock thereafter acquired from such first Person. Nothing in this Section 11.1 shall be deemed to limit the ability of any party (or its Permitted Transferees) to assign its rights hereunder in the manner and to the extent authorized or permitted hereunder.

Section 11.2 No Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature or in another context. Anything in this

Agreement to the contrary notwithstanding, any waiver, consent or other instrument under or pursuant to this Agreement signed by, or binding upon, any Person shall be valid and binding upon any and all Persons who may, at any time thereafter, have or claim any rights under or pursuant to this Agreement in respect of Capital Stock thereafter acquired from such Person.

Section 11.3 Successors and Assigns; No Third Party Beneficiaries. Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the Company, the GEI Parties, the Non-GEI Holders and their respective heirs, personal representatives, successors and assigns; provided, however, that nothing contained herein shall be construed as granting to any Person the right to Transfer any Capital Stock except in accordance with this Agreement. Except as otherwise provided herein, no party hereto may assign its rights or obligations hereunder except in compliance with all applicable terms hereof and, in the case of an assignment by a Non-GEI Holder (or its Permitted Transferee(s)) that is not otherwise expressly permitted hereunder, without the consent of the GEI Parties for so long as they hold at least 15% of the number of shares of Common Stock beneficially owned by the GEI Parties immediately following the Effective Time. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

Section 11.4 Severability. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other severable provision of this Agreement, and this Agreement shall be carried out as if any such invalid or unenforceable provision were not contained herein.

Section 11.5 Arbitration. Except as otherwise set forth herein, arbitration shall be the exclusive remedy for resolving any dispute or controversy under or pursuant to this Agreement between or among the Company, any of its subsidiaries, any GEI Party, any Management Investor and any other Non-GEI Holder. Such arbitration shall be conducted in Los Angeles, California and accordance with the then most applicable rules of the American Arbitration Association. The arbitrator shall be empowered to grant only such relief as would be available in a court of law. In the event of any conflict between this Agreement and the rules of the American Arbitration Association, the provisions of this Agreement shall be determinative. If the parties are unable to agree upon an arbitrator, they shall select a single arbitrator from a list of seven arbitrators designated by the office of the American Arbitration Association having responsibility for the city in which the Company has its executive office, all of whom shall be retired judges who are actively involved in hearing private cases or members of the National Academy of Arbitrators. If the parties are unable to agree upon an arbitrator from such list, they shall each strike names alternatively from the list, with the first to strike being determined by coin flip or lot. After each party has used three strikes, the remaining name on the list shall be the arbitrator. The fees and expenses of the arbitrator shall initially be borne equally by the parties; provided, however, that each party shall initially be responsible for the fees and expenses of its own representatives and witnesses. Judgment may be entered on the award of the arbitrator in any court having jurisdiction. The prevailing party in the arbitration proceeding, as determined by the arbitrator, and in any enforcement or other court proceedings, shall be entitled to the extent provided by law to reimbursement from the other party for all of the prevailing

party's reasonably incurred costs (including, but not limited to, the arbitrator's compensation), expenses and reasonable attorneys' fees.

Section 11.6 Litigation Expenses. Should any party to this Agreement commence any litigation concerning any provision of this Agreement or the rights and duties of the parties hereunder, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to the reasonable attorneys' fees and court costs reasonably incurred by such prevailing party by reason of such litigation.

Section 11.7 Headings; Interpretation. When a reference is made in this Agreement to a Section, Schedule, Article or Exhibit such reference shall be to a Section, Schedule, Article or Exhibit of this Agreement unless otherwise indicated. The headings contained in this Agreement or in any Exhibit are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein shall have the meaning as defined in this Agreement. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth herein. The word "including" and words of similar import when used in this Agreement will mean "including, without limitation," unless otherwise specified.

Section 11.8 Business Day. For purposes of this Agreement, "business day" means any day other than Saturday, Sunday or a day on which banks in are authorized by law to be closed in Los Angeles, California. In the event any deadline for the taking of any action or delivery of any notice hereunder falls on a day that is not a business day, then such deadline shall be deemed to be extended until 5:00 p.m., Los Angeles, California time, on the next business day.

Section 11.9 Further Actions. Each party hereto shall cooperate and shall take such further action and shall execute and deliver such further documents as may be reasonably requested by any other party in order to carry out the provisions and purposes of this Agreement.

Section 11.10 Spousal Consent. Each individual party hereto who resides in a state that recognizes community property interests or similar marital property interests agrees to cause his or her spouse (and any subsequent spouse) to execute and deliver, upon the request of the Company, a counterpart of this Agreement or an Acknowledgment and Agreement of Spouse attached as Schedule B hereto, or a reasonably equivalent document whereby such spouse acknowledges and agrees to the terms of this Agreement and agrees that such spouse's rights (including any community property rights) shall be subject to the terms of this Agreement.

Section 11.11 Counterparts. This Agreement may be executed by facsimile or PDF signature and in two or more counterparts, all of which when taken together shall be deemed one original.

Section 11.12 Governing Law. This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed and enforced in

accordance with, the laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts or choice of laws principles of the State of Delaware.

Section 11.13 Certain Tax Issues. Each party hereto has reviewed with his, her or its own tax and legal advisors the federal, state, local and foreign tax consequences of acquiring and holding shares of Capital Stock and the transactions contemplated by this Agreement, the Contribution Agreements and the Merger Agreement, each as applicable. Each such party represents that he, she or it is relying solely on such advisors and not on any statements of any other party hereto, the Company or any of their respective agents, employees, representatives or advisors. Each party understands that he, she or it (and not any other party hereto or the Company or any of its subsidiaries or Affiliates) shall be responsible for his, her or its income, capital gains or other tax liability that may arise as a result of such acquiring, holding or disposing of shares of Capital Stock or the transactions contemplated by this Agreement, the Contribution Agreements and the Merger Agreement, each as applicable.

Section 11.14 Employees. Neither the ownership of Capital Stock nor any provision contained in this Agreement shall entitle any Person to obtain employment with or remain in the employment of the Company or any of its subsidiaries or Affiliates or affect any right the Company or any subsidiary or Affiliate of the Company otherwise may have to terminate the Person's employment, pursuant to an applicable employment agreement or as otherwise may be permitted under applicable law.

Section 11.15 No Presumption Against Drafting Party. Each of the parties hereto acknowledges that it has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement, that it and its advisors have had the opportunity to review, comment upon, and otherwise participate materially in the drafting of this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

Section 11.16 Indemnification.

Any director, officer, employee or agent of the Company entitled to indemnification, advancement of expenses and/or insurance, pursuant to this Agreement, the Certificate of Incorporation of the Company or the By-Laws of the Company and that is an officer, employee, partner or advisor of Leonard Green & Partners, L.P., GEI, GEI Side or their affiliates (collectively "LGP" and each such person, a "LGP Indemnitee"), may have certain rights to indemnification, advancement of expenses and/or insurance provided by or on behalf of LGP and/or their Affiliates (collectively, the "Fund Indemnitors"). Notwithstanding anything to the contrary in this Agreement, the Certificate of Incorporation of the Company or the By-Laws of the Company or otherwise: (i) the Company is the indemnitor of first resort (i.e., the Company's obligations to each LGP Indemnitee are primary and any obligation of the Fund Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by each LGP Indemnitee are secondary), (ii) the Company will be required to advance the full amount of expenses incurred by each LGP Indemnitee and will be liable for the full amount of all liabilities, expenses, judgments, penalties, fines and amounts paid in settlement to the extent

legally permitted and required by this Agreement, without regard to any rights each LGP Indemnitee may have against the Fund Indemnitors, and (iii) the Company irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. Notwithstanding anything to the contrary in this Agreement, the Certificate of Incorporation of the Company or the By-Laws of the Company or otherwise, no advancement or payment by the Fund Indemnitors on behalf of a LGP Indemnitee with respect to any claim for which such LGP Indemnitee has sought indemnification or advancement of expenses from the Company will affect the foregoing and the Fund Indemnitors will have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such LGP Indemnitee against the Company. The Fund Indemnitors are express third-party beneficiaries of the terms of this Section 11.16.

[Signature Pages Follow]

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

IVY HOLDINGS INC.

By: _____
Name: Alyse Wagner
Title: Vice President, Treasurer and Secretary

GREEN EQUITY INVESTORS V, L.P.
By: GEI Capital V, LLC, its general partner

By: _____
Name: John Baumer
Title: Senior Vice President

GREEN EQUITY INVESTORS SIDE V, L.P.
By: GEI Capital V, LLC, its general partner

By: _____
Name: John Baumer
Title: Senior Vice President

EXHIBIT A

SIGNATURE PAGE
TO THE
STOCKHOLDERS AGREEMENT

By execution of this signature page, _____ hereby agrees to become a party to, to be bound by the obligations under and receive the benefits of that certain Stockholders Agreement dated as of December 15, 2010, by and among Ivy Holdings Inc., a Delaware corporation, the GEI Parties as defined therein and the Management Investors as defined therein, as amended from time to time thereafter, and shall be deemed to be an "Other Management Investor," for all purposes thereunder.

By: _____
Name:
Title:

Notice Address:

Schedule B

Acknowledgment and Agreement of Spouse

Reference is made to the Stockholders Agreement (the "Agreement"), dated as of December [15], 2010, by and among Ivy Holdings Inc., a Delaware corporation (the "Company"), Green Equity Investors V, L.P., a Delaware limited partnership, Green Equity Investors Side V, L.P., a Delaware limited partnership and the Management Investors (as defined therein). The undersigned, being the spouse of _____, hereby agrees to be bound by the provisions of the Agreement to the same extent as [his/her] spouse.

By: _____
Name: _____