[Company Name]

Limited Liability Company Agreement

Dated as of

[_____], 2012

TABLE OF CONTENTS

[Company Name]

Limited Liability Company Agreement

This Limited Liability Company Agreement (this "Agreement") is entered as of [_____], 2012, by and among [Company Name] (the "LLC") and the persons identified as the Members on Schedule A attached hereto (such persons and their respective successors being hereinafter referred to individually as a "Member", or collectively as the "Members").

WHEREAS, pursuant to the terms of that certain securities purchase agreement (the "Subscription Agreement") dated as of the date hereof, by and among the LLC and certain Members (each, an "Investor" and collectively, the "Investors"), the Investors are acquiring 7,915,116 Series A Preferred Units.

WHEREAS, pursuant to the terms of that certain asset purchase agreement (the "Purchase Agreement") dated as of the date hereof, by and among [Company Name] (the "Company"), [Company Name], LLC ("[Company] LLC") and the sellers listed therein, [Company] LLC is purchasing all of the assets of the Company.

WHEREAS, the Members desire to adopt and approve this Agreement for the LLC to provide for the issuance of Units (as defined below), the governance of the LLC, the conduct of the business and affairs of the LLC, and to specify the relative rights and obligations of the Members.

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

ARTICLE 1 - DEFINITIONS AND ORGANIZATION AND POWERS

1.01 DEFINITIONS. Terms not otherwise defined herein shall have the following meanings:

(a) An "Affiliate" of any Person means (i) a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the first mentioned Person and (ii) a liquidating trust formed by such Person or by a group including such Person. An Affiliate of a collective investment vehicle shall also include (x) any other collective investment vehicle that is managed or advised by the same Person or by an Affiliate of said Person and any members or partners of such investment vehicle and (y) any limited partner, member, stockholder or other equity holder of such collective investment vehicle. A Person shall be deemed to control another Person if such first Person possesses directly or indirectly the power to direct, or cause the direction of, the management and policies of the second Person, whether through the ownership of voting securities, by contract or otherwise.

(b) "Acquisition" means the acquisition by [Company] LLC of the assets of the Company.

(c) "Common Units" means the Common Units of the LLC.

(d) "Expenses" means all expenses, including attorneys' fees and disbursements, actually and reasonably incurred in defense of a proceeding or in seeking indemnification under

Article 5, and except for proceedings by or in the right of the LLC or alleging that an Indemnified Party received an improper personal benefit, any judgments, awards, fines, penalties and reasonable amounts paid in settlement of a proceeding.

(e) "Indemnified Party" includes (i) a person serving as an Officer of the LLC or in a similar executive capacity appointed by the Board and exercising rights and duties delegated by the Board, (ii) a person serving at the request of the LLC as a director, manager, officer, employee or other agent of another organization, (iii) any person who formerly served in any of the foregoing capacities, and (iv) the Directors and their affiliates.

(f) "Majority Interest" means the Members holding a majority of the then outstanding Series A Preferred Units and Vested Common Units, voting together as a single class.

(g) "Person" means an individual, a corporation, a partnership, a joint venture, a trust, an unincorporated organization, a limited liability company, a government and any agency or political subdivision thereof.

(h) "Preferred Units" means, the Series A Preferred Units.

(i) "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and any claim which could be the subject of a proceeding.

(j) "QPO" means the LLC's (or that of any Affiliate or the Successor Corporation) first underwritten public offering pursuant to an effective registration statement under the Securities Act, covering the offering and sale of Units or common stock in the Successor Corporation (i) at a price per Unit or share of common stock of not less than $50.00 (appropriately adjusted for splits, dividends, combinations, recapitalizations and the like of the Units), (ii) with respect to which the LLC or the Successor Corporation receives aggregate net proceeds attributable to sales for the account of the LLC or the Successor Corporation (after deduction of underwriting discounts and commissions) of not less than $50 million, and (iii) with respect to which such Units or common stock is listed for trading on either the New York Stock Exchange or the NASDAQ National Market.

(k) "Sale Event" means (a) a transaction or series of related transactions in which a Person, or a group of related Persons, acquires from Members of the LLC Units representing more than fifty percent (50%) of the outstanding voting power of the LLC (a "Unit Sale"), (b) any merger or consolidation of the LLC or [Company] LLC into or with another entity (except one in which the holders of Units of the LLC immediately prior to such merger or consolidation continue to hold at least a majority of the voting power of the Units or other capital stock of the surviving entity) or (C) any sale of all or substantially all of the assets of the LLC or [Company] LLC.

(l) "Series A Preferred Units" means the Series A Preferred Units of the LLC.

(m) "Series A Preferred Unreturned Contributions" means, with respect to each Series A Preferred Unit, as of the date of determination, the Total Capital Contribution (as set forth in Schedule A) of a Member (and such Member's predecessors in interest) with respect to such Series A Preferred Unit less aggregate distributions to such Member pursuant to Section 8.01(a)(ii) in respect of such Series A Preferred Unit from the applicable date of issuance until the applicable date of determination.

(n) "Series A Unpaid Preferred Return" means, with respect to each Series A Preferred Unit for any period, an amount equal to six percent (6%) per annum (accruing daily and compounding quarterly) on the Series A Preferred Unreturned Contributions and any Series A Unpaid Preferred Return of each Member, less aggregate distributions to each such Member pursuant to Section 8.01(a)(i).

(o) "Series A Majority Interest" means the Members holding a majority of the then outstanding Series A Preferred Units.

(p) "Successor Corporation" means the corporation, if any, which succeeds the LLC in connection with a QPO pursuant to the application of Section 11.05.

(q) "Transfer" means any direct or indirect transfer, donation, sale, assignment, pledge, hypothecation, grant of a security interest in or other disposal or attempted disposal of all or any portion of a security, any interest or rights in a security, or any rights under this Agreement. "Transferred" means the accomplishment of a Transfer, and "Transferee" means the recipient of a Transfer.

(r) "Units" means, collectively, the Common Units and the Series A Preferred Units.

(s) "Unvested Common Units" means Common Units which are not yet vested pursuant to the application of the vesting provisions set forth in Schedule B hereto.

(t) "Vested Common Units" means Common Units which are vested pursuant to the application of the vesting provisions set forth in Schedule B hereto.

1.02 ORGANIZATION. The LLC has been formed by the filing of its Certificate of Formation (as the same may be amended, the "Certificate") with the Delaware Secretary of State on [_____], 2012 pursuant to the Delaware Limited Liability Company Act (6 Del.C § 18-101, et seq.) (as amended from time to time, the "Act"). The registered agent and registered office of the LLC in Delaware shall initially be [Address in Delaware]. The Certificate of Formation may be restated by an Executive Officer (as defined in Section 4.01), with the approval of the Board of Directors of the LLC (the "Board"), as provided in the Act or amended by an Executive Officer with respect to the address of the registered office of the LLC in Delaware and the name and address of its registered agent in Delaware or to make corrections required by the Act.

1.03 PURPOSES AND POWERS. The principal business activity and purpose of the LLC shall initially be to hold all of the equity securities of [Company] LLC and any business related thereto or useful in connection therewith. The LLC shall have authority to engage in any other lawful business, purpose or activity permitted by the Act, and it shall possess and may exercise all of the powers and privileges granted by the Act or which may be exercised by any person, together with any powers incidental thereto, so far as such powers or privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the LLC, including without limitation the following powers:

(a) to conduct its business and operations in any state, territory or possession of the United States or in any foreign country or jurisdiction;

(b) to purchase, receive, take, lease or otherwise acquire, own, hold, improve, maintain, use or otherwise deal in and with, sell, convey, lease, exchange, transfer or otherwise

dispose of, mortgage, pledge, encumber or create a security interest in all or any of its real or personal property, or any interest therein, wherever situated;

(c) to borrow or lend money or obtain or extend credit and other financial accommodations, to invest and reinvest its funds in any type of security or obligation of or interest in any public, private or governmental entity, and to give and receive interests in real and personal property as security for the payment of funds so borrowed, loaned or invested;

(d) to make contracts, including contracts of insurance, incur liabilities and give guaranties, whether or not such guaranties are in furtherance of the business and purposes of the LLC, including without limitation, guaranties of obligations of other persons who are interested in the LLC or in whom the LLC has an interest;

(e) to appoint one or more managers of the LLC, to employ officers, employees, agents and other persons, to fix the compensation and define the duties and obligations of such personnel, to establish and carry out retirement, incentive and benefit plans for such personnel, and to indemnify such personnel to the extent permitted by this Agreement and the Act; and

(f) to institute, prosecute, and defend any legal action or arbitration proceeding involving the LLC, and to pay, adjust, compromise, settle, or refer to arbitration any claim by or against the LLC or any of its assets.

1.04 PRINCIPAL PLACE OF BUSINESS. The principal office and place of business of the LLC shall be [Company Address]. The Board may change the principal office or place of business of the LLC at any time and may cause the LLC to establish other offices or places of business in various jurisdictions and appoint agents for service of process in such jurisdictions.

1.05 FISCAL YEAR. The fiscal year of the LLC shall be the calendar year or such other fiscal year as may be designated by the Board (the "Fiscal Year") or required under the Internal Revenue Code of 1986, as amended (the "Code").

1.06 QUALIFICATION IN OTHER JURISDICTIONS. The Executive Officer(s) shall cause the LLC to be qualified or registered under applicable laws of any jurisdiction in which the LLC transacts business and shall be authorized to execute, deliver and file any certificates and documents necessary to effect such qualification or registration, including without limitation, the appointment of agents for service of process in such jurisdictions.

ARTICLE 2 - MEMBERS

2.01 MEMBERS. The initial Members of the LLC and their addresses shall be listed on Schedule A and said schedule shall be amended from time to time to reflect the withdrawal of Members and the admission of additional Members pursuant to this Agreement. The Members shall constitute a single class or group of members of the LLC for all purposes of the Act, unless otherwise explicitly provided herein. The Executive Officer(s) shall notify the Members of changes in Schedule A which shall constitute the record list of the Members for all purposes of this Agreement and the Executive Officer(s) shall provide a copy of Schedule A to any Member upon request.

2.02 UNITS. In General. The Members shall have no interest in the LLC other than the interest conferred by this Agreement representing, with respect to any Member at any particular time, that Member's Units. Every Member by virtue of having become a Member shall be held to have expressly assented and agreed to the terms hereof and to have become a party hereto. Ownership

of a Unit shall not entitle a member to any title in or to the whole or any part of the property of the LLC or right to call for a partition or division of the same or for an accounting.

(b) Initial Designation of Units. The LLC is initially authorized to have two (2) classes of Units, designated as Common Units and Series A Preferred Units. The LLC is authorized to issue up to the following number of Units: (i) 7,915,116 Series A Preferred Units and (ii) 3,728,626 Common Units (including the 335,576 Common Units that may be issued to the sellers pursuant to the Purchase Agreement). Subject to Section 2.05(b), the Board has the exclusive authority to (i) issue Units and to authorize additional Units for issuance and (ii) adopt an equity incentive plan to issue Common Units to employees, directors or consultants of the LLC pursuant to the terms of this Agreement (including Schedule B hereto). Any Common Units held by [Principal Name] or other employees, directors or consultants of the LLC shall initially be designated as either Unvested Common Units or Vested Common Units as more fully set forth on Schedule B hereto and shall be subject to the vesting provisions set forth thereon.

(c) Initial Capital Contribution. Each Investor and each other Member has made the initial capital contribution set forth opposite his, her or its name and as allocated among Units on Schedule A attached hereto (each, an "Initial Capital Contribution").

(d) No Reduction in Member's Units. Except as otherwise provided in this Agreement (including Schedule B hereto), the Equity Incentive Plan (if any) or any award thereunder, the number of Units held by a Member shall not be reduced without such Member's consent.

(e) Additional Units. Unless otherwise designated by the Board, Units issued after the date hereof ("Additional Units") are intended to be a "profits interest" for U.S. federal income tax purposes. In furtherance of such intent, notwithstanding any provision in this Agreement to the contrary: (i) no items of income, gain, loss, deduction or credit shall be allocated to any Member in respect of such Member's Additional Units to the extent such items relate to any unrealized income, gain, loss, deduction or credit of the LLC as of the issuance date of such Additional Units; (ii) distributions by the LLC to any Member in respect of such Member's Additional Units shall be limited to the minimum extent necessary to be consistent with the treatment of such Additional Units as a "profits interest" for U.S. federal income tax purposes; and (iii) the Board shall consult with the LLC's legal and tax advisors to determine the manner in which allocations and distributions should be made by the LLC in respect of Additional Units, and absent manifest error, the Board's determination shall be final and binding on all parties. Each grant of Additional Units will include an affirmative statement including language substantially conforming to the following: "Grantee hereby agrees and acknowledges that the Profits Interest granted hereunder represents a profits interest in the LLC (as described in Revenue Procedure 93-27, 1993-2 C.B. 343) and no initial capital interest. Once vested, the Common Units underlying the Profits Interests shall be entitled to distributions in accordance with the provisions of Article VIII of the LLC Agreement, and the Common Units underlying the Profits Interests that are unvested shall not have any voting rights with respect to the LLC and shall not be entitled to distributions in accordance with the provisions of Article VIII of the LLC Agreement. For the avoidance of doubt, Grantee hereby acknowledges and agrees that (i) the distributions to which the Grantee (or its permitted transferees) will be entitled to shall be determined (a) taking into account that such Common Units are "profits interest" for purposes of Revenue Procedure 93-27, 1993-2 C.B. 343 and (b) based on a benchmark amount with respect to each such Common Unit underlying the Profits Interest that shall result in each such Common Unit being treated as a "profits interest" for purposes of Revenue Procedure 93-27, 1993-2 C.B. 343 as of the date of such Common Unit is issued (the "Benchmark Amount"), and (ii) once

Common Units underlying this Profits Interest become Vested Shares, holders of such shares shall only be entitled to distributions pursuant to Section 8.01(a) of the LLC Agreement or otherwise if, and only to the extent that, (x) Common Units are entitled to distributions under Section 8.01(a) of the LLC Agreement and (y) the value per Common Unit exceeds the Benchmark Amount of $_____." In connection with any such grant of Additional Units, the Board shall determine the applicable Benchmark Amount.

2.03 INTENTIONALLY OMITTED.

2.04 ACTION BY MEMBERS. No annual meeting of Members is required to be held. Any action required or permitted to be taken at any meeting of Members may be taken without a meeting if one or more written consents to such action shall be signed by the Members holding the amount of Units required to approve the action being taken. Such written consents shall be delivered to the Executive Officer(s) at the principal office of the LLC and, unless otherwise specified, shall be effective on the date when the first consent is so delivered. The Executive Officer(s) shall give prompt notice to all Members who did not consent to any action taken by written consent of Members without a meeting.

2.05 VOTING RIGHTS.

(a) Unless otherwise required by the Act or specified elsewhere in this Agreement, all actions, approvals and consents to be taken or given by the Members under the Act, this Agreement or otherwise shall require the affirmative vote or the written consent of a Series A Majority Interest.

(b) Notwithstanding anything to the contrary in this Agreement, the LLC shall not take and shall restrict its direct and indirect subsidiaries ("Subsidiary" or "Subsidiaries") from taking any of the following actions directly or indirectly without the prior approval of a Majority Interest:

(i) entering into any transactions with one or more Affiliates or changes to the LLC's governing documents, including without limitation its operating agreement, adversely affecting the rights, privileges or preferences of the Preferred Units, or the adoption of any new, or amendments to any existing, equity compensation plans or arrangements, or changing the size, powers or composition of the Board;

(ii) authorizing, incurring or issuing any capital stock or debt (including any guarantees, debts, liens or leases) with rights or preferences senior or pari passu with the Preferred Units, or effecting an initial public offering, or entering into any related agreements, including negative pledges; and

(iii) declaring or paying any dividend or distribution, or the redemption or acquisition of any Units of the LLC, other than distributions pursuant to and in accordance with the terms hereof.

(c) Notwithstanding anything to the contrary in this Agreement, the LLC shall not take and shall restrict its Subsidiaries from taking any of the following actions directly or indirectly without the prior approval of the Board, including all of the then serving Investor Directors:

(i) authorizing or effecting any business combination, acquisition, disposition of material assets, merger or other liquidation event, or initiating any material

litigation or related proceeding, or materially changing the nature of the business of the LLC or any of its Subsidiaries;

(ii) authorizing or effecting any change to senior management or adopting or amending any non-equity compensation plans or arrangements;

(iii) executing, amending or modifying any material contract or agreement with payments to or by the LLC or its Subsidiaries in excess of $50,000 individually or in the aggregate; and

(iv) entering into any settlement or other decision with respect to any litigation, arbitration, mediation, investigation, administrative matter or similar proceeding (including any bankruptcy proceeding in which the LLC has an interest).

2.06 LIMITATION OF LIABILITY OF MEMBERS. Except as otherwise provided in the Act, no Member of the LLC shall be obligated personally for any debt, obligation or liability of the LLC or of any other Member, whether arising in contract, tort or otherwise, solely by reason of being a Member of the LLC. Except as otherwise provided in the Act, by law or expressly in this Agreement, no Member shall have any fiduciary or other duty to another Member with respect to the business and affairs of the LLC, and no Member shall be liable to the LLC or any other Member for acting in good faith reliance upon the provisions of this Agreement. No Member shall have any responsibility to restore any negative balance in its Capital Account (as defined in Section 7.01) or to contribute to or in respect of the liabilities or obligations of the LLC or return distributions made by the LLC except as required by the Act or other applicable law; provided, however, that Members are responsible for their failure to make required capital contributions under Section 7.02. The failure of the LLC to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for making its Members, Directors, manager, or Officers responsible for any liability of the LLC.

2.07 AUTHORITY. Unless specifically authorized by the Board, a Member that is not also an Executive Officer shall not be an agent of the LLC or have any right, power or authority to act for or to bind the LLC or to undertake or assume any obligation or responsibility of the LLC or of any other Member.

2.08 NO RIGHT TO WITHDRAW. Except as set forth in Article 9 with respect to Transfers of Units, no Member shall have any right to resign or withdraw from the LLC without the consent of the Board and a Majority Interest. No Member shall have any right to receive any distribution or the repayment of its capital contribution, except as provided in Article 8 and Article 10.

2.09 RIGHTS TO INFORMATION. Members shall have the right to receive from the Executive Officer(s) upon request a copy of the Certificate and of this Agreement, as amended from time to time, and such other information regarding the LLC as is required by the Act, subject to reasonable conditions and standards established by the Board or Executive Officer(s) as permitted by the Act, which may include, without limitation, withholding of, or restrictions on, the use of confidential information.

2.10 NO APPRAISAL RIGHTS. No Member shall have any right to have its interest in the LLC appraised and paid out under the circumstances provided in Section 18-210 of the Act, or under any other circumstances.

2.11 COMPLIANCE WITH SECURITIES LAWS AND OTHER LAWS AND OBLIGATIONS. Each Member hereby represents and warrants to the LLC and acknowledges that (a) it has such knowledge and

experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the LLC and making an informed investment decision with respect thereto, (b) it is able to bear the economic and financial risk of an investment in the LLC for an indefinite period of time and understands that it has no right to withdraw and have its interest repurchased by the LLC, (c) it is acquiring an interest in the LLC for investment only and not with a view to, or for resale in connection with, any distribution to the public or public offering thereof, (d) it understands that the equity interests in the LLC have not been registered under the securities laws of any jurisdiction and cannot be disposed of unless they are subsequently registered and/or qualified under applicable securities laws and the provisions of this Agreement have been complied with, and (e) if it is an entity, the execution, delivery and performance of this Agreement does not require it to obtain any consent or approval that has not been obtained and does not contravene or result in a default under any provision of any existing law or regulation applicable to it, any provision of its charter, by-laws or other governing documents (if applicable) or any agreement or instrument to which it is a party or by which it is bound.

2.12 REPORTS.

(a) The LLC shall furnish to each Investor, within 120 days after the end of each Fiscal Year, a consolidated balance sheet of the LLC and its Subsidiaries, if any, as of the end of such Fiscal Year and the related consolidated statements of income, stockholders' equity and cash flows for the Fiscal Year then ended, prepared in accordance with generally accepted accounting principles ("GAAP") and certified by a firm of independent public accountants of recognized regional standing selected by the Board.

(b) The LLC shall furnish to each Investor, within 45 days after the end of each of the first three (3) quarters of each Fiscal Year, a consolidated balance sheet of the LLC and its Subsidiaries, if any, as of the end of such quarter and the related consolidated statements of income, stockholders' equity and cash flows for the fiscal quarter then ended, prepared in accordance with GAAP (except that such financial statements may (i) be subject to normal year-end audit adjustments and (ii) not contain all notes thereto that may be required in accordance with GAAP).

(c) The LLC shall furnish to each Investor, as soon as practicable, but in any event within 45 days following the end of each Fiscal Year, a budget for the applicable Fiscal Year, prepared on a quarterly basis, including balance sheets, income statements, and statements of cash flow for such quarters and, promptly after prepared, any other budgets or revised budgets prepared by the LLC.

2.13 INSPECTION. The LLC shall permit and cause each of its Subsidiaries to permit the Investors and such persons as such Investor may designate, at such Investor's expense, to (a) visit and inspect any of the properties of the LLC and its Subsidiaries, examine their books and take copies and extracts therefrom, discuss the affairs, finances and accounts of the LLC and its Subsidiaries with their officers, employees and public accountants (and the LLC hereby authorizes said accountants to discuss with such Investor and such designees such affairs, finances and accounts), and (b) consult with the management of the LLC and its Subsidiaries as to their affairs, finances and accounts, in each case, all at reasonable times and upon reasonable notice during normal business hours.

2.14 ADMISSION OF NEW MEMBERS. The LLC, with the consent of the Board and subject to the rights of Members contained in this Agreement, is authorized to offer and sell, or cause to be offered and sold, additional Units and to exchange or cause to be exchanged additional Units for securities or other property both in accordance with the provisions hereof and to admit additional persons to the LLC as Members who may participate in the profits, losses, distributions, allocations and capital contributions

of the LLC upon such terms as are established by the Board, which may include the authorization and issuance of additional Units or the designation and issuance of new classes of units or the establishment of classes or groups of one or more Members having different relative rights, powers and duties, including without limitation, rights and powers that are superior to those of existing Members, or the right to vote as a separate class or group on specified matters, by amendment of this Agreement under Section 11.04. The Board may establish eligibility requirements for admission of a subscriber as a Member and refuse to admit any subscriber that fails to satisfy such eligibility requirements. New Members shall be admitted at the time when all conditions to their admission have been satisfied, as determined by the Board, and their identity and Units (including their Capital Commitment (as defined in Section 7.02), if any), as applicable, have been established by amendment of Schedule A.

2.15 CONFIDENTIALITY. As used herein, "Confidential Information" means all confidential or proprietary information about the Company, its direct and indirect subsidiaries or any of their respective Affiliates and businesses, including, without limitation, financial statements, reports, and this Agreement, and any confidential or proprietary information about the Company, its subsidiaries or any of their respective businesses to which a Member is provided access. Each Member agrees to use such Confidential Information solely for purposes reasonably related to such Member's investment in the Company, and to maintain all Confidential Information in the strictest confidence and not to disclose Confidential Information to any Person other than its fiduciaries, agents or advisors who are subject to obligations of confidentiality at least as restrictive with respect to disclosure and use as the provisions of this Section 2.15. Each Member also may disclose Confidential Information to the extent necessary in order to comply with any law, order, regulation, ruling or governmental request applicable to such Member. A Member's obligation hereunder shall not apply to any Confidential Information that becomes publicly available through no fault or act of the Member or the disclosure of which is required by a court or governmental authority or otherwise required by law.

ARTICLE 3 - BOARD

3.01 BOARD COMPOSITION. The Board shall initially consist of up to five (5) persons (the "Directors"), who shall be elected by a Majority Interest. Each Member agrees that such Member will vote all of its Units at each election of Directors in favor of (i) one (1) person nominated by the holders of a majority of the Common Units who shall initially be [Principal Name], for so long as he is employed by the LLC or its Subsidiaries (the "Management Director"), (ii) for so long as [Significant Investor] holds at least one-third of the Units issued to it as of the date hereof (appropriately adjusted for splits, dividends, combinations, recapitalizations and the like of the Units), one (1) person nominated by [Significant Investor], who shall initially be [Board Member], (iii) two (2) persons nominated by a Series A Majority Interest, who shall initially be [Board Member] and [Board Member]and (v) one (1) person nominated jointly by a majority of the Common Units and by a Series A Majority Interest, who shall initially be [Board Member](the parties referred to in subclauses (ii) and (iii) are referred to herein as the "Investor Directors"). To extent that the Board establishes any committees or subcommittees of the Board, each Investor Director will have the right to serve on each such committee or subcommittee.

3.02 REMOVAL; VACANCIES. Each Member agrees to vote all of its Units for the removal of any Director upon the request of the party then entitled to nominate such Director as set forth in Section 3.01 above, and for the election to the Board of a substitute designated by such party in accordance with the provisions hereof. Each Member further agrees to vote all of its Units in such manner as shall be necessary or appropriate to ensure that any vacancy on the Board occurring for any reason shall be filled only in accordance with the provision of this Article 3.

3.03 BOARD; GENERAL.

(a) The Directors are deemed to be the managers of the LLC; provided, however, that any action to be taken by the Directors as managers of the LLC shall be taken by the Board only as provided herein and the Board itself shall have all of the rights, powers and obligations of a "manager" of the LLC as provided in the Act and as otherwise provided by law. The Directors may delegate, and as set forth in this Agreement shall have delegated, any or all of such rights, powers and obligations to the Executive Officers (as defined in Section 4.01) of the LLC.

(b) The Board may adopt such procedures as it may deem appropriate to make decisions regarding use or investment of the LLC's capital, authorization of capital calls, budget of the LLC, the election of board seats of all portfolio companies in which the LLC invests, financings, dispositions of the LLC's assets and other LLC business. The Board will meet at least quarterly, at mutually convenient times, to discuss such matters pertaining to the LLC as the Board may request. Unless otherwise required by the Act or specified elsewhere in this Agreement, all actions taken by the Board shall be taken by majority vote at a meeting of the Board or by written consent of a majority of the Directors at that time. Persons other than the Chief Executive Officer and Directors may attend meetings of the Board from time to time in the discretion of the Board on such terms as the Board may require.

(c) Notice of any meeting of the Board shall be given to each Director by the Secretary, the Officer or one of the Directors calling the meeting. Notice shall be duly given to each Director (i) by giving notice to such Director in person or by telephone at least two (2) days in advance of the meeting, (ii) by sending an e-mail, a telegram or telex, or delivering written notice by hand, to his last known business or home address at least two (2**)** days in advance of the meeting, or (iii) by mailing written notice to this last known business or home address at least five (5) days in advance of the meeting. A notice or waiver of notice of a meeting of the Board need not specify the purposes of the meeting. Any Director attending a meeting shall be deemed to have waived notice of such meeting.

(d) Directors or any members of any committee designated by the Board may participate in a meeting of the Board or such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

3.04 LIMITATION OF LIABILITY OF BOARD. Except as otherwise provided in the Act, no Director of the LLC shall be obligated personally for any debt, obligation or liability of the LLC or of any other Member, whether arising in contract, tort or otherwise, solely by reason of being a Director. Except as otherwise provided in the Act, by law or expressly in this Agreement, no Director shall have any fiduciary or other duty to another Member with respect to the business and affairs of the LLC, and no Director shall be liable to the LLC or any other Member for acting in good faith reliance upon the provisions of this Agreement. No Director shall be personally liable to the LLC or to its Members for acting in good faith reliance upon the provisions of this Agreement, or for breach of any fiduciary or other duty that does not involve (i) acts or omissions in bad faith or which involve intentional misconduct or a knowing violation of law; or (ii) a transaction from which the Director derived an improper personal benefit. The failure of the LLC to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for making the Directors responsible for any liability of the LLC.

3.05 EXPENSES. The LLC shall reimburse all Directors for travel and reasonable expenses associated with Board responsibilities or any committee thereof.

ARTICLE 4 - MANAGEMENT

4.01 OFFICERS. The business of the LLC shall be managed under the direction of the Board (and the Board shall be deemed to be the manager of the LLC as set forth in Section 3.03 hereof) who may exercise all the powers of the LLC, except as provided by law or this Agreement. The Board shall have the discretion to determine the duties of one or more of the following officers of the LLC: a Chief Executive Officer, a President, a Chief Operating Officer, a Chief Financial Officer, one or more Vice-Presidents, a Secretary, a Treasurer, one or more Assistant Secretaries and one or more Assistant Treasurers (each individually an "Officer" and, collectively the "Officers") and shall have the authority to delegate any or all of its duties as manager to certain of such Officers (the "Executive Officers"). The initial President and Chief Executive Officer of the LLC and [Company], LLC shall be [Principal Name]. Management of the LLC shall be the full-time business activity of any Executive Officer, subject to Section 6.02 hereof.

4.02 QUALIFICATION. The Officers may, but are not required to, be Members and shall hold office until their death, resignation or removal.

4.03 RELIANCE BY THIRD PARTIES. Any person dealing with the LLC, the Executive Officers or any Member may rely upon a certificate signed by any Executive Officer as to (i) the identity of any Officer or Member; (ii) any factual matters relevant to the affairs of the LLC; (iii) the persons who are authorized to execute and deliver any document on behalf of the LLC; or (iv) any action taken or omitted by the LLC, the Officers or any Member.

4.04 COMPENSATION. The Officers shall receive such compensation for their services and benefits as may be approved from time to time by the Board. In addition, the Officers shall be entitled to reimbursement for out-of-pocket expenses incurred in managing and conducting the business and affairs of the LLC.

4.05 LIMITATION OF LIABILITY OF OFFICERS. No Officer shall be obligated personally for any debt, obligation or liability of the LLC or of any Member, whether arising in contract, tort or otherwise, solely by reason of being or acting as an Officer of the LLC. No Officer shall be personally liable to the LLC or to its Members for acting in good faith reliance upon the provisions of this Agreement, or for breach of any fiduciary or other duty that does not involve (i) a breach of the duty of loyalty to the LLC or its Members, (ii) acts or omissions not in good faith or intentional misconduct or a knowing violation of law; or (iii) a transaction from which the Officer derived an improper personal benefit.

ARTICLE 5 - INDEMNIFICATION

5.01 OFFICER/DIRECTOR INDEMNIFICATION. Except as limited by law and subject to the provisions of this Article, the LLC shall indemnify each Indemnified Party against all expenses incurred by them in connection with any proceeding in which an Indemnified Party is involved as a result of serving in such capacity, except that no indemnification shall be provided for an Indemnified Party regarding any matter as to which it shall be finally determined (i) that said Indemnified Party did not act in good faith and in the reasonable belief that such Indemnified Party's action was in the best interests of the LLC, or (ii) with respect to a criminal matter, that said Indemnified Party had reasonable cause to believe that such Indemnified Party's conduct was unlawful. Subject to the foregoing limitations, such indemnification may be provided by the LLC with respect to a proceeding in which it is claimed that an Indemnified Party received an improper personal benefit by reason of its position, regardless of whether

the claim arises out of the Indemnified Party's service in such capacity, except for matters as to which it is finally determined that an improper personal benefit was received by the Indemnified Party.

5.02 AWARD OF INDEMNIFICATION. An Indemnified Party may only be determined to be ineligible for indemnification if a determination is made by independent legal counsel appointed by the Board that indemnification of such Indemnified Party would be a violation of law or inconsistent with the provisions of Section 5.01.

5.03 SUCCESSFUL DEFENSE. Notwithstanding any contrary provisions of this Article 5, if an Indemnified Party has been wholly successful on the merits in the defense of any proceeding in which it was involved by reason of its position as an Indemnified Party or as a result of serving in such capacity (including termination of investigative or other proceedings without a finding of fault on the part of the Indemnified Party), the Indemnified Party shall be indemnified by the LLC against all Expenses incurred by the Indemnified Party in connection therewith.

5.04 ADVANCE PAYMENTS. Except as limited by law or the provisions of this Article 5, expenses incurred by an Indemnified Party in defending any proceeding, including a proceeding by or in the right of the LLC, may be paid by the LLC to the Indemnified Party in advance of final disposition of the proceeding. The LLC may require that such Indemnified Party execute a written undertaking to repay the amount of any advance if the Indemnified Party is determined pursuant to this Article 5 or adjudicated to be ineligible for indemnification. Any such undertaking by an Indemnified Party shall be an unlimited general obligation of the Indemnified Party, need not be secured and may be accepted without regard to the financial ability of the Indemnified Party to make repayment. No advance payment of expenses shall be made if it is determined pursuant to Section 5.02 on the basis of the circumstances known at the time (without further investigation) that the Indemnified Party is ineligible for indemnification.

5.05 INSURANCE. The LLC shall have power to purchase and maintain insurance on behalf of any Indemnified Party, agent or employee against any liability or cost incurred by such person in any such capacity or arising out of its status as such, whether or not the LLC would have power to indemnify against such liability or cost. The LLC shall purchase director and officer indemnification insurance in amounts and on terms satisfactory to the Board.

5.06 EMPLOYEE BENEFIT PLAN. If the LLC sponsors or undertakes any responsibility as a fiduciary with respect to an employee benefit plan, then for purposes of this Article 5 (i) the term Indemnified Party shall be deemed to include any officer of the LLC who serves at its request in any capacity with respect to said plan, (ii) said Indemnified Party shall not be deemed to have failed to act in good faith or in the reasonable belief that its action was in the best interests of the LLC if said Indemnified Party acted in good faith and in the reasonable belief that its action was in the best interests of the participants or beneficiaries of said plan, and (iii) expenses shall be deemed to include any taxes or penalties imposed upon said Indemnified Party with respect to said plan under applicable law.

5.07 INVESTOR INDEMNIFICATION.

(a) Without limitation of any other provision of this Agreement or any agreement executed in connection herewith, the LLC agrees to defend, indemnify and hold each Investor, its respective affiliates and direct and indirect partners (including partners of partners and stockholders and Investors of partners), Investors, stockholders, directors, officers, employees and agents and each person who controls any of them within the meaning of Section 15 of the Securities Act of 1933, as amended (the "Securities Act"), or Section 20 of the Exchange Act of 1934, as amended (the "Exchange Act") (collectively, the "Investors Indemnified Parties" and, individually, an "Investor Indemnified Party") harmless from and against any and all damages,

liabilities, losses, taxes, fines, penalties, reasonable costs and expenses (including, without limitation, reasonable fees of a single counsel representing the Investor Indemnified Parties), as the same are incurred, of any kind or nature whatsoever (whether or not arising out of third-party claims and including all amounts paid in investigation, defense or settlement of the foregoing) which may be sustained or suffered by any such Investor Indemnified Party ("Losses"), based upon, arising out of, or by reason of (i) any breach of any covenant or agreement made by the LLC in this Agreement, or (ii) any third party or governmental claims relating in any way to such Investor Indemnified Party's status as a security holder, creditor, director, agent, representative or controlling person of the LLC or otherwise relating to such Investor Indemnified Party's involvement with the LLC (including, without limitation, any and all Losses under the Securities Act, the Exchange Act or other federal or state statutory law or regulation, at common law or otherwise, which relate directly or indirectly to the registration, purchase, sale or ownership of any securities of the LLC or to any fiduciary obligation owed with respect thereto), including, without limitation, in connection with any third party or governmental action or claim relating to any action taken or omitted to be taken or alleged to have been taken or omitted to have been taken by any Investor Indemnified Party as security holder, director, agent, representative or controlling person of the LLC or otherwise, alleging so-called control person liability or securities law liability; provided, however, that the LLC will not be liable to the extent that such Losses arise from and are based on (A) an untrue statement or omission or alleged untrue statement or omission in a registration statement or prospectus which is made in reliance on and in conformity with written information furnished to the LLC by or on behalf of such Investor Indemnified Party, or (B) conduct by an Investor Indemnified Party which constitutes fraud or willful misconduct.

(b) If the indemnification provided for in Section 5.07(a) above for any reason is held by a court of competent jurisdiction to be unavailable to an Investor Indemnified Party in respect of any Losses referred to therein, then the LLC, in lieu of indemnifying such Investor Indemnified Party thereunder, shall contribute to the amount paid or payable by such Investor Indemnified Party as a result of such Losses (i) in such proportion as is appropriate to reflect the relative benefits received by the LLC and the Investors, or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the LLC and the Investors in connection with the action or inaction which resulted in such Losses, as well as any other relevant equitable considerations. The relative fault of the LLC and the Investors shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the LLC and the Investors and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(c) Each of the LLC and the Investors agrees that it would not be just and equitable if contribution pursuant to Section 5.07(b) were determined by pro rata or per capita allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph.

5.08 NON-EXCLUSIVITY; INDEMNIFICATION AGREEMENTS. The provisions of this Article 5 shall not be construed to limit the power of the LLC to indemnify its Members, Directors, Officers, employees or agents to the fullest extent permitted by law or to enter into specific agreements, commitments or arrangements for indemnification permitted by law. The absence of any express provision for indemnification herein shall not limit any right of indemnification existing independently of this Article 5. The LLC and each Director concurrently herewith shall enter into indemnification agreements in form and substance satisfactory to the Investors. The right of indemnification hereby provided shall not be exclusive of, and shall not affect, any other rights to which an Indemnified Party or

an Investor Indemnified Party may be entitled at law, under other agreements or otherwise. Nothing contained in this Article 5 shall limit any lawful rights to indemnification existing independently of this Article 5.

ARTICLE 6 - CONFLICTS OF INTEREST

6.01 TRANSACTIONS WITH INTERESTED PERSONS. Unless entered into in bad faith, no contract or transaction between the LLC and one or more of its Officers, Directors or Members, or between the LLC and any other corporation, partnership, association or other organization in which one or more of its Officers, Directors or Members have a financial interest or are directors, partners, managers or officers, that satisfies the conditions below shall be voidable solely for this reason or solely because said Officer, Director or Member was present or participated in the authorization of such contract or transaction. No Officer, Director or Member interested in such contract or transaction, because of such interest, shall be considered to be in breach of this Agreement or liable to the LLC, any Officer, Director or Member, or any other person or organization for any loss or expense incurred by reason of such contract or transaction or shall be accountable for any gain or profit realized from such contract or transaction.

A contract or transaction satisfies the provisions of this Section 6.01 if:

(a) the material facts as to the relationship or interest of said Officer, Director or Member and as to the contract or transaction were disclosed or known to the Directors or Members and the contract or transaction was authorized by the disinterested Members or Directors; and

(b) the contract or transaction was fair to the LLC as of the time it was authorized, approved or ratified by the disinterested Members or Directors.

6.02 OUTSIDE BUSINESSES. Any Member or Director, unless also an employee of the LLC or its Subsidiaries, may engage or have an interest in other business ventures which are similar to or competitive with the business of the LLC, and the pursuit of such ventures, even if competitive, shall not be deemed wrongful or improper or give the LLC, its Officers or other Members any rights with respect thereto. No Member or Director, unless also an employee of the LLC or its Subsidiaries, shall be obligated to present an investment opportunity to the LLC even if it is similar to or competitive with the business of the LLC, and such Member or Director shall have a right to take for its own account or recommend to others any such investment opportunity. Prior Board approval shall be required for the involvement of any Executive Officer or other employee of the LLC or its Subsidiaries in any potentially competitive outside business activities.

ARTICLE 7 - CAPITAL ACCOUNTS AND CAPITAL COMMITMENTS

7.01 CAPITAL ACCOUNTS. A separate capital account (a "Capital Account") shall be maintained for each Member in accordance with Section 1.704-1(b)(2)(iv) of the U.S. Treasury Regulations (the "Regulations"), and this Section 7.01 shall be interpreted and applied in a manner consistent with said Section of the Regulations. The LLC may adjust the Capital Accounts of its Members to reflect revaluations of the LLC property whenever the adjustment would be permitted under Regulations Section 1.704-1(b)(2)(iv)(*f*). In the event that the Capital Accounts of the Members are so adjusted, (i) the Capital Accounts of the Members shall be adjusted in accordance with Regulations

Section 1.704-1(b)(2)(iv)(*g*) for allocations of depreciation, depletion, amortization and gain or loss, as computed for book purposes, with respect to such property and (ii) the Members' distributive shares of depreciation, depletion, amortization and gain or loss, as computed for tax purposes, with respect to such property shall be determined so as to take account of the variation between the adjusted tax basis and book value of such property in the same manner as under Section 704(c) of the Code. In the event that Code Section 704(c) applies to LLC property, the Capital Accounts of the Members shall be adjusted in accordance with Regulations Section 1.704-1(b)(2)(iv)(*g*) for allocations of depreciation, depletion, amortization and gain and loss, as computed for book purposes, with respect to such property. The Capital Accounts shall be maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members and shall have no effect on the amount of any distributions to any Members in liquidation or otherwise. The amount of all distributions to Members shall be determined pursuant to Article 8.

7.02 CAPITAL COMMITMENTS BY MEMBERS. Each Member holding Units shall be obligated to make contributions to the capital of the LLC, if any, up to the aggregate amount of such Member's Capital Commitment specified opposite his or its name on Schedule A (the Member's "Capital Commitment"), which shall include such Member's Initial Capital Contribution. Capital contributions may be paid in cash, in exchange for Common Units, Preferred Units, or as otherwise agreed by the Board. Except as set forth on Schedule A, no Member shall be entitled or required to make any contribution to the capital of the LLC; however, the LLC may borrow from its Members as well as from banks or other lending institutions to finance its working capital or the acquisition of assets upon such terms and conditions as shall be approved by the Board, and any borrowing from Members shall not be considered capital contributions or reflected in their Capital Accounts. In the event of additional capital contributions, Schedule A shall be amended to reflect such additional capital contributions. No Member shall be entitled to any interest or compensation with respect to his capital contribution or any services rendered on behalf of the LLC except as specifically provided in this Agreement or approved by the Board. No Member shall have any liability for the repayment of the capital contribution of any other Member and each Member shall look only to the assets to the LLC for return of his capital contribution.

7.03 PREEMPTIVE RIGHTS.

(a) Right to Participate in Certain Sales of Additional Securities. The LLC agrees that it will not sell or issue or agree to sell or issue: (a) any Units (which for purposes of this Section 7.03 shall include any economic or other interest in the LLC), (b) securities convertible into or exercisable or exchangeable for Units, (c) options, warrants or rights carrying any rights to purchase Units or (d) debt securities, notes or other indebtedness that are or may become convertible into, exchangeable into or exercisable for Units, unless the LLC first submits a written notice to each Member holding Series A Preferred Units or Vested Common Units (each an "Eligible Member") identifying the terms of the proposed sale (including price, number or aggregate principal amount of securities and all other material terms), and offers to each Eligible Member the opportunity to purchase its Pro Rata Allotment (as hereinafter defined) of the securities (subject to increase for over-allotment if some Eligible Members do not fully exercise their rights) on terms and conditions, including price, not less favorable than those on which the LLC proposes to sell such securities to a third party or parties (a "Pre-Emptive Right Notice"). The LLC's offer pursuant to this Section 7.03 shall remain open and irrevocable for a period of fifteen (15) days following receipt by the Eligible Member of such written notice.

(b) Eligible Member Acceptance. Each of the Eligible Members shall have the right to purchase its Pro Rata Allotment by giving written notice of such intent to participate (the "Pre-emptive Right Acceptance Notice") to the LLC within fifteen (15) days after receipt by such Eligible Member of the Pre-Emptive Right Notice (the "Pre-Emptive Right Acceptance Election

Period"). Each Pre-Emptive Right Acceptance Notice shall indicate the maximum number or amount, as applicable, of securities subject thereto which the Eligible Member wishes to buy, including the number or amount, as applicable, of securities it would buy if one or more other Eligible Members do not elect to participate in the sale on the terms and conditions stated in the Pre-Emptive Right Notice.

(c) Calculation of Pro Rata Allotment. Each Eligible Member's "Pro Rata Allotment" of such securities shall be based on the ratio which the number of Series A Preferred Units and Vested Common Units owned by such Eligible Member bears to all of the issued and outstanding Series A Preferred Units and Vested Common Units held by all Eligible Members as of the date of such written offer. If one or more Eligible Members do not elect to purchase their respective Pro Rata Allotment, each of the electing Eligible Members may purchase such shares of such Eligible Members' allotments taking into account the maximum amount each is wishing to purchase on a pro rata basis, based upon the relative holdings of Series A Preferred Units and Vested Common Units of each of the electing Eligible Members in the case of over-subscription. No Unvested Common Units held by any Eligible Members shall be deemed outstanding for purposes of the calculation of Pro Rata Allotment hereunder.

(d) Sale to Third Party. Any securities so offered that are not purchased by the Eligible Members pursuant to the offer set forth in Section 7.03(a) above, may be sold by the LLC, but only on terms and conditions not more favorable to the purchaser than those set forth in the notice to Eligible Members, at any time after five (5) days but within sixty (60) days following the termination of the above-referenced fifteen (15)-day period, but may not be sold to any other Person (as defined in Article 9) or on terms and conditions, including price, that are more favorable to the purchaser than those set forth in such offer or after such sixty (60)-day period without renewed compliance with this Section 7.03.

(e) Exceptions to Pre-Emptive Rights. Notwithstanding the foregoing, the right to purchase granted under this Section 7.03 shall be inapplicable with respect to: (i) the issuance of Common Units (as appropriately adjusted for any split, combination, reorganization, recapitalization, reclassification, unit distribution, unit dividend or similar event) issued or issuable in connection with, or upon the exercise of, options or other awards granted or to be granted to employees, officers or directors of the LLC pursuant to this Agreement (including Schedule B hereto) or the Equity Incentive Plan (if any), including Common Units issued in replacement of such Common Units repurchased or issuable upon the exercise of any options to purchase such Common Units in each case, to the extent permitted under this Agreement or the Equity Incentive Plan approved by the Board (if any); (ii) securities issued as a result of any split, dividend, reclassification or reorganization or similar event with respect to the Units; (iii) Common Units issued upon exchange of, or as a dividend on, the Preferred Units; (iv) securities issued in connection with the LLC's (or its successor's) initial public offering, (v) any securities for which a Series A Majority Interest waives such right on behalf of all Eligible Members or (vi) the issuance of any Units pursuant to (A) acquisitions, partnership arrangements or strategic alliances approved by the Board, or (B) debt financings from banks, equipment lenders or other similar financial institutions approved by the Board.

(f) Assignment of Rights. Subject to Article 9 hereof, each Eligible Member shall have the right to assign its rights under this Section 7.03 to any Permitted Transferee (as defined in Section 9.02) of such Eligible Member's Units, and shall further have the right to assign and transfer such Eligible Member's right to accept any particular offer under Section 7.03(a) hereof to any Affiliates of such Eligible Member, and any such Transferee shall be deemed within the definition of a "Member" for purposes of this Section 7.03.

(g) Termination. The rights contained in this Section 7.03 shall terminate upon the consummation of a QPO.

ARTICLE 8 - DISTRIBUTIONS AND ALLOCATIONS

8.01 DISTRIBUTION OF LLC FUNDS.

(a) Distributions. Except as otherwise limited by the Act, all amounts which are determined by the Board to be available for distribution shall be distributed to the Members in the following order and priority:

(i) first, to the Members holding Series A Preferred Units in proportion to their respective number of Series A Preferred Units, in an amount equal to the cumulative Series A Unpaid Preferred Return of all such Series A Preferred Units for all periods or portions thereof through the time of such distribution;

(ii) second, to the Members holding Series A Preferred Units in proportion to their respective number of Series A Preferred Units, in an amount equal to the aggregate Series A Preferred Unreturned Contributions of all such Series A Preferred Units as of such time; and

(iii) thereafter, any remaining amounts to the Members holding Vested Common Units or Series A Preferred Units, in proportion to their respective number of Vested Common Units and Series A Preferred Units; provided, however that (1) any amounts which would have been payable with respect to any Unvested Common Units if such Units were Vested Common Units shall be paid to the Members holding Series A Preferred Units in proportion to their respective number of Series A Preferred Units and (2) in the event that any issued Common Units are cancelled, forfeited or repurchased by the LLC, any amounts which would have been payable with respect to any such Common Units if such Common Units were not cancelled, forfeited or repurchased by the LLC shall be paid to the Members holding Series A Preferred Units in proportion to their respective number of Series A Preferred Units.

Common Unit Catch-Up. In furtherance of the provisos set forth in Section 8.01(a)(iii), each of the Members hereby agrees and acknowledges that Unvested Common Units shall not entitle the holder thereof to any distributions with respect to any such Unvested Common Units until, and only if, such Units become Vested Common Units as set forth on Schedule B hereto. To the extent that Common Units are not Vested Common Units as of the date of a distribution, amounts otherwise payable to holders of Unvested Common Units shall be paid to the holders of Series A Preferred Units ratably among such Members who hold Series A Preferred Units based upon the relative number of Series A Preferred Units held by each such Member as of the date of such distribution. In the event any such Unvested Common Units become Vested Common Units, and the holders of such Unvested Common Units would have been entitled to a distribution had such Unvested Common Units been Vested Common Units, prior to making any further distributions under Section 8.01(a)(iii), the Board shall make a subsequent distribution from the amounts otherwise distributable to the holders of Series A Preferred Units to the Member(s) holding such Vested Common Units in an amount equal to (i) the portion of the distribution that such Member(s) would have received if their Unvested Common Units were Vested Common Units as of the date of the prior distribution, plus (ii) additional distributions to the Members then holding Vested Common Units in such proportions and amounts as determined by the Board to be necessary to cause aggregate distributions to such Members under Section 8.01(a)(iii) and this

sentence to be in proportion to total outstanding Vested Common Units and Series A Preferred Units. For purposes calculating amounts distributable to holders of newly Vested Common Units pursuant to this paragraph, all Common Units that have been cancelled, forfeited or repurchased by the LLC prior to any such distribution shall be treated as outstanding Series A Preferred Units (and not Common Units) as of the date of determination of each such distribution.

(b) Tax Distributions. Subject to determination by the Board in its sole discretion that the LLC has available funds, within ninety (90) days following the end of each calendar year (or such shorter period as is determined at any time by the Board in its sole discretion), the LLC shall distribute to each Member, with respect to each class of Units held by such Member, an amount (a "Tax Distribution") equal to the Member's Tax Liability (as defined below) in respect of such class of Units since the last date on which a Tax Distribution was made. A Member's "Tax Liability" shall give effect to the class of Units then held by the applicable Member and shall be equal to the product of (x) the Tax Rate (as defined below) and (y) the Member's distributive share of the LLC's net taxable income, if any, for the period since the last period for which a Tax Distribution was made (as determined under Code Section 703(a) but including separately stated items described in Code Section 702(a)) in respect of such class of Units; provided, that items of income, gain, loss and deduction attributable to the sale or exchange of all or substantially all of the assets of the LLC shall be excluded from such calculation. The "Tax Rate" shall mean, for any period, an assumed rate equal to forty (40%) percent, which may be equitably adjusted in the discretion of the Board to account for periods during which the federal, state or local tax rates change. In the event a Member's distributive share of LLC net taxable income in respect of a class of Units for any period is negative, such negative amount shall be carried forward and taken into account for all purposes of this Section 8.01 (including application of this sentence) in determining such Member's distributive share of LLC net taxable income in respect of such class of Units in each subsequent period (whether or not in the same Fiscal Year) until such negative amount is offset in full by positive net taxable income. Any Tax Distributions received by a Member in respect of such Member's Series A Preferred Units or Common Units shall be considered advances of amounts otherwise distributable to such Member pursuant to Section 8.01(a)(iii) only. Nothing herein shall limit, or be deemed to limit, the making of Tax Distributions with respect to Unvested Common Units.

(c) Distributions Limited. No Member shall be entitled to any distribution or payment with respect to its interest in the LLC upon the resignation or withdrawal of such Member except to the extent that the LLC exercises its option to purchase the interest of such Member under Section 10.05. Distributions may be limited and repayable as provided in the Act.

8.02 DISTRIBUTION UPON LIQUIDATION EVENTS. Upon any liquidation, dissolution or winding up, voluntary or involuntary, of the LLC, a sale, license, lease or transfer of all or substantially all of the LLC's assets, a consolidation or merger of the LLC with another entity, any transaction pursuant to or as a result of which a single party (or group of affiliated parties) acquires or holds capital stock of the LLC representing a majority of the outstanding voting power of the LLC, or a sale, license, lease or transfer of all or substantially all of the LLC's assets (each such event, a "Liquidation Event"), amounts available upon such Liquidation Event, after payment of, or adequate provision for, the debts and obligations of the LLC, including the expenses of its liquidation and dissolution, the payment of any liabilities to its Officers or Members, if any, other than liabilities to Members for distributions shall be distributed and applied in the following priorities:

(a) First, to fund reserves to the extent deemed appropriate by the Board for contingent, conditional, unmatured or other liabilities of the LLC not otherwise paid or provided for, provided that, upon the expiration of such period of time as the Board shall deem advisable,

the balance of such reserves remaining after payment of such liabilities shall be distributed in the manner hereinafter set forth; and

(b) Thereafter, as provided in Section 8.01.

8.03 DISTRIBUTION OF ASSETS IN KIND. No Member shall have the right to require any distribution of any assets of the LLC to be made in cash or in kind. If any assets of the LLC are distributed in kind, such assets shall be distributed pursuant to Section 8.01(a) on the basis of their fair market value as determined by the Board. Any Member entitled to any interest in such assets shall, unless otherwise determined by the Board, receive separate assets of the LLC, and not an interest as tenant-in-common with other Members so entitled in each asset being distributed.

8.04 ALLOCATIONS. All items of LLC income, gain, loss and deduction as determined for book purposes shall be allocated among the Members and credited or debited to their respective Capital Accounts in accordance with Regulations Section 1.704-1(b)(2)(iv), so as to ensure to the maximum extent possible (i) that such allocations satisfy the economic effect equivalence test of Regulations Section 1.704-1(b)(2)(ii)(i) (as provided hereinafter) and (ii) that all allocations of items that cannot have economic effect (including credits and nonrecourse deductions) are allocated to the Members in accordance with the Members' interests in the LLC, which, unless otherwise required by Code Section 704(b) and the Regulations promulgated thereunder, shall be allocated in proportion to the Series A Preferred Units and Vested Common Units held by the Members. To the extent possible, items that can have economic effect shall be allocated in such a manner that the balance of each Member's Capital Account at the end of any taxable year (increased by the sum of (a) such Member's share of partnership minimum gain as defined in Regulations Section 1.704-2(g)(1) and (b) such Member's share of partner nonrecourse debt minimum gain as defined in Regulations Section 1.704-2(i)(5)) would be positive to the extent of the amount of cash that such Member would receive (or would be negative to the extent of the amount of cash that such Member would be required to contribute to the LLC) if the LLC sold all of its property for an amount of cash equal to the book value (as determined pursuant to Regulations Section 1.704-1(b)(2)(iv)) of such property (reduced, but not below zero, by the amount of nonrecourse debt to which such property is subject) and all of the cash of the LLC remaining after payment of all liabilities (other than nonrecourse liabilities) of the LLC were distributed in liquidation immediately following the end of such taxable year in accordance with Section 8.02.

ARTICLE 9 - TRANSFERS OF INTERESTS

9.01 GENERAL RESTRICTIONS ON TRANSFER. No Member may Transfer all or any part of its Units without first complying with the provisions of this Article 9; *provided that,* a Series A Majority Interest may waive the provisions of Sections 9.04, 9.05, 9.06 or 9.07 with regard to any Transfer.

9.02 PERMITTED TRANSFERS. Notwithstanding the provisions of Section 9.01 hereof, a Member may Transfer all or a portion of such Member's Units, without compliance with the terms of Sections 9.04, 9.05, 9.06 or 9.07, as applicable, provided that (i) the transferee agrees in writing to be bound by the terms of this Agreement, (ii) such Transfer would not cause the LLC to be subject to taxation at the entity level for U.S. federal income tax purposes, and (iii) with regard only to transfers pursuant to subsection (a) below, the transferee executes a proxy in favor of the transferor giving the transferor full right, power and authority to vote and otherwise control the shares being transferred, to any of the following persons (each such person, a "Permitted Transferee"):

(a) with respect to a Member that is a natural person, during the lifetime of such Member, a trust or other Person established for the primary benefit of that Member, or such Member's immediate family, and controlled by such Member; or

(b) with respect to a Member that is not a natural person, another entity that is an Affiliate of such Member.

(c) with respect to any Member, to any Person provided that (i) prior to any such Transfer, the transferring Member notifies the Board in writing (which written notice can be delivered via e-mail) of the proposed Transfer (the "Board Notice"), (ii) the Board does not reasonably object to the applicable Transfer in writing within five (5) days of receiving the Board Notice, and (iii) the Transfer is for nominal aggregate consideration (taking into account all direct and indirect forms of payment and consideration) and results in the Transfer of all of the transferring Member's interest in the Company, including all debt and/or equity interests.

9.03 EFFECT OF TRANSFER. If the Transferee is admitted as a Member or is already a Member, the Member transferring its interest shall be relieved of liability with respect to the transferred interest arising or accruing under this Agreement on or after the effective date of the Transfer, unless the transferor affirmatively assumes such liability; provided, however, that the transferor shall not be relieved of any liability for prior distributions unless the Transferee affirmatively assumes such liabilities.

(a) Any person who acquires in any manner an interest or any part thereof in the LLC, whether or not such person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted as a Member, shall be deemed by the acquisition of such interests to have agreed to be subject to and bound by all of the provisions of this Agreement with respect to such interest, including without limitation, the provisions hereof with respect to any subsequent Transfer of such interest.

(b) The LLC, its Officers and Members shall be entitled to treat the record owner of an interest in the LLC as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other property made in good faith to such owner until such time as a written assignment of such interest has been received and accepted by the Board and recorded on the books of the LLC. The Board may refuse to accept and record an assignment until the end of the next successive monthly accounting period of the LLC.

(c) Any Transfer in violation of any provisions of this Agreement shall be null and void and ineffective to Transfer any interest in the LLC and shall not be binding upon or be recognized by the LLC, and any such Transferee shall not be treated as or deemed to be a Member for any purpose. In the event that any Member shall at any time Transfer its interest in violation of any of the provisions of this Agreement, the LLC and the other Members, in addition to all rights and remedies at law and equity, shall have and be entitled to an order restraining or enjoining such transaction, it being expressly acknowledged and agreed that damages at law would be an inadequate remedy for a Transfer in violation of this Agreement.

9.04 RIGHT OF FIRST REFUSAL ON COMMON UNITS. In the event that any Member (other than the Investors) (each, a "Common Transferring Member") receives a bona fide offer to purchase all or any portion of the Units held by such Member (a "Proposed Common Transaction") from a Person other than a Permitted Transferee, such Transferring Member may, subject to the provisions of Sections 9.01, 9.02 and 9.05 hereof, Transfer such Units pursuant to and in accordance with the following provisions of this Section 9.04:

(a) The Common Transferring Member shall cause the Proposed Common Transaction and all of the terms thereof to be reduced to writing and shall promptly notify the LLC and the holders of Series A Preferred Units and the holders of Vested Common Units (such holders, the "Common Rights Holders") of such Common Transferring Member's desire to effect

the Proposed Common Transaction and otherwise comply with the provisions of this Section 9.04 and, if applicable, Section 9.05 (such notice, the "Common Offer Notice"). The Common Transferring Member's Common Offer Notice shall constitute an irrevocable offer to sell all of the Units which are the subject of the Proposed Common Transaction (the "Offered Common Units") to the LLC and the Common Rights Holders, on the basis described below, at a purchase price equal to the price contained in, and on the same terms and conditions of, the Proposed Common Transaction. The Common Offer Notice shall be accompanied by a true copy of the Proposed Common Transaction (which shall identify the proposed buyer (the "Common Buyer") and all relevant information in connection therewith).

(b) The LLC shall have the first option to purchase all or a portion of the Offered Common Units. At any time within twenty (20) days after receipt by the LLC of the Common Offer Notice (the "LLC Common Option Period"), the LLC may elect to accept the offer to purchase with respect to any or all of the Offered Common Units and shall give written notice of such election (the "LLC Common Acceptance Notice") to the Common Transferring Member within the LLC Common Option Period, which notice shall indicate the number of Units that the LLC is willing to purchase. The LLC Common Acceptance Notice shall constitute a valid, legally binding and enforceable agreement for the sale and purchase of the Units covered by the LLC Common Acceptance Notice. If the LLC accepts the offer to purchase all of the Offered Common Units, the closing for such purchase of the Offered Common Units by the LLC under this Section 9.04(b) shall take place within thirty (30) days following the expiration of the LLC Common Option Period, at the offices of the LLC or on such other date or at such other place as may be agreed to by the Common Transferring Member and the LLC. If the LLC fails to purchase all of the Offered Common Units by exercising its option under this Section 9.04(b) within the period provided, the Common Transferring Member shall so notify the Common Rights Holders promptly (the "Additional Common Offer Notice"), which Additional Common Offer Notice shall identify the Offered Common Units that the LLC has failed to purchase (the "Remaining Common Units"). The Remaining Common Units shall be subject to the options granted to the Common Rights Holders pursuant to Section 9.04(c) below.

(c) If the LLC fails to purchase all of the Offered Common Units under Section 9.04(b) above, at any time within thirty (30) days after receipt by the Common Rights Holders of the Additional Common Offer Notice (the "Common Option Period"), each Common Rights Holder may elect to accept the offer to purchase with respect to any or all of the Remaining Common Units and shall give written notice of such election (the "Common Acceptance Notice") to the Common Transferring Member, each Common Rights Holder and the LLC within the Common Option Period, which notice shall indicate the maximum number of Units that the Common Rights Holder is willing to purchase, including the number of Units it would purchase if one or more other Common Rights Holders do not elect to purchase their Pro Rata Common Fractions (as defined in paragraph (d) below). The Common Acceptance Notice shall constitute a valid, legally binding and enforceable agreement for the sale and purchase of the Units covered by the Common Acceptance Notice. The closing for any purchase of Units by the Common Rights Holders under this Section 9.04(c) (along with the purchase by the LLC of any Units under paragraph (b) above if the LLC is purchasing less than all of the Offered Common Units) shall take place within thirty (30) days following the expiration of Common Option Period, at the offices of the LLC or on such other date or at such other place as may be agreed to by the Common Transferring Member and such Common Rights Holders. The Common Transferring Member shall notify the Common Rights Holders promptly if any Common Rights Holder fails to offer to purchase all of its Pro Rata Common Fraction (as defined below).

(d) Upon the expiration of the Common Option Period, the number of Units to be purchased by each Common Rights Holder shall be determined as follows: (i) first, there shall be allocated to each Common Rights Holder electing to purchase, a number of Units equal to the lesser of (A) the number of Units as to which such Common Rights Holder accepted as set forth in its respective Common Acceptance Notice or (B) such Common Rights Holder's Pro Rata Common Fraction and (ii) second, the balance, if any, not allocated under clause (i) above, shall be allocated to those Common Rights Holders who within the Common Option Period delivered a Common Acceptance Notice that set forth a number of Units that exceeded their respective Pro Rata Common Fractions, in each case on a pro rata basis in proportion to the number of Units held by each such Common Rights Holder up to the amount of such excess. A Common Rights Holder's "Pro Rata Common Fraction" shall be equal to the product obtained by multiplying the total number of Remaining Common Units by a fraction, the *numerator* of which is the total number of Series A Preferred Units and Vested Common Units owned by such Common Rights Holder (including for each holder of Series A Preferred Units, as though such holder owned a pro-rata percentage of any Common Units forfeited or cancelled as of such date based on each such holders' relative holdings of Series A Preferred Units), and the *denominator* of which is the total number of Series A Preferred Units and Vested Common Units held by all Common Rights Holders (including all Common Units forfeited or cancelled as of such date), in each case as of the date of the Common Offer Notice.

(e) In the event that the price set forth in the Common Offer Notice is stated in consideration other than cash or cash equivalents, the Common Transferring Member, the LLC and the holders of a majority of the Series A Preferred Units shall mutually determine the fair market value of such consideration, reasonably and in good faith, and the LLC and/or Common Rights Holders, as the case may be, may effect their purchase under this Section 9.04 by payment of such fair market value in cash or cash equivalents.

(f) In the event that the LLC and the Common Rights Holders do not elect to exercise the rights to purchase under this Section 9.04 with respect to all of the Units proposed to be sold, the Common Transferring Member may sell any such remaining Units to the Common Buyer on the terms and conditions set forth in the Common Offer Notice, subject to the provisions of Sections 9.03 and 9.05. Promptly after such Transfer, the Common Transferring Member shall notify the LLC, which in turn shall promptly notify all the Common Rights Holders, of the consummation thereof and shall furnish such evidence of the completion and time of completion of the Transfer and of the terms thereof as may reasonably be requested by a Series A Majority Interest. Prior to the effectiveness of any Transfer to a Common Buyer hereunder, such Common Buyer shall have agreed in writing to be bound by this Agreement in the same manner as the transferor, and such Common Buyer shall have all the rights and obligations hereunder as if such Common Buyer were a Member. If the Common Transferring Member's sale to a Common Buyer is not consummated in accordance with the terms of the Proposed Common Transaction on or before sixty (60) calendar days after the latest of: (i) the expiration of the LLC Common Option Period, (ii) the expiration of the Common Option Period, (iii) the expiration of the Preferred Co-Sale Election Period set forth in Section 9.05 below, if applicable, and (iv) the satisfaction of all governmental approval or filing requirements, the Proposed Common Transaction shall be deemed to lapse, and any Transfers of Units pursuant to such Proposed Common Transaction shall be in violation of the provisions of this Agreement unless the Common Transferring Member sends a new Common Offer Notice and once again complies with the provisions of this Section 9.04 with respect to such Proposed Common Transaction.

9.05 CO-SALE OPTION ON COMMON UNITS. In the event that the LLC and/or the Common Rights Holders do not exercise their rights under Section 9.04 with respect to all of the Units proposed to

be so Transferred in connection with any Proposed Common Transaction, the Common Transferring Member may Transfer such Units only pursuant to and in accordance with the following provisions of this Section 9.05:

(a) Co-Sale Notice. As soon as practicable following the expiration of the Common Option Period, and in no event later than five (5) days thereafter, the Common Transferring Member shall provide notice to each of the Common Rights Holders (the "Common Co-Sale Notice") of its right to participate in the Proposed Common Transaction on a *pro rata* basis with the Common Transferring Member (the "Common Co-Sale Option"). To the extent one or more Common Rights Holders exercise their Common Co-Sale Option in accordance with this Section 9.05, the number of Units that the Common Transferring Member may Transfer in the Proposed Common Transaction shall be correspondingly reduced.

(b) Member Acceptance. Each of the Common Rights Holders shall have the right to exercise its Common Co-Sale Option by giving written notice of such intent to participate (the "Common Co-Sale Acceptance Notice") to the Common Transferring Member within ten (10) days after receipt by such Common Rights Holder of the Common Co-Sale Notice (the "Common Co-Sale Election Period"). Each Common Co-Sale Acceptance Notice shall indicate the maximum number of Units subject thereto which such Common Rights Holder wishes to sell, including the number of Units it would sell if one or more other Common Rights Holders do not elect to participate in the sale on the terms and conditions stated in the Common Offer Notice. Any Common Rights Holder shall be permitted to sell to the relevant Common Buyer in connection with any exercise of the Common Co-Sale Option with respect to a sale of Units, Preferred Units or Common Units at a price per Preferred Unit and a price per Common Unit that reflects the rights, preferences and priorities of the Preferred Units relative to the Common Units.

(c) Allocation of Units. Each Common Rights Holder shall have the right to sell a portion of its Units pursuant to the Proposed Common Transaction which is equal to or less than the product obtained by multiplying the total number of Units available for sale to the Common Buyer subject to the Proposed Common Transaction by a fraction, the *numerator* of which is the total number of Series A Preferred Units and Vested Common Units owned by such Common Rights Holder (including for each holder of Series A Preferred Units, as though such holder owned a pro-rata percentages of any Common Units forfeited or cancelled as of such date based on each such holders' relative holdings of Series A Preferred Units and the *denominator* of which is the total number of Series A Preferred Units and Vested Common Units held by all Common Rights Holders (including all Common Units forfeited or cancelled as of such date) and the Common Transferring Member, as of the date of the Common Offer Notice, subject to increase as hereinafter. In the event any Common Rights Holder does not elect to sell the full amount of such Units which such Common Rights Holder is entitled to sell pursuant to this Section 9.05, then any Common Rights Holders who have elected to sell Units shall have the right to sell, on a pro-rata basis (based on the number of Units held by each such Common Rights Holder) with any other Common Rights Holders and up to the maximum number of Units stated in each such Common Rights Holder's Common Co-Sale Acceptance Notice, any Units not elected to be sold by such Common Rights Holder.

(d) Co-Sale Closing. Within ten (10) calendar days after the end of the Common Co-Sale Election Period, the Common Transferring Member shall promptly notify each participating Common Rights Holder of the number of Units held by such Common Rights Holder that will be included in the sale and the date on which the Proposed Common Transaction will be consummated, which shall be no later than the later of (i) thirty (30) calendar days after the end of the Common Co-Sale Election Period and (ii) the satisfaction of any governmental

approval or filing requirements, if any. Each participating Common Rights Holder may effect its participation in any Proposed Common Transaction hereunder by delivery to the Common Buyer, or to the Common Transferring Member for delivery to the Common Buyer, of one or more instruments or certificates, properly endorsed for transfer, representing the Units it elects to sell pursuant thereto. At the time of consummation of the Proposed Common Transaction, the Common Buyer shall remit directly to each participating Common Rights Holder that portion of the sale proceeds to which the participating Common Rights Holder is entitled by reason of its participation with respect thereto. No Units may be purchased by the Common Buyer from the Common Transferring Member unless the Common Buyer simultaneously purchases from the participating Common Rights Holders all of the Units that they have elected to sell pursuant to this Section 9.05.

(e) Liability of Members. No Common Rights Holder shall be required to make any representations or warranties or to provide any indemnities in connection therewith other than with respect to title to the Units being conveyed.

(f) Sale to Third Party. Any Units held by a Common Transferring Member that are the subject of the Proposed Common Transaction and that the Common Transferring Member desires to Transfer following compliance with this Section 9.05, may be sold to the Common Buyer only during the period specified in Section 9.05(d) and only on terms no more favorable to the Common Transferring Member than those contained in the Common Offer Notice. Promptly after such Transfer, the Common Transferring Member shall notify the LLC, which in turn shall promptly notify all the Common Rights Holders, of the consummation thereof and shall furnish such evidence of the completion and time of completion of the Transfer and of the terms thereof as may reasonably be requested by a Series A Majority Interest. Prior to the effectiveness of any Transfer to a Common Buyer hereunder, such Common Buyer shall have joined this Agreement, and such Common Buyer shall have all the rights and obligations hereunder as if such Common Buyer were a Member. In the event that the Proposed Common Transaction is not consummated within the period required by this Section 9.05 or the Common Buyer fails timely to remit to each participating Common Rights Holder its respective portion of the sale proceeds, the Proposed Common Transaction shall be deemed to lapse, and any Transfer of Units pursuant to such Proposed Common Transaction shall be in violation of the provisions of this Agreement unless the Common Transferring Member sends a new Common Offer Notice and once again complies with the provisions of Sections 9.04 and 9.05 with respect to such Proposed Common Transaction.

9.06 RIGHT OF FIRST REFUSAL ON PREFERRED UNITS. In the event that any Member holding Series A Preferred Units (a "Preferred Transferring Member") receives a bona fide offer to purchase all or any portion of the Units held by such Member (a "Proposed Preferred Transaction") from a Person other than a Permitted Transferee, such Preferred Transferring Member may, subject to the provisions of Sections 9.01, 9.02 and 9.07 hereof, Transfer such Units pursuant to and in accordance with the following provisions of this Section 9.06:

(a) The Preferred Transferring Member shall cause the Proposed Preferred Transaction and all of the terms thereof to be reduced to writing and shall promptly notify the LLC and each holder of Series A Preferred Units (the "Preferred Rights Holders") of such Preferred Transferring Member's desire to effect the Proposed Preferred Transaction and otherwise comply with the provisions of this Section 9.06 and, if applicable, Section 9.07 (such notice, the "Preferred Offer Notice"). The Preferred Transferring Member's Preferred Offer Notice shall constitute an irrevocable offer to sell all of the Units which are the subject of the Proposed Preferred Transaction (the "Offered Preferred Units") to the LLC and the Preferred

Rights Holders, on the basis described below, at a purchase price equal to the price contained in, and on the same terms and conditions of, the Proposed Preferred Transaction. The Preferred Offer Notice shall be accompanied by a true copy of the Proposed Preferred Transaction (which shall identify the proposed buyer (the "Preferred Buyer") and all relevant information in connection therewith).

(b) The LLC shall have the first option to purchase all or a portion of the Offered Preferred Units. At any time within twenty (20) days after receipt by the LLC of the Preferred Offer Notice (the "LLC Preferred Option Period"), the LLC may elect to accept the offer to purchase with respect to any or all of the Offered Preferred Units and shall give written notice of such election (the "LLC Preferred Acceptance Notice") to the Preferred Transferring Member within the LLC Preferred Option Period, which notice shall indicate the number of Units that the LLC is willing to purchase. The LLC Preferred Acceptance Notice shall constitute a valid, legally binding and enforceable agreement for the sale and purchase of the Units covered by the LLC Preferred Acceptance Notice. If the LLC accepts the offer to purchase all of the Offered Preferred Units, the closing for such purchase of the Offered Preferred Units by the LLC under this Section 9.06(b) shall take place within thirty (30) days following the expiration of the LLC Preferred Option Period, at the offices of the LLC or on such other date or at such other place as may be agreed to by the Preferred Transferring Member and the LLC. If the LLC fails to purchase all of the Offered Preferred Units by exercising its option under this Section 9.06(b) within the period provided, the Preferred Transferring Member shall so notify the Preferred Rights Holders promptly (the "Additional Preferred Offer Notice"), which Additional Preferred Offer Notice shall identify the Offered Preferred Units that the LLC has failed to purchase (the "Remaining Preferred Units"). The Remaining Preferred Units shall be subject to the options granted to the Preferred Rights Holders pursuant to Section 9.06(c) below.

(c) If the LLC fails to purchase all of the Offered Preferred Units under Section 9.06(b) above, at any time within thirty (30) days after receipt by the Preferred Rights Holders of the Additional Preferred Offer Notice (the "Preferred Option Period"), each Preferred Rights Holder may elect to accept the offer to purchase with respect to any or all of the Remaining Preferred Units and shall give written notice of such election (the "Preferred Acceptance Notice") to the Preferred Transferring Member and each Preferred Rights Holder within the Preferred Option Period, which notice shall indicate the maximum number of Units that the Preferred Rights Holder is willing to purchase, including the number of Units it would purchase if one or more other Preferred Rights Holders do not elect to purchase their Pro Rata Preferred Fractions (as defined in paragraph (d) below). The Preferred Acceptance Notice shall constitute a valid, legally binding and enforceable agreement for the sale and purchase of the Units covered by the Preferred Acceptance Notice. The closing for any purchase of Units by the Preferred Rights Holders under this Section 9.06(c) (along with the purchase by the LLC of any Units under paragraph (b) above if the LLC is purchasing less than all of the Offered Preferred Units) shall take place within thirty (30) days following the expiration of Preferred Option Period, at the offices of the LLC or on such other date or at such other place as may be agreed to by the Preferred Transferring Member and such Preferred Rights Holders. The Preferred Transferring Member shall notify the Preferred Rights Holders promptly if any Preferred Rights Holder fails to offer to purchase all of its Pro Rata Preferred Fraction (as defined below).

(d) Upon the expiration of the Preferred Option Period, the number of Units to be purchased by each Preferred Rights Holder shall be determined as follows: (i) first, there shall be allocated to each Preferred Rights Holder electing to purchase, a number of Units equal to the lesser of (A) the number of Units as to which such Preferred Rights Holder accepted as set forth in its respective Preferred Acceptance Notice or (B) such Preferred Rights Holder's Pro Rata

Preferred Fraction and (ii) second, the balance, if any, not allocated under clause (i) above, shall be allocated to those Preferred Rights Holders who within the Preferred Option Period delivered a Preferred Acceptance Notice that set forth a number of Units that exceeded their respective Pro Rata Preferred Fractions, in each case on a pro rata basis in proportion to the number of Units held by each such Preferred Rights Holder up to the amount of such excess. A Preferred Rights Holder's "Pro Rata Preferred Fraction" shall be equal to the product obtained by multiplying the total number of Remaining Preferred Units, by a fraction, the *numerator* of which is the total number of Series A Preferred Units owned by such Preferred Rights Holder, and the *denominator* of which is the total number of Series A Preferred Units held by all Preferred Rights Holders, as of the date of the Preferred Offer Notice.

(e) In the event that the price set forth in the Preferred Offer Notice is stated in consideration other than cash or cash equivalents, the Preferred Transferring Member, the LLC and a Series A Majority Interest shall mutually determine the fair market value of such consideration, reasonably and in good faith, and the LLC and/or Preferred Rights Holders, as the case may be, may effect their purchase under this Section 9.06 by payment of such fair market value in cash or cash equivalents.

(f) In the event that the LLC and the Preferred Rights Holders do not elect to exercise the rights to purchase under this Section 9.06 with respect to all of the Units proposed to be sold, the Preferred Transferring Member may sell any such remaining Units to the Preferred Buyer on the terms and conditions set forth in the Preferred Offer Notice, subject to the provisions of Sections 9.03 and 9.07. Promptly after such Transfer, the Preferred Transferring Member shall notify the LLC, which in turn shall promptly notify all the Preferred Rights Holders, of the consummation thereof and shall furnish such evidence of the completion and time of completion of the Transfer and of the terms thereof as may reasonably be requested by a Series A Majority Interest. Prior to the effectiveness of any Transfer to a Preferred Buyer hereunder, such Preferred Buyer shall have agreed in writing to be bound by this Agreement in the same manner as the transferor, and such Preferred Buyer shall have all the rights and obligations hereunder as if such Preferred Buyer were a Member. If the Preferred Transferring Member's sale to a Preferred Buyer is not consummated in accordance with the terms of the Proposed Preferred Transaction on or before sixty (60) calendar days after the latest of: (i) the expiration of the LLC Preferred Option Period, (ii) the expiration of the Preferred Option Period, (iii) the expiration of the Common Co-Sale Election Period set forth in Section 9.07 below, if applicable, and (iv) the satisfaction of all governmental approval or filing requirements, the Proposed Preferred Transaction shall be deemed to lapse, and any Transfers of Units pursuant to such Proposed Preferred Transaction shall be in violation of the provisions of this Agreement unless the Preferred Transferring Member sends a new Preferred Offer Notice and once again complies with the provisions of this Section 9.06 with respect to such Proposed Preferred Transaction.

9.07 CO-SALE OPTION ON PREFERRED UNITS. In the event that the LLC and/or the Preferred Rights Holders do not exercise their rights under Section 9.06 with respect to all of the Units proposed to be so Transferred in connection with any Proposed Preferred Transaction, the Preferred Transferring Member may Transfer such Units only pursuant to and in accordance with the following provisions of this Section 9.07:

(a) Co-Sale Notice. As soon as practicable following the expiration of the Preferred Option Period, and in no event later than five (5) days thereafter, the Preferred Transferring Member shall provide notice to each of the Preferred Rights Holders (the "Preferred Co-Sale Notice") of its right to participate in the Proposed Preferred Transaction on a *pro rata* basis with the Preferred Transferring Member (the "Preferred Co-Sale Option"). To the extent one or more

Members exercise their Preferred Co-Sale Option in accordance with this Section 9.07, the number of Units that the Preferred Transferring Member may Transfer in the Proposed Preferred Transaction shall be correspondingly reduced.

(b) Member Acceptance. Each of the Preferred Rights Holders shall have the right to exercise its Preferred Co-Sale Option by giving written notice of such intent to participate (the "Preferred Co-Sale Acceptance Notice") to the Preferred Transferring Member within ten (10) days after receipt by such Preferred Rights Holder of the Preferred Co-Sale Notice (the "Preferred Co-Sale Election Period"). Each Preferred Co-Sale Acceptance Notice shall indicate the maximum number of Units subject thereto which such Preferred Rights Holder wishes to sell, including the number of Units it would sell if one or more other Preferred Rights Holders do not elect to participate in the sale on the terms and conditions stated in the Preferred Offer Notice.

(c) Allocation of Units. Each Preferred Rights Holder shall have the right to sell a portion of its applicable Preferred Units pursuant to the Proposed Preferred Transaction which is equal to or less than the product obtained by multiplying the total number of applicable Preferred Units available for sale to the Preferred Buyer subject to the Proposed Preferred Transaction by a fraction, the *numerator* of which is the total number of Series A Preferred Units owned by such Preferred Rights Holder, and the *denominator* of which is the total number of Series A Preferred Units held by all Preferred Rights Holders, in each case as of the date of the Preferred Offer Notice. In the event any Preferred Rights Holder does not elect to sell the full amount of such Preferred Units which such Member is entitled to sell pursuant to this Section 9.07, then any Preferred Rights Holders who have elected to sell Units shall have the right to sell, on a pro-rata basis (based on the number of applicable Preferred Units held by each such Preferred Rights Holder) with any other Preferred Rights Holder and up to the maximum number of Units stated in each such Preferred Rights Holder's Preferred Co-Sale Acceptance Notice, any Units not elected to be sold by such Preferred Rights Holder.

(d) Co-Sale Closing. Within ten (10) calendar days after the end of the Preferred Co-Sale Election Period, the Preferred Transferring Member shall promptly notify each participating Preferred Rights Holder of the number of Units held by such Preferred Rights Holder that will be included in the sale and the date on which the Proposed Preferred Transaction will be consummated, which shall be no later than the later of (i) thirty (30) calendar days after the end of the Preferred Co-Sale Election Period and (ii) the satisfaction of any governmental approval or filing requirements, if any. Each participating Preferred Rights Holder may effect its participation in any Proposed Preferred Transaction hereunder by delivery to the Preferred Buyer, or to the Preferred Transferring Member for delivery to the Preferred Buyer, of one or more instruments or certificates, properly endorsed for transfer, representing the Units it elects to sell pursuant thereto. At the time of consummation of the Proposed Preferred Transaction, the Preferred Buyer shall remit directly to each participating Preferred Rights Holder that portion of the sale proceeds to which the participating Preferred Rights Holder is entitled by reason of its participation with respect thereto. No Units may be purchased by the Preferred Buyer from the Preferred Transferring Member unless the Preferred Buyer simultaneously purchases from the participating Preferred Rights Holders all of the Units that they have elected to sell pursuant to this Section 9.07.

(e) Liability of Members. No Preferred Rights Holder shall be required to make any representations or warranties or to provide any indemnities in connection therewith other than with respect to title to the Units being conveyed.

(f) Sale to Third Party. Any Units held by a Preferred Transferring Member that are the subject of the Proposed Preferred Transaction and that the Preferred Transferring Member desires to Transfer following compliance with this Section 9.07, may be sold to the Preferred Buyer only during the period specified in Section 9.07(d) and only on terms no more favorable to the Preferred Transferring Member than those contained in the Preferred Offer Notice. Promptly after such Transfer, the Preferred Transferring Member shall notify the LLC, which in turn shall promptly notify all the Members, of the consummation thereof and shall furnish such evidence of the completion and time of completion of the Transfer and of the terms thereof as may reasonably be requested by a Series A Majority Interest. Prior to the effectiveness of any Transfer to a Preferred Buyer hereunder, such Preferred Buyer shall have joined this Agreement, and such Preferred Buyer shall have all the rights and obligations hereunder as if such Preferred Buyer were a Member. In the event that the Proposed Preferred Transaction is not consummated within the period required by this Section 9.07 or the Preferred Buyer fails timely to remit to each participating Member its respective portion of the sale proceeds, the Proposed Preferred Transaction shall be deemed to lapse, and any Transfer of Units pursuant to such Proposed Preferred Transaction shall be in violation of the provisions of this Agreement unless the Preferred Transferring Member sends a new Preferred Offer Notice and once again complies with the provisions of Sections 9.06 and 9.07 with respect to such Proposed Preferred Transaction.

9.08 TRANSFERS OF INTERESTS BY OFFICERS. A Member who is also an Officer shall Transfer only the economic interests, rights, duties and obligations of the transferor in its capacity as a Member, and no Transferee shall obtain as a result of any such assignment any rights as an Officer.

9.09 DRAG ALONG RIGHT.

(a) In the event a Series A Majority Interest (the "Selling Investors") approves a Sale Event (as defined below), each of the Members, including any of its successors as contemplated herein, hereby agrees, and shall be obligated to:

(i) if such transaction requires Member approval, with respect to all Units that such Member owns or over which such Member otherwise exercises voting power, to vote (in person, by proxy or by action by written consent, as applicable) all Units in favor of, and adopt, such Sale Event and to vote in opposition to any and all other proposals that could delay or impair the ability of the LLC to consummate such Sale Event;

(ii) if such transaction is a Unit Sale (as defined below), sell the same proportion of Units beneficially held by such Member as is being sold by the Selling Investors to the Person to whom the Selling Investors propose to sell their Units, and, on the same terms and conditions as the Selling Investors; *provided that*, the price per Unit shall reflect the relative preferences and priorities of the Preferred Units;

(iii) to execute and deliver all related documentation and take such other action in support of the Sale Event as shall reasonably be requested by the LLC or the Selling Investors in order to carry out the terms and provision of this Section 9.09, including without limitation executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing, share certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances) and any similar or related documents;

(iv) not deposit, and to cause their Affiliates to not deposit, except as provided in this Agreement, any Units of the LLC owned by such party or Affiliate in a voting trust or subject any Units to any arrangement or agreement with respect to the voting of such Units, unless specifically requested to do so by the acquiror in connection with the Sale Event;

(v) to refrain from exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to such Sale Event; and

(vi) if the consideration to be paid in exchange for the Units pursuant to this Section 9.09 includes any securities and due receipt thereof by any Member would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities or (y) the provision to any Member of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in Regulation D promulgated under the Securities Act, the LLC may cause to be paid to any such Member in lieu thereof, against surrender of the Units which would have otherwise been sold by such Member, an amount in cash equal to the fair value (as determined in good faith by the LLC) of the securities which such Member would otherwise receive as of the date of the issuance of such securities in exchange for the Units.

(b) By executing this Agreement, each Member hereby (a) grants to the Selling Investors an irrevocable proxy coupled with an interest to vote its Units in accordance with its agreements contained in this Section 9.09, whether in a meeting of Members or any other means by which Members are required or requested to vote, consent, approve or otherwise take action or exercise any rights as a holder of Units or in their capacities as Members of the LLC, including a vote or other approval in favor of any Sale Event under this Section 9.09 if a Member vote is required or requested (whether by law or in accordance with this Agreement) to effect such Sale Event, and (b) irrevocably appoints the Selling Investors as its agent and attorney-in-fact (the "Agent") (with full power of substitution) to act with respect to its Units in accordance with its agreements contained in this Section 9.09, whether in a meeting of Members or any other means by which Members are required or requested to vote, consent, approve or otherwise take action or exercise any rights as a holder of Units or in their capacities as Members of the LLC, and to execute all consents, agreements, instruments and certificates and take all actions necessary or desirable to effectuate its agreements contained in this Section 9.09, including any Sale Event; provided, however, that such power-of-attorney and proxy shall automatically terminate in the event that the provisions of this Section 9.09 terminate (in accordance with the terms of this Agreement). Each Member hereby grants to the Agent, pursuant to such proxy and power of attorney, full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such Agent, or such Agent's substitute or substitutes, shall lawfully do or cause to be done by virtue of such proxy and power of attorney and the rights and powers herein granted

9.10 TERMINATION. The obligations under this Article 9 shall terminate upon the closing of a QPO.

ARTICLE 10 - DISSOLUTION, LIQUIDATION AND TERMINATION

10.01 DISSOLUTION. The LLC shall dissolve and its affairs shall be wound up upon the first to occur of the following:

(a) the approval of the Board and written consent of a Majority Interest;

(b) the entry of a decree of judicial dissolution under Section 18-802 of the Act; or

(c) the consolidation or merger of the LLC in which it is not the resulting or surviving entity.

10.02 NOTICE OF DISSOLUTION. The Executive Officer(s) shall promptly notify the Members of the dissolution of the LLC.

10.03 LIQUIDATION. Upon dissolution of the LLC, the Board shall act as its liquidating trustee or the Board may appoint one or more persons (who may or may not be Members) as liquidating trustee. The liquidating trustee shall proceed diligently to liquidate the LLC, to wind up its affairs and to make final distributions as provided in Section 8.03 and in the Act. The costs of dissolution and liquidation shall be an expense of the LLC. Until final distribution, the liquidating trustee may continue to operate the business and properties of the LLC with all of the power and authority of the Officers. As promptly as possible after dissolution and again after final liquidation, the liquidating trustee shall cause an accounting to be made by a firm of independent public accountants of the LLC's assets, liabilities, operations and liquidating distributions to be given to the Members.

10.04 CERTIFICATE OF CANCELLATION. Upon completion of the distribution of LLC assets as provided herein, the LLC shall be terminated, and an Executive Officer (or such other person or persons as the Act may require or permit) shall file a Certificate of Cancellation with the Secretary of State of Delaware under the Act, cancel any other filings made pursuant to Sections 1.01, 1.04 and 1.06, and take such other actions as may be necessary to terminate the existence of the LLC.

10.05 PAYMENTS TO TERMINATING MEMBER.

(a) In the event that a Member withdraws from the LLC in violation of this Agreement (a "Terminating Member"), the LLC shall have the option to purchase all or any part of the interest of the Terminating Member at a purchase price determined pursuant to paragraph (b) of this Section and upon the terms and conditions set forth below (unless otherwise agreed). The Terminating Member must give the LLC prompt notice of its withdrawal, and the option shall be exercisable in the LLC's sole discretion by giving notice to the Terminating Member or its legal representative, at any time within ninety (90) days thereafter. Such notice shall state the price and terms of the LLC's election to repurchase the interest of the Terminating Member, and the date set for the closing of the repurchase.

(b) Unless the parties otherwise agree, the purchase price (the "Purchase Price") to be paid to the Terminating Member shall be an amount equal to the amount such Terminating Member would receive with respect to the portion of the interest of the Terminating Member that the LLC has elected to repurchase if the LLC sold all of its assets for cash at current fair market value, as determined by the Board in its sole discretion, and applied the proceeds as provided in Section 8.02(b). The Purchase Price may be reduced by such damages as the Board (other than any Terminating Member) determine in their sole discretion have been or will be suffered by the LLC as a result of a termination due to the resignation of the Terminating Member. The parties

to this Agreement agree that such determination of damages is final, conclusive and binding and such determination is not subject to appeal.

(c) Payment of the Purchase Price may be made in the Board's sole discretion (i) by check or by wire transfer to a bank account designated in writing by the Terminating Member, (ii) by delivery of a promissory note under which payments shall be made in equal annual installments over a period of five (5) years with interest at the applicable federal rate established by the Internal Revenue Service for the month in which the repurchase by the LLC is closed, which note shall be unsecured and subordinated to all debts and liabilities of the LLC, or (iii) by any combination of (i) and (ii). Amounts due shall be subject to offset as provided in Section 11.01.

(d) The LLC shall have the right (to be exercised in the discretion of the Board) to assign all or part of its rights under an option which it has elected to exercise to another Member or a third party to be admitted as a new Member, provided that the assigned portion of the Purchase Price shall be payable by check or wire transfer and not by delivery of a note under paragraph (c).

(e) Failure of the LLC to elect to purchase any interests of a Terminating Member under this Section 10.05 shall not affect the rights of the LLC to purchase the same interests under any other provision of this Agreement or any other agreement, and any Units not repurchased hereunder shall continue to be subject to all of the provisions of this Agreement.

(f) Upon payment of the Purchase Price at the closing of a repurchase as provided above, (i) the Terminating Member shall cease to have any rights with respect to the Unit being repurchased and (ii) if all of its Units are repurchased from a Terminating Member, such Terminating Member shall cease to be a Member of the LLC.

ARTICLE 11 - GENERAL PROVISIONS

11.01 OFFSET. Whenever the LLC is obligated to make a distribution or payment to any Member, any amounts due and owing from that Member to the LLC may be deducted from said distribution or before payment by the LLC.

11.02 NOTICES. Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents required or permitted to be given under this Agreement must be in writing and shall be deemed to have been given (i) three (3) days after the date mailed by registered or certified mail, addressed to the recipient, with return receipt requested, (ii) upon delivery to the recipient in person or by courier, (iii) upon receipt of a facsimile transmission by the recipient, or (iv) upon receipt of electronic mail by the recipient. Such notices, requests and consents shall be given (x) to Members at their numbers or addresses on Schedule A, or such other numbers or address as a Member may specify by notice to the Executive Officer(s) or to all of the other Members, and (y) to the LLC or the Executive Officer(s) at the address of the principal office of LLC specified in Section 1.04. Whenever any notice is required to be given by law, the Certificate or this Agreement, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

11.03 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the Members, the Directors and the Executive Officer(s) relating to the LLC and supersedes all prior contracts or agreements with respect to the LLC, whether oral or written.

11.04 AMENDMENT OR MODIFICATION. Except as otherwise specifically provided herein, this Agreement may be amended or modified from time to time only by a written instrument signed by a Majority Interest; *provided that* (i) no amendment may amend any of the rights, preferences or priorities of the Series A Preferred Units without the prior written consent of the holders of a majority of the Series A Preferred Units and (ii) no amendment by its terms may amend any of the rights, preferences or priorities of the Common Units without the prior written consent of the holders of a majority of the Common Units, provided, however, that the authorization and issuance of any equity security of the LLC containing rights, preferences or priorities which are senior to the Common Units shall not be deemed an amendment of the rights, preferences or priorities of the Common Units for purposes of the foregoing, including, without limitation, any third party arms-length debt or equity financing which does not amend the terms of Schedule B.

11.05 REORGANIZATION INTO CORPORATE FORM. Subject to Section 2.05(b), a Majority Interest may, at any time and without the vote or consent of the other Members, effect a reorganization of the LLC in connection with an initial public offering, into a Successor Corporation by whatever means the Majority Interest deems desirable; provided, however, that it shall be a condition precedent to such reorganization that in connection with such reorganization, each (i) Common Unit shall each be converted into the number of shares of common stock of the Successor Corporation so that each Member's relative percentage ownership interest of the outstanding common stock of the Successor Corporation immediately after such reorganization is such Member's relative percentage ownership interest of the outstanding Common Units in the LLC immediately prior to such reorganization (giving effect to all rights, preferences and priorities of the Series A Preferred Units contemplated herein) and (ii) Preferred Unit shall each be converted into a number of fully paid and nonassessable shares of one or more classes of preferred stock of the Successor Corporation that have all the rights, preferences and priorities of the Preferred Units contemplated herein and an aggregate value, with respect to each Member holding Preferred Units, equal to the aggregate Series A Preferred Unreturned Contributions and the Series A Unpaid Preferred Return for each such Member. In such case, all Members shall provide all necessary cooperation, including, without limitation, the execution of any documents or filings that may be required, and no Member shall have any voting rights or veto power over the decision by the Majority Interest to so reorganize.

11.06 BINDING EFFECT. Subject to the restrictions on Transfers set forth in this Agreement, this Agreement is binding on and inures to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

11.07 GOVERNING LAW; SEVERABILITY. This Agreement is governed by and shall be construed in accordance with the law of the State of Delaware, exclusive of its conflict-of-laws principles. In the event of a conflict between the provisions of this Agreement and any provision of the Certificate or the Act, the applicable provision of this Agreement shall control, to the extent permitted by law. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision shall be enforced to the fullest extent permitted by law.

11.08 FURTHER ASSURANCES. In connection with this Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions, as requested by the Executive Officer(s) or Directors.

11.09 WAIVER OF CERTAIN RIGHTS. Each Member irrevocably waives any right it may have to maintain any action for dissolution of the LLC or for partition of the property of the LLC. The failure

of any Member to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such Member's right to demand strict compliance herewith in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

11.10 INTERPRETATION. For the purposes of this Agreement, terms not defined in this Agreement shall be defined as provided in the Act; and all nouns, pronouns and verbs used in this Agreement shall be construed as masculine, feminine, neuter, singular, or plural, whichever shall be applicable. Titles or captions of Articles and Sections contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

11.11 COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document, and all counterparts shall be construed together and shall constitute the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic means shall be effective as delivery of an original executed counterpart of this Agreement.

11.12 THIRD PARTY BENEFICIARIES. The provisions of this Agreement are not intended to be for the benefit of any creditor or other person to whom any debts or obligations are owed by, or who may have any claim against, the LLC or any of its Members, Directors or Officers, except for Members, Directors or Officers in their capacities as such. Notwithstanding any contrary provision of this Agreement, no such creditor or person shall obtain any rights under this Agreement or shall, by reason of this Agreement, be permitted to make any claim against the LLC or any Member, Director or Officer.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

[Company Name]

_____

By: [Principal Name]

[Members' Signature Pages Follow]

MEMBER:

The foregoing Agreement is hereby agreed to as of the date thereof by:

(For Individual Member)

_____
(Signature)

_____
(Print Name)

(For Non-Individual Member)

_____
(Print Name of Entity)

By: _____
(Signature)

Name:_____

Title:_____

SCHEDULE A

Name	Address	Cash Contributed at Closing	Value of Original [Search Fund Shares] Shares Contributed (includes 50% step-up)	Number of Series A Preferred Units Issued at Closing	Number of Common Units Issued at Closing
[]	[]	[]	[]	[]	
[]	[]	[]	[]	[]	
[]	[]	[]	[]	[]	
[]	[]	[]	[]	[]	
[]	[]	[]	[]	[]	
[]	[]	[]	[]	[]	
[]	[]	[]	[]	[]	
[]	[]	[]	[]	[]	
[]	[]	[]	[]	[]	
[]	[]	[]	[]	[]	
[]	[]	[]	[]	[]	
[]	[]	[]	[]	[]	

Name	Address	Cash Contributed at Closing	Value of Original [Search Fund Shares] Shares Contributed (includes 50% step-up)	Number of Series A Preferred Units Issued at Closing	Number of Common Units Issued at Closing
[]	[]	[]	[]	[]	
[]	[]	[]	[]	[]	
[]	[]	[]	[]	[]	
[]	[]	[]	[]	[]	
[]	[]	[]	[]	[]	
[]	[]	[]	[]	[]	
[]	[]	[]	[]	[]	
]	[]	[]	[]	[]	
[Principal Name]	[]	[]	[]	[]	3,393,050
TOTAL:		$7,169,053.00	$746,063.00	7,915,116	3,393,050

SCHEDULE B

VESTING TERMS

I. Allocation.

A. Initial Allocation: [Principal Name] (the "Executive") shall be issued the number of Common Units set forth opposite his name on Schedule A to the Agreement as of [_____], 2012 (the "Grant Date"). All such Common Units shall be Unvested Common Units for all purposes under the Agreement as of the Grant Date and shall vest in accordance with the terms set forth herein.

B. Subsequent Allocations to Employees. An additional 595,167 Common Units (the "Incentive Pool") shall be reserved for issuance under the Equity Incentive Plan to additional employees of the LLC or its subsidiaries by the Board, on such terms as the Board may determine, in accordance with the provisions and limitations set forth in the Agreement. When issued, the Incentive Pool shall proportionately dilute all holders of Units with respect to distributions pursuant to Section 8.01(a)(iii).

II. Vesting upon the Acquisition of the Assets of the Company

1,131,017 Common Units issued to the Executive on the Grant Date (collectively, the "Acquisition Units") shall vest as of the date (the "Acquisition Date") on which the acquisition by the LLC, or its Subsidiaries, of the assets of [Company Name] (the "Company") is consummated on the terms set forth in the Purchase Agreement. As of the Acquisition Date, the Acquisition Units shall become Vested Common Units for all purposes under the Agreement and shall not be subject to forfeiture.

III. Time-Based Vesting.

A. Up to 1,131,017 Common Units issued to the Executive on the Grant Date (collectively, the "Time Units") shall vest, and become Vested Common Units for all purposes under the Agreement, pursuant to the following schedule, provided such Executive is employed by the LLC or one of its Subsidiaries on such date:

1. 1.6666% of the Time Units shall vest on the first day of the first full month immediately following the Acquisition Date (the "Initial Vest Date"), and on the first day of each of the fifty-nine (59) months immediately thereafter; and

2. all of the Time Units shall be vested on the fifth (5^{th}) anniversary of the Initial Vest Date.

B. Upon a Sale Event, in which the holders of Series A Preferred Units receive their aggregate Series A Unpaid Preferred Return and Series A Preferred Unreturned Contributions , all of the Time Units shall vest in full.

IV. Performance-Based Vesting.

A. Up to 1,131,017 Common Units issued to the Executive on the Grant Date (collectively, the "Performance Units") shall vest based upon the achievement of the following internal rates of return, as determined by the Board in good faith (each, an "IRR"), by all of the holders of Preferred Units in respect of their Preferred Units, calculated on an aggregated basis, on or before the earlier of (i) a Sale Event in which the consideration payable to the holders of Preferred Units is all cash, freely tradable securities or a combination thereof and (ii) a QPO (each a "Trigger Event"):

Aggregate Preferred Unit IRR (%)	**% of Performance Units Vested**
Less than 20%	0%
Equal to or greater than 20% and less than 35%	A percentage calculated as follows: ((IRR- 20) / 15) * 100
Equal to or greater than 35%	100%

B. The Investor Directors, in their sole discretion and subject to the provisions of the Agreement, may accelerate the vesting of any then unvested Performance Units.

C. IRR will be calculated using the Microsoft Excel XIRR function. In connection with any calculation of an IRR, only 26.5% of the Tax Distributions made at any time on or prior to the date of the applicable Trigger Event or other liquidity event as determined by the Board to the holders of Preferred Units in respect of their Preferred Units shall be treated as having been made to such holders and shall be treated as if made on the date of the Trigger Event or such liquidity event and not when actually made.

V. Resignation and Removal.

If the Executive ceases to be employed by the LLC or any of its Subsidiaries for:

1) Cause (as defined below), the Executive's Unvested Common Units and Vested Common Units shall be cancelled and no longer deemed outstanding. Such cancelled Common Units shall thereafter be available for reissuance, subject to the restrictions and limitations provided in the Agreement. All vesting of Unvested Common Units, including Time Units and Performance Units shall cease as of the earlier of (a) the delivery by the LLC or the Board of a notice of termination of the Executive's employment and (b) the termination of the Executive's employment; or

2) any reason other than Cause, the LLC shall have the right to repurchase from such Executive all Vested Common Shares owned by such Executive at fair market value,

with no illiquidity or minority interest discount as determined by a third-party valuation firm chosen by the Board in good faith unless otherwise mutually agreed in writing by a Preferred Majority Interest and a majority of the Vested Common Shares, voting separately, and all of Executive's Unvested Common Shares shall be cancelled and no longer deemed outstanding. Such cancelled Unvested Common Shares shall thereafter be available for reissuance, subject to the restrictions and limitations provided in the Agreement. The foregoing repurchase right shall terminate upon a Trigger Event.

The Executive's employment with the Company is "at-will" employment and may be terminated at any time with or without cause. All compensation payable to the Executive shall be prorated on a daily basis thru the date of any such Executive's termination of employment.

If (1) the Executive ceases to be employed by the LLC or any of its Subsidiaries as a result of the death or disability of the Executive, (2) a Trigger Event occurs within twelve months after such termination and (3) the IRR as of the Trigger Date would have resulted in the vesting of any Performance Shares had the Executive remained an employee of the LLC through the consummation of the Trigger Event, any Performance Shares that would have vested in connection with the Trigger Event shall be deemed Vested Common Shares held by the Executive for purposes of Article VIII as of such Trigger Event.

"Cause" shall mean a vote of the Board resolving that the grantee should be dismissed as a result of (i) the commission of any act by the Executive constituting financial dishonesty against the Company (which act could be chargeable as a crime under applicable law); or (ii) a grantee's engaging in any other act of dishonesty, fraud, intentional misrepresentation, moral turpitude, illegality or harassment which, as determined in good faith by the Board, would: (A) materially adversely affect the business or the reputation of the Company with its current or prospective customers, suppliers, lenders and/or other third parties with whom it does or might do business; or (B) expose the Company to a risk of civil or criminal legal damages, liabilities or penalties. In the event that (a) the Executive's employment with the LLC terminates for any reason other than for Cause (including, without limitation, whether by death, resignation or termination without Cause) and (b) any of the facts and circumstances described in (i) or (ii) above existed as of the date of the Executive's termination (whether or not known by the Board as of the termination or discovered after any such termination), by a vote of the Board, the Company may deem the termination of the Executive's employment to have been for Cause and, for all purposes of this Agreement, the termination shall be treated as a termination by the LLC for Cause and the LLC and the Executive shall have the corresponding rights or obligations associated with a termination for Cause.